

# **Notice of Meeting of the Governing Body of the City of Georgetown, Texas October 8, 2019**

The Georgetown City Council will meet on October 8, 2019 at 6:00 PM at Council and Courts Building, 510 W 9th Street Georgetown, TX 78626

The City of Georgetown is committed to compliance with the Americans with Disabilities Act (ADA). If you require assistance in participating at a public meeting due to a disability, as defined under the ADA, reasonable assistance, adaptations, or accommodations will be provided upon request. Please contact the City Secretary's Office, at least three (3) days prior to the scheduled meeting date, at (512) 930-3652 or City Hall at 808 Martin Luther King Jr. Street, Georgetown, TX 78626 for additional information; TTY users route through Relay Texas at 711.

## **Regular Session**

(This Regular Session may, at any time, be recessed to convene an Executive Session for any purpose authorized by the Open Meetings Act, Texas Government Code 551.)

### **A Call to Order**

#### **Invocation**

#### **Pledge of Allegiance**

#### **Comments from the Mayor**

- Doug Smith Proclamation
- Paulette Taylor Proclamation

#### **City Council Regional Board Reports**

#### **Announcements**

- Hay Day at Garey Park

#### **Action from Executive Session**

## **Statutory Consent Agenda**

The Statutory Consent Agenda includes non-controversial and routine items that may be acted upon with one single vote. An item may be pulled from the Consent Agenda in order that it be discussed and acted upon individually as part of the Regular Agenda.

- B Consideration and possible action to approve the **minutes** of the Workshop and Regular Meetings held on Tuesday, September 24, 2019 -- Robyn Densmore, City Secretary
- C Consideration and possible action to **appoint Susan Cooper** to the Library Advisory Board to fill a vacancy -- Mayor Dale Ross
- D Consideration and possible action to approve **one year contract renewals for landscaping and**

- grounds maintenance services** with **Stillwater Site Services** in an amount not to exceed **\$230,000.00** and **Heart of Texas Landscape and Irrigation Co.** in an amount not to exceed **\$419,779.12** -- Eric Nuner, Assistant Parks and Recreation Director
- E Consideration and possible action to approve the **contract renewal for irrigation system services** for **City owned facilities** with **American Irrigation of Georgetown, Texas** for a period of one year in an estimated amount of **\$75,000.00** with the option to renew for three additional one year periods - Eric Nuner, Assistant Parks and Recreation Director.
- F **Forwarded from the Parks and Recreation Advisory Board:**  
Consideration and possible action to approve **poured in place playground safety surfacing** at the **Creative Playscape, San Jose Park** and **Garey Park** to **Robertson Industries** (Buy Board Contract # 512-16) in the amount of **\$162,483.15** -- Eric Nuner, Assistant Parks and Recreation Director
- G **Forwarded from the Parks and Recreation Advisory Board:**  
Consideration and possible action to approve an **Interlocal Agreement** between the City of Georgetown and the **West Williamson County Municipal Utility District No. 1** for a **Public Parkland Maintenance agreement** for the **Oaks at San Gabriel Hike and Bike Trail** -- Kimberly Garrett, Parks and Recreation Director
- H Consideration and possible action to approve a Resolution granting a **license** for the **encroachment of awnings** into the rights of way of **S. Church and E. 8<sup>th</sup> Streets**; and to authorize the Planning Director to execute the license agreement -- Travis Baird, Real Estate Services Manager
- I Consideration and possible action to approve **Annual Blanket Agreement** with **Gulf Coast Paper Company** to provide **custodial supplies and equipment** through the BuyBoard Contract #569-18 in an amount not to exceed **\$110,000.00** -- Cheryl Turney, Acting Purchasing Manager

### Legislative Regular Agenda

- J Consideration and possible action to approve a **municipal services agreement** with **Ashby Signature Homes, LLC**, for the provision of municipal services to an approximately 1.123-acre tract in the J.B. Pulsifer Survey, Abstract No. 498, generally located at **34 Skyline Drive, upon annexation** -- Sofia Nelson, CNU-A, Planning Director
- K **Public Hearing and First Reading** of an Ordinance to **rezone** approximately **2.55 acres** out of the Nicholas Porter Survey, Abstract No. 497, **from the Residential Single-Family (RS) district to the Office (OF) district**, for the property generally located at **1625 Williams Drive** -- Sofia Nelson, CNU-A, Planning Director
- L **Public Hearing and First Reading** of an Ordinance on a request to **rezone** approximately **0.165 acres** out of Lots 5 and 8, Block 38, City of Georgetown and a portion W 6th St a 60-foot wide roadway **from the Residential Single-Family (RS) district to the Mixed Use Downtown (MU-DT) district**, generally located at **601 S Main Street** -- Sofia Nelson, CNU-A, Planning Director
- M **Second Reading** of an Ordinance to approve the **Development Agreement** for **Parkside on the River Subdivision**, pertaining to a proposed new subdivision in Williamson County, Texas consisting of approximately **1,148 acres** generally situated **south of SH 29** and the **Water Oak Subdivision** and **north of RM 2243/Leander Road between the Preserve Subdivision** and the **River Ridge Subdivision**, and also including an approximately **62 acre** tract located **south of RM 2243 and west side of CR 176** -- Wayne Reed, Assistant City Manager
- N Consideration and possible action to approve a **Resolution** of the City Council of Georgetown Texas approving the **Second Amended and Restated Consent Agreement** between the City of Georgetown, Laredo W.O., Ltd., HM Parkside, LP, HM CR 176-2243, L.P., **Williamson County Municipal Utility District No. 25**, and, upon their creation, **Parkside on the River Municipal Utility District No. 1** and the Additional District consisting of approximately **1,210 acres** generally situated **south of SH 29 at Water Oak Parkway** and **north of RM 2243/Leander Road** between the Preserve Subdivision and the River Ridge Subdivision, and also including an approximately **62 acre tract** located **south of RM 2243 and west side of CR 176** --



Wayne Reed, Assistant City Manager

- O Consideration and possible action to approve a **Resolution** of the City Council of Georgetown Texas approving the **annexation** of approximately **62.105 acres** of land into the boundaries of **Williamson County Municipal Utility District No. 25** (WCMUD #25) -- Wayne Reed, Assistant City Manager
- P Consideration and possible action to approve **three funding agreements** between the City of Georgetown and **Habitat for Humanity of Williamson County** for the administration of the **City's Home Repair Program**, in a total amount not to exceed **\$55,000** – Susan Watkins, Housing Coordinator and James Foutz, Marketing and Conservation Manager
- Q **Second Reading** of an Ordinance on a request to **rezone 0.43 acres** out of Block 67 of the Lost Addition, **from the Planned Unit Development (PUD) district to the Mixed Use Downtown (MU-DT) district**, generally located at **401 W University Avenue** -- Sofia Nelson, CNU-A, Planning Director
- R **Second Reading** of an Ordinance on a request to **rezone 0.44 acres** out of Block G of the W.C. Dalrymple's Addition **from the Residential Single-Family (RS) district to the Local Commercial (C-1) district**, generally located at **408 West University Avenue** -- Sofia Nelson, CNU-A, Planning Director
- S **Second Reading** of an Ordinance on a request to **rezone** Lot 1, Block D of the Dalrymple Addition **from the Residential Single-Family (RS) district to the Neighborhood Commercial (CN) district**, located at **1217 Timber** -- Sofia Nelson, CNU-A, Planning Director
- T **Second Reading** of an Ordinance **amending the Comprehensive Plan** to change the **Future Land Use designation from Low Density Residential to Moderate Density Residential** on an approximately **30.14-acre** tract in the William Addison Survey, Abstract No.21, generally located at **2488 Rockride Lane**, to be known as **Rockride Lane Subdivision** -- Sofia Nelson, CNU-A, Planning Director
- U Consideration and possible action to approve a **five-year purchasing agreement** with **WatchGuard** for **vehicle, body, and interview room cameras** in the amount of **\$799,240.78** for FY2019/20 -- Wayne Nero, Chief of Police

## Project Updates

- V Project updates and status reports regarding current and future transportation and traffic projects; street, sidewalk, and other infrastructure projects; police, fire and other public safety projects; economic development projects; parks and recreation projects; city facility projects; city technology projects; employee recognition, and downtown projects including parking enhancements, city lease agreements, sanitation services, and possible direction to city staff -- David Morgan, City Manager

## Public Wishing to Address Council

On a subject that is posted on this agenda: Please fill out a speaker registration form which can be found on the table at the entrance to the Council Chamber. Clearly print your name and the letter of the item on which you wish to speak and present it to the City Secretary on the dais, prior to the start of the meeting. You will be called forward to speak when the Council considers that item. Only persons who have delivered the speaker form prior to the meeting being called to order may speak. Speakers will be allowed up to three minutes to speak.

On a subject not posted on the agenda: An individual may address the Council at a regular City Council meeting by contacting the City Secretary no later than noon on the Wednesday prior to the Tuesday meeting, with the individual's name and a brief description of the subject to be addressed. Only those persons who have submitted a timely request will be allowed to speak. Speakers will be given up to three minutes to address the City Council. The City Secretary can be reached at (512) 931-7715 or [cs@georgetown.org](mailto:cs@georgetown.org). Speakers will be allowed up to three minutes to speak.

W At the time of posting, no persons had signed up to address the City Council.

## **Executive Session**

In compliance with the Open Meetings Act, Chapter 551, Government Code, Vernon's Texas Codes, Annotated, the items listed below will be discussed in closed session and are subject to action in the regular session.

**X Sec. 551.071: Consultation with Attorney**

Advice from attorney about pending or contemplated litigation and other matters on which the attorney has a duty to advise the City Council, including agenda items

- Clearway
- Proposed Settlement in the City of Georgetown v. Lera Brock Hughes Trust No. 2, George J. Shia, Co-Trustee and Forrest N. Troutman, Co-Trustee, et al

**Sec. 551.086: Certain Public Power Utilities: Competitive Matters**

- Energy RFP
- Purchase Power

**Sec. 551.072: Deliberations about Real Property**

- Real Estate, Downtown Property Sale -- Travis Baird, Real Estate Services

**Sec. 551:074: Personnel Matters**

City Manager, City Attorney, City Secretary and Municipal Judge: Consideration of the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal

## **Adjournment**

### **Certificate of Posting**

I, Robyn Densmore, City Secretary for the City of Georgetown, Texas, do hereby certify that this Notice of Meeting was posted at City Hall, 808 Martin Luther King Jr. Street, Georgetown, TX 78626, a place readily accessible to the general public as required by law, on the \_\_\_\_ day of \_\_\_\_\_, 2019, at \_\_\_\_\_, and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

---

Robyn Densmore, City Secretary

City of Georgetown, Texas  
City Council Regular Meeting  
October 8, 2019

**SUBJECT:**

Consideration and possible action to approve the **minutes** of the Workshop and Regular Meetings held on Tuesday, September 24, 2019 -- Robyn Densmore, City Secretary

**ITEM SUMMARY:**

**FINANCIAL IMPACT:**

N/A

**SUBMITTED BY:**

Robyn Densmore, City Secretary

**ATTACHMENTS:**

CC Workshop Meeting Minutes 09.24.2019

CC Reg Meeting Minutes 09.21.2019

**Notice of Meeting of the  
Governing Body of the  
City of Georgetown, Texas  
Tuesday, September 24, 2019**

The Georgetown City Council will meet on Tuesday, September 24, 2019 at 3:00 PM at the Council Chambers, at 510 West 9<sup>th</sup> Street, Georgetown, TX 78626.

The City of Georgetown is committed to compliance with the Americans with Disabilities Act (ADA). If you require assistance in participating at a public meeting due to a disability, as defined under the ADA, reasonable assistance, adaptations, or accommodations will be provided upon request. Please contact the City Secretary's Office, at least three (3) days prior to the scheduled meeting date, at (512) 930-3652 or City Hall at 808 Martin Luther King Jr. Street for additional information; TTY users route through Relay Texas at 711.

Mayor Ross called the meeting to order at 3:00 p.m. The following Council Members were in attendance. Mayor Dale Ross; Mike Triggs, Council Member District 3; Steve Fought, Council Member District 4; Kevin Pitts, Council Member District 5; Rachael Jonrowe, Council Member District 6; and Tommy Gonzalez, District 7. District 1 is vacant and Valerie Nicholson, Council Member District 2 was absent.

Pitts arrived at 3:23 p.m. during Item B.

**Policy Development/Review Workshop – Call to order at 3:00 PM**

**A. Presentation and discussion regarding the Draft Georgetown Bicycle Master Plan -- Ray Miller, Jr. Transportation Planning Coordinator /Interim Director of Public Works**

Miller presented the item and reviewed the need for a Bicycle Master plan. He noted that the 2030 Comprehensive Plan Update identified the need for bicycling planning and by 2030, there will be almost 100,000 people in Georgetown where 20% will be over 65 years old and 20% will be under 18 years old. Miller stated that based on current cycling preferences, 66% of residents are potential cyclists and bicycling is growing in popularity nationwide. He added that the City needs to take steps now to create a safe bicycle network. Miller then noted the history of the plan and reviewed dates. He reviewed the communication and research that was done which included: a kickoff meeting with City staff; two community workshops open to the general public; three round-table discussions with key stakeholders and representatives of related agencies; online surveys with 1,172 responses; neighborhood intercept surveys with 307 responses; field investigations of existing roads, intersections, and trails with 30+ person trips; 8 cases of peer city case study reviews; and 12 topical research reports. Miller then reviewed the plan the subject of each chapter. He then provided a summary of findings including: barriers; IH-35 (new overpasses will resolve this issue); Williams Drive; Austin Avenue; University Avenue; San Gabriel River; identification of safety concerns and issues; lack of proper infrastructure such as pavement markings, bike lanes, multi-use trails, etc.; and lack of connectivity such as "no loops." Miller then reviewed the proposed improvements and recommendations including: proposed treatments for various types of roadways/functional classification; cost estimates by type of improvement(s); listing of critical intersections; bicycle parking; and a list of the top 10 priority projects. He then noted the proposed Bicycle Network where planning and design of the bicycle network are guided by the Plan Vision, Goals, and Objectives and the essential elements of the proposed system can be characterized using the "5-4-3-2-1" framework. Miller reviewed a map of the proposed bicycle network.

Mayor Ross what had been completed based on the map presented. Miller responded that that information was not in this presentation. Mayor Ross asked Miller to please provide that information at the next meeting. He then asked what is meant by a sharrows. Miller responded that it is a visual designation noting that the lane is share with vehicles and bicycles.

Miller noted the cost of around \$15 million to implement all of the proposed improvements. He added that the proposed improvements are broken up into the following tiers: Tier 1 addresses “easy wins” that are high impact projects with low capital requirements, including painting sharrows and posting wayfinding signs throughout the city, and includes the Top Ten projects identified by the plan; Tier 2 includes striping conventional and buffered lanes on newly developed streets, and streets scheduled for upgrades in the future as identified by the Public Works Department, and incorporates large, high cost projects, such as significant intersection connections, bridge connections, and protected bicycle.

Mayor Ross noted the need for bicycle improvements on the Austin Avenue Bridges and asked if those costs will be included in existing improvement plans. Miller responded yes, they will.

Miller reviewed the proposed adoption schedule which included presentations to different City boards and open houses.

Mayor Ross asked if staff had already reached out to cyclist. Miller responded yes.

**B. Presentation and discussion regarding the City’s Tree Preservation requirements -- Sofia Nelson, CNU-A, Planning Director**

Nelson presented the item and identified the presentation team that included: Steve McKeown, Landscape Planner; Heather Brewer, Urban Forester; and Chelsea Irby, Senior Planner. She then reviewed why the City is preserving trees. Nelson defined a protected tree as any tree that has a diameter at breast height (DBH) of 12 inches or larger, excluding Hackberry, Chinaberry, Ashe Juniper (cedar), Chinese Tallow, and Mesquite. She then defined a heritage trees as any of the following trees with a DBH of 26 inches or larger: Live Oak, Post Oak, Shumard Oak, Bur Oak, Chinquapin Oak, Monterey Oak, Bald Cypress, American Elm, Cedar Elm, Pecan, Walnut, Texas Ash, or Southern Magnolia. Nelson noted that the UDC guides tree preservation based on type of development, using a tree survey, mitigation, and incentives and priorities. She reviewed tree preservation based on type of development. Nelson explained the tree survey components: location of all heritage trees; location of all protected trees; trees species name, and size; calculation of average protected tree density (total number of Protected Trees divided by the total acreage); and the Critical Root Zone (CRZ) Protection Plan. She then reviewed the tree preservation priorities and noted that protection of heritage and protected trees may be considered for priority over conflicting UDC development requirements. Nelson explained the tree preservation incentives which include: Impervious Cover Increase - the amount of permitted impervious cover may be increased for the preservation of Protected Trees beyond the minimum amount required for the site; Parkland Dedication Credit - the Parkland dedication requirement may be reduced if a Heritage Tree is saved within the dedicated parkland lot; and Parking Space Reduction - a reduction in the number of parking spaces required for a site given preservation of a Protected Tree with a DBH of 20 inches or greater. She reviewed the mitigation options which include: Existing On-Site Credit Trees (Applies towards a maximum 75% of required mitigation inches for Protected Trees); On-Site Planting; Fee-in-Lieu of planting; Aeration and Fertilization; and Off-Site Planting (Subject to Parks & Rec acceptance). Nelson provided an overview of the Project Evaluation for Tree Preservation Plan Review and noted that Tree Preservation Plans show Tree Survey information plus, tree classification, removals, protected, Site Plan, and estimated mitigation

calculations. She then reviewed project evaluation for tree density, the finalized site layout and mitigation, the approval process and the issuance of the Certificate of Occupancy (CO). Nelson reviewed how the City requirements compare to other cities noting that the City is in line with the surround cities. She then reviewed past and future projects funded by tree mitigation funds.

Jonrowe asked if the preservation on residential properties referred to new developments. Nelson responded that was correct. Jonrowe asked if staff had looked into to an opt-in program for citizens who want help with a heritage tree on their property. Nelson responded that staff had not but could look into. Jonrowe asked if the arborist services are available to all citizens. Brewer responded yes. Jonrowe asked if citizens are aware of this service. Brewer responded that there is not currently advertising in place. Jonrowe asked if staff will be reaching out now with the addition of the Landscape Planner position. Brewer responded yes. Jonrowe noted that someone had come to the City to see about establishing a Tree City USA status. She asked if there was follow-up on this. Brewer responded that the designation would require different ordinance that what the City currently has. She noted that it is not just a parks and rec issue but is a citywide issue. Discussion between Jonrowe and Brewer about trees in the rights of way and how those are maintained. Jonrowe asked if, aside from trees in the rights of way, does the City meet many of the qualifications for Tree City USA status. Brewer responded yes, many of them. Jonrowe then asked about staff suggestion for improvements. Brewer responded that there are lot of small tweaks that could be made. She added that there is a large hole in process when it leaves Planning, and no one is inspecting trees once home are going up. Brewer stated that trees on home lots disappear and for commercial projects, there is no one dedicated to look at trees. She then noted that the review times are difficult. Jonrowe asked how this could be remedied. Morgan responded that he is happy to explore further. Jonrowe noted the room to improve. Nelson stated that the ordinance allows for flexibility. Jonrowe asked about “trash trees” and if there has been any change to that designation. Nelson responded that recent legislation change will allow for more education. She added that “trash trees” vary from city to city. Morgan noted that has added an additional employee and will look for opportunities over the next year. Jonrowe asked that staff reevaluating the impact of new, smaller trees versus established trees. Nelson responded that staff agrees and will provide information.

C. Presentation and discussion regarding the Home Repair Program -- Sofia Nelson, CNU-A, Planning Director and Susan Watkins, AICP, Housing Coordinator

Watkins presented the item and noted that staff is requesting feedback on the following questions:

1. Do you agree with recommended strategy for FY20?
2. Is there interest/support to pursue partnerships with the non-profit community in Georgetown to leverage funds and build awareness of the home repair program?
3. What additional information do you need?

Watkins showed Council a video that showed the impact home repair has on the community. She then reviewed the FY2019 successes and noted that the \$25,000.00 Habitat for Humanity Williamson County (HFHWC) partnership impacted: 15 families (25 people); 26 volunteers, 800 volunteer hours; exhausted funding; and interdepartmental coordination. She then reviewed the FY20 Funding which includes: \$130K total funding; \$75K – Community Development Block Grant (CDBG) funds from Williamson County; \$55K - City of Georgetown; \$25,000 (General Fund); and \$30,000 (Conservation – Water & Electric). Watkins then reviewed recommendations for home repair that are in the Housing Element. She then reviewed the program goals of: preservation of neighborhoods; energy conservation; housing affordability; support homeownership; support homeowners with historic requirements for rehabilitation; and building partnerships with the non-profit community. Watkins outlined the program strategy for FY20 which includes: citywide eligibility to apply for program; direct outreach efforts; Old Town and Downtown districts; homeowners in need of utility bill assistance; seniors in need of



accessibility improvements; and awareness of ability to assist urgent repairs subject to fund availability. She then provided Council a list of key dates and then asked for feedback.

Gonzalez asked if staff has considered commercial partnerships. Whites responded that she was not aware of any of that type of outreach. Morgan stated that the City's Habitat partnership would lend to that. Linda Sloan with Habitat stated that yes, Habitat already does that and utilizes discounted rates and donated services. Gonzalez thanked Sloan for the work.

Pitts noted that last year the amount was around \$1700 per family. He added that this year \$130,000 is available and asked if demand last year would lead to the total \$130,000 being spent. Sloan responded that Habitat stopped soliciting once funds ran out. She added that there is discussion on whether to address all of the needs at a given home or just focus on emergency repairs. Pitts asked if, for some reason, all \$130,000 was not utilized, would any remaining funds be marked for the following year for Georgetown families. Sloan responded that how those funds are handled would depend on the City and how it is outlined in the contract. She added that it will not be difficult to spend all of the funds. Pitts responded to the questions referenced earlier in the presentation:

1. Do you agree with recommended strategy for FY20?
  - a. Pitts responded yes.
2. Is there interest/support to pursue partnerships with the non-profit community in Georgetown to leverage funds and build awareness of the home repair program?
  - a. Pitts responded yes.
3. What additional information do you need?
  - a. Pitts responded no.

Mayor Ross recessed the meeting into Executive Session at 3:50 p.m. and called for a ten minute break. Council started Executive Session at 4:00 p.m.

## **Executive Session**

In compliance with the Open Meetings Act, Chapter 551, Government Code, Vernon's Texas Codes, Annotated, the items listed below will be discussed in closed session and are subject to action in the regular session.

### **D. Sec. 551.071: Consultation with Attorney**

Advice from attorney about pending or contemplated litigation and other matters on which the attorney has a duty to advise the City Council, including agenda items

- Clearway
- PEC Franchise
- Industrial District Agreement with Texas Crushed Stone

### **Sec. 551.086: Certain Public Power Utilities: Competitive Matters**

- Purchase Power Update
- Garland QSE Agreement
- Electric Energy Portfolio Managed Services RFP

### **Sec. 551.072: Deliberations about Real Property**

- Right of Way acquisition from Kids Kottage (Parcel 1), Old Airport Road Realingment Project -- Travis Baird, Real Estate Services Manager

### **Sec. 551.074: Personnel Matters**

City Manager, City Attorney, City Secretary and Municipal Judge: Consideration of the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal

-----

Approved by the Georgetown City Council on \_\_\_\_\_  
Date

\_\_\_\_\_  
Dale Ross, Mayor

\_\_\_\_\_  
Attest: City Secretary

**Notice of a Meeting of the  
Governing Body of the  
City of Georgetown, Texas  
Tuesday, September 24, 2019**

The Georgetown City Council will meet on Tuesday, September 24, 2019 at 6:00 PM at the Council Chambers at 510 West 9<sup>th</sup> St., Georgetown, Texas.

The City of Georgetown is committed to compliance with the Americans with Disabilities Act (ADA). If you require assistance in participating at a public meeting due to a disability, as defined under the ADA, reasonable assistance, adaptations, or accommodations will be provided upon request. Please contact the City Secretary's Office, at least three (3) days prior to the scheduled meeting date, at (512) 930-3652 or City Hall at 113 East 8<sup>th</sup> Street for additional information; TTY users route through Relay Texas at 711.

Mayor Ross called the meeting to order at 6:04 p.m. The following Council Members were in attendance. Mayor Dale Ross; Valerie Nicholson, Council Member District 2; Mike Triggs, Council Member District 3; Steve Fought, Council Member District 4; Kevin Pitts, Council Member District 5; Rachael Jonrowe, Council Member District 6; and Tommy Gonzalez, District 7. District 1 is vacant.

**Regular Session**

(This Regular session may, at any time, be recessed to convene an Executive Session for any purpose authorized by the Open Meetings Act, Texas Government Code 551.)

**A. Call to Order**

**Invocation**

**Pledge of Allegiance**

**Comments from the Mayor**

- Disaster Preparedness Month Proclamation

**City Council Regional Board Reports**

**Announcements**

- Free Tuesdays at Garey Park from October - March

**Action from Executive Session**

Motion authorizing the City Manager to send a letter to City of Garland as discussed in executive session regarding the Qualified Scheduling Entity Services Agreement with the City of Garland by Nicholson. Second by Fought.

**Approved 6-0. (District 1 vacant.)**

Motion that the City of Georgetown authorize the negotiation of a Possession and Use Agreement with Kidd's Kottage for the realignment of Old Airport Road on the terms discussed in Executive Session and authorize the Mayor to execute the Agreement and all related documents by Nicholson. Second by Fought.

**Approved 6-0. (District 1 vacant.)**

### **Statutory Consent Agenda**

The Statutory Consent Agenda includes non-controversial and routine that may be acted upon with one single vote. An item may be pulled from the Consent Agenda in order that it be discussed and acted upon individually as part of the Regular Agenda.

- B. Consideration and possible action to approve the **minutes** of the Workshop and Regular Meetings held on September 10, 2019 and the Special Meeting of September 3, 2019 -- Robyn Densmore, City Secretary
- C. Consideration and possible action to approve a **purchase order** to **Kofile** for **historic records preservation** in an amount not to exceed **\$60,000.00** -- Cynthia Conomos, Records Program Manager
- D. **Forwarded from Georgetown Transportation Advisory Board (GTAB):**  
Consideration and possible action to award a **contract** to **Patin Construction, LLC** of Taylor, Texas for the **17<sup>th</sup> Street rehabilitation** and **2018 Curb & Gutter project** in the amount of **\$926,440.00** -  
-Wesley Wright, P.E., Systems Engineering Director
- E. **Forwarded from Georgetown Transportation Advisory Board (GTAB):**  
Consideration and possible action to approve a **contract** with **M.A. Smith Contracting, Inc.** of Austin, Texas for the **Rock Water Quality Pond Improvements project** in the amount of **\$544,879.00** -- Wesley Wright, P.E., Systems Engineering Director
- F. **Forwarded from Georgetown Transportation Advisory Board (GTAB):**  
Consideration and possible action to approve an **Interlocal Agreement (ILA)** with **Capital Metro** for **GoGeo Transportation Services** for **FY2020** -- Ray Miller, Jr., Transportation Planning Coordinator and Interim Director of Public Works
- G. **Forwarded from Georgetown Transportation Advisory Board (GTAB):**  
Consideration and possible action to approve a **Transit Service Agreement** with **Southwestern University** for **GoGeo Transportation Services** for **FY2020** -- Ray Miller, Jr., Transportation Planning Coordinator and Interim Director of Public Works
- H. **Forwarded from Georgetown Transportation Advisory Board (GTAB):**  
Consideration and possible action to **renew** the **current contract** with **AvFuel Corporation** to **supply aviation fuel** (Jet-A & 100LL/Avgas) and services to the **Georgetown Municipal Airport**, City of Georgetown, in the estimated annual amount of **\$2,200,000.00** -- Joseph A. Carney, C.M., Airport Manager
- I. **Forwarded from Georgetown Transportation Advisory Board (GTAB):**  
Consideration and possible action to approve the **Texas Department of Transportation Grant** for **Routine Airport Maintenance** -- Joseph A. Carney, C.M., Airport Manager

- J. **Forwarded from Georgetown Transportation Advisory Board (GTAB):**  
Consideration and possible action to **reject all bids** for **RFP #201931 Airport Fuels Rates Analysis**  
-- Joseph A. Carney, C.M., Airport Manager
- K. **Forwarded from Georgetown Transportation Advisory Board (GTAB):**  
Consideration and possible action to approve a **Facility Lease** with **AeroJet Center, LLC** and **Wood Aviation, Inc** for the **hangar** located at **221 Stearman Dr.** on the Georgetown Municipal Airport with an annual lease rate of **\$81,528.00** -- Joseph A. Carney, C.M., airport Manager and Ray Miller Interim Director of Public Works
- L. **Forwarded from Georgetown Transportation Advisory Board (GTAB):**  
Consideration and possible action to approve a **Facility Lease** with **Diverse Aviation LLC** for the **hangar** located at **207 Hangar Dr.** on the Georgetown Municipal Airport with an annual lease rate **\$10,809.96** -- Joseph A. Carney, C.M. Airport Manager and Ray Miller, Interim Director of Public Works
- M. **Forwarded from Georgetown Utility Systems Advisory Board (GUS):**  
Consideration and possible action to approve the **purchase** of **Bioxide** from **Evoqua Water Technologies LLC** of Sarasota, Florida, in an amount not to exceed **\$88,600.00**, for **FY 2019-20** -- Glenn W. Dishong, Utility Director
- N. **Forwarded from Georgetown Utility Systems Advisory Board (GUS):**  
Consideration and possible action to approve the **renewal #3** to the **contract agreement #17-0101** for **Water** and **Wastewater Treatment Plant** and **Distribution chemicals** to **Brenntag Southwest, Inc.**, in the estimated amount of **\$357,728.52** -- Glenn W. Dishong, Utility Director
- O. **Forwarded from Georgetown Utility Systems Advisory Board (GUS):**  
Consideration and possible action to approve **annual task orders**: Task Order MEI-20-001 for **Electric System** and **Planned Capital Improvement Projects** in the amount not to exceed **\$200,000.00**, Task Order MEI-20-002 for **Electric System Engineering Planning and Assistance** in the amount not to exceed **\$250,000.00**, and Task Order MEI-20-003 for **New Development Engineering and Design** in the amount not to exceed **\$590,000.00** with **McCord Engineering Inc.**, of College Station, Texas for **professional engineering services** -- Wesley Wright, PE, Systems Engineering Director
- P. **Forwarded from Georgetown Utility Systems Advisory Board (GUS):**  
Consideration and possible action to **execute Task Order** CDM-19-008-TO with **CDM Smith** for **Total Dissolved Solids (TDS) source and reduction analysis** for **three** of the City's **wastewater treatment plants** in the amount of **\$57,000.00** -- Glenn W. Dishong, Utility Director
- Q. Consideration and possible action to approve a **Resolution** granting a **license to encroach** for the **placement of certain landscape features** and **signage** in the **right of way** of **Wolf Ranch Parkway** adjacent to the planned **Wolf Ranch Section 1b**; and to authorize the Director of Planning to execute that license -- Travis Baird, Real Estate Services Manager
- R. Consideration and possible action to approve a Resolution granting a **license to encroach** for the **placement of landscaping improvements** and **irrigation** in the **rights of way** of **Wolf Ranch Parkway, Legends Lane, and Jay Wolf Drive**; and to authorize the Director of Planning to execute that license -- Travis Baird, Real Estate Services Manager

- S. Consideration and possible action to approve the **First Amendment** to the **Highland Village 2 Development Agreement** -- Wesley Wright, PE, Systems Engineering Director
- T. Consideration and possible action to approve a Resolution authorizing a **funding agreement** between the City of Georgetown and the **Williamson County and Cities Health District** for this agency to continue to **provide services** for the **citizens** of Georgetown -- Shirley Rinn, Executive Assistant to the City Manager and David Morgan, City Manager
- U. Consideration and possible action to approve a Resolution authorizing **funding agreements** between the City of Georgetown and, **Boys and Girls Club** of Georgetown, **Boy Scouts** of America, Capital Area Council, San Gabriel District, Pack 2935, **Brookwood in Georgetown** Vocational, Inc. (BIG), **CASA** of Williamson County, Texas, **Faith In Action** Georgetown, GENAustin dba **Girls Empowerment Network (GEN)**, Georgetown **Backpack Buddies**, Georgetown **Caring Place** aka The Caring Place, **Helping Hands** of Georgetown, Inc., **Literacy Council** of Williamson County, **Lone Star Circle of Care**, **R.O.C.K. Ride on Center for Kids (R.O.C.K.)**, **Sacred Heart Community Clinic**, **Samaritan Center for Counseling and Pastoral Care, Inc.**, **Stonehaven Senior Center**, Williamson-Burnet County Opportunities, Inc. dba **Opportunities for Williamson & Burnet Counties, Inc. (OWBC)**, The **Georgetown Project**, Williamson County **Children's Advocacy Center**, and Williamson County Crisis Center dba **Hope Alliance**, and for these agencies and organizations to continue to **provide services** for the **citizens of Georgetown** -- Shirley Rinn, Executive Assistant to the City Manager and David Morgan, City Manager
- V. Consideration and possible action to approve the **renewal** of a **Lease Agreement** with **Opportunities for Williamson and Burnet Counties, Inc. (OWBC)** fka Williamson-Burnet Opportunities, Inc. (WBCO) for the property located at **803 W. 8th Street** for use as the **Madella Hilliard Neighborhood Center** and also the approval of **in-kind utility assistance** for the facilities utilized by OBWC at the Madella Hilliard Neighborhood Center and **Mary Bailey Head Start Center (601 North College)** -- David Morgan, City Manager and Shirley J. Rinn Executive Assistant to the City Manager

Gonzalez asked that Item F be pulled to Legislative Regular Session.

Motion by Fought to approve entire consent agenda as presented, with the exception of Item F. Second by Nicholson.

**Approved 6-0. (District 1 vacant.)**

### **Legislative Regular Agenda**

- F. **Forwarded from Georgetown Transportation Advisory Board (GTAB):**  
Consideration and possible action to approve an **Interlocal Agreement (ILA)** with **Capital Metro** for **GoGeo Transportation Services** for **FY2020** -- Ray Miller, Jr., Transportation Planning Coordinator and Interim Director of Public Works

Miller presented the item and reviewed the Proposed Amendments: Section 20 - Capital Metro does not agree to venue in Williamson County however, we can agree to remain silent on venue and the venue would be Travis County; Exhibit A, Section 5.1: there is no wi-fi on local service; and Exhibit A, Section 8.1.4 and 8.1.5: Diversity or CPR training are not included in the training curriculum.

Miller read the caption.



Motion by Jonrowe, second by Nicholson.

Corrine Pukys spoke about the benefits and need for the GoGeo program. She also spoke about improvements that could be made to the system to make it more beneficial for more citizens.

Suzy Pukys spoke about the program on behalf of the Georgetown Health Foundation. She added that the project is still a pilot project that has revealed potential.

Gonzalez asked for the cost per rider after two years. Miller responded the cost per revenue hour was \$39.00 and noted that the Wolf Ranch Parkway and Williams Drive routes were the top performing routes. Gonzalez asked for the cost of the top performing routes. Miller responded \$18.00. Gonzalez stated that metrics are important, and the City doesn't have the density to have cost effectiveness. He added that there are probably more efficient ways to provide transportation.

Pitts asked if the total costs of costs of the program was \$591,564.00. Miller responded that the total cost of the program is closer to \$800,000, due to the local match and health foundation contributions. Pitts asked about the cost after federal funds. Miller responded roughly \$392,000.00. Pitts asked of the \$18.00 per rider was the City's cost or the all-in cost. Miller responded that it was the overall cost. Pitts asked if there were other options that could still receive federal funds. Miller responded there are options for a demand-response system and a flexible route system. Pitts asked about the worst-case scenario, where costs to continue to increase and there are no grant funds, the total costs would be \$600,000.00. Miller responded yes. Pitts stated that he has seen buses with only one person on them being the driver. He added that he will not vote against it today, but renewal doesn't look like something he would support going forward. Pitts stated that he would like to see a workshop with possible alternatives. He added that \$600,000.00 is a lot of money for an underperforming program that costs residents.

Jonrowe asked about the performance of different routes. Miller responded that the information was for FY2019. Jonrowe asked about the routes performing close to metrics and noted that their use has increase year after year. She then asked if those better performing routes would hit their benchmarks in the next year. Miller responded that he wasn't sure, but he expected them to continue to grow. He added that staff is considering making route changes to better serve the riders. Jonrowe asked if there had been internal discussions regarding the "last mile" problem that most public transportation faces. Miller responded that it hadn't been discussed but could be discussed in the future. Jonrowe asked how much the cost is for a linear mile of repaving City streets. Miller responded \$1.5 million per linear mile.

Triggs stated that he has followed several of the routes and he is not impressed. He noted that the buses provided an important service, but he would like to see route changes. Triggs also noted that the drop off point at Wolf Ranch is problematic. Miller responded that staff is looking at changes. Triggs noted that there are some problems getting to the route or problems when getting off and asked if there were any other ways that routes cross. Miller responded currently routes only cross at the library and the CARTS parking lot just off Inner Loop. Triggs asked if there were bike racks at main bus stops and the ability to carry bikes on the front of the buses. Miller responded that he thought some buses did have that ability and he has seen it at the library. Triggs stated that some enhancements and route changes could lead to improved ridership to help with the projected growth and traffic issues. He added that he would hate to see a bus system not be considered.

Jonrowe asked if the City was collecting demographic data on ridership. Miller responded no. Jonrowe asked if there are plans to do that. Miller responded that staff is looking into it and that there could be a range of demographic questions. Jonrowe stated that she was curious about the demographics on ride share program. Miller responded that he is not sure if the ride share companies can share that data. Morgan stated that staff will bring back more information at next workshop on the GoGeo and ride share. Miller noted that the City went 900 feet out from each route and will send out round trip flyers for outreach. Jonrowe asked if the changes will go back to GTAB. Miller responded that some will go back.

Gonzalez noted that the routes were vetted before being implemented. Gonzalez asked Miller if he knew how many stops located in District 7. Miller responded that he did not. Gonzalez stated that there zero and the members of District 7 are paying for something they are not getting access to.

Mayor Ross noted that residents of Sun City pays schools taxes with no enrollment. He added that in FY2020 the City is putting in \$392,000.00. Mayor Ross noted that the cost of Uber and Lyft is cheaper than the bus system per person. He added that the system is not getting people from point A to point B, but close to each and he would like to see about getting people from doorstep to doorstep.

Fought stated that for senior and handicap needs, people can use Faith in Action. He added that the program is for all over Georgetown and should be incorporated into the transportation plan. Fought stated that it wouldn't replace the bus system, but it should be considered.

Mayor Ross noted that the program needs to be more efficient. Morgan responded that it will be discussed in multiple future workshops.

**Approved 5-1. (Gonzalez against, District 1 vacant.)**

- W. Consideration and possible action to approve a Resolution pursuant to Chapter 2206, Government Code Section 2206.053 finding that portions of the property located at **2301 Old Airport Rd**, Georgetown, Texas, 78626, are **necessary** for the **realignment** of **Old Airport Road** and authorizing the use of **eminent domain** to condemn the properties, if necessary -- Travis Baird, Real Estate Services Manager

Baird presented the item and noted that it was discussed in executive session.

Baird read the caption.

Motion by Nicholson that the City of Georgetown authorize the use of the power of eminent domain to acquire in fee simple the 0.0422-acre tract of land, and easement rights to the 0.0358-acre tract of land, being part of Lots 1 and 2 of the Southworth Addition, as described in Agenda Item W, for the public purpose of constructing and improving a public roadway, public drainage, and public utility infrastructure, second by Fought.

No discussion.

**Approved 6-0. (District 1 vacant.)**

- X. Consideration and possible action to approve a Resolution **placing names in nomination** for the **election** of **Directors** for the Williamson Central Appraisal District (**WCAD**) -- Shirley J. Rinn, Executive Assistant to the City Manager and David Morgan, City Manager

Rinn presented the item and noted that the existing member are willing to serve again. She stated that in the past the City nominated Harry Gibbs, Charles Chadwell, and Rufus Honeycutt and it is recommended to reappoint these same members. Rinn added that GISD will nominate same people. Rinn read the caption.

Motion by Pitts, second by Gonzalez.

Jonrowe asked how long the people being considered had served. Rinn responded that Gibbs has served before, but not the other two. Jonrowe asked if there were term limits. Rinn responded that she wasn't sure but will follow-up.

**Approved 6-0. (District 1 vacant.)**

- Y. Consideration and possible action to approve a Resolution petitioning for the **annexation** of approximately **80.79 acres** of **City-owned Right-of-Way** situated in part in the Joseph Thompson Survey, Abstract No. 608, in part in the John Powell Survey, Abstract No. 491, and in part in the Lewis J. Dyches Survey, Abstract No. 180, and known as the **Southwest Bypass**; making certain necessary findings; and directing City Staff to initiate annexation accordingly -- Sofia Nelson, Planning Director

Nelson presented the item and noted that it reflects changes to annexation law. She added that the property is subject to an Industrial Agreement. Nelson reviewed the Area Map, the annexation process, and the proposed schedule.

Nelson read the caption.

Motion by Nicholson, second by Gonzalez.

No Discussion

**Approved 6-0. (District 1 vacant.)**

- Z. **Public Hearing** and **First Reading** of an Ordinance **amending** the **Comprehensive Plan** to change the **Future Land Use designation from Low Density Residential to Moderate Density Residential** on an approximately **30.14-acre** tract in the William Addison Survey, Abstract No.21, generally located at **2488 Rockride Lane**, to be known as **Rockride Lane Subdivison** -- Sofia Nelson, CNU-A, Planning Director

Nelson presented the item including the Arterial Map, Future Land Use Map, Zoning Map, and explanation of Moderate Density Residential Designation. She noted that the project has come to Council for an annexation Resolution before and it complies to the guidelines and received P&Z approval on September 3, 2019 with a unanimous vote.

Nelson read the caption.

Mayor Ross opened the Public Hearing at 6:53 p.m. and closed the Public Hearing at same time as there were no speakers.

Motion by Jonrowe, second by Fought.

Pitts asked if Rockride Lane was a City or County road. Nelson responded that a portion is in City and other portions will be added. Pitts asked about the road realignment of Rockride. Nelson noted current route of Rockride Lane. Pitts asked about the number of units. Nelson responded zero to three units that the City does not have a lot of examples of low density residential. Pitts asked about moderate density numbers. Nelson responded that moderate density is a more traditional single family detached plan. Pitts noted the 180 units total and asked if the only access is Rockride Lane. Nelson responded yes but have to plan for future connections. Pitts asked if the subdivision can't connect to Fairhaven. Nelson responded that no, they cannot connect. Pitts asked if there will be any improvements be required of Rockride Lane. Nelson responded that traffic impact analysis will be required to determine future needs.

**Approved 6-0. (District 1 vacant.)**

- AA **Public Hearing and First Reading** of an Ordinance on a request to **rezone 0.43 acres** out of Block 67 of the Lost Addition, **from** the Planned Unit Development (PUD) district **to** the **Mixed Use Downtown (MU-DT) district**, generally located at **401 W University Avenue** -- Sofia Nelson, CNU-A, Planning Director

Nelson presented the item and noted that the designation being sought is a hold over from older designation. She added that on September 3, 2019 P&Z denied a request for 400 West 11<sup>th</sup> Street and approved the request for 401 West University Avenue. Nelson stated that after P&Z the applicant withdrew the request for 400 West 11<sup>th</sup> Street and tonight the consideration is just for 401 West University Avenue. She reviewed a Location Map, Zoning Map, and overview of the Mixed Use Downtown district designation.

Nelson read the caption.

Mayor Ross opened the Public Hearing at 7:01 p.m. and closed the Public Hearing at same time as there were no speakers.

Motion by Pitts, second by Gonzalez.

Jonrowe stated that the coversheet was confusing and just wanted to provide that feedback. She added that she wanted the public to be clear on what was being considered. Nelson responded that staff would work on that. Jonrowe asked if there had been any feedback on the project. Nelson responded that staff received opposition for the 11<sup>th</sup> Street property. Jonrowe asked if it is a historic property. Nelson responded that she will check before second reading.

**Approved 6-0. (District 1 vacant.)**

- AB **Public Hearing and First Reading** of an Ordinance on a request to **rezone 0.44 acres** out of Block G of the W.C. Dalrymple's Addition **from** the **Residential Single-Family (RS) district to the Local Commercial (C-1) district**, generally located at **408 West University Avenue** -- Sofia Nelson, Planning Director

Nelson presented the item and noted that the property is across the street from the property in the previous item. She then reviewed the Aerial Map, Zoning Map, and review of the Local Commercial zoning designation.

Nelson read the caption.

Mayor Ross opened the Public Hearing at 7:07 p.m. and closed the Public Hearing at same time as there were no speakers.

Motion by Pitts, second by Gonzalez.

Discussion

**Approved 6-0. (District 1 vacant.)**

- AC **Public Hearing and First Reading** of an Ordinance on a request to **rezone** Lot 1, Block D of the Dalrymple Addition **from the Residential Single-Family (RS) district to the Neighborhood Commercial (CN) district**, located at **1217 Timber** -- Sofia Nelson, Planning Director

Nelson presented the item and noted that the property is just south of previous item. She reviewed the Aerial Map, Zoning Map, and review of the Neighborhood Commercial zoning designation.

Nelson read the caption.

Mayor Ross opened the Public Hearing at 7:11 p.m. and closed the Public Hearing at same time as there were no speakers.

Motion by Jonrowe, second by Nicholson.

Gonzalez asked if staff had received any public comment. Nelson responded no and stated that the applicant made a presentation at P&Z.

**Approved 6-0. (District 1 vacant.)**

- AD **Public Hearing and First Reading** of an Ordinance to approve the **Development Agreement for Parkside on the River Subdivision**, pertaining to a proposed new subdivision in Williamson County, Texas consisting of approximately **1,148 acres** generally situated **south of SH 29** and the **Water Oak Subdivision** and **north of RM 2243/Leander Road between the Preserve Subdivision** and the **River Ridge Subdivision**, and also including an approximately **62 acre** tract located **south of RM 2243** -- Wayne Reed, Assistant City Manager

Reed presented the item and reviewed the purpose of the item and the differences in the Water Oak Subdivision Consent Agreement and Development Agreement. He reviewed the Water Oak Concept Plan, plans for Parkside on the River, and development of both. Reed then reviewed the MUD Policy basic requirements and next steps.

Reed read the caption.

Mayor Ross opened the Public Hearing at 7:31 p.m.

Blake McGee spoke representing the applicant and stated that Reed did a good job summarizing the changes. He added that he has worked on many master planned communities in Central Texas including Mayfield Ranch nearby.

Lawrence Bailey, Georgetown resident, spoke and asked why this subdivision with a high density is needed in Georgetown now. He noted that this is some of the last property left in the area and advocated for smart growth.

Mayor Ross closed the Public Hearing at 7:40 p.m.

Motion by Nicholson, second by Pitts.

Triggs asked if the 2012 development agreement no longer exist. Reed responded that the applicant can develop today under the existing agreement. Triggs asked if the developer is subject to the agreement. Reed responded yes. Triggs asked for clarification of the City partnership payments. Reed responded that he would not characterize the partnership that way and provided an explanation on what the City is able to fund up front and have the developer pay back.

Nicholson noted that speaker Bailey had good points and noted the existing agreement. She noted that his valid points are being heard and the item tonight is for an enhancement to the existing agreement. Reed commented relating to water resources and noted that the City takes that issue very seriously. He added that this development is subject to all Edwards Aquifer regulations.

Pitts noted that the City is not paying for the proposed bridge. Reed responded correct. Pitts noted that the bridge will help with City connectivity. He added that he is happy to see more commercial and will support this item.

Gonzalez stated that he is happy to see additional commercial space and thanked the developer for being forward thinking. He added that this is a much better agreement that what was in place in 2012.

Mayor Ross asked how many years the build out will take. McGee responded 15 years.

Nicholson noted that if the bridge can happen sooner she is all for it.

**Approved 6-0. (District 1 vacant.)**

AE **Forwarded from Georgetown Transportation Advisory Board (GTAB):**  
Consideration and possible action to approve the **bid** for the **Sun City Intersection Safety Enhancement Project** to **Choice Builders LLC** of Temple Texas in the amount of **\$632,132.40** -- Wesley Wright, P.E., Systems Engineering Director

Wright presented the item and showed visual examples of the proposed enhancements and stated that staff would like to move forward with installation. He noted that staff only received one bid on this project.

Wright read the caption.

Motion by Fought, second by Gonzalez.



Jonrowe asked if there was a plan to education Texas drivers regarding pedestrians in crosswalks. Wright responded that there is a concerted effort between many staff members. Jonrowe stated that the City needs to find a way to get people to stop at crosswalks. Fought suggested have a “safety minute” at Council meetings. Wright stated the staff can start with this one and will be doing something new in community.

Nicholson asked about the schedule for different locations. Wright responded that the schedule is not definitive, and staff will review projects as they come up.

**Approved 6-0. (District 1 vacant.)**

- AF **Forwarded from Georgetown Utility Systems Advisory Board (GUS):**  
Consideration and possible action to approve a **contract** with **Keystone Construction Services, LP** of Austin, Texas for the **San Gabriel WWTP Dewatering Improvements project** in the amount of **\$3,013,050.00** -- Wesley Wright, P.E., Systems Engineering Director

Wright presented the item and explained the current drying process. He then noted the improved process.

Wright read the caption.

Motion by Fought, second by Nicholson.

**Approved 6-0. (District 1 vacant.)**

- AG Consideration and possible action to execute a **contract amendment** for the Brazos River Authority (**BRA**) **System Water Agreement** to allow the **temporary sale** of up to **10,000 acre-ft** of system water for **non-municipal** use by **Blanchard Refining Company** -- Glenn W. Dishong, Utility Director

Dishong presented the item and noted that it was brought back due to comments added from one of the participating parties. He added that the version being presented is the final version.

Dishong read the caption.

Motion by Gonzalez, second by Fought.

Jonrowe asked if this item was related to the original contract that only mentioned municipal use. Dishong responded correct. Jonrowe asked if this change allows the City to sell to a refining company instead of another city or county. Dishong responded correct. Jonrowe asked if all participating parties had to agree to the contract. Dishong responded correct. Jonrowe asked if Lake Stillhouse was operated by BRA. Dishong responded that the lake is a Corp of Engineers lake, but the water in it is governed by the BRA. Jonrowe stated that she is still not in favor and has concerns with the ten-year nature of contract.

**Approved 5-1. (Jonrowe opposed, District 1 vacant.)**

Mayor Ross recessed at 8:00 p.m.

Mayor Ross called the meeting back into session at 8:15 p.m.

- AH Consideration and possible action to approve a **Termination of Development Agreement** between the City of Georgetown and **Morris Ventures Partners IV, LLC**, concerning the **Legend Oaks, Section II Subdivision**, located on the southside of **State Highway 29 (“University Drive”)** between **River Chase Boulevard** and **Wolf Ranch Parkway** -- Wayne Reed, Assistant City Manager

Reed presented the item and provided a brief overview of the original development agreement.

Reed read the caption.

Motion by Nicholson, second by Triggs.

No discussion

**Approved 6-0. (District 1 vacant.)**

- AI **Second Reading** of Ordinance **amending Section 13.04.180, “Rates and Charges—Solid Waste Disposal -- Schedule”** of the Code of Ordinances of the City of Georgetown -- Ray Miller, Acting Director Public Works and Teresa Chapman, Environmental Services

Miller presented the item and noted that there had been no changes since the first reading.

Miller read the caption.

Motion by Nicholson, second by Gonzalez.

No discussion

**Approved 6-0. (District 1 vacant.)**

- AJ **Second Reading** of an Ordinance **amending Section 2.08.010. "Administrative Divisions and Departments"** of the Georgetown Code of Ordinances -- Leigh Wallace, Finance Director

Wallace presented the item and noted that there had been no changes since the first reading.

Wallace read the caption.

Motion by Nicholson, second by Pitts.

No discussion

**Approved 6-0. (District 1 vacant.)**

AK **Second Reading** of an Ordinance **adopting** the City of Georgetown **Annual Budget** for the **fiscal year beginning October 1, 2019 and ending September 30, 2020** -- Leigh Wallace, Finance Director

Wallace presented the item and noted that the purpose of this item is to record the Council's vote to adopt the FY2020 budget on second reading. She added that since the First Reading on September 10th, there are two amendments from staff and provided a brief presentation on these amendments. Wallace noted that the amendments were related to Planning Department fees and updating the Fleet fund to correctly reflect cash funded vehicles for new positions.

Wallace read the caption of the ordinance: An Ordinance of the City Council of the City of Georgetown, Texas, adopting the Annual Budget for the ensuing fiscal year beginning October 1, 2019 and ending September 20, 2020, in accordance with Chapter 102, Local Government Code; appropriating the various amounts thereof; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Mayor Ross stated that Council was now ready for a vote to approve an Ordinance Adopting the City's Budget on second reading and asked for a motion.

Nicholson made a motion to approve an ordinance adopting the fiscal year 2020 annual budget.

Mayor Ross asked for a second.

Second by Councilmember Pitts.

Mayor Ross asked if there was any discussion. There was no discussion.

Mayor Ross stated that State law requires this to be a record vote and asked the City Secretary to read the roll.

Densmore did a roll call vote and asked that the Council please say "aye" for a vote of support or "no" if opposed.

District 1 is Vacant.

Council Member Nicholson District 2 voted aye.

Council Member Triggs District 3 voted aye.

Council Member Fought District 4 voted aye.

Council Member Pitts District 5 voted aye.

Council Member Jonrowe District 6 voted aye.

Council Member Gonzalez District 7 voted aye.

**Approved 6-0. (District 1 vacant.)**

AL **Second Reading** of an Ordinance **levying** a **tax rate** for the City of Georgetown for the **tax year 2019** -- Leigh Wallace, Finance Director

Wallace presented the item and noted that this item is the second reading to levy the tax rate. She stated that State law requires this to be a separate vote from adopting the budget and when the proposed rate is higher than the effective rate, state law requires the City hold two public hearings. Wallace continued that the public hearings were held on September 3rd and September 10th. She added that when the proposed rate is higher than the effective rate, state law requires 60 percent of the members of the governing body must vote in favor of the ordinance.

Mayor Ross stated that Council will now consider a motion to adopt the property tax rate on second reading and asked for a motion.

Nicholson moved that the property tax rate be increased by the adoption of a tax rate of 42 cents, which is effectively a 1.63% increase in the tax rate. Second by Pitts

Mayor Ross asked if there was any discussion. There was no discussion. Mayor Ross stated that Council had a motion by Mayor Pro Tem Nicholson to adopt the property tax rate and a second from Council Member Pitts. He added that State law requires this to be a record vote and asked the City Secretary please read the roll.

Densmore did a roll call vote and asked that the Council please say “aye” for a vote of support or “no” if opposed.

District 1 is Vacant.

Council Member Nicholson District 2 voted aye.

Council Member Triggs District 3 voted aye.

Council Member Fought District 4 voted aye.

Council Member Pitts District 5 voted aye.

Council Member Jonrowe District 6 voted aye.

Council Member Gonzalez District 7 voted aye.

**Approved 6-0. (District 1 vacant.)**

AM Consideration and possible action to approve a **Resolution** expressing **official intent to reimburse costs related to capital equipment** and the **construction/design of various capital projects** in an amount not to exceed **\$24,000,000.00** with **proceeds from bonds** that will be **issued in the Spring of 2020** -- Leigh Wallace, Finance Director

Wallace presented the item.

Wallace read the caption.

Motion by Nicholson, second by Triggs.

No discussion.

**Approved 6-0. (District 1 vacant.)**

AN **Second Reading** of an Ordinance **rezoning** an approximately **68.4-acre** tract of land out of and part of the Addison Wm. Survey, Abstract No. 21, **from the Residential Single-Family (RS) District to the Planned Unit Development (PUD) district** with a **base of Residential Single-Family (RS) District** for the property generally located **north of Carlson Cove, south of University Ave., east of Southeast Inner Loop, and west of SH 130 Toll** -- Sofia Nelson, CNU-A, Planning Director

Nelson presented the item and followed up on questions the Council had at the first reading of the ordinance. She reviewed lots widths allowed by zoning type and the implications of workforce housing.

Nelson read the caption.

Motion by Gonzalez to deny the rezoning, second by Triggs.

Peter Verdicchio spoke representing the applicant and reviewed a map with straight zoning vs. PUD standard zoning and stated that the PUD standards are of higher quality.

Nicholson asked if the City has utilized the workforce housing tool. Nelson responded no. Nicholson asked if the developer would be willing to participate in the workforce housing program. Nelson that a deed restriction is required to utilize workforce housing. She noted that the Planning team has shared this tool up front. Nicholson asked how the deed restriction would be enforced. Nelson responded that staff would work with the City Attorney and set up a process.

Fought stated that he will vote to approve because of the workforce housing. He emphasized that workforce housing is not low-income housing.

Gonzalez noted that there are five approval areas that comply, three that partially comply and three that don't comply. He stated that the City is adding the same type of housing to an area where this type of housing already exists. Gonzalez stated that he would like to see standard size lots with workforce mixed in.

Jonrowe asked about the starting housing price. Mr. Ashlock representing the applicant responded \$205,000.00. Jonrowe asked if the topography lends to affordability. Ashlock responded yes.

Pitts noted the difference is what is allowed by example of by right. Verdicchio responded that PUD would allow the development to provide greater amenities. Pitts asked who would maintain the public park. Verdicchio responded the City. Pitts asked if it would be up to the City to maintain and install improvements. Verdicchio responded correct. Pitts asked if the PUD request would have a park maintained by HOA and have an amenities center. Verdicchio responded correct. Pitts stated that the PUD option is a better option. He added that he understands Gonzalez's point and would like to see higher standards in development. Pitts stated that he will vote in favor.

Mayor Ross referred to the visual of the two options and noted that one of these will be built. He asked Nelson to show the areas where the development complies and partially complies and when something is in partially complies, how does the applicant move to complies. Nelson responded that it's based on the UDC criteria. Mayor Ross noted that the PUD request doesn't comply in any way. Nelson responded that it could comply by providing a mix of housing types, per UDC guidelines and PUDs should have more diverse housing options. Mayor Ross noted that what's approved by right complies, but the better product in the PUD doesn't comply. Nelson responded yes, that's correct. Mayor Ross asked for more information. Nelson responded that it is based on the UDC criteria. Mayor Ross emphasized the product allowed by the PUD and the need for workforce housing.

Motion by Gonzalez to deny the rezoning, second by Triggs.

**Motion fails 2-4. (Gonzalez and Triggs for, Nicholson, Fought, Pitts and Jonrowe opposed and District 1 vacant.)**

Motion to approve by Jonrowe, second by Fought.

**Approved 5-1. (Nicholson, Triggs, Fought, Pitts, and Jonrowe for, Gonzalez against and District 1 vacant.)**

AO **Second Reading** of an Ordinance establishing the classifications and number of positions (**Strength of Force**) for all the City of Georgetown **Fire Fighters** and **Police Officers** pursuant to Chapter 143 of the Texas Local Government Code pertaining to Civil Service -- Tadd Phillips, Director of Human Resources

Phillips presented the item.

Phillips read the caption and there had been no changes since the first reading.

Motion by Nicholson, second by Jonrowe.

No discussion.

**Approved 6-0. (District 1 vacant.)**

AP **Second Reading** of an Ordinance **revising** the **Existing Chapter 3.01 Pertaining to Personnel Policies** by **amending sections 3.01.030 “Introductory Period,” 3.01.311 “Vacations,” and 3.01.313 “Sick Leave”** of the Code of Ordinances of the City of Georgetown -- Tadd Phillips, Human Resources Director

Phillips presented the item.

Phillips read the caption and there had been no changes since the first reading.

Motion by Nicholson, second by Jonrowe.

No discussion.

**Approved 6-0. (District 1 vacant.)**

AQ **Second Reading** of Ordinance **amending Section 13.04.060** entitled **“Economic Development Rate”** of the Code of Ordinances of the City of Georgetown relating to the economic development rate in the **rate** and **charges schedule** for **electricity** -- Jim Briggs, General Manager of Utilities

Laurie Brewer, Assistant City Manager presented the item.

Brewer read the caption and there had been no changes since the first reading.

Motion by Pitts, second by Nicholson.

No discussion.

**Approved 6-0. (District 1 vacant.)**

AR **Second Reading** of an Ordinance of the City Council of the City of Georgetown, Texas **granting American Medical Response** of Texas, Inc, a **franchise** to **operate a medical transfer service** -- John Sullivan, Fire Chief



Sullivan presented the item.

Sullivan read the caption and there had been no changes since the first reading.

Motion by Nicholson, second by Pitts.

No discussion.

**Approved 6-0. (District 1 vacant.)**

- AS **Second Reading** of an Ordinance of the City Council of the City of Georgetown, Texas **granting Acadian Ambulance Service of Texas, LLC, a franchise to operate a medical transfer service --** John Sullivan, Fire Chief

Sullivan presented the item.

Sullivan read the caption and there had been no changes since the first reading.

Motion by Nicholson, second by Pitts.

No discussion

**Approved 6-0. (District 1 vacant.)**

- AT **Second Reading** of an Ordinance of the City Council of the City of Georgetown, Texas **granting Bluebird Medical Enterprise, LLC, dba Allegiance Mobile Health, a franchise to operate a medical transfer service --** John Sullivan, Fire Chief

Sullivan presented the item.

Sullivan read the caption and there had been no changes since the first reading.

Motion by Nicholson, second by Gonzalez.

No discussion

**Approved 6-0. (District 1 vacant.)**

## **Project Updates**

- AU Project updates and status reports regarding current and future transportation and traffic project; street, sidewalk, and other infrastructure projects; police, fire and other public safety projects; economic development projects; city facility projects, city technology projects and downtown projects including parking enhancements, city lease agreements, sanitation services, and possible direction to city staff -- David Morgan, City Manager

No updates.

## Public Wishing to Address Council

On a subject that is posted on this agenda: Please fill out a speaker registration form which can be found on the table at the entrance to the Council Chamber. Clearly print your name and the letter of the item on which you wish to speak and present it to the City Secretary on the dais, prior to the start of the meeting. You will be called forward to speak when the Council considers that item. Only persons who have delivered the speaker form prior to the meeting being called to order may speak. Speakers will be allowed up to three minutes to speak.

On a subject not posted on the agenda: An individual may address the Council at a regular City Council meeting by contacting the City Secretary no later than noon on the Wednesday prior to the Tuesday meeting, with the individual's name and a brief description of the subject to be addressed. Only those persons who have submitted a timely request will be allowed to speak. The City Secretary can be reached at (512) 931-7715 or [cs@georgetown.org](mailto:cs@georgetown.org). Speakers will be allowed up to three minutes to speak.

AV - At the time of posting, no persons had signed up to address the City Council.

## Executive Session

In compliance with the Open Meetings Act, Chapter 551, Government Code, Vernon's Texas Codes, Annotated, the items listed below will be discussed in closed session and are subject to action in the regular session.

### AW **Sec. 551.071: Consultation with Attorney**

Advice from attorney about pending or contemplated litigation and other matters on which the attorney has a duty to advise the City Council, including agenda items

- Clearway
- PEC Franchise
- Industrial District Agreement with Texas Crushed Stone

### **Sec. 551.086: Certain Public Power Utilities: Competitive Matters**

- Purchase Power Update
- Garland QSE Agreement

### **Sec. 551.072: Deliberations about Real Property**

- Right of Way acquisition from Kids Kottage (Parcel 1), Old Airport Road Realignment Project -- Travis Baird, Real Estate Services Manager

### **Sec. 551.074: Personnel Matters**

City Manager, City Attorney, City Secretary and Municipal Judge: Consideration of the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal

## Adjournment

**Motion by Fought, second by Nicholson. Approved 6-0. (District 1 vacant.)**

**Meeting adjourned at 8:57 p.m.**

-----

Approved by the Georgetown City Council on \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Dale Ross, Mayor

\_\_\_\_\_  
Attest: City Secretary

City of Georgetown, Texas  
City Council Regular Meeting  
October 8, 2019

SUBJECT:

Consideration and possible action to **appoint Susan Cooper** to the Library Advisory Board to fill a vacancy -- Mayor Dale Ross

ITEM SUMMARY:

FINANCIAL IMPACT:

..

SUBMITTED BY:

Karen E Frost, Assistant City Secretary

City of Georgetown, Texas  
City Council Regular Meeting  
October 8, 2019

**SUBJECT:**

Consideration and possible action to approve **one year contract renewals** for **landscaping and grounds maintenance services** with **Stillwater Site Services** in an amount not to exceed **\$230,000.00** and **Heart of Texas Landscape and Irrigation Co.** in an amount not to exceed **\$419,779.12** -- Eric Nuner, Assistant Parks and Recreation Director

**ITEM SUMMARY:**

Service contracts were awarded to these two firms through a competitive bid process with prior Council action approval on April 25, 2017, Item H. The first contract renewals were approved through council action on September 25, 2018, Item O. The contracts will be renewed for the second time for continuation of providing landscaping and grounds maintenance services for FY2020. There is an additional one-year renewal term remaining under the contracts.

Staff is recommending approval of the contract renewal for landscaping services contracts with Stillwater Site Services and Heart of Texas Landscape and Irrigation Co. Services provided are mowing, edge trimming, bed maintenance, fertilization, mulching, and pest control.

**FINANCIAL IMPACT:**

- Parks and Recreation, IOOF Cemetery, GVPID: Heart of Texas \$419,779.12.
- Parks and Recreation (City Facilities): Stillwater Site Services \$230,000.

**SUBMITTED BY:**

Eric Nuner, Assistant Director of Parks and Recreation

**ATTACHMENTS:**

Heart Of Texas Renewal

## RENEWAL AGREEMENT

This Renewal Agreement is entered into by and between **CITY OF GEORGETOWN**, a Texas Home-Rule Municipal Corporation (the "City"), and **HEART OF TEXAS LANDSCAPE AND IRRIGATION CO.** (the "Contractor"), collectively, the **Parties** follows:

**WHEREAS**, the Parties entered into an Agreement on April 25, 2017 for Landscaping, Grounds Maintenance, and Right-of-Way Mowing Services for Parks and Recreation, IOOF Cemetery and Georgetown Village, Contract No. 17-053-SC, (the "Original Agreement"),

**WHEREAS**, the Original Agreement provided an initial term of eighteen (18) months beginning May 1, 2017 through September 30, 2018 and provided for three (3) additional one (1) year renewal terms from October 1<sup>st</sup> through September 30<sup>th</sup>,

**WHEREAS**, the Parties renewed the Original Agreement on October 16, 2018 for a first renewal term,

**WHEREAS**, the Parties hereby agree to renew the Original Agreement in accordance with the terms of the Original Agreement as well as any terms provided herein,

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. The Parties agree to renew the Original Agreement for an additional term which will begin immediately upon the expiration of the original term and will end on September 30, 2020, this being the second renewal term.
2. During the second renewal term, the prices shown in Exhibit A, attached hereto, shall apply to Landscaping, Grounds Maintenance, and Right-of-Way Mowing Services for Parks and Recreation.
3. During the second renewal term, the not to exceed amount shall be \$419,779.12.
4. This renewal binds and benefits the Parties and their successors or assigns. This document, including the Original Agreement, is the entire agreement between the Parties.
5. All other terms and conditions of the Original Agreement remain in full force and effect.

**HEART OF TEXAS LANDSCAPE AND IRRIGATION CO.**

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

Printed Name: Dustin R Finch

Title: Account Manager

**CITY OF GEORGETOWN**

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

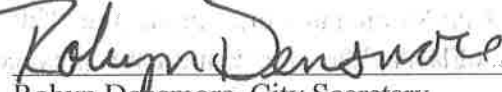
Printed Name: Dale Ross

Title: Mayor

Date: September 9, 2019

Date

ATTEST:

  
Robyn Denmore, City Secretary

APPROVED AS TO FORM:

  
Skye Masson, First Assistant City Attorney

City of Georgetown, Texas  
City Council Regular Meeting  
October 8, 2019

**SUBJECT:**

Consideration and possible action to approve the **contract renewal for irrigation system services** for **City owned facilities** with **American Irrigation of Georgetown**, Texas for a period of one year in an estimated amount of **\$75,000.00** with the option to renew for three additional one year periods - Eric Nuner, Assistant Parks and Recreation Director.

**ITEM SUMMARY:**

Staff is recommending approval of the contract renewal for irrigation system services with American Irrigation. This includes inspections, maintenance repairs, and minor installations at City owned facilities.

A formal solicitation was issued and posted on July 30, 2017 for irrigation maintenance services. There were 23 HUB vendors and 22 Georgetown vendors from the City's bid system invited. Three bids were received. The bids were reviewed for compliance with the specifications. It was determined that the low bidder was compliant, and provided the best value for the City. The low bidder has performed the irrigation system services for the last five years for the City and staff is extremely satisfied with their performance.

The initial term was effective from Council approval on October 10, 2017. This renewal is the second year of a five year contract term.

**FINANCIAL IMPACT:**

Funds for these services are budgeted annually in the Facility Maintenance Internal Service Fund.

**SUBMITTED BY:**

Eric Nuner, Assistant Director of Parks and Recreation

**ATTACHMENTS:**

Irrigation Renewal



## RENEWAL AGREEMENT

This Renewal Agreement is entered into by and between **CITY OF GEORGETOWN**, a Texas Home-Rule Municipal Corporation (the "City"), and **AMERICAN IRRIGATION REPAIR, LLC**. (the "Contractor"), collectively, the **Parties** follows:

**WHEREAS**, the Parties entered into an Agreement on October 10, 2017 for Irrigation System Services, Contract No. 17-0089-SC, (the "Original Agreement"),

**WHEREAS**, the Original Agreement provided an initial term of one (1) year and provided for four (4) additional one (1) year renewal terms,


**WHEREAS**, the Parties renewed the agreement on December 11, 2018, this being the first renewal term,

**WHEREAS**, the Parties hereby agree to renew the Original Agreement in accordance with the terms of the Original Agreement as well as any terms provided herein,

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. The Parties agree to renew the Original Agreement for an additional term which will begin immediately upon the expiration of the original term and will end on October 10, 2020, this being the Second Renewal term.
2. During the Second Renewal term, the prices shown in Exhibit A, attached hereto, shall apply to Irrigation System Services.
3. During the Second Renewal term, the not to exceed amount shall be \$75,000.00.
4. All other terms of the Agreement not inconsistent with this Amendment shall apply. Except as expressly modified by this Amendment, the Agreement remains unchanged and in full force and effect, subject to its terms.
5. This Amendment is effective on the date executed by the City.

**AMERICAN IRRIGATION  
REPAIR, LLC.**

By: 

Printed Name: Justin Wilson

Title: Manager

Date: 9/3/19

**CITY OF GEORGETOWN**

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

Printed Name: \_\_\_\_\_

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

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

ATTEST:

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

APPROVED AS TO FORM:

---

Skye Masson, First Assistant City Attorney

City of Georgetown, Texas  
City Council Regular Meeting  
October 8, 2019

**SUBJECT:**

**Forwarded from the Parks and Recreation Advisory Board:**

Consideration and possible action to approve **poured in place playground safety surfacing** at the **Creative Playscape, San Jose Park and Garey Park** to **Robertson Industries** (Buy Board Contract # 512-16) in the amount of **\$162,483.15** -- Eric Nuner, Assistant Parks and Recreation Director

**ITEM SUMMARY:**

The playground safety surfacing, at the Creative Playscape, San Jose Park and Garey Park (spring rider location), is currently engineered wood fiber (EWF). The Parks Department is proposing the removal of EWF and replacing with poured in place (PIP) surfacing. EWF requires a considerable amount of maintenance through raking and replacement to ensure that the proper depths are maintained for fall safety. EWF is a loose fill material which tends to displace easily due to heavy playground use. Staff has seen a negative impact at San Jose Park and Garey Park splash pads as a result of this displacement. Drains and spray features become clogged creating system failure which results in splash pad closures. Replacing the EWF at these two areas will decrease the amount of maintenance needed at these splash pads, increase splash pad equipment life, and reduce closures. Displaced EWF also affects the accessibility of a playscape by creating uneven areas and reducing mobility within playground areas. Installation of PIP provides a consistent unitary surface that meets all safety standards and accessibility requirements. It is fully accessible surfacing for children and caregivers that may utilize mobility devices. Additionally, routine maintenance on PIP is lower than EWF providing a savings of staff time.

Robertson Recreational Surfaces installed the original PIP at Garey Park as well as for communities across the state. Robertson Industries warrants their workmanship and materials for a period of five years, from completion date, against unreasonable rubber deterioration and surface brittleness resulting in cracking. Staff recommends the approval of this cooperative Buy Board contract for the installation of poured in place safety surfacing at Garey Park, San Jose Park and Creative Playscape in the amount of \$162,483.15 to Robertson Industries.

This item was unanimously approved at the September 10, 2019 Parks and Recreation Advisory Board meeting.

**FINANCIAL IMPACT:**

Funds for this project are budgeted in 229-5-0211-51-820.

**SUBMITTED BY:**

Eric Nuner, Assistant Director of Parks and Recreation

**ATTACHMENTS:**

Buyboard Quote



# Robertson Recreational Surfaces

A PLAYCORE Company

**PROPOSAL # 19-28099**

**Robertson Industries, Inc.**

2414 West 12th Street, Suite 5

Tempe, AZ 85281

(800) 858-0519

FAX: (602) 340-0402

[www.totturf.com](http://www.totturf.com)

**Date Issued: August 25, 2019**

**Project Name:** City of Georgetown

**Address:** 1003 N Austin Ave Georgetown, Texas 78628

**Contact:** Jamie Beran **Phone:** (512) 931-6013

**Email:** jamie.beran@georgetown.org

**Sales Representative**

**Name:** Lisha Butler

**Phone:** (210) 385-8261 **Fax:** (602) 340-0402

**Email:** lbutler@totturf.com

**PRICE EXPIRES: 11/23/2019**

PRODUCT NAME	DESCRIPTION	QTY	UNIT PRICE	TOTAL
TotTurf Poured in Place Safety Surfacing	IPEMA Certified PIP 100% Color for River Design	1,670	\$17.75	<b>\$29,642.50</b>
TotTurf Poured in Place Safety Surfacing	IPEMA Certified PIP 50/50 Color Mix @ Creative Playscape	4,520	\$15.53	<b>\$70,195.60</b>
TotTurf Poured in Place Safety Surfacing	Install IPEMA Certified PIP @ San Jose Park	3,785	\$14.73	<b>\$55,753.05</b>
TotTurf Poured in Place Safety Surfacing	Install IPEMA Certified PIP @ Garey Park	1,500	\$12.08	<b>\$18,120.00</b>
Mobilization	Mobilization & Shipping	1	\$2,668.00	<b>\$2,668.00</b>
Co-Op/Best Customer Discount	BuyBoard Discount #512-16	1	(\$13,896.00)	<b>(\$13,896.00)</b>
<b>GRAND TOTAL</b>				<b>\$162,483.15</b>

**CONTRACT TYPE:** Buy Board

**WAGE TYPE:** Non-Prevailing

**UNION:** ☐

**CA GRANT:** ☐

## DETAILED SCOPE:

### PLAYGROUND SAFETY SURFACING:

Furnish and install new IPEMA Certified PIP Rubberized Safety Surfacing per ADA, ASTM and IPEMA Standards.

Proposals based on drawings, details and specifications provided by customer and site visit

### 3 Park Sites - Georgetown

#### (1) Creative Playscapes

2 pads, 1 location, Total 6190 SF

Area 1 - Install 5623 SF @ 11' CFH in 2 areas; 1670 sf 100% Standard Blue for river design; 3953 sf 50/50 Standard Beige/Black for areas on both sides around river design, Aromatic binder, to include TTA @ 8 single slides, 1 double slide, 100% beige and blue depending on location

Area 2 - Swing Area 50/50 std blue/black - Install 567 sf @ 8' CFH, includes 32 lf turndown, to include TTA @ swing bay 100% blue, Aromatic binder

#### (2) San Jose Park

2 pads, 1 location Total 3785 sf, 50/50 std color EPDM/black, Aromatic binder, TTA @ 4 slide exits and 2 swing bays

Pad 1 - Install 2558 @ 8' CFH

Pad 2 - Install 1227 @ 8' CFH

#### (3) Garey Park Spring Rider

Install 1500 sf @ 4' CFH in spring rider section, 50/50 std color EPDM/black, Aromatic binder, no design, flush to curb, no TTA

City to excavate all existing EWF and re-purpose, excavate to correct depth and add 4" aggregate sub base per Robertson detail sheet 1-Sub Base Site Prep on all pads

Curbing/Borders, Drainage, Sub Base, Security/Fencing - By Others

City to close parks for installation, to be installed in consecutive order

Scheduling/Site Contact: Jamie Beran

Phone: (512) 931-6013 Email: jamie.beran@georgetown.org

**ESTIMATED INSTALL DATE:**

11-2019



**TERMS & CONDITIONS:**

1. Quote is based on the information provided here within and is subject to change based on final installation unless otherwise indicated in writing. Any changes or additions to this proposal will affect pricing.
2. Changes to the proposed scope not agreed to here within or separately in writing may result in additional charges (change order). Work cannot commence until Change Order(s) are fully executed.
3. ANY additional site work not included here within, including sub base, is the responsibility of the owner.
4. Job site access must be at a maximum of 25' for trucks and mixer, with no stairs. Irrigation, sprinkler, and/or water systems must be shut off 24 hours before install and remain off until 24 hours after the installation has completed.
5. Charges for downtime/stand-by may be assessed in the event that installation is delayed due to the site not being ready as scheduled or if installation is interrupted for reasons other than those related to weather or general public emergencies.
6. Security during install and upon completion is the responsibility of the owner, unless specified otherwise in Project Scope.
7. Excess material at the job site upon completion is property of Robertson Industries, Inc., unless otherwise noted here within.
8. Installations scheduled after 90 days of proposal acceptance may be subject to price adjustments.
9. Scheduling and crew deployment is subject to local weather conditions.
10. Warranty will NOT be issued unless "Completion Sheet" is signed.
11. All projects over \$2,500.00 will be issued a preliminary lien.

**PROPOSAL ACCEPTANCE:**

I agree to the scope and details as provided for the abovementioned proposal as well as the terms outlined in this agreement. I am duly authorized approve and accept this proposal as stated.

☐ CONTRACT to follow    ☐ PURCHASE ORDER to follow

**PAYMENT TERMS:**

**Payment may be made via Check, Cash, or Credit Card. Customers requesting a line of credit must submit a credit application and/or a 50% deposit. Credit applications can be obtained from your sales representative.**

*Please attach a copy of your TAX EXEMPT CERTIFICATE if you or your company is claiming tax exemption.*

**TOTAL PURCHASE AMOUNT: \$162,483.15**

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**BILLING Contact Name:** \_\_\_\_\_

**BILLING Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Issue all POs, Contracts, and payments to ROBERTSON INDUSTRIES, INC.**

*Send ALL completed forms back to your Sales Representative:*

**Lisha Butler: lbutler@totturf.com or Fax: (602) 340-0402**

**CLICK HERE TO PAY WITH A CREDIT CARD: [PAY NOW!](#)**

Robertson Industries, Inc: 2414 West 12th Street, Suite 5, Tempe, AZ 85281 ~ (800) 858-0519, FX: (602) 340-0402

**AZ:** ROC091920, CLASS L-05 ~ **CA:** 667261, CLASS C/61 D/12 ~ **FL:** CGC 038554 ~ **NV:** 42331, CLASS C25 C40

**CALIFORNIA PWC REGISTRATION NUMBER: 1000002700 (DIR#)**

*The PlayCore Surfacing Division Includes: Robertson Recreational Surfacing (Robertson Industries, Inc.), Sports Surface Specialties, Rubber Designs and American Recycling Center*

City of Georgetown, Texas  
City Council Regular Meeting  
October 8, 2019

**SUBJECT:**

**Forwarded from the Parks and Recreation Advisory Board:**

Consideration and possible action to approve an **Interlocal Agreement** between the City of Georgetown and the **West Williamson County Municipal Utility District No. 1** for a **Public Parkland Maintenance agreement** for the **Oaks at San Gabriel Hike and Bike Trail** -- Kimberly Garrett, Parks and Recreation Director

**ITEM SUMMARY:**

There is a 18.429 acre tract of public parkland in the Oaks of San Gabriel Subdivision out Highway 29 west. The land is currently not improved and is outside of the City Limits. The subdivision would like to maintain a hiking trail along this parkland.

This public parkland maintenance agreement will allow the Oaks at San Gabriel to provide general routine maintenance for the portion of the hike and bike trail located within the Parkland, including, but not limited to, mowing, weeding, tree trimming, regular trash collection and removal of vegetation.

This item was unanimously approved at the September 10, 2019 Parks and Recreation Advisory Board meeting.

**FINANCIAL IMPACT:**

No financial impact to the City.

**SUBMITTED BY:**

Kimberly Garrett, Parks and Recreation Director

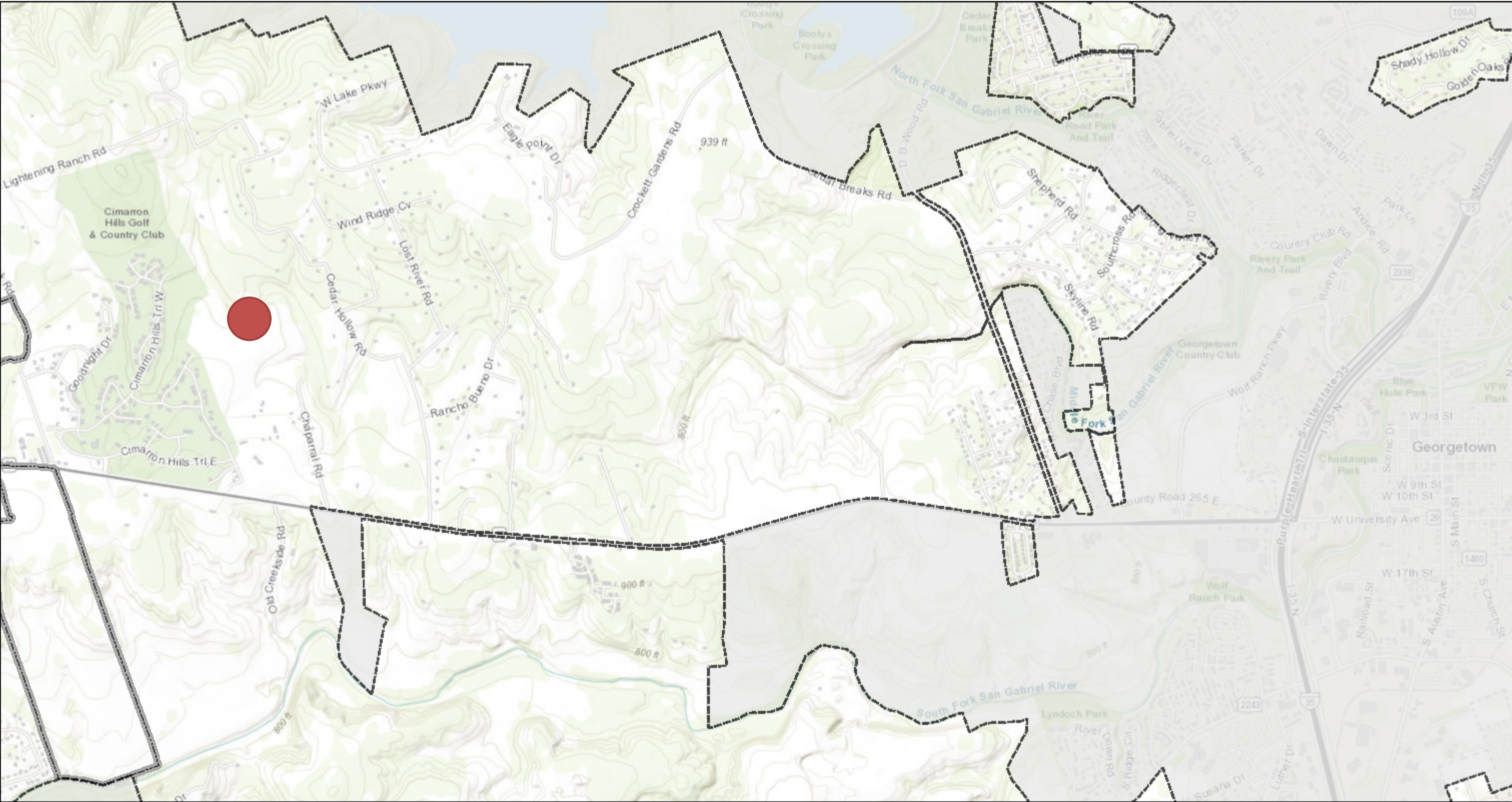
**ATTACHMENTS:**

Oak at SG location map

Parkland Maintenance Agreement

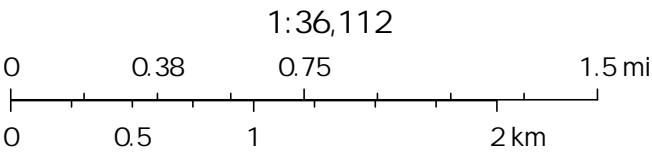


# Oaks at San Gabriel Location Map



9/9/2019, 9:18:13 AM

- Georgetown ETJ
- Georgetown City Limits-Zoomed Out



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community, City of

**INTERLOCAL AGREEMENT  
BETWEEN  
CITY OF GEORGETOWN  
AND**

STATE OF TEXAS

§ § §

This Interlocal Agreement for Public Parkland Maintenance (this "Agreement") is made and entered into pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, effective as of this \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date") by and between the CITY OF GEORGETOWN, TEXAS, a home-rule city located in Williamson County, Texas (the "CITY"), and WEST WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, a body politic and corporate and a governmental agency of the State of Texas, organized pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution (the "MUD") (collectively, the "PARTIES"), and is as follows:

RECITALS:

**WHEREAS**, the MUD herein desires to maintain the portion of the hike and bike trail located within Lot 147, Block R, of Oaks at San Gabriel Section One-B, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded as Document No. 2014046368 of the Official Public Records of Williamson County, Texas (the “Public Parkland”); such park property further described as Williamson County Appraisal District property identifier number R530546, and such hike and bike trail further identified in Exhibit A; and

**WHEREAS**, the MUD acknowledges and agrees that the CITY has exclusive jurisdiction and control of the Public Parkland.

**NOW, THEREFORE**, in consideration of the premises; in furtherance of the mutual benefits to be derived by the general public and the residents of the Oaks at San Gabriel; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the MUD agree as follows:

## 1. RECITALS ADOPTED

1.1. The recitals set out above in this instrument are hereby adopted in whole as though each were set out herein.

## 2. PUBLIC PARKLAND



2.1. Maintenance by MUD. The CITY authorizes the MUD, at the sole cost and expense of the MUD, to provide general routine maintenance for the portion of the hike and bike trail located within the Parkland, including, but not limited to, mowing, weeding, tree trimming, regular trash collection and removal of vegetation.

### 3. CITY RIGHTS TO PUBLIC PARKLAND

3.1 This Agreement is expressly subject and subordinate to the present and future right of the CITY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, or franchised public utilities, beneath or above the surface of the Public Parkland.

3.2 Nothing in this Agreement shall be construed to limit in any way the power of the CITY to alter or improve the Public Parkland pursuant to official action by the CITY or its successors. The CITY shall endeavor to provide the MUD with notice of proposed improvements, but shall be under no obligation to do so prior to commencement of work on such improvements.

### 4. INSURANCE

4.1 Prior to the commencement of any work under this Agreement, the MUD shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the CITY's City Manager, which shall be clearly labeled with the legal name of the Oaks at San Gabriel Public Parks project in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The CITY will not accept Memorandum of Insurance or Binders as proof of insurance. The Certificate(s) or form must have the agent's signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the CITY. The CITY shall have no duty to perform under this Agreement until such Certificate and endorsements have been received and approved by the CITY's City Manager. No officer or employee, other than the CITY's City Manager, shall have authority to waive this requirement.

4.2 Notwithstanding the provisions of Section 4.3 below, the CITY reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by CITY's City Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will the CITY allow modification at the request of the MUD whereupon the CITY may incur increased risk.

4.3 MUD's financial integrity is of interest to the CITY; therefore, subject to the MUD's right to maintain reasonable deductibles, the MUD shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the MUD's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted 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:

TYPE	AMOUNTS
1. Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Products/completed operations c. Personal Injury d. Contractual Liability f. Sudden events involving pollution g. Broad form property damage, to include fire legal liability	Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
2. Business Automobile Liability a. Owned/leased vehicle b. Non-owned vehicle c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

4.4 The CITY shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the CITY as may be required to comply with the terms of this Agreement. The MUD shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of insurance to the CITY at the address provided below within 30 days of the requested change. The MUD shall pay any costs incurred resulting from said changes.

City of Georgetown  
Attn.: City Manager  
P.O. Box 409  
Georgetown, TX 78627

4.5 The MUD agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the CITY, its officers, officials, employees, volunteers, and elected representatives as additional insured's by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the 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 when the CITY is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the CITY.

4.6 The MUD agrees to give the CITY written notice of any suspension, cancellation, non-renewal or material change in coverage of any of the insurance policies required to be obtained and maintained by the MUD under the terms of this Agreement. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, the MUD shall provide a replacement Certificate of Insurance and applicable endorsements to the CITY. The CITY shall have the option to suspend the MUD's authorization and liability under this Agreement should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

4.7 Nothing herein contained shall be construed as limiting in any way the extent to which the MUD may be held responsible for payments of damages to persons or property resulting from the MUD's performance of the work covered under this Agreement.

4.8 It is agreed that the MUD's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the CITY for liability arising out of operations under this Agreement.

4.9 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

## 5. INDEMNIFICATION

5.1 MUD INDEMNIFIES THE CITY ONLY FOR CLAIMS ATTRIBUTED TO MUD AND MUD ASSUMES ENTIRE RESPONSIBILITY AND LIABILITY FOR ANY CLAIM OR ACTIONS BASED ON OR ARISING OUT OF INJURIES, INCLUDING DEATH, TO PERSONS OR DAMAGES TO OR DESTRUCTION OF PROPERTY, SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR TO HAVE ARISEN OUT OF OR INCIDENTAL TO THE PERFORMANCE OF THE MAINTENANCE SERVICES DESCRIBED IN PARAGRAPH 2.1 BY THE MUD, ITS AGENTS AND EMPLOYEES, AND ITS SUBCONTRACTORS, THEIR AGENTS AND EMPLOYEES.

## 6. TERMINATION

6.1 Termination by the MUD. This Agreement may be terminated by the MUD no sooner than one (1) year after the effective date of this Agreement by delivering written notice of termination to the CITY not later than 30 days before the effective date of termination.

6.2 Termination by the CITY. This Agreement may be terminated by the CITY no sooner than one (1) year after the effective date of this Agreement by delivering written notice of termination to the MUD not later than 30 days before the effective date of termination.

## 7. ASSIGNMENT

7.1 The MUD shall not assign, sublet or transfer its interest in this Agreement without the prior written consent of the CITY, which may be withheld for any reason. If such consent is granted, it shall then be the duty of the MUD, its successors and assigns, to give prompt written notice to the CITY of any assignment or transfer of any of the MUD's rights in this Agreement.

## 8. MISCELLANEOUS PROVISIONS

8.1 Laws Observance. The MUD shall not do, nor suffer to be done, anything on the Public Parkland during the term of this Agreement in violation of the laws of the United States, the State of Texas, or any of the ordinances of the CITY.

8.2 No Waiver. No waiver by the CITY of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

8.3 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

8.4 Notice. Any notices required or appropriate under this Agreement shall be given in writing to the MUD at West Williamson County Municipal Utility District No. 1, c/o Armbrust & Brown, PLLC, 100 Congress Avenue, Suite 1300, Austin, TX 78701, and to the CITY at City of Georgetown; Attn.: City Manager; P.O. Box 409; Georgetown, TX 78627.

8.5 Headings. The paragraph headings contained herein are for convenience of reference and are not intended to define, extend, or limit any provisions of this Agreement.

8.6 Jurisdiction and Venue. This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Williamson County, Texas. This Agreement is made and is to be performed in Williamson County, Texas, and is governed by the laws of the

State of Texas.

8.7 Authorization. The signers of this Agreement each hereby represents that he or she has full authority to execute this Agreement on behalf of the party for which he or she is acting.

8.8 Entire Agreement. This Agreement and addenda contain the final and entire agreement between the PARTIES hereto and contains all of the terms and conditions agreed upon, and supersedes all other agreements, oral or otherwise, regarding the maintenance of the Public Parkland, none of which shall hereafter be deemed to exist or to bind the PARTIES hereto; it being the intent of the PARTIES that neither shall be bound by any term, condition, or representation not herein written.

8.9 Term. This Agreement shall be effective for one year from the last signature hereto, and shall automatically renew for additional one-year terms, unless otherwise terminated in accordance herewith. Termination of this Agreement shall automatically result in termination of the Revocable License Agreement of even date entered into between the parties hereto.

EXECUTED effective as of the date of final signature below.

**THE MUD:**

WEST WILLIAMSON COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 1,  
a political subdivision in Williamson County, Texas

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

Its: \_\_\_\_\_

THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON    §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019  
by \_\_\_\_\_ of West Williamson County Municipal Utility  
District No. 1, a political subdivision in Williamson County, Texas, on behalf of said municipal  
utility district.

My Commission Expires:

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

**THE CITY OF GEORGETOWN:**

CITY OF GEORGETOWN, TEXAS,  
a Texas home-rule city

By: \_\_\_\_\_  
Dale Ross, Mayor

ATTEST

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

APPROVED AS TO FORM

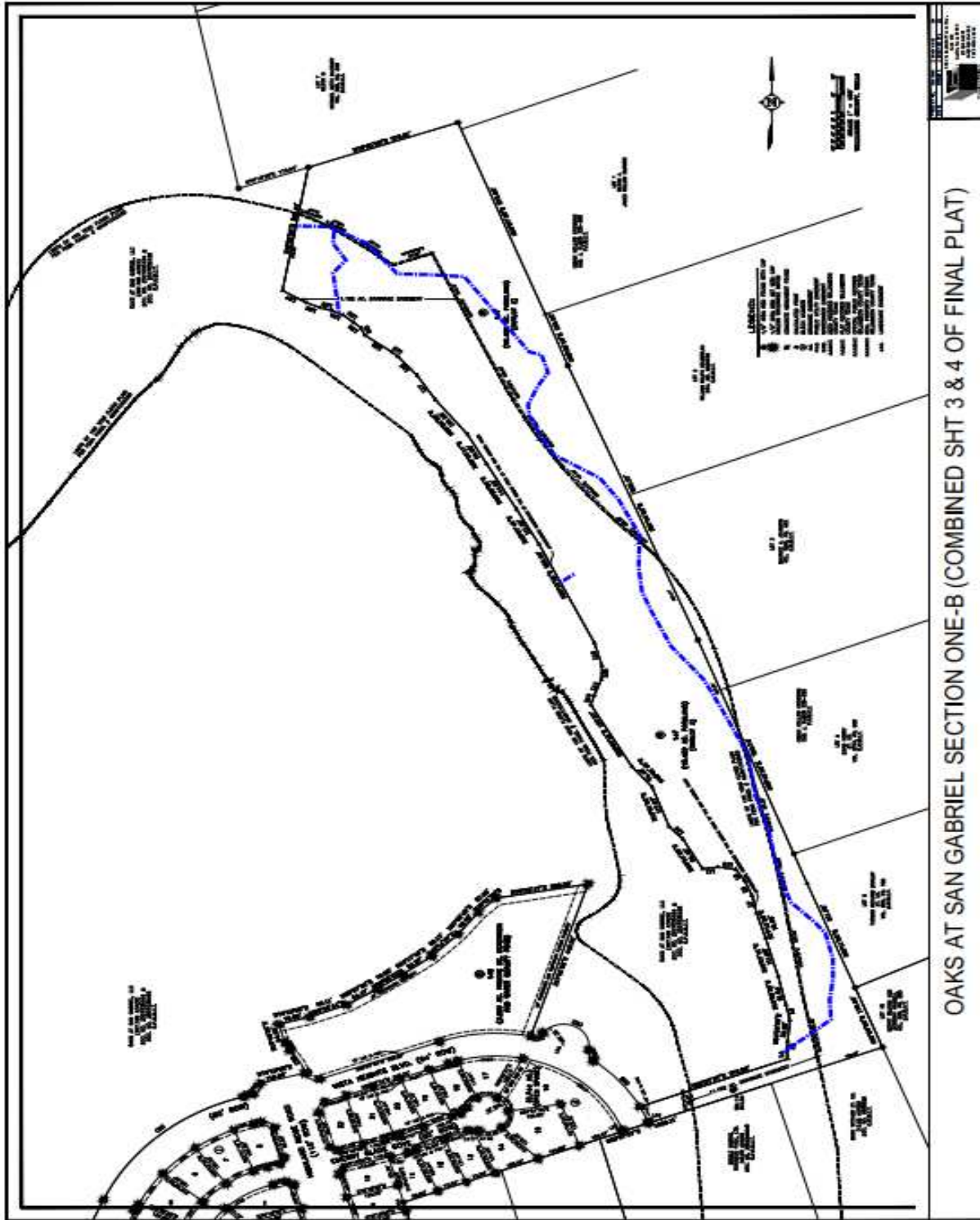
\_\_\_\_\_  
Charlie McNabb, City Attorney

THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON   §

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
by Dale Ross, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the CITY.

My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

# EXHIBIT A



City of Georgetown, Texas  
City Council Regular Meeting  
October 8, 2019

**SUBJECT:**

Consideration and possible action to approve a Resolution granting a **license** for the **encroachment** of **awnings** into the rights of way of **S. Church and E. 8<sup>th</sup> Streets**; and to authorize the Planning Director to execute the license agreement -  
- Travis Baird, Real Estate Services Manager

**ITEM SUMMARY:**

The owner of the building located at the south-east corner of S. Church and E. 8th Streets, at 200 E. 8th Street, has requested a license to allow several awnings to encroach over those rights of way. The awnings will be no less than 8' above the surface of the sidewalk, and will provide shade for pedestrians, protection to the building's entrance, as well as continuity with the downtown city-scape. The proposal has been reviewed by staff, and been found acceptable.

Staff recommends approval of this item.

LIC-2018-019

**FINANCIAL IMPACT:**

N/A. Installation, maintenance, and removal of the license items will be the responsibility of the property owner.

**SUBMITTED BY:**

Travis Baird-Real Estate Services Manager

**ATTACHMENTS:**

Resolution Package

Exhibit A graphic

Concept Exhibit



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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN  
MAKING CERTAIN DETERMINATIONS AND AUTHORIZING THE  
DIRECTOR OF PLANNING TO EXECUTE A REVOCABLE LICENSE  
AGREEMENT PERTAINING TO THE ENCROACHMENT OF AWNINGS  
INTO RIGHTS-OF-WAY OF S. CHURCH AND EAST 8<sup>TH</sup> STREETS  
IMMEDIATELY ADJACENT TO 200 E. 8<sup>TH</sup> STREET.**

WHEREAS, the City of Georgetown (the City) owns real property which are the rights of way of S. Church Street and East 8<sup>th</sup> Street; and

WHEREAS, the City has received a request to allow the encroachment of awnings to overhang those rights-of-way, along the east side of S. Church and south side of East 8<sup>th</sup> Street, immediately adjacent to 200 E. 8<sup>th</sup> Street, utilizing an area, and generally constructed, as depicted in **Exhibit "A"**, attached hereto (License Area); and,

WHEREAS; the awning will be located a minimum of 8 feet above the right-of-way and the sidewalk to avoid interference to the operation or use by the public of the right of way of South Austin Avenue; and,

WHEREAS, the property owner agrees to accept the terms of the revocable license agreement and as set forth in the City Code of Ordinances Section 12.09 and to reimburse the City for costs incurred to process the request in accordance with State law requirements;

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

**SECTION 1.** The facts and recitations contained in the preamble of this resolution 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.

**SECTION 2.** The Director of Planning is hereby authorized to execute a Revocable License Agreement in substantially the same form attached hereto as **Exhibit "B"**.

**SECTION 3.** This resolution shall be effective immediately upon adoption.

Resolution No. \_\_\_\_\_

Description: License to Encroach, 200 E. 8<sup>th</sup> Street, LIC-2018-019

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

RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF GEORGETOWN

ATTEST:

By: \_\_\_\_\_  
Dale Ross, Mayor

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

APPROVED AS TO FORM:

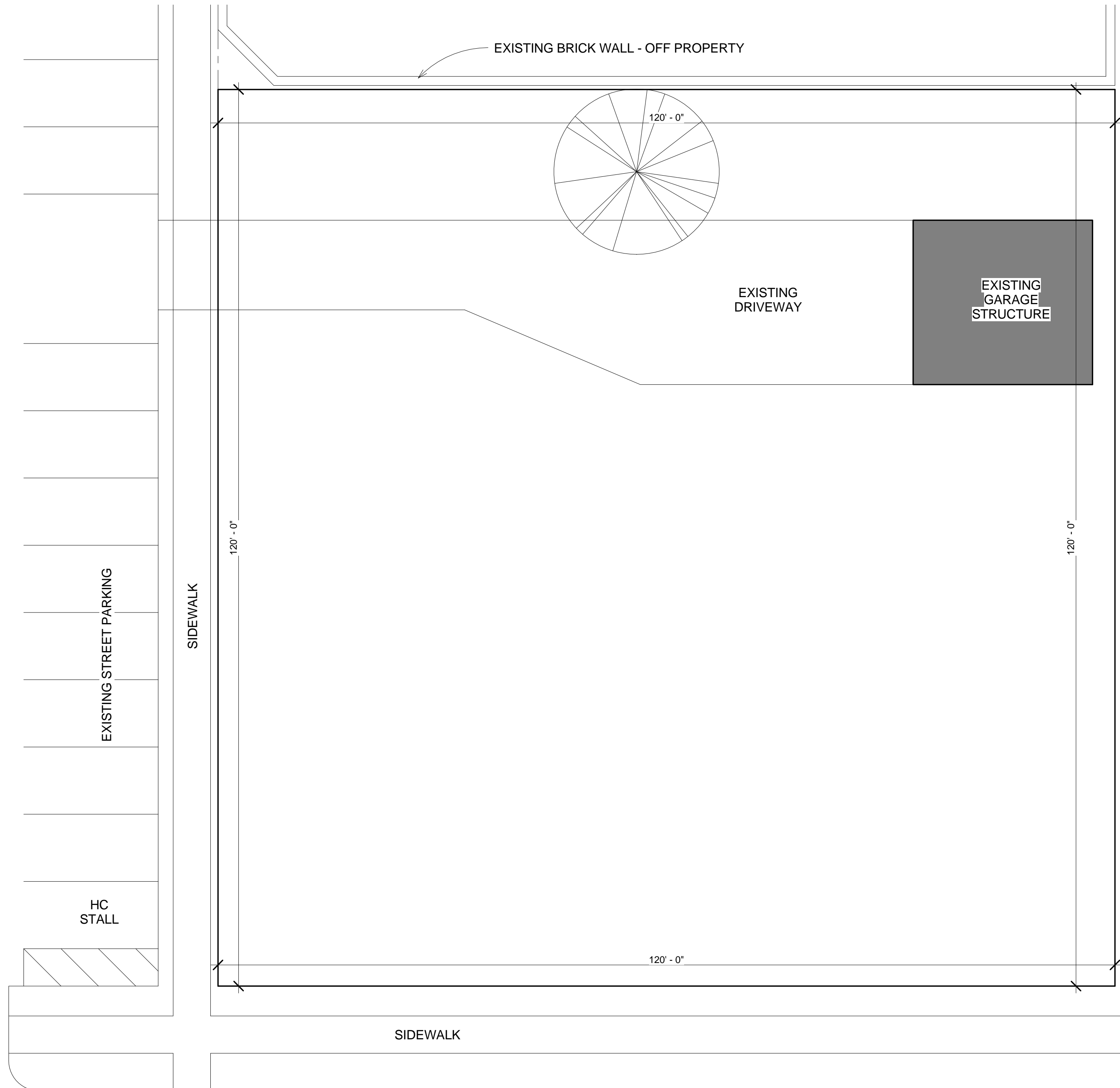
\_\_\_\_\_  
Charlie McNabb, City Attorney

Resolution No. \_\_\_\_\_

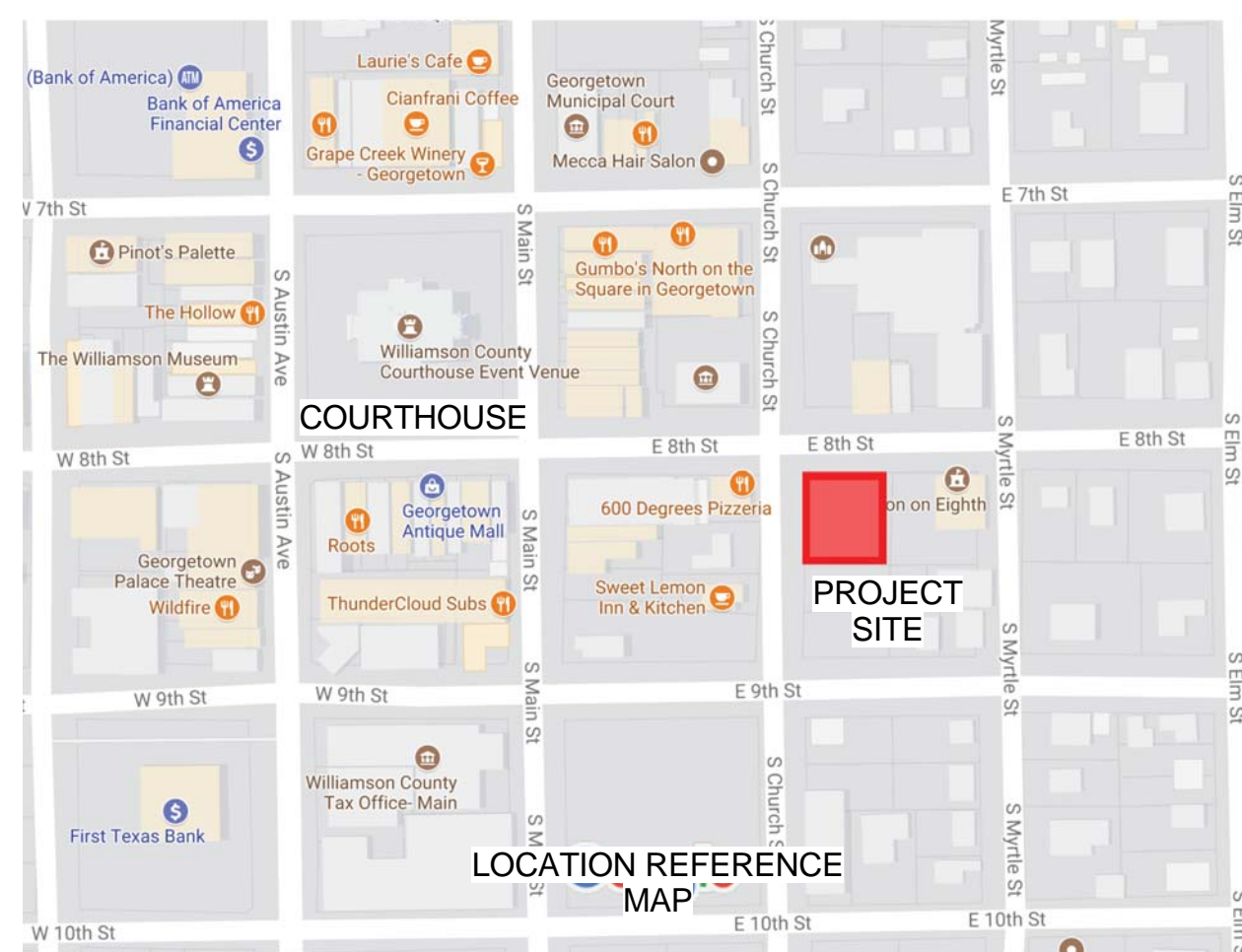
Description: License to Encroach, 200 E. 8<sup>th</sup> Street, LIC-2018-019

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

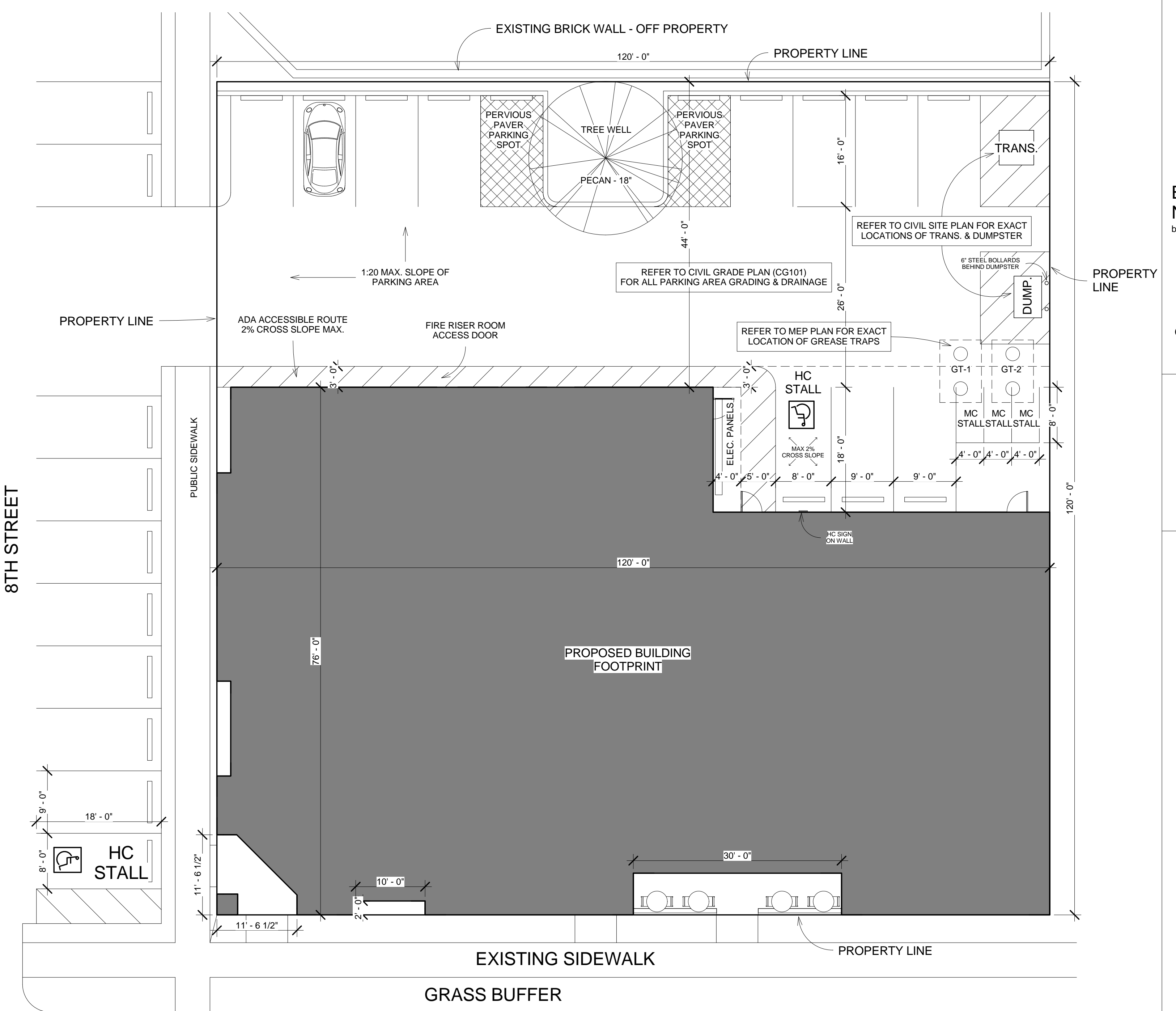
## Exhibit "A"



2 EXISTING SITE PLAN  
1" = 10'-0"



PROJECT INFORMATION	
LOT AREA	14,469 sf
ZONING DISTRICT	MU-DT
EXISTING & PROPOSED USE	MIX-USE
	COMMERCIAL
EXISTING STRUCTURE AREA	528 sf
EXISTING IMPERVIOUS	3.7%
PROPOSED STRUCTURE AREA	15,893 sf
PROPOSED IMPERV. COVER	13,576 sf
PERCENTAGE IMPERV./LOT SF	93.8%



1 RENOVATED SITE PLAN  
1" = 10'-0"


CHURCH ST.

**BUILDING NOTE:**

1) FRONT AND BOTH SIDE FINISH ELEVATIONS COME UP TO BUT DO NOT ENCROACH OVER THE PROPERTY LINE

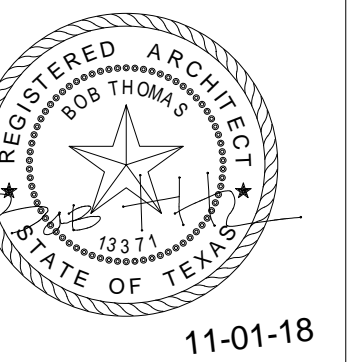
2) REFER TO AWNING PLAN AND EXTERIOR ELEVATIONS FOR ALL AWNING ENCROACHMENT DIMENSIONS

AREA INFORMATION	
FOOTPRINT:	76' X 120'
1st FLOOR	7,898 sf
2nd FLOOR	7,995 sf
TOTAL AREA:	15,893 sf



Bob Thomas,  
Ncarb  
ncarb@yahoo.com

30418 Briarcrest Dr.  
Georgetown, TX 78628  
512-635-0621



HERITAGE COURT  
BUILDING  
200 E. 8th St.  
Georgetown, TX

Permit Issue Date:	11-01-18
--------------------	----------

evisions

No.	Date	Description
1		
2		
3		
4		

File:	WS-DE
-------	-------

Scale: 1" = 10'-0"

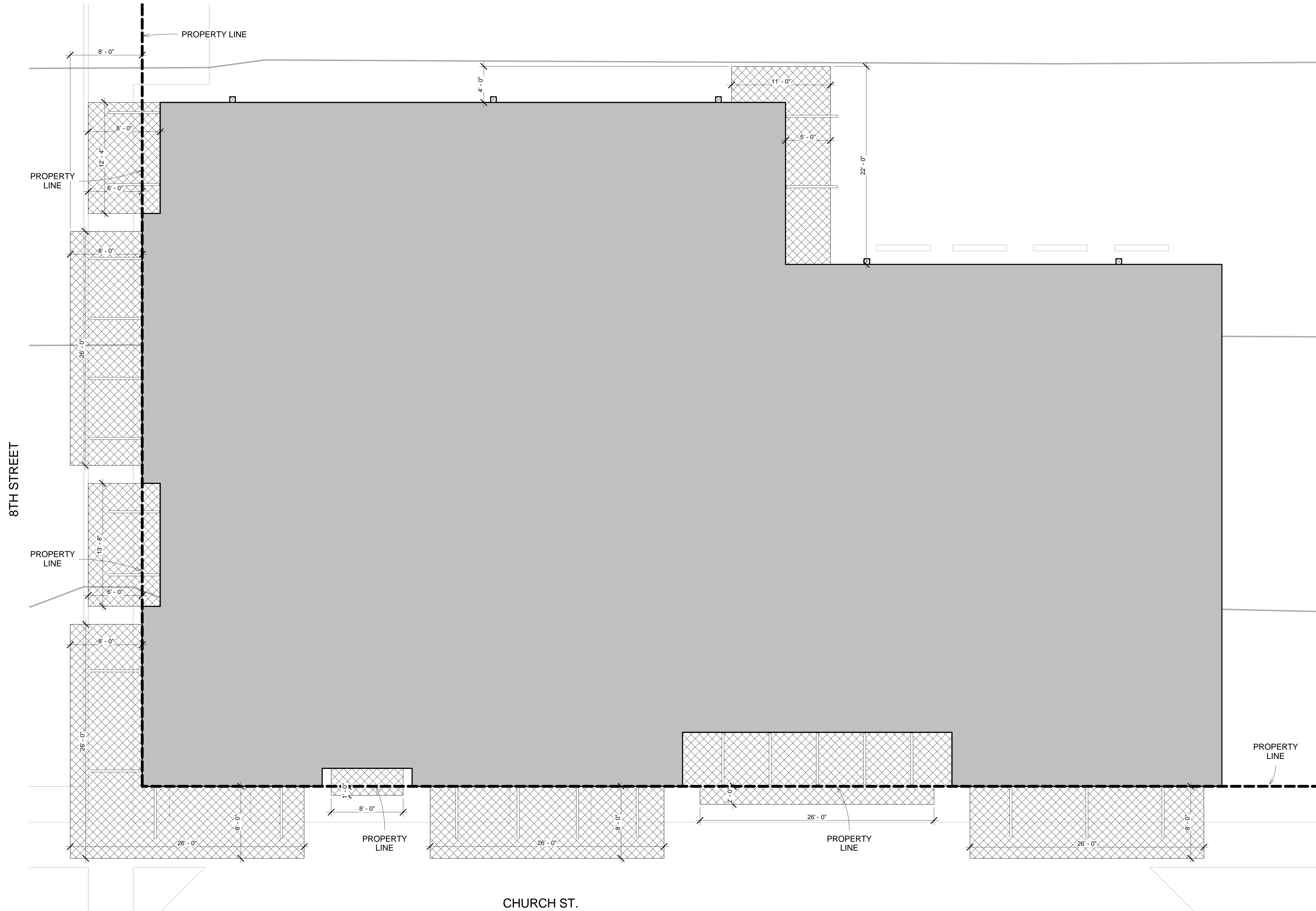
by: SRE

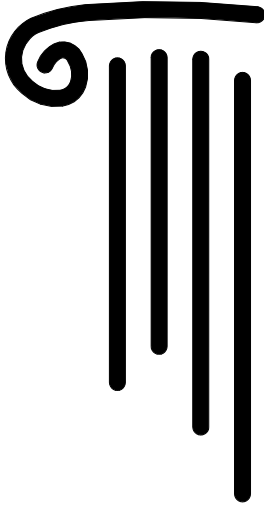
Date: 7-01-19

Sheet Name  
**SITE PLANS**

Sheet No. \_\_\_\_\_

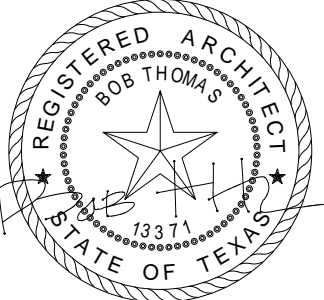
## A0.2





Bob Thomas,  
NCARB  
btncarb@yahoo.com

30418 Briarcrest Dr.  
Georgetown, TX 78628  
512-635-0621



7-31-19

HERITAGE COURT  
BUILDING  
200 E. 8th St.  
Georgetown, TX

Permit Issue Date:  
7-31-19

Revisions

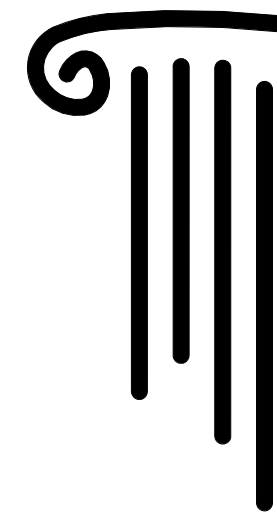
No.	Date	Description
1		
2		
3		
4		

File: WS-DE  
Scale: 3/16" = 1'-0"  
By: SRE  
Date: 7-31-19

Sheet Name  
AWNINGS PLAN

Sheet No.  
A11





Bob Thomas,  
NCARB  
btncarb@yahoo.com

30418 Briarcrest Dr.  
Georgetown, TX 78628  
512-635-0621



HERITAGE COURT  
BUILDING  
200 E. 8th St.  
Georgetown, TX

Permit Issue Date:  
11-01-18

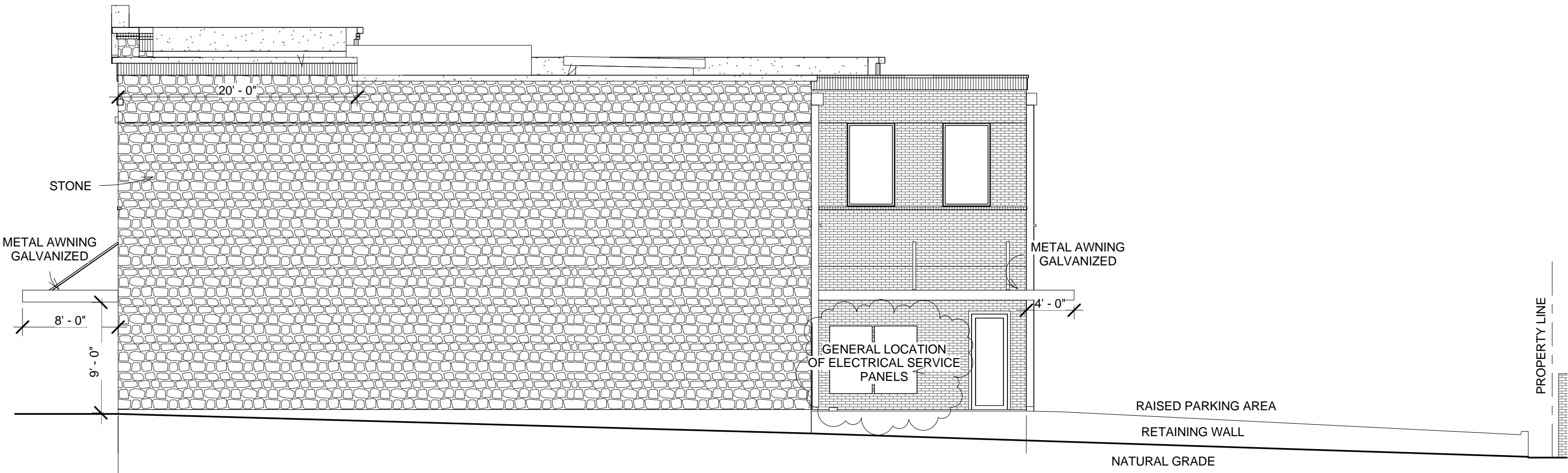
Revisions		
No.	Date	Description

File: WS-DE  
Scale: As indicated  
By: SRE  
Date: 7-01-19

Sheet Name  
**CHURCH &  
SOUTH  
ELEVATIONS**

Sheet No.

**A2.1**



② SOUTH (SIDE) ELEVATION  
1/8" = 1'-0"



① CHURCH ST. (FRONT) ELEVATION  
3/16" = 1'-0"

AWNING ENCROACHMENT NOTES:

A2.1.1 - AWNING ALONG 8TH ST. (LEFT SIDE ELEVATION) EXTENDS OVER SIDE PROPERTY LINE BY 8' - 0"

A2.1.2 - AWNING ALONG CHURCH ST. (FRONT ELEVATION) EXTENDS OVER FRONT PROPERTY LINE BY 8' - 0"

HORIZONTAL ARTICULATION CALCULATIONS FOR FOOTPRINT - CHURCH ST FACADE

Average Bldg. Ht.	33.3	ft. x 3	99.9	ft. max. distance w.o. perpendicular offset	120	ft. actual distance of longest wall
Average Bldg. Ht.	33.3	ft. x 25%	8.325	ft. min. ht. of perpendicular offset	9	ft. actual perpendicular offset
Average Bldg. Ht.	33.3	ft. x 75%	24.975	ft. min. span of perpendicular offset	40	ft. actual span of perpendicular offset

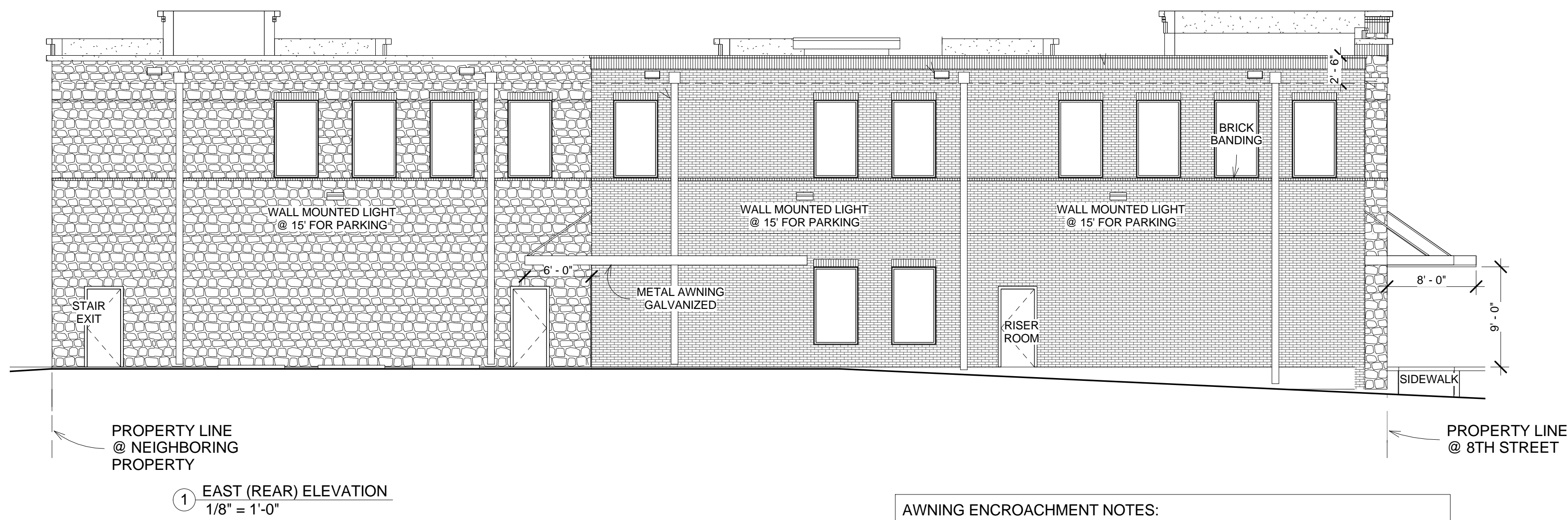
VERTICAL ARTICULATION CALCULATIONS FOR ELEVATIONS - CHURCH ST FACADE

Average Bldg. Ht.	33.3	ft. x 3	99.9	ft. max. distance w.o. vertical elevation change	120	ft. actual distance of longest wall
Average Bldg. Ht.	33.3	ft. x 25%	8.325	ft. min. ht. of vertical elevation change	10.5	ft. actual perpendicular offset
Average Bldg. Ht.	33.3	ft. x 75%	24.975	ft. min. lateral elevation change	40	ft. actual span of perpendicular offset

THE EXTERIOR DESIGN AND HEIGHT OF THE BUILDING APPROVED VIA COA-2018-029  
BY THE HISTORICAL AND ARCHITECTURAL REVIEW COMMISSION ON JULY 24, 2018

EXTERIOR FINISHES

NAME	DESCRIPTION
BRICK	REDLAND BRICK - TANGERINE SMOOTH
BRICK CORNICE	MERIDIAN BRICK - ATHENS ARCH. V104
STONE	MERIDIAN BRICK - WHITE CHOP LIMESTONE
CORNICE/BANDING	AMERICAN ARTSTONE 78-05
TRIM/METAL	GALVANIZED - POLISHED METAL



1 EAST (REAR) ELEVATION  
1/8" = 1'-0"

AWNING ENCROACHMENT NOTES:

A2.2.1 - AWNING ALONG 8TH ST. (LEFT SIDE ELEVATION) EXTENDS OVER SIDE PROPERTY LINE BY 8' - 0"

A2.2.2 - AWNING ALONG CHURCH ST. (FRONT ELEVATION) EXTENDS OVER FRONT PROPERTY LINE BY 8' - 0"



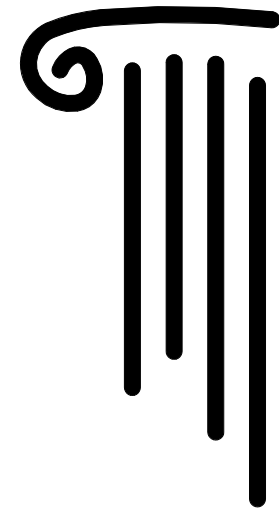
2 8th St. (SIDE) ELEVATION  
3/16" = 1'-0"

ALL BUILDING SIGNAGE IS BEING APPLIED  
AND APPROVED SEPARATELY

THE EXTERIOR DESIGN AND HEIGHT OF THE BUILDING APPROVED VIA COA-2018-029  
BY THE HISTORICAL AND ARCHITECTURAL REVIEW COMMISSION ON JULY 24, 2018

EXTERIOR FINISHES	
NAME	DESCRIPTION
BRICK	REDLAND BRICK - TANGERINE SMOOTH
BRICK CORNICE	MERIDIAN BRICK - ATHENS ARCH. V104
STONE	MERIDIAN BRICK - WHITE CHOP LIMESTONE
CORNICE/BANDING	AMERICAN ARTSTONE 78-05
TRIM/METAL	GALVANIZED - POLISHED METAL

HORIZONTAL ARTICULATION CALCULATIONS FOR FOOTPRINT - 8th ST FAÇADE						
Average Bldg. Ht.	33.3	ft. x 3	99.9	ft. max. distance w.o. perpendicular offset	76	ft. actual distance of longest wall
Average Bldg. Ht.	33.3	ft. x 25%	8.325	ft. min. ht. of perpendicular offset	17.5	ft. actual perpendicular offset
Average Bldg. Ht.	33.3	ft. x 75%	24.975	ft. min. span of perpendicular offset	26	ft. actual span of perpendicular offset
VERTICAL ARTICULATION CALCULATIONS FOR ELEVATIONS - 8th ST FAÇADE						
Average Bldg. Ht.	33.3	ft. x 3	99.9	ft. max. distance w.o. vertical elevation change	76	ft. actual distance of longest wall
Average Bldg. Ht.	33.3	ft. x 25%	8.325	ft. min. ht. of vertical elevation change	10.5	ft. actual perpendicular offset
Average Bldg. Ht.	33.3	ft. x 75%	24.975	ft. min. lateral elevation change	26	ft. actual span of perpendicular offset



Bob Thomas,  
NCARB  
btncarb@yahoo.com

30418 Briarcrest Dr.  
Georgetown, TX 78628  
512-635-0621



HERITAGE COURT  
BUILDING  
200 E. 8th St.  
Georgetown, TX

Permit Issue Date:  
11-01-18

Revisions		
No.	Date	Description

File: WS-DE  
Scale: As indicated  
By: SRE  
Date: 7-01-19

Sheet Name  
8TH & EAST  
ELEVATIONS

Sheet No.

A2.2

**REVOCABLE LICENSE AGREEMENT**

**THE STATE OF TEXAS**

\*

**KNOW ALL MEN BY THESE PRESENTS:**

\*

**COUNTY OF WILLIAMSON**

\*

This is a Revocable License Agreement by and between the City of Georgetown, a Texas home-rule municipal corporation (hereinafter referred to as "LICENSOR"), and CERUS Heritage Court, LLC, a Texas limited liability corporation, whose address is 2802 Flintrock Trace, Ste. 280, Austin, Texas 78738 (hereinafter referred to as "LICENSEE"), owner of the Lot 7A, Block 9, CERUS Heritage Court Amending Plat of Lots 7 & 8, Block 9 of the Glasscock Addition, a subdivision in Williamson County, Texas as recorded in Document No. 2018083620 of the Official Public Records of Williamson County, Texas, and located at 200 E. 8<sup>th</sup> Street. ("hereinafter referred to as the "PROPERTY"), Georgetown, Williamson County, Texas. LICENSOR hereby grants a license to the said LICENSEE to permit awnings to encroach approximately 8 feet, more or less, into the rights of way of South Church and East 8<sup>th</sup> Streets, as shown on Exhibit "A"(hereinafter referred to as Licensed Area), owned and occupied by the City of Georgetown, Williamson County, Texas, but such improvements shall at all times not be in contact with any electric, water, sewer, or other utility, or equipment, or interfere in any way with such utility, improvements and other property, and subject to the following terms and conditions:

Neither the granting of the license, nor any related permit, constitutes an abandonment by LICENSOR of its property, easement or easements, or any other rights in and to the above-described property. LICENSEE expressly stipulating and agreeing by LICENSEE's acceptance of this license that LICENSEE neither asserts nor claims any interest or right of any type or nature whatsoever, legal, equitable or otherwise in or to LICENSOR's easement.

LICENSEE hereby expressly covenants, stipulates and agrees, without limitation, to indemnify and defend the LICENSOR and hold it harmless from any and all liability, claim, cause of action, and cost, including attorneys' fees, and including any acts or omissions of the LICENSOR, its officers, agents, and employees, which may grow out of or be attributable to the granting by the LICENSOR of said license and any supplemental license which may hereafter be issued in connection herewith including any inspections which may be conducted in connection with or pursuant to said license or any supplemental license.

LICENSEE, at its own expense, shall restore or cause to be restored the subject property to as good a condition as existed prior to construction of the improvements which are the subject of this License Agreement. LICENSEE shall pay all costs of relocation of any public utilities or facilities which may be incurred as a result of the proposed construction or actual construction.

LICENSEE agrees to comply with all laws and ordinances in the construction and maintenance of said improvements, and specifically shall abide by Chapter 12.09 of the Code of Ordinances.

- A. If an inspection reveals that any part of the structure or facility or other aspect of the Licensed Area does not comply with applicable terms and provisions of the City Code of Ordinances, the owner of the structure or facility shall be notified and required to make such repairs as are necessary in order to comply with the applicable terms and provisions of the City Code of Ordinances. If any Licensee fails and refuses to allow the Director, or his designee, to come upon or enter the Licensed Area for the purpose of making an inspection, he may be prosecuted under the terms of Chapter 12.09 of the Code of Ordinances, and the Director may revoke the revocable license for the Licensed Area, and such action shall be final.
- B. The City shall have the right at any and all times upon 180 days written notice to the Licensee, its representatives, successors or assigns, to take possession of and use all or any part of the Licensed Area in the event that such use be reasonably desired or needed by the City for street, sewer, transportation or any other public or municipal use or purpose, and in such event, the City shall have the right to cancel the revocable license as to that portion of the Licensed Area so designated and required by the City.
- C. The Licensee shall have the right at any time upon 180 days written notice to the City, to relinquish the use and possession of all or any part of the Licensed Area as it may so determine and to cancel said revocable license as to that part so relinquished.
- D. Upon the lawful termination of a revocable license issued hereunder, in whatsoever manner such termination may be made, Licensee, assigns, successors and representatives, bind and obligate themselves to restore the Licensed Area to the original condition as it existed prior to any construction, or to fulfill any other reasonable conditions for the restoration of the Licensed Area which may be acceptable to the City, and should the Licensee, assigns,

successors, or representatives fail or refuse to do so within 90 days after such termination then in that event the City may do or have done the work necessary for such purpose at the sole cost, risk, liability and expense of Licensee, their assigns, successors and representatives.

- E. Upon written consent of the City, acting by and through the Director, the Licensee may, at his sole cost, risk liability and expense including public liability and property damage insurance in the amounts specified in Subsection 12.09.030 D.4. of Code of Ordinances, remove, reroute, reconstruct, lower or raise any existing utility lines, public or private sewer lines, water lines, including storm sewers, pipes or conduits presently located within a public street, roadway, sidewalk or easement or the City's right-of-way, provided that before changing or interfering with any such utility lines as described aforesaid, the Licensee shall notify the respective utility companies and the City, owning or operating the aforesaid utility lines, concerning any and all changes, modifications, rerouting of or any interference whatsoever with the aforesaid utility lines, pipes or conduits. Any necessary changes, modifications, rerouting or interference with the aforesaid utility lines, pipes or conduits shall be done under the direction of the representatives of the respective utility companies or the City, as the case may be.
- F. After the completion of any construction within a Licensed Area under the terms of a revocable license granted hereunder, should the City desire to lay or construct its utility lines, including sewer lines, water lines, or any other pipes, or conduits under, across, or along said streets within its right-of-way, any and all additional cost for the laying or construction of the aforesaid utility lines, including pipes and conduits, within said street or right-of-way, which may occur by reason of the existence of said construction, shall be paid to the City by the said Licensee, his assigns, successors and representatives.
- G. Solely as between the City and the Licensee, and not for the benefit of any other person, the Licensee, by acceptance of such revocable license, hereby waives any claim he, or any heirs, successors or assigns might have for damages for loss of lateral support to any other improvements hereby contemplated which loss of lateral support might be occasioned by any improvements which the City, its assigns, grantees, or licensees might install or construct.
- H. The Licensee, or his successors, assigns, or representatives, by the acceptance of such revocable license, agree, obligate and bind himself or itself to indemnify and does hereby indemnify and hold and save forever harmless solely the City, any of its agencies, and any person, from all liability, cost or damage on account of Licensee's use, occupancy and maintenance of any part of a public street, roadway, sidewalk or easement or the City's right-of-way and the structures and facilities therein, including by way of example, but not by way of limitation, any buildings, piers, fences, pools, walls, patios, decks basements, etc. constructed on the surface or the subsurface of any public street or right-of-way. This indemnity shall continue in force and effect during the existence of any revocable licenses issued under the provisions of this Chapter.
- I. No transfer or assignment of any revocable license granted under the terms and provisions of this Chapter shall be effective unless and until:
  - 1. The Licensee has, in writing, advised the Director of the name and mailing address of the transferee or assignee; and
  - 2. The transferee or assignee has furnished the Director its written agreement to assume and perform all of the duties, covenants and obligations of the revocable license; and, thereupon, each provision of the revocable license shall be binding upon, and inure to the benefit of, the transferee or assignee of the Licensee.
- J. The breach or violation of any one of the terms, provisions, or conditions set forth in this Chapter shall be sufficient to constitute grounds for the cancellation and forfeiture of the revocable license granted under the authority of Chapter 12.09 of the Code of Ordinances. Any such cancellation and forfeiture may be exercised upon 20 days written notice by the City to the Licensee, a representative or successor, unless, at the expiration of such time, any such violation or breach has ceased or the Licensee is proceeding with all diligence and good faith to remedy any such violation or breach and thereafter continues without delay with such remedial work or correction until such violation or breach has been completely remedied, and, any person violating any of the provisions of this Chapter may be prosecuted as provided in Chapter 12.09 of the Code of Ordinances.

If any person or the owner of land abutting a public street, roadway, sidewalk or easement or the City's right-of-way reveals by his application for a building permit or other authorization of the City that any new, remodeling or renovating construction is desired to be made within any part of a public street, roadway, sidewalk or easement or the City's right-of-way, the requested revocable license will be reviewed for compliance with the terms and provisions of



Chapter 12.09 of the Code of Ordinances, and in addition, be subject to the following conditions:

1. The proposed use of a public street, roadway, sidewalk or easement or the City's right-of-way by any person or the abutting land owner shall not interfere with the City's lawful use thereof.
  2. The proposed construction within a public street, roadway, sidewalk or easement or the City's right-of-way shall be in accordance with the City's Construction Standards, Unified Development Code, and any other applicable ordinances and regulations.
- K. At all times during the construction and building of any structure within a public street, roadway, sidewalk or easement or the City's right-of-way:
1. The street or highway shall be kept open for vehicular and pedestrian traffic in a reasonable manner and no obstruction of the sidewalks shall be allowed in such a way as to prevent the use thereof by pedestrians;
  2. Dirt and other material removed from the building and construction of any such structure within a public street, roadway, sidewalk or easement or the City's right-of-way shall not be allowed to remain on the street or sidewalk, but all such dirt and other materials shall be removed immediately at the sole cost, risk, liability and expense of Licensee;
  3. All excavations and obstructions of any kind where allowed during the period of Licensee's construction, shall be properly barricaded, and well illuminated during the night time, all subject to the approval of the Building Official.
- L. After the completion of the construction within a Licensed Area, the Licensee shall at his own cost and expense replace any sidewalks and surface of any streets that were damaged or removed in the construction of any structures or facilities in a condition equally as good as they were immediately prior to the time of excavation or construction, and all of such sidewalks and streets shall be maintained in a good and useable condition for one year after said sidewalks or streets have been replaced, all subject to the approval of the Director. All damage, if any, to said sidewalks and streets caused by the construction, use, maintenance and operation by Licensee shall be repaired by and at the cost and expense of the Licensee. In the event Licensee fails or refuses to proceed with diligence with the performance of any work in connection with the replacement, rebuilding or resurfacing of streets and sidewalks within 30 days after receiving written notice from the Director, the City may do such work or cause same to be done, all at the sole risk, cost, liability and expense of Licensee.
- M. The Licensee, or his successors, assigns or representatives agree, obligate and bind himself or itself to indemnify and does hereby indemnify and hold and save forever harmless the City, from all liability, cost or damage on account of the construction within a public street, roadway, sidewalk or easement or the City's right-of-way, or on account of using, occupying, preparing, maintaining and operating any such improvements therein.

This license shall expire automatically upon removal of the improvements located upon the property pursuant to this license.

This license shall be effective upon the acceptance of the terms hereof by the LICENSEE, as indicated by the signature of LICENSEE and the approval thereof by the City.

The license shall be filed of record in the Official Records of Williamson County, Texas.

SIGNED and Agreed to on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LICENSOR:  
City of Georgetown

LICENSEE:  
CERUS HERITAGE COURT, LLC

By: \_\_\_\_\_  
Sofia Nelson, Director,  
Planning Department

By: CERUS DEVELOPMENT, LLC, a Texas  
limited liability company

\_\_\_\_\_  
Eric J.W. Visser, Manager  
CERUS Development, LLC, a Texas  
limited liability Corporation

APPROVED AS TO FORM:

\_\_\_\_\_  
James Kachelmeyer, Asst.City Attorney

STATE OF TEXAS )  
 )  
COUNTY OF WILLIAMSON )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Sofia Nelson in her official capacity as Director of the Planning Department for the City of Georgetown, a Texas home-rule municipal corporation, on behalf of said corporation.

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

STATE OF TEXAS )  
 )  
COUNTY OF WILLIAMSON )

ACKNOWLEDGMENT

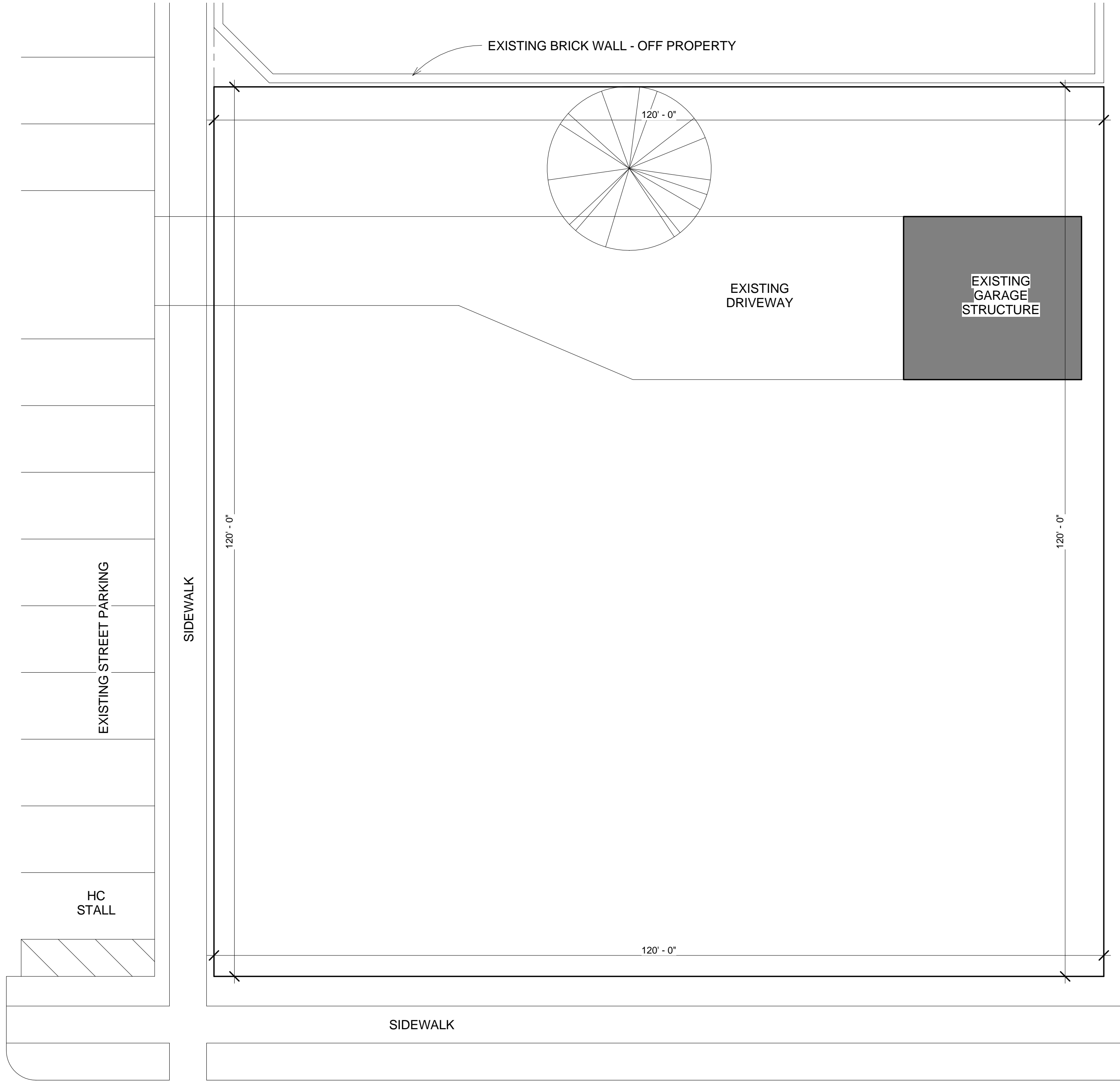
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Eric J.W. Visser, in his/her official capacity as Manager of CERUS Development, LLC, a Texas limited liability company, Manager of CERUS Heritage Court, LLC, a Texas limited liability company.

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

**[Exhibit “A” to Revocable License]**

Exhibit “A” to the Revocable License are heretofore attached as Exhibit “A” to the foregoing Resolution and will be attached accordingly to the original Revocable License prior to execution and recording.

8TH STREET

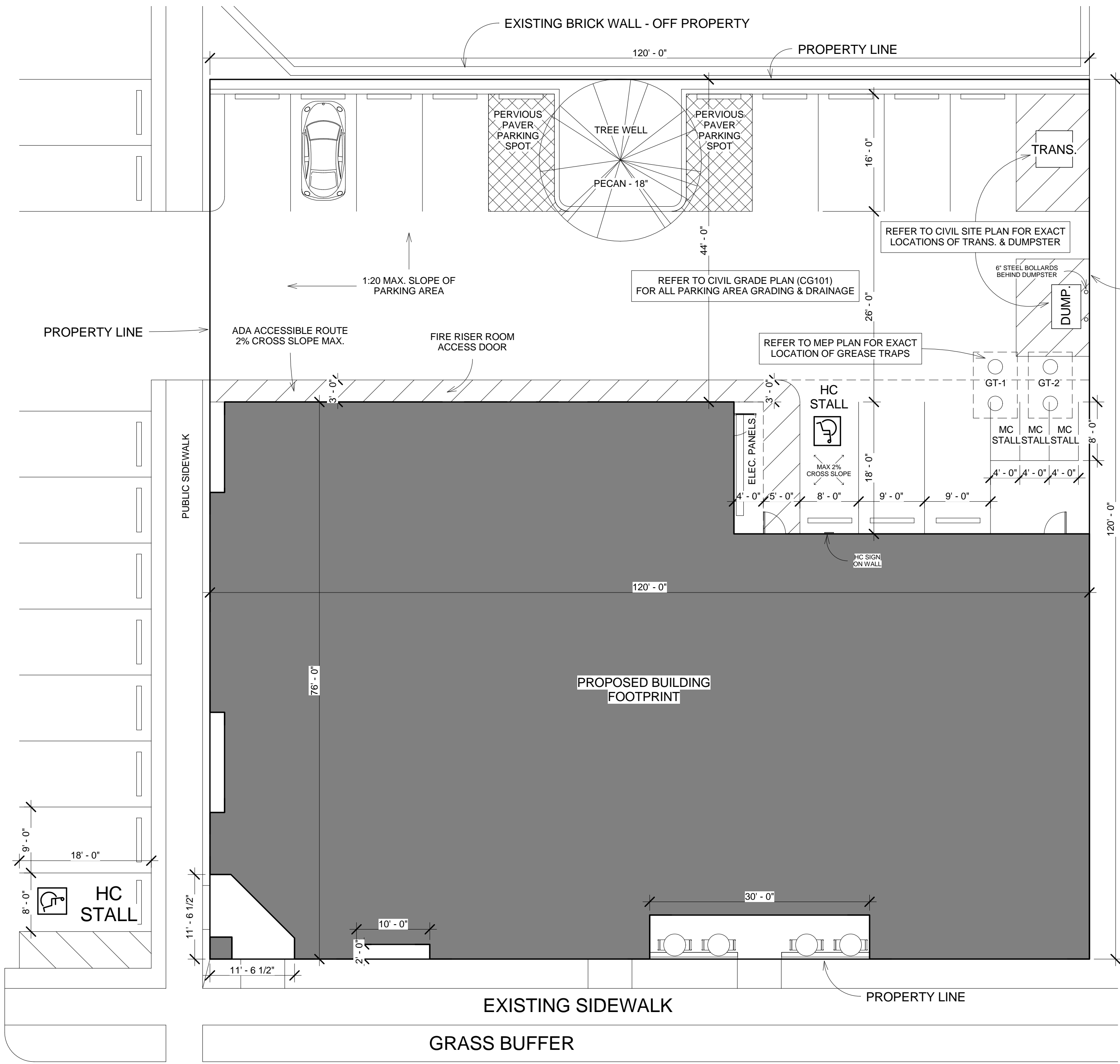


2 EXISTING SITE PLAN  
1" = 10'-0"



CHURCH ST.

8TH STREET



1 RENOVATED SITE PLAN  
1" = 10'-0"

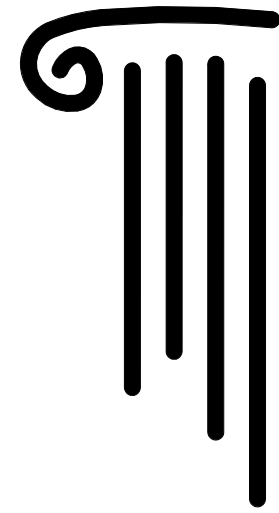
CHURCH ST.

BUILDING NOTE:  
1) FRONT AND BOTH SIDE FINISH ELEVATIONS COME UP TO BUT DO NOT ENCROACH OVER THE PROPERTY LINE  
2) REFER TO AWNING PLAN AND EXTERIOR ELEVATIONS FOR ALL AWNING ENCROACHMENT DIMENSIONS

PROJECT INFORMATION	
LOT AREA	14,469 sf
ZONING DISTRICT	MU-DT
EXISTING & PROPOSED USE	MIX-USE COMMERCIAL
EXISTING STRUCTURE AREA	528 sf
EXISTING IMPERVIOUS	3.7%
PROPOSED STRUCTURE AREA	15,893 sf
PROPOSED IMPERV. COVER	13,576 sf
PERCENTAGE IMPERV./LOT SF	93.8%

14 FULL-SIZE PARKING SPACES ON PROPERTY  
1 MOTORCYCLE PARKING  
15 TOTAL ON-SITE  
10 EXISTING & NEW PARKING SPACES @ 8TH ST.  
5 NEW PARALLEL SPACES ON CHURCH ST.  
30 TOTAL PROPOSED PARKING SPACES - 2 HC STALLS

AREA INFORMATION	
FOOTPRINT:	76' X 120'
1st FLOOR	7,898 sf
2nd FLOOR	7,995 sf
TOTAL AREA:	15,893 sf



Bob Thomas,  
NCARB  
btncarb@yahoo.com

30418 Briarcrest Dr.  
Georgetown, TX 78628  
512-635-0621



HERITAGE COURT  
BUILDING  
200 E. 8th St.  
Georgetown, TX

Permit Issue Date:  
11-01-18

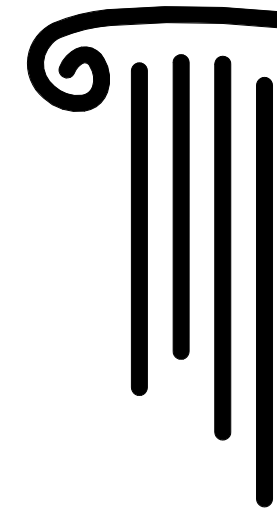
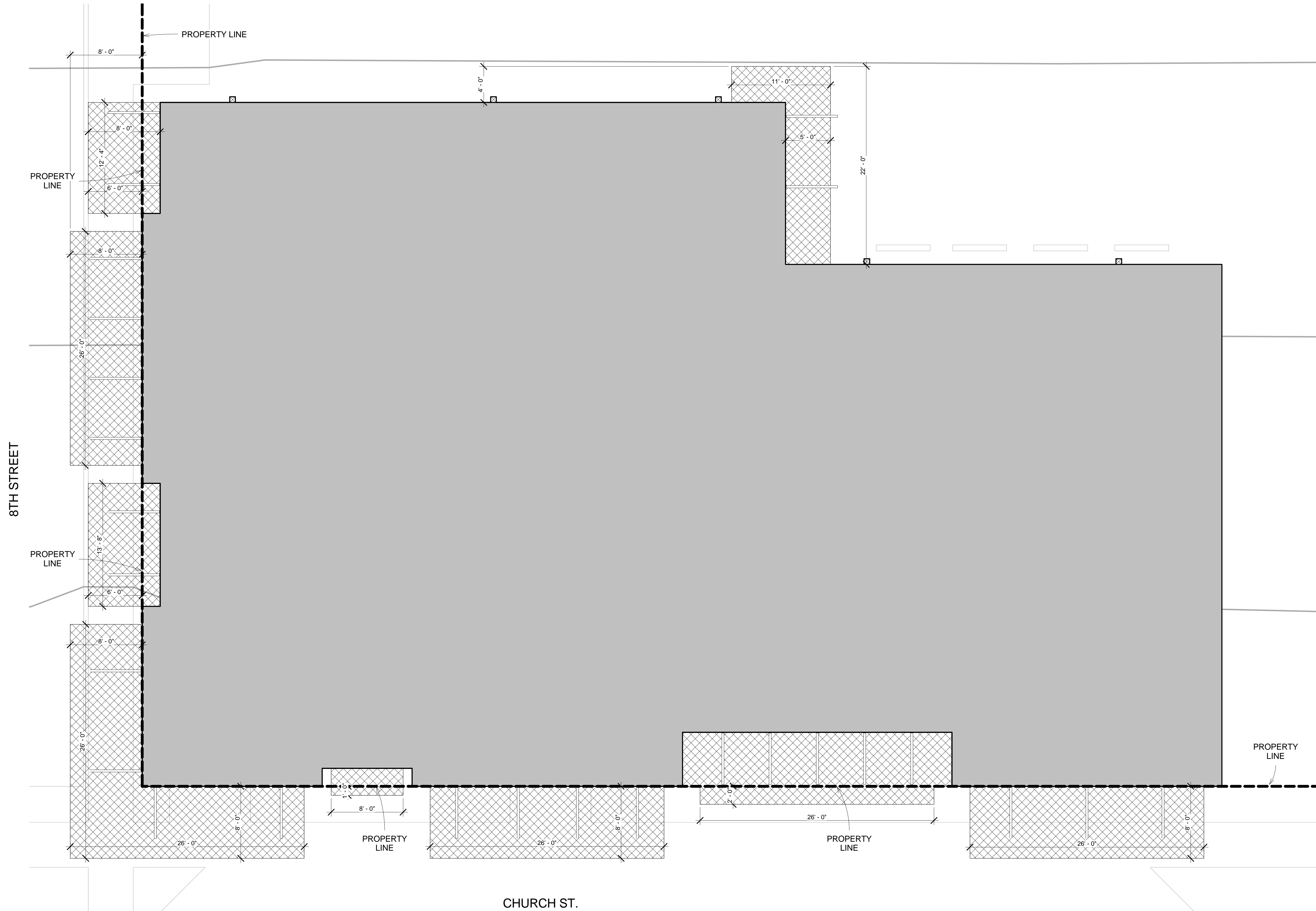
Revisions		
No.	Date	Description
1		
2		
3		
4		

File: WS-DE  
Scale: 1" = 10'-0"  
By: SRE  
Date: 7-01-19

Sheet Name  
SITE PLANS

Sheet No.

A0.2

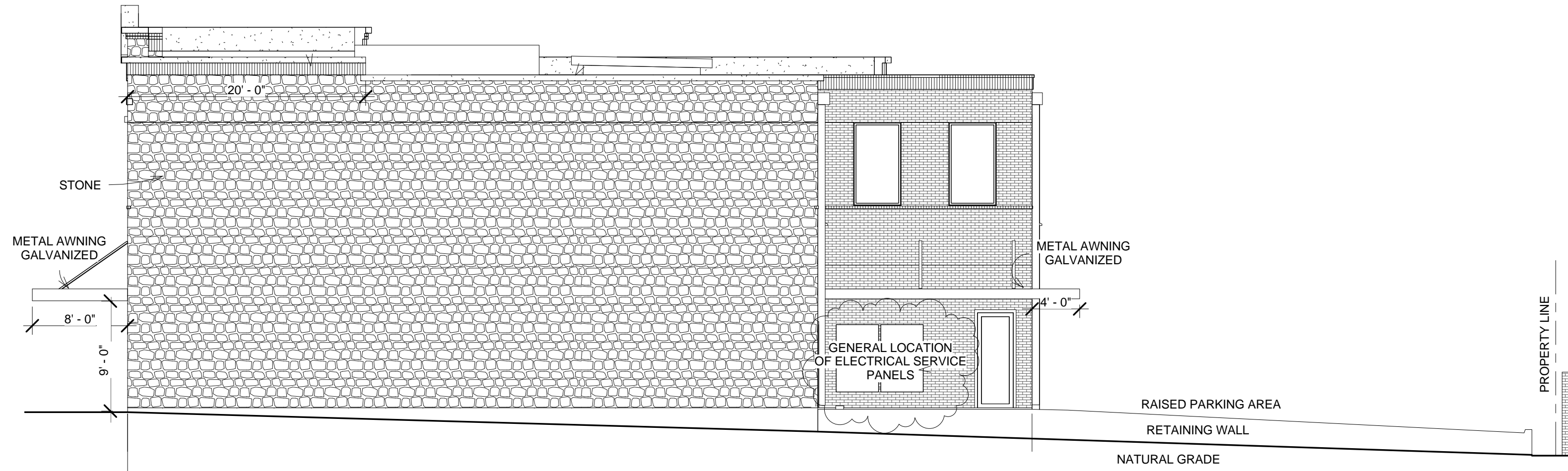


Bob Thomas,  
NCARB  
btncarb@yahoo.com

30418 Briarcrest Dr.  
Georgetown, TX 78628  
512-635-0621







② SOUTH (SIDE) ELEVATION  
1/8" = 1'-0"



① CHURCH ST. (FRONT) ELEVATION  
3/16" = 1'-0"

**AWNING ENCROACHMENT NOTES:**

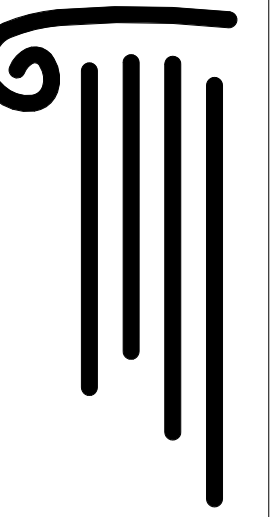
A2.1.1 - AWNING ALONG 8TH ST. (LEFT SIDE ELEVATION) EXTENDS OVER SIDE PROPERTY LINE BY 8' - 0"

A2.1.2 - AWNING ALONG CHURCH ST. (FRONT ELEVATION) EXTENDS OVER FRONT PROPERTY LINE BY 8' - 0"

HORIZONTAL ARTICULATION CALCULATIONS FOR FOOTPRINT - CHURCH ST FACADE					
Average Bldg. Ht.	33.3	ft. x 3	99.9	ft. max. distance w.o. perpendicular offset	120
Average Bldg. Ht.	33.3	ft. x 25%	8.325	ft. min. ht. of perpendicular offset	9
Average Bldg. Ht.	33.3	ft. x 75%	24.975	ft. min. span of perpendicular offset	40
VERTICAL ARTICULATION CALCULATIONS FOR ELEVATIONS - CHURCH ST FACADE					
Average Bldg. Ht.	33.3	ft. x 3	99.9	ft. max. distance w.o. vertical elevation change	120
Average Bldg. Ht.	33.3	ft. x 25%	8.325	ft. min. ht. of vertical elevation change	10.5
Average Bldg. Ht.	33.3	ft. x 75%	24.975	ft. min. lateral elevation change	40

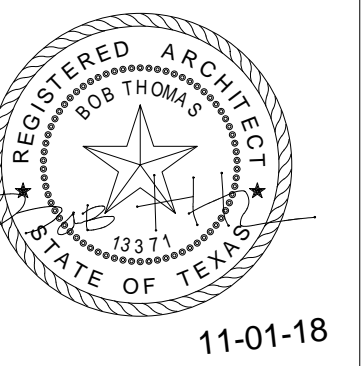
THE EXTERIOR DESIGN AND HEIGHT OF THE BUILDING APPROVED VIA COA-2018-029 BY THE HISTORICAL AND ARCHITECTURAL REVIEW COMMISSION ON JULY 24, 2018

EXTERIOR FINISHES	
NAME	DESCRIPTION
BRICK	REDLAND BRICK - TANGERINE SMOOTH
BRICK CORNICE	MERIDIAN BRICK - ATHENS ARCH. V104
STONE	MERIDIAN BRICK - WHITE CHOP LIMESTONE
CORNICE/BANDING	AMERICAN ARTSTONE 78-05
TRIM/METAL	GALVANIZED - POLISHED METAL



Bob Thomas,  
NCARB  
btncarb@yahoo.com

30418 Briarcrest Dr.  
Georgetown, TX 78628  
512-635-0621



HERITAGE COURT  
BUILDING  
200 E. 8th St.  
Georgetown, TX

Permit Issue Date:  
11-01-18

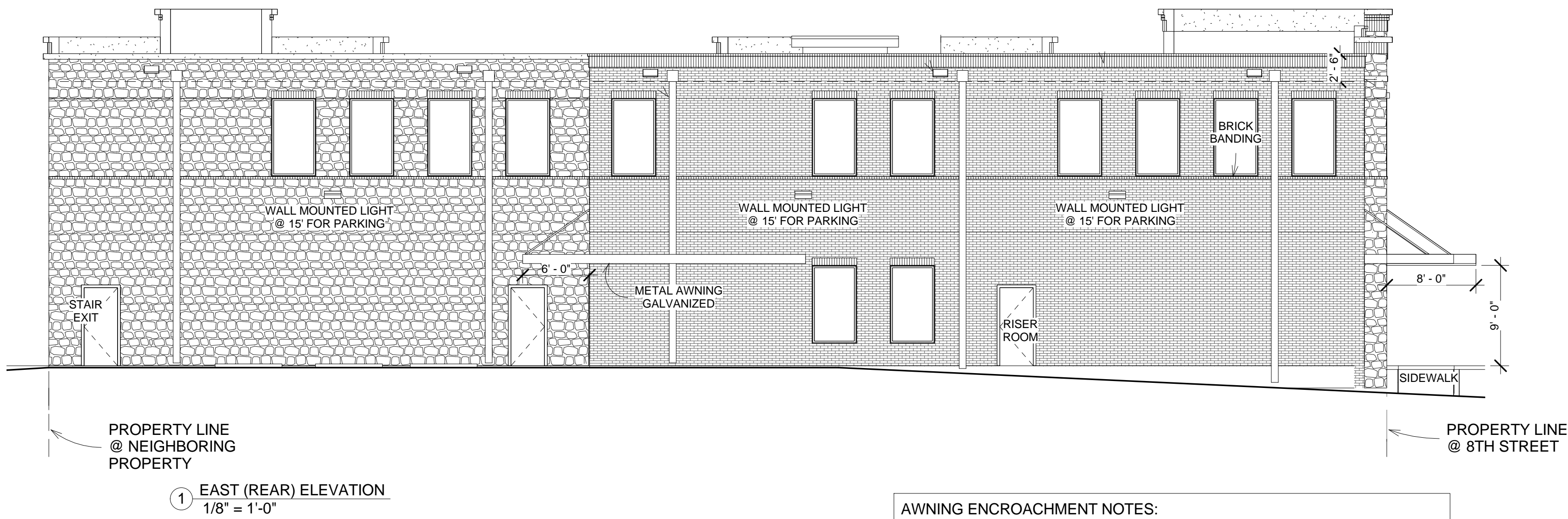
Revisions		
No.	Date	Description

File: WS-DE  
Scale: As indicated  
By: SRE  
Date: 7-01-19

Sheet Name  
CHURCH &  
SOUTH  
ELEVATIONS

Sheet No.

A2.1



AWNING ENCROACHMENT NOTES:

A2.2.1 - AWNING ALONG 8TH ST. (LEFT SIDE ELEVATION) EXTENDS OVER SIDE PROPERTY LINE BY 8' - 0"

A2.2.2 - AWNING ALONG CHURCH ST. (FRONT ELEVATION) EXTENDS OVER FRONT PROPERTY LINE BY 8' - 0"

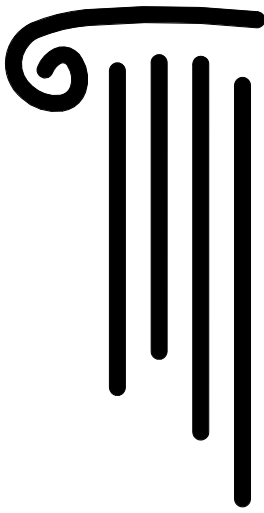


ALL BUILDING SIGNAGE IS BEING APPLIED AND APPROVED SEPARATELY

THE EXTERIOR DESIGN AND HEIGHT OF THE BUILDING APPROVED VIA COA-2018-029 BY THE HISTORICAL AND ARCHITECTURAL REVIEW COMMISSION ON JULY 24, 2018

EXTERIOR FINISHES	
NAME	DESCRIPTION
BRICK	REDLAND BRICK - TANGERINE SMOOTH
BRICK CORNICE	MERIDIAN BRICK - ATHENS ARCH. V104
STONE	MERIDIAN BRICK - WHITE CHOP LIMESTONE
CORNICE/BANDING	AMERICAN ARTSTONE 78-05
TRIM/METAL	GALVANIZED - POLISHED METAL

HORIZONTAL ARTICULATION CALCULATIONS FOR FOOTPRINT - 8th ST FAÇADE						
Average Bldg. Ht.	33.3	ft. x 3	99.9	ft. max. distance w.o. perpendicular offset	76	ft. actual distance of longest wall
Average Bldg. Ht.	33.3	ft. x 25%	8.325	ft. min. ht. of perpendicular offset	17.5	ft. actual perpendicular offset
Average Bldg. Ht.	33.3	ft. x 75%	24.975	ft. min. span of perpendicular offset	26	ft. actual span of perpendicular offset
VERTICAL ARTICULATION CALCULATIONS FOR ELEVATIONS - 8th ST FAÇADE						
Average Bldg. Ht.	33.3	ft. x 3	99.9	ft. max. distance w.o. vertical elevation change	76	ft. actual distance of longest wall
Average Bldg. Ht.	33.3	ft. x 25%	8.325	ft. min. ht. of vertical elevation change	10.5	ft. actual perpendicular offset
Average Bldg. Ht.	33.3	ft. x 75%	24.975	ft. min. lateral elevation change	26	ft. actual span of perpendicular offset



Bob Thomas,  
NCARB  
btncarb@yahoo.com

30418 Briarcrest Dr.  
Georgetown, TX 78628  
512-635-0621



HERITAGE COURT  
BUILDING  
200 E. 8th St.  
Georgetown, TX

Permit Issue Date:  
11-01-18

Revisions		
No.	Date	Description

File: WS-DE  
Scale: As indicated  
By: SRE  
Date: 7-01-19

Sheet Name  
8TH & EAST  
ELEVATIONS

Sheet No.

A2.2





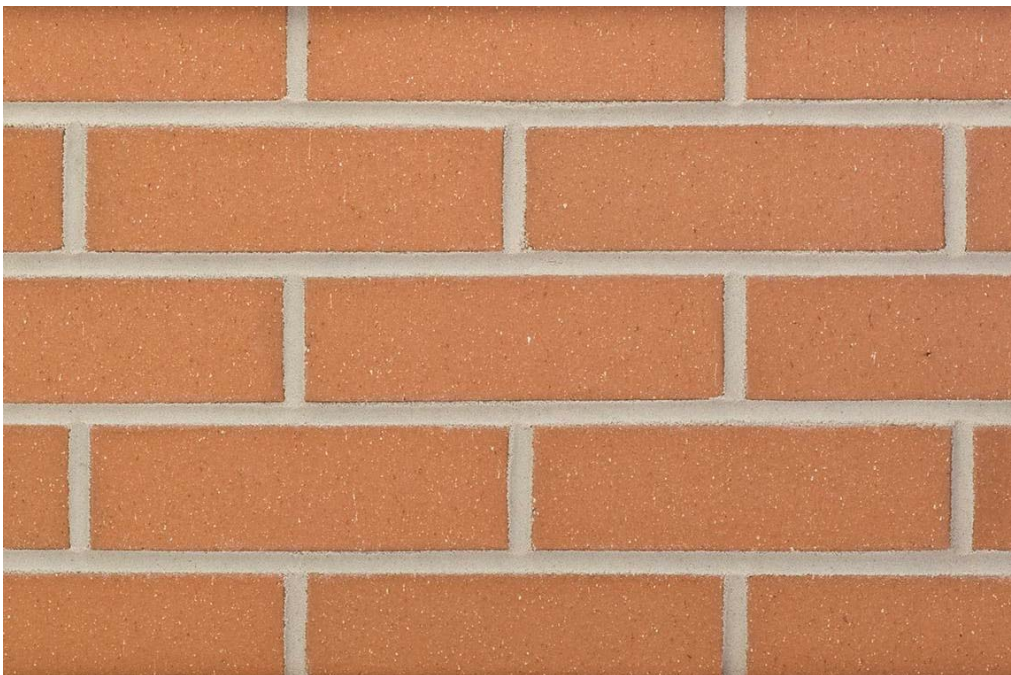
FRONT ELEVATION - NW CORNER @ CHURCH ST.



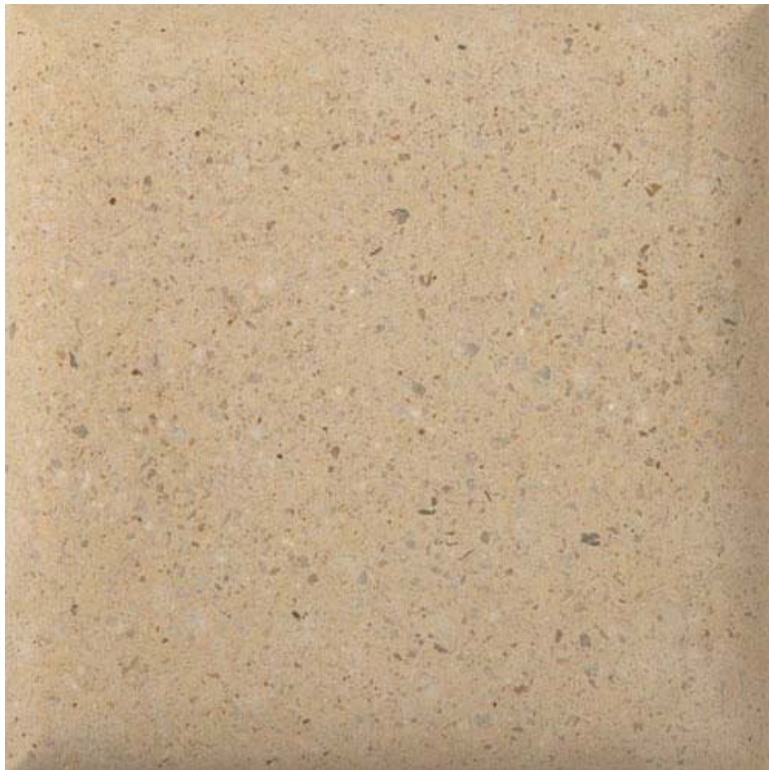
STONE - MERIDIAN BRICK -  
CHOP WHITE LIMESTONE



CORNICE - MERIDIAN BRICK - ATHENS ARCH. V104



REDLAND BRICK - TANGERINE SMOOTH



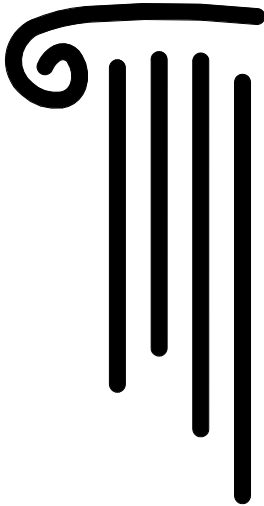
CORNICE - AMERICAN ARTSTONE  
78-05



METAL - STOREFRONT, WINDOWS  
& DOORS

EXTERIOR FINISHES	
NAME	DESCRIPTION
BRICK	REDLAND BRICK - TANGERINE SMOOTH
BRICK CORNICE	MERIDIAN BRICK - ATHENS ARCH. V104
STONE	MERIDIAN BRICK - WHITE CHOP LIMESTONE
CORNICE/BANDING	AMERICAN ARTSTONE 78-05
TRIM/METAL	GALVANIZED - POLISHED METAL

HERITAGE COURT  
BUILDING  
200 E. 8th St. Georgetown, TX



Bob Thomas, NCARB  
Registered Architect

30418 Briarcrest Dr.  
Georgetown, TX 78628  
512-635-0621  
btncarb@yahoo.com

"REVIEW ONLY"  
NOT FOR REGULATORY  
APPROVAL, PERMITTING  
OR CONSTRUCTION

Revisions		
No.	Date	Description
1		
2		
3		
4		

File: WS-DE

Scale:

By: SRE

Date: 7-01-19

Sheet Name

PRESENTATION  
SHEET

Sheet No.

A9



City of Georgetown, Texas  
City Council Regular Meeting  
October 8, 2019

**SUBJECT:**

Consideration and possible action to approve **Annual Blanket Agreement** with **Gulf Coast Paper Company** to provide **custodial supplies and equipment** through the BuyBoard Contract #569-18 in an amount not to exceed **\$110,000.00** – Cheryl Turney, Acting Purchasing Manager

**ITEM SUMMARY:**

Approval of this blanket purchase agreement with Gulf Coast Paper Company through the BuyBoard Purchasing Cooperative will allow the City to take advantage of the discounts available through this national cooperative contract. Items will be ordered by the City Warehouse and the Facilities Department as needed during the term of 10/01/2019 – 09/30/2020.

This action requests approval for not-to-exceed amount of \$110,000 for the FY 2019-2020.

Purchases made under the BuyBoard Contract #569-18 satisfies any state laws requiring the local government to seek competitive bids for the purchase of goods and services when purchasing under Texas Government Code 271, Subchapter F. Cooperative Purchasing Program.

**FINANCIAL IMPACT:**

The city-wide annual estimated expenditures for this blanket term agreement is \$110,000. Purchases will be made in the Inventory Account and expensed to the individual departments when issued from Inventory.

**SUBMITTED BY:**

Cheryl Turney, Acting Purchasing Manager

**ATTACHMENTS:**

BuyBoard Contract



P.O. Box 400  
Austin, TX 78767-0400  
800.695.2919 | 512.467.0222 | Fax: 800.211.5454  
buyboard.com

August 22, 2019

**Sent via email to: [alanda@gulfcoastpaper.com](mailto:alanda@gulfcoastpaper.com)**

Anna Landa  
Gulf Coast Paper Company  
1101 South Padre Island Dr.  
Corpus Christi TX 78416

Re: Custodial Supplies & Equipment  
BuyBoard Contract 569-18

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Custodial Supplies & Equipment, Contract 569-18 effective October 1, 2018 through September 30, 2019, with two possible one-year renewals. At this time, we are renewing your contract through September 30, 2020.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at [connie.burkett@tasb.org](mailto:connie.burkett@tasb.org).

**Reminder:** Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal. Evaluations will be made annually, prior to the expiration date of the contract term, and the BuyBoard reserves the right to discontinue the vendor's contract at that time.

Additionally, **all purchase orders must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member.** Accepting orders directly from a member entity without Cooperative authorization is a violation of the terms of your contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email ([info@buyboard.com](mailto:info@buyboard.com)). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at [connie.burkett@tasb.org](mailto:connie.burkett@tasb.org). We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Connie W Burkett, CTSBO  
Contract Administrator



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.

City of Georgetown, Texas  
City Council Regular Meeting  
October 8, 2019

**SUBJECT:**

Consideration and possible action to approve a **municipal services agreement** with **Ashby Signature Homes, LLC**, for the provision of municipal services to an approximately 1.123-acre tract in the J.B. Pulsifer Survey, Abstract No. 498, generally located at **34 Skyline Drive, upon annexation** – Sofia Nelson, CNU-A, Planning Director

**ITEM SUMMARY:**

**Overview of Applicant's Request:**

The applicant is requesting annexation for a 1.123-acre tract generally located at 34 Skyline Road. The subject property has a Future Land Use designation of Moderate Density Residential.

The item under consideration tonight is to approve the municipal services agreement required for voluntary annexation submitted in accordance with State Law.

**Meeting Schedule:**

9/10/2019 – City Council Grant Petition for Annexation - COMPLETED

10/8/2019 – City Council Agrees to Municipal Services Agreement - TONIGHT

10/22/2019 – City Council Public Hearing and First Reading of Ordinance

11/12/2019 – City Council Second Reading of Ordinance

**FINANCIAL IMPACT:**

City services, including police and fire protection, emergency medical services, solid waste collection and disposal are immediately subject to the property upon approval of the annexation ordinance. Extension of capital improvements such as water and wastewater systems will be subject to the City's utility extension and improvement policy or the terms of any potential agreement with the property owner.

**SUBMITTED BY:**

Ethan Harwell, Planner

**ATTACHMENTS:**

Municipal Services Agreement

Exhibit A - Metes and Bounds Survey

**MUNICIPAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF GEORGETOWN, TEXAS**  
**AND Ashby Signatures Homes, LLC**

This Municipal Services Agreement ("Agreement") is entered into on the 26 day of September, 2019 by and between the City of Georgetown, Texas, a home-rule municipality of the State of Texas ("City") and Ashby Signature Homes, LLC. ("Owner").

**RECITALS**

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement

**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;

**WHEREAS**, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation (the "Effective Date");

**WHEREAS**, Owner owns certain parcels of land located at Approx. 34 Skyline Road, which consists of approximately 1.123 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A" attached and incorporated herein by reference ("Property");

**WHEREAS**, Owner has filed a written request with the City for annexation of the Property, identified as Annexation Case No. 2019-5-ANX ("Annexation Case");

**WHEREAS**, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

**WHEREAS**, the Annexation Case and execution of this Agreement are subject to approval by the Georgetown City Council; and

**NOW THEREFORE**, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.
2. **INTENT.** It is the intent of the City that this Agreement provide 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.

3. **MUNICIPAL SERVICES.**

- a. Commencing on the Effective Date, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.
  - i. Fire Protection and Emergency Medical Services – The City of Georgetown Fire Department will provide response services in the annexed area consisting of: fire suppression and rescue; emergency response to 9-1-1 calls; fire prevention education efforts, and other duties and services provided by the Georgetown Fire Department.
  - ii. Police – The City’s Police Department will provide protection and law enforcement services.
  - iii. Planning and Development, Building Permits, and Inspections Services - Upon annexation, the City will provide site plan review; zoning approvals; Building Code and other standard Code inspection services; City Code enforcement; sign regulations and permits; and Stormwater Permit services in the annexed.
  - iv. Parks and Recreational Facilities. Residents of the Property will be permitted to utilize all existing publicly-owned parks and recreational facilities and all such facilities acquired or constructed after the Effective Date (including community service facilities, libraries, swimming pools, etc.), throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor. 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.
  - v. Other Publicly Owned Buildings. Residents of the Property will be permitted to use all other publicly owned buildings and facilities where the public is granted access.
  - vi. Library – Upon annexation, library privileges will be available to anyone residing in the annexed area
  - vii. Stormwater Utility Services – The Property will be included in the City’s Stormwater Utility service area and will be assessed a monthly fee based on the amount of impervious surface. The fees

will cover the direct and indirect costs of stormwater management services.

- viii. Streets, Roads, and Street Lighting – The City will provide preventative maintenance of the existing public streets and roads in the annexed area over which it has jurisdiction through maintenance and preventative maintenance services such as emergency pavement repair; ice and snow monitoring; crack seal, sealcoat, slurry seal, and PM overlay; and other routine repair. The City shall not maintain private roads in the annexed area. Preventative maintenance projects are prioritized on a City-wide basis and scheduled based on a variety of factors, including surface condition, rideability, age, traffic volume, functional classification, and available funding. As new streets are dedicated and accepted for maintenance they will be included in the City's preventative maintenance program.
  - ix. Water and Wastewater Facilities in the Annexed Area that Are Not Within the Area of Another Water or Wastewater Utility –City-owned water and wastewater facilities that exist in the annexed area will be maintained in accordance with City ordinances, standards, policies and procedures.
  - x. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
  - xi. Code Compliance – The City's Code Department will provide education, enforcement, and abatement relating to code violations within the Property.
  - xii. Animal Control Services – Upon annexation, the City shall provide animal control services in the annexed area.
  - xiii. Business Licenses and Regulations – Upon annexation, the City shall provide business licensing services (Carnivals Circuses and Other Exhibitions; Electrician's Licenses; Gross Receipts Charge or Street Rental; Peddlers and Solicitors; Taxicabs, Buses and Other Vehicles for Hire; Horse Drawn Carriages and other Non-Motorized Vehicles for Hire; Sexually Oriented Businesses; and Alcoholic Beverages) in the annexed area
- b. The City will provide water service and wastewater treatment service to developments established after the Effective Date in accordance with, and on the schedule determined by, the City's extension policies, capital improvements schedule, and applicable law and at rates established by City ordinances for such services.
  - c. The City may impose a fee for any municipal service in the area annexed if

the same type of fee is imposed within the corporate boundaries of the City. All City fees are subject to revision from time to time by the City in its sole discretion.

- d. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
  - e. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
- 4. **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.
  - 5. **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 Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
  - 6. **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.
  - 7. **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.
  - 8. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Williamson County, Texas or the United States District Court for the Western District of Texas, Austin Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
  - 9. **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.
  - 10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers

or immunities.


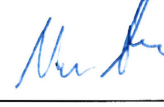
11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
13. **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 term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property.
14. **ENTIRE 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.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

**CITY OF GEORGETOWN**

Ashby Signature Homes, LLC.

By: \_\_\_\_\_  
Dale Ross  
Mayor

By:   
By:   
Name: Norm Ashby  
Title: Owner



Approved as to Form:

---

Charlie McNabb  
City Attorney

Attest:

---

Robyn Densmore  
City Secretary

State of Texas §  
County of Williamson §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Dale Ross, Mayor of the City of Georgetown, a Texas municipal corporation, on behalf of said corporation.

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

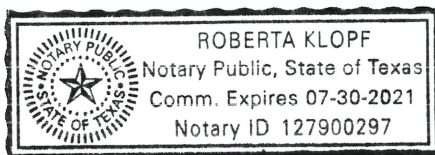
Notary Public, State of Texas

State of Texas §  
County of Williamson §

This instrument was acknowledged before me on the 26 day of September, 2019, by Norm Ashby, owner of [Name of individual signing, title (if any)] on behalf of said Ashby Signature Homes [insert name of company or individual where applicable]. LLC

By: 

Notary Public, State of Texas



After Recording Return to

**EXHIBIT "A"**

**BEING A 1.123 ACRES OF LAND OUT OF THE J. B. PULSIFER SURVEY, ABSTRACT 498, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 1.428 ACRE TRACT DESCRIBED IN SPECIAL WARRANTY DEED TO H4WR PHASE 3A, LLC RECORDED IN DOCUMENT NUMBER 2019020656 OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;**

**BEGINNING** at a set 1/2" iron rod with a red plastic cap stamped "MATKINHOOVER ENG.& SURVEY" on the north line of a called 7.21 acre tract described in deed to Andrew Glenn Mahaffey and wife, Linda Boyd Mahaffey recorded in Volume 2031, Page 413 of the Official Records of Williamson County, Texas (O.R.W.C.T.), the southeast corner of a called 23.120 acre tract described as Tract I in deed to Ashby Signature Homes, LLC recorded in Document Number 2018098005 of the O.P.R.W.C.T. same being the southwest corner of the herein described, from which a 1/2-inch iron rod found for the northwest corner of said 7.21 acre tract bears South 83°39'51" West 370.81 feet;

**THENCE North 10°42'16" West** with the east line of said Tract I, passing at a distance of 540.77 feet a 1/2-inch iron rod found for the northeast corner of said Tract I and the southeast corner of a called 12.84 acre tract described in deed to Mark L. Price and wife, Paula H. Price recorded in Volume 2477, Page 240 of the O.R.W.C.T., continuing for a total distance of **976.75 feet** with the east line of 12.84 acre tract to a set 1/2" iron rod with a red plastic cap stamped "MATKINHOOVER ENG.& SURVEY" for the northwest corner of the herein described, from which the a 1/2-inch iron rod found for the northwest corner of the 1.428 acre tract bears North 11°48'37" West 272.08 feet;

**THENCE North 79°16'21" East 50.00 feet** through said 1.428 acre tract with the north line of the herein described to a set 1/2" iron rod with a red plastic cap stamped "MATKINHOOVER ENG.& SURVEY" for the northeast corner of the herein described and on the west line of a called 162.77 acre tract described as Tract Two, Parcel Two in deed to Wolf Legacy, LP recorded in Document Number 2013096273 of the O.P.R.W.C.T., from which a 1/2-inch iron rod found for an angle point in the west line of said 1.428 acre tract bears North 10°38'40" West 212.87 feet;

**THENCE South 10°42'21" East 980.12 feet** with the east line of the herein described and the west line of said 162.77 acre tract to a set 1/2" iron rod with a red plastic cap stamped "MATKINHOOVER ENG.& SURVEY" for the northeast corner of said 7.21 acre tract same being the southeast corner of the herein described;

**THENCE South 83°07'56" West 50.14 feet** with the north line of said 7.21 feet to the **POINT OF BEGINNING** and containing 1.123 acres of land.

That I, Cory Blake Silva, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief, and that the property described herein was determined by a survey made on the ground under my direction and supervision.

This description is accompanied by and made a part of a sketch issued by Cory Blake Silva, Registered Professional Land Surveyor No. 6500.



8-22-2019

Cory Blake Silva

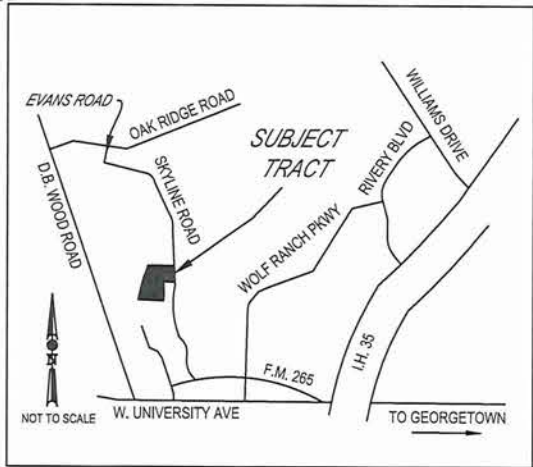
Registered Professional Land Surveyor No. 6500



Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), State Plane Coordinate System of Texas, Central Zone, 4203, US Survey Foot, Grid.



CATEGORY 1A LAND TITLE SURVEY OF  
A 1.123 ACRE TRACT OF LAND LOCATED IN THE J. B. PULSIFER SURVEY,  
ABSTRACT NO. 498, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION  
OF A CALLED 1.428 ACRE TRACT OF LAND AS CONVEYED TO H4WR PHASE  
3A, LLC, OF RECORD IN DOCUMENT NO. 2019060106 OF THE OFFICIAL  
PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

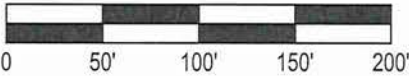


LOCATION MAP

- NOTES
1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM (NAD) OF 1983. DISTANCES SHOWN HEREON ARE GRID UNITS.
  2. REFERENCED PROPERTY IS IN ZONE X UNSHADED, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SCALED FROM FEMA FLOOD MAP 290 OF 750, COMMUNITY PANEL NO. 4849C0290E, DATED SEPTEMBER 26, 2008.
  3. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT.



SCALE: 1"=100'



MARK L. PRICE AND WIFE, PAULA H. PRICE  
(12.84 AC)  
VOL. 2477, PG. 240  
O.R.W.C.T.

ORVILLE PERRY  
ABSTRACT NO. 10

ASHBY SIGNATURE HOMES, LLC  
(TRACT I, 23.120 AC)  
DOC. NO. 2018098005  
O.P.R.W.C.T.

WOLF LEGACY, LP  
(TRACT TWO, PARCEL TWO 162.77 AC)  
DOC. NO. 2013096273  
O.P.R.W.C.T.

P.O.B.  
S83° 07' 56"W 50.14'

ANDREW GLENN MAHAFFEY AND  
WIFE, LINDA BOYD MAHAFFEY  
(7.21 AC)  
VOL. 2031, PG. 413  
O.R.W.C.T.



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT  
TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT CORRECTLY  
REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

CORY BLAKE SILVA  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6500  
CSILVA@MATKINHOOVER.COM  
JOB NO. 19-5041

8-22-2019

LEGEND

- P.O.B.  
O.R.  
O.P.R.  
●  
○

POINT OF BEGINNING  
OFFICIAL RECORDS  
OFFICIAL PUBLIC RECORDS  
1/2" IRON ROD FOUND (UNLESS NOTED)  
SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER  
ENG. & SURVEY" PLASTIC CAP

**MATKINHOOVER**

HEADQUARTERS  
8 SPENCER ROAD SUITE 300  
BOERNE, TEXAS 78006  
OFFICE: 830.349.0600 FAX: 830.349.0099  
9301 SHELL ROAD SUITE 3  
GEORGETOWN, TEXAS 78628  
OFFICE: 512.868.2244

ENGINEERING  
& SURVEYING

GEORGETOWN, TEXAS REGISTERED SURVEYING FIRM F-10194347  
BOERNE, TEXAS REGISTERED SURVEYING FIRM F-10024000  
BOERNE, TEXAS REGISTERED ENGINEERING FIRM F-004512  
CIVIL ENGINEERS SURVEYORS LAND PLANNERS  
CONSTRUCTION MANAGERS CONSULTANTS

City of Georgetown, Texas  
City Council Regular Meeting  
October 8, 2019

**SUBJECT:**

**Public Hearing and First Reading** of an Ordinance to **rezone** approximately **2.55 acres** out of the Nicholas Porter Survey, Abstract No. 497, **from the Residential Single-Family (RS) district to the Office (OF) district**, for the property generally located at **1625 Williams Drive** -- Sofia Nelson, CNU-A, Planning Director

**ITEM SUMMARY:**

**Overview of the Applicant's Request:**

The applicant is requesting to rezone the Residential Single-Family (RS) zoned property to Office (OF).

**Staff Analysis:**

Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the proposed request complies with two (2) and partially complies with three (3) of the 5 criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined in the attached Staff Report.

**Public Comment:**

As required by the Unified Development Code (UDC), all property owners within 300 feet of the subject property were notified of the request (43 notices mailed), a legal notice advertising the public hearing was placed in the Sun Newspaper August 28, 2019 and signs were posted on-site. As of the publication date of this report, staff has received 0 written comments in favor and 2 in opposition of the request.

**Planning and Zoning Commission:**

At their September 17, 2019 meeting, the Planning and Zoning Commission recommended denial (6-1) of the request.

**FINANCIAL IMPACT:**

None. The applicant has paid the required application fees.

**SUBMITTED BY:**

Michael Patroski

**ATTACHMENTS:**

2019-12-REZ - P&Z Staff Report

Exhibit 1-Location Map

Exhibit 2-Future Land Use Map

Exhibit 3- Zoning Map

Exhibit 4-Design and development standards of the OF Zoning districts

Exhibit 5- Letter of Intent

Exhibit 6 Public Comments

Ordinance with Exhibit



# Planning and Zoning Commission Planning Department Staff Report

**Report Date:** September 12, 2019  
**Case No:** 2019-12-REZ  
**Project Planner:** Michael Patroski, Planner

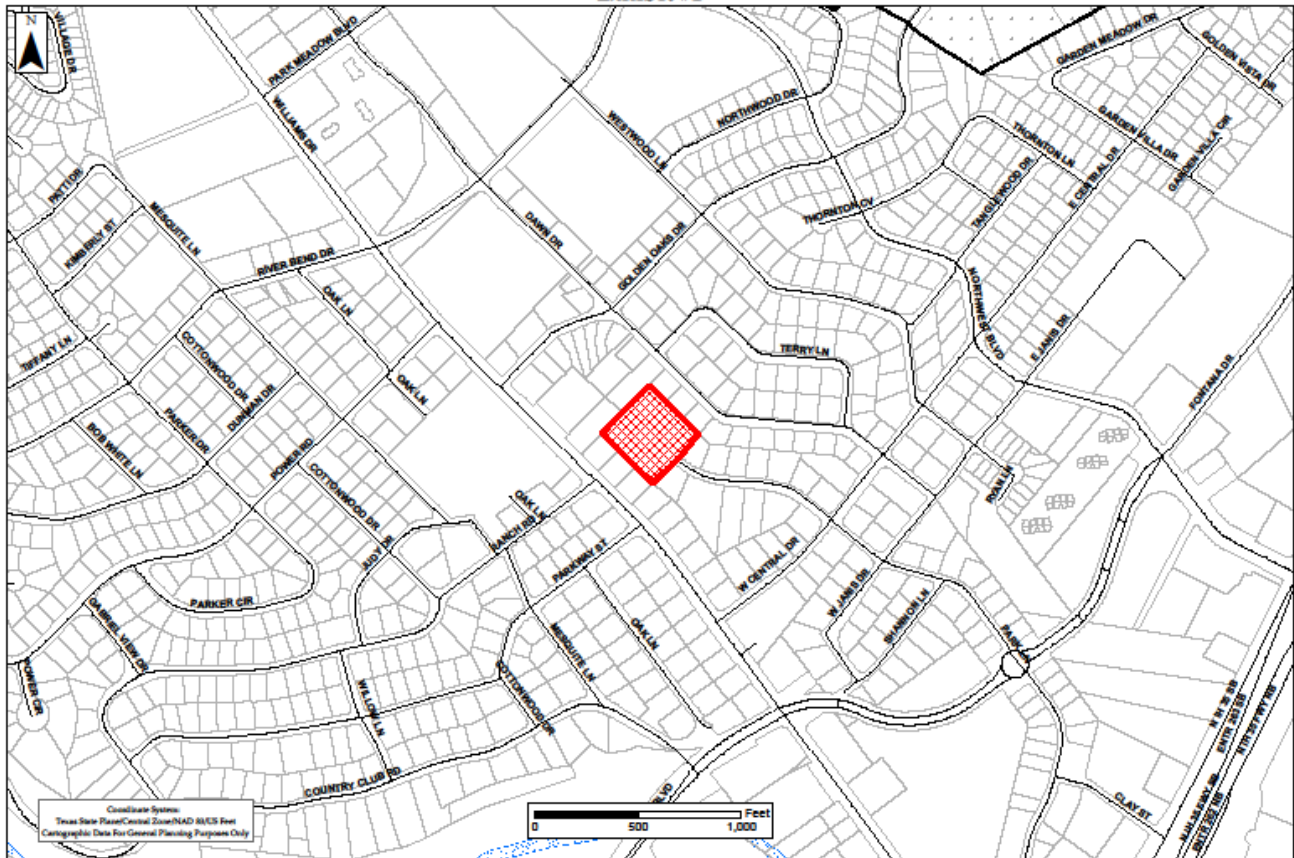
## Item Details

**Project Name:** Keister Properties  
**Project Location:** 1625 Williams Drive, within City Council district No. 2.  
**Total Acreage:** 2.55 acres  
**Legal Description:** 2.55 acres out of the Nicholas Porter Survey, Abstract No. 49  
**Applicant:** Jab Engineering, LLC, c/o Joshua Barran  
**Property Owner:** Dave Keister  
**Request:** The applicant is requesting to rezone the **Residential Single-Family (RS)** zoned property to **Office-(OF)**.  
**Case History:** The portion of the property fronting Williams Drive was rezoned in 2018.



**Location Map  
2019-12-REZ  
Exhibit #1**

**Legend**  
Site  
Parcels  
City Limits  
Georgetown ETJ



## Planning Department Staff Report

---

### Overview of Applicant's Request

The applicant is requesting to rezone the Residential Single-Family (RS) zoned property to Office (OF).

### Site Information

#### Location:

The subject property is located generally at 1625 Williams Drive. This property is located at the end of Park Lane one block east of the Williams Drive/Golden Oaks Drive intersection.

#### Physical and Natural Features:

The subject property currently consist of a one (1) existing barn. The remainder of the property is predominately flat with moderate tree coverage throughout the site.

#### Future Land Use and Zoning Designations:

The subject property has a Mixed-Use Neighborhood Center Future Land Use designation. It is currently zoned Residential-Single Family (RS). It is also situated within the 2017 Williams Drive Study Area with the intended designation of Small Office/Medium Density Housing.

#### Surrounding Properties:

The subject property is adjacent to Residential Single-Family to the east and north, and Office to the west and south.

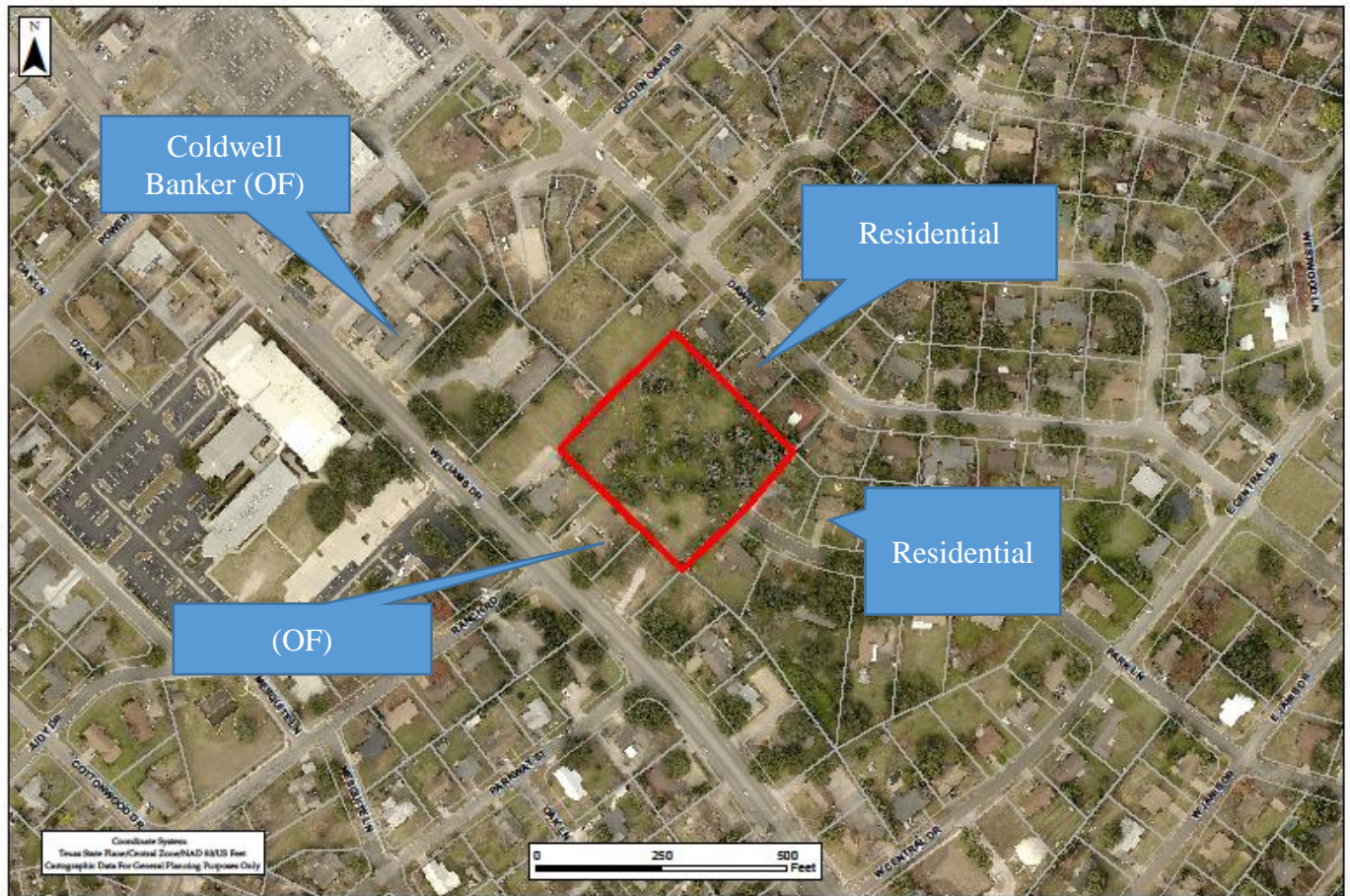
The current zoning, Future Land Use designation, and existing uses of the adjacent properties to the north, south, east and west are outlined in the table below:

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
North	Residential-Single Family (RS)	Moderate Density Residential (MDR)	Residential Structure
South	Office (OF)	Mixed Use Neighborhood Center (MUNC)	Undeveloped
East	Residential Single-Family (RS)	Mixed Use Neighborhood Center (MUNC)	Residential Structure
West	Office (OF)	Mixed Use Neighborhood Center (MUNC)	Undeveloped





2019-12-REZ  
Aerial



### Property History:

The subject property was annexed into the city limits in 1964 (Annexation Ordinance 64-A1). This is the first rezoning case for the subject property.

### Comprehensive Plan Guidance

#### Future Land Use Map:

The *Mixed-Use Neighborhood Center* designation applies to smaller areas of mixed commercial use within existing and new neighborhoods. These areas are primarily proposed adjacent to, or as part of, larger residential neighborhoods. Neighborhood-serving mixed-use areas abut roadway corridors or are located at key intersections. They often function as gateways into the neighborhoods they serve.

These compact and often “walk-to” centers provide limited retail goods and services to a local customer base, while having minimal impact on the surrounding residential uses. They accommodate (but do not require) mixed-use buildings with neighborhood-serving retail, service, and other uses on the ground floor, and offices or residential units above. They may also include stand-alone high density residential development.

## Planning Department Staff Report

Uses in these areas might include a corner store, small grocery, coffee shops, hair salons, dry cleaners and other personal services, as well as small professional offices and upper story apartments. They may also include noncommercial uses such as churches, schools, or small parks. In new neighborhoods, in particular, the exact size, location, and design of these areas should be subject to a more specific approval process, to ensure an appropriate fit with the surrounding residential pattern.

### Growth Tier:

The subject property is located within Growth Tier 1A. *Tier 1A* is that portion of the city where infrastructure systems are in place, or can be economically provided, and where the bulk of the city's growth should be guided over the near term. Within Tier 1A, the city is called on to conduct assessments of public facility conditions and capacities, and to prioritize short and long term capital investments so as to ensure that infrastructure capacity is sufficient to serve development intensities as indicated on the Future Land Use Map and in the zoning districts.

### Other Master Plans: Williams Drive Study

The Williams Drive Study recommends a mix of uses within the Centers Area ranging between Urban Mixed Use, to Highway Commercial, to low to high density residential.

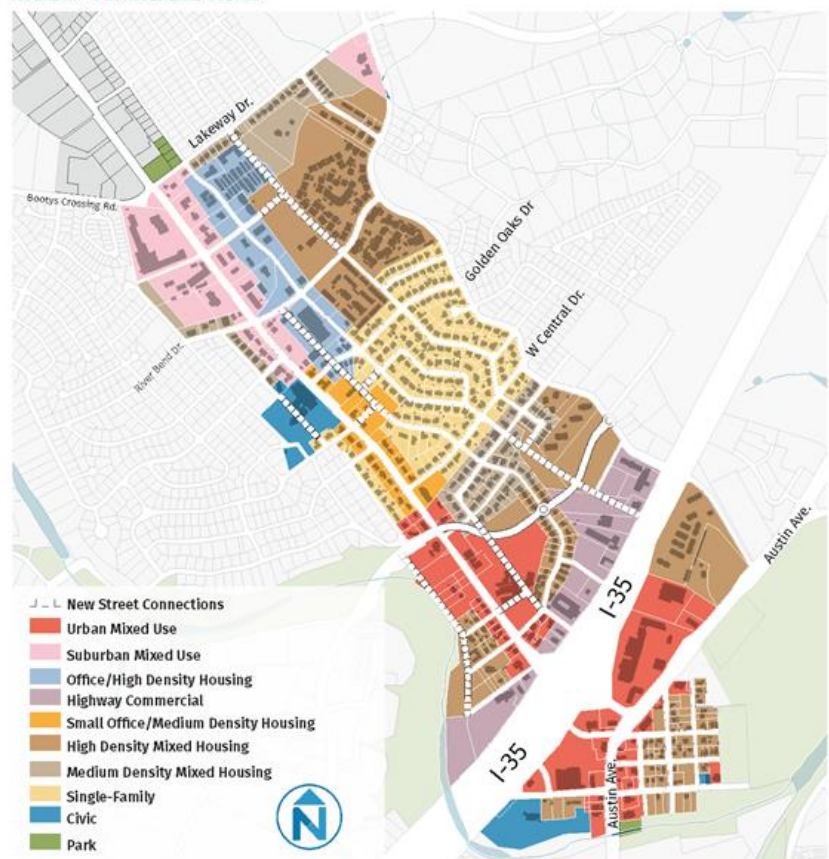
## FUTURE LAND USE

During the charrette week, a future land use map and corresponding proposed zoning districts were prepared based on input from citizens and analysis by the consultant team. The land use map shown in Figure 34 is the basis for land use recommendations and provides the underlying foundation for the development of future zoning districts.

It was clear that there was too much commercial zoning in the center area, especially in areas with little traffic, where retail is not viable.

Each district proposes allowed building types, generalized uses, height, and setbacks. The following pages illustrate each character area and explain in text and pictures the form and character of each area. The number listed with the character area name represents the suggested maximum building height to be allowed.

FIGURE 34: PROPOSED LAND USE MAP



Specifically, the Study recommends Small Office/Medium Density Housing for this property and area.



### Small Office/Medium Density Housing

**Description:** Small office or residential buildings with parking in rear where practical.

**Use:** Townhouse, multiplex, office, medical office.

**Front setback:** 40 feet min.

**Height (max):** 3 stories/35 feet.



### Utilities

The subject property is located within the City's service area for water, wastewater, and electric. It is anticipated that there is adequate water and wastewater capacity to serve the subject property at this time.

### Transportation

The subject property has connectivity to Park Lane, a local roadway. It is anticipated that the subject property will have shared access with the property to the south onto Williams Drive. Williams Drive is identified as an existing Major Arterial in the Overall Thoroughfare Plan. Major arterials connect major traffic generators and land use connections, and serve much larger traffic volumes over greater distances.

Should the property be further subdivided, the extension of Park Lane will be required or construction of a cul-de-sac will be needed for streetfrontage and full access.

### Proposed Zoning District

The Office District (OF) is intended to provide a location for offices and related uses. The uses allowed have relatively low traffic generation. Small areas of the OF District may be appropriate adjacent to most residential uses and as a transition between residential areas and commercial areas.

Permitted uses in this district include Diagnostic Center, Home Health Care Services, Medical

## Planning Department Staff Report

Office/Clinic, Dental Office/Clinic, General Office, Personal Services, Dry Cleaners, Printing-Mailing-Copy Services, Banking/Finance Services, Commercial Document Storage, Emergency Services Station, Government/Postal Office, Library/Museum, Social Service Facility, Nature Preserve, Parking Lot, and Utilities. Other uses such as Restaurant, Date Center, Upper-Story Residential, Home-Base Business, Day Care, Church, Public Park, Heliport, Wireless Transmission Facility, Seasonal Product Sales, Farmers Market (temporary), Business Office (temporary), Concrete Products (temporary), Construction Field Office, Construction Staging (off-site), Parking Lot (temporary) are permitted subject to specific design limitations. Certain land uses, including Hotel, Medical Complex, Surgery Center, Integrated Office Center, require a Special Use Permit (SUP). Exhibit 4 contains a comprehensive list of OF district permitted uses and development standards.

### Intergovernmental and Interdepartmental Review

The proposed rezoning request was reviewed by all applicable City Departments to determine the appropriateness of the requested zoning on the subject property. No comments were issued regarding the zoning request.

### Approval Criteria

Staff has reviewed the proposed rezoning request and has found that it complies with 2 and partially complies with 3 of the 5 criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined below:

APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	Complies	An application must provide the necessary information to review and make a knowledgeable decision in order for staff to schedule an application for consideration by the Planning and Zoning Commission and City Council. This application was reviewed by staff and deemed to be complete.
2. The zoning change is consistent with the Comprehensive Plan.	Partially Complies	The subject property is generally located in an area where the Mixed-Use Neighborhood Commercial and Moderate Density Residential designation converge. The 2030 Comprehensive Plan envisions a mix of complimentary uses along major corridors where moderate density residential focuses on residential development with the exceptions of commercial development along major arterials. While this property is currently under the same ownership of

## Planning Department Staff Report

APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
		the front parcel, it is large enough to be subdivided even after the required future extension of Park Lane. Seeing the proximity of Single-Family Residential, the presence of commercial along a local street without direct access to a collector or arterial roadway would be inconsistent with the 2030 plan.
3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	Partially Complies	The requested Office (OF) zoning district would not affect the health, safety, or welfare of residents. In regards to orderly development, should further subdivision take place and result in sole access off Park Lane, the increase in automotive traffic along a local residential street would not be considered within the safe orderly development of the City.
4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	Partially Complies	The Office (OF) district is compatible with the surrounding uses and character of the adjacent properties located along Williams Drive and nearby Golden Oaks. However, the proposed Office-OF may not be compatible with the adjacent properties along Dawn Drive and Park Lane that are zoned and developed as Residential Single-Family. Additionally, the proposed Office-OF zoning district along an exclusively Single-Family local street does appear to be inconsistent with the character of the residential neighborhood.
5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.	Complies	The applicant is proposing to rezone to 2.55-acre property Office-OF. The property is suitable for the uses permitted in the OF zoning district.

Based on the findings listed above, staff finds that the requested Office (OF) zoning district complies with the 2 and partially complies with 3 approval criteria for a Zoning Map Amendment.

## **Planning Department Staff Report**

---

### **Meetings Schedule**

September 17, 2019 – Planning and Zoning Commission

October 8, 2019 – City Council First Reading of the Ordinance

October 22, 2019 – City Council Second Reading of the Ordinance

### **Public Notification**

As required by the Unified Development Code (UDC), all property owners within 300 feet of the subject property were notified of the request (43 notices mailed), a legal notice advertising the public hearing was placed in the Sun Newspaper August 28, 2019 and signs were posted on-site. As of the publication date of this report, staff has received 0 written comments in favor and 2 in opposition of the request.

### **Attachments**

2019-12-REZ- P&Z Staff Report

Exhibit 1 – Location Map

Exhibit 2 – Future Land Use Map

Exhibit 3 – Zoning Map

Exhibit 4 – Design and development standards of the [OF Zoning District]

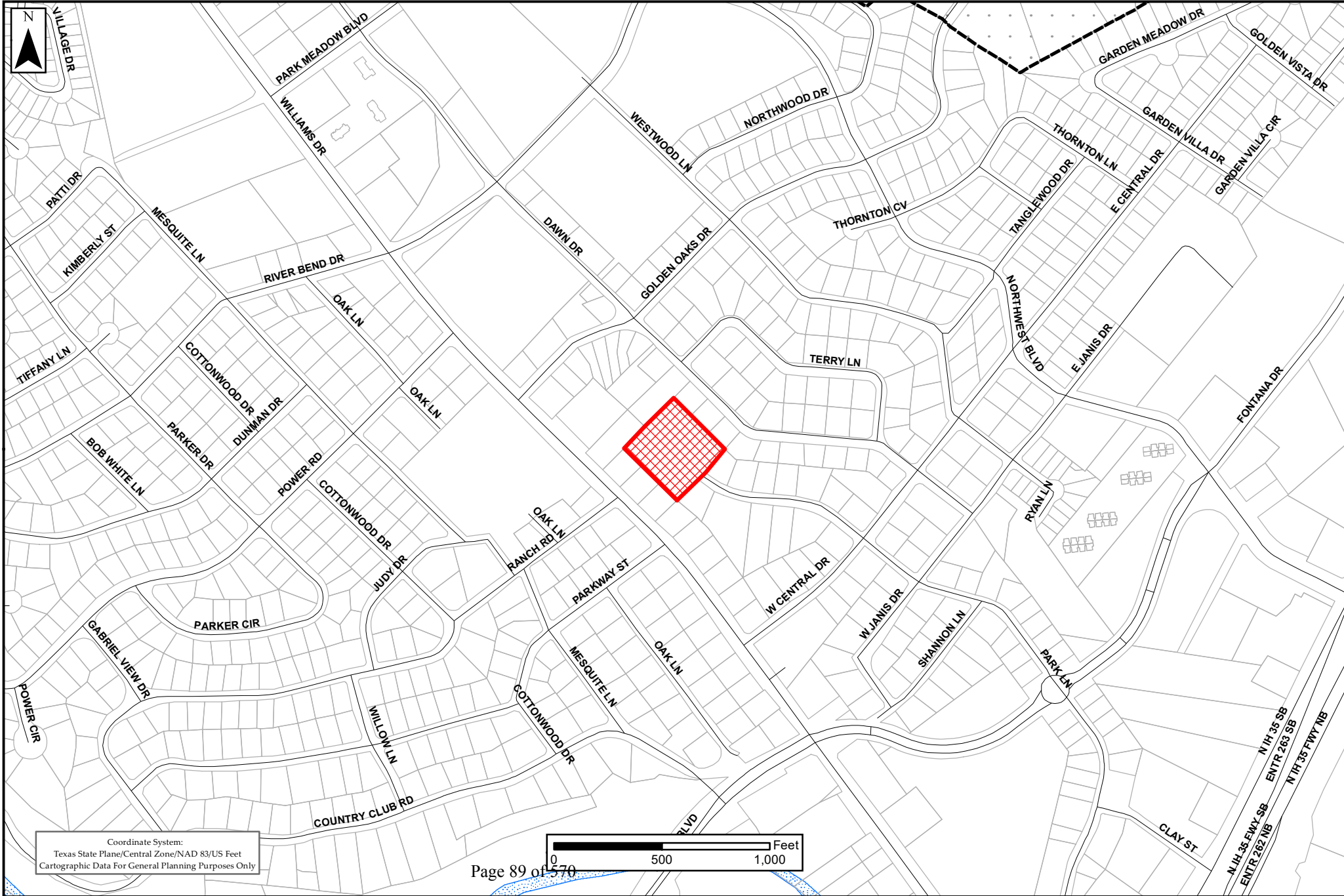
Exhibit 5 – Letter of Intent

Presentation

# Location Map 2019-12-REZ

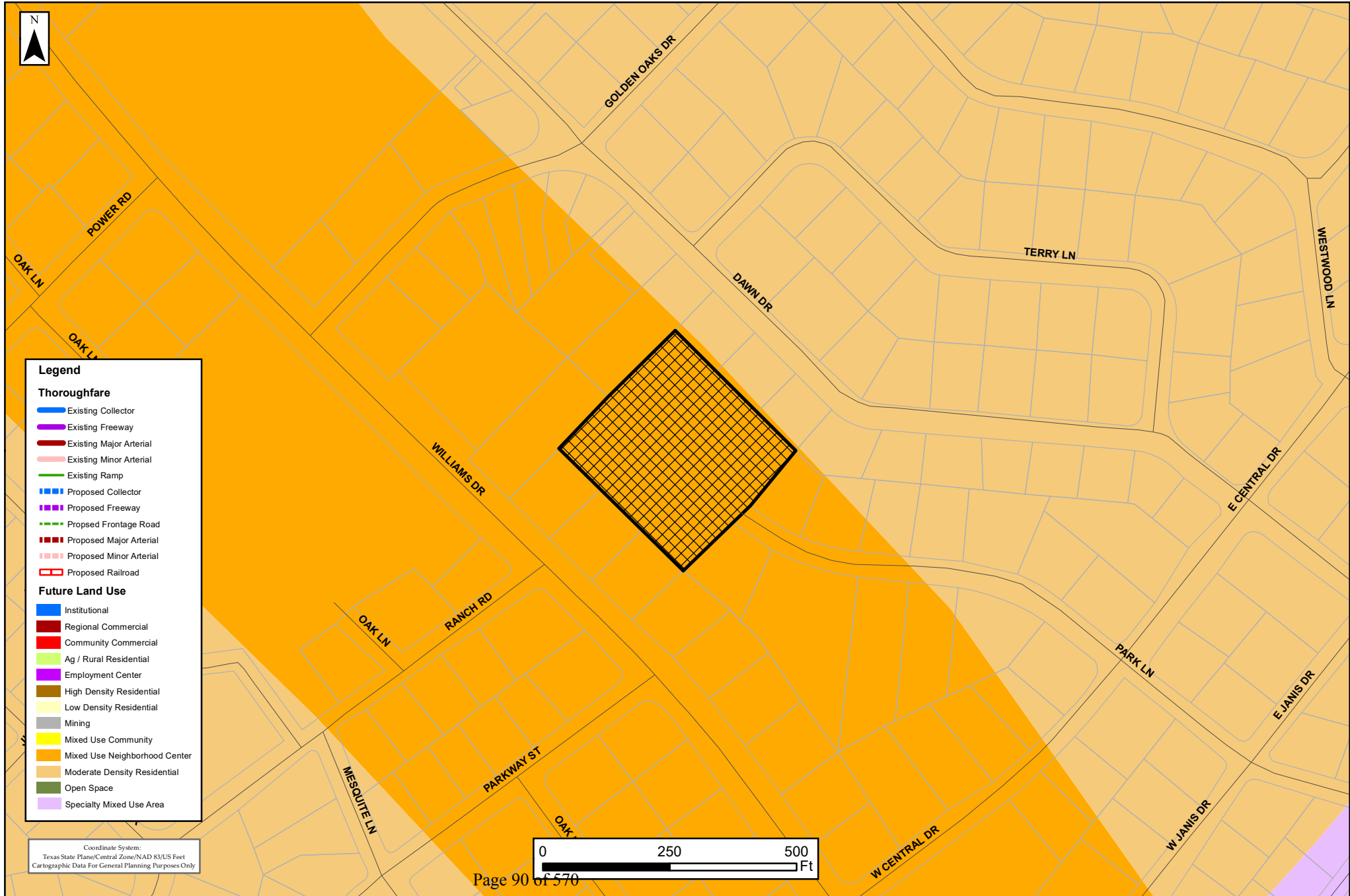
## Exhibit #1

- Legend
-  Site
  -  Parcels
  -  City Limits
  -  Georgetown ETJ



Coordinate System:  
Texas State Plane/Central Zone/NAD 83/US Feet  
Cartographic Data For General Planning Purposes Only





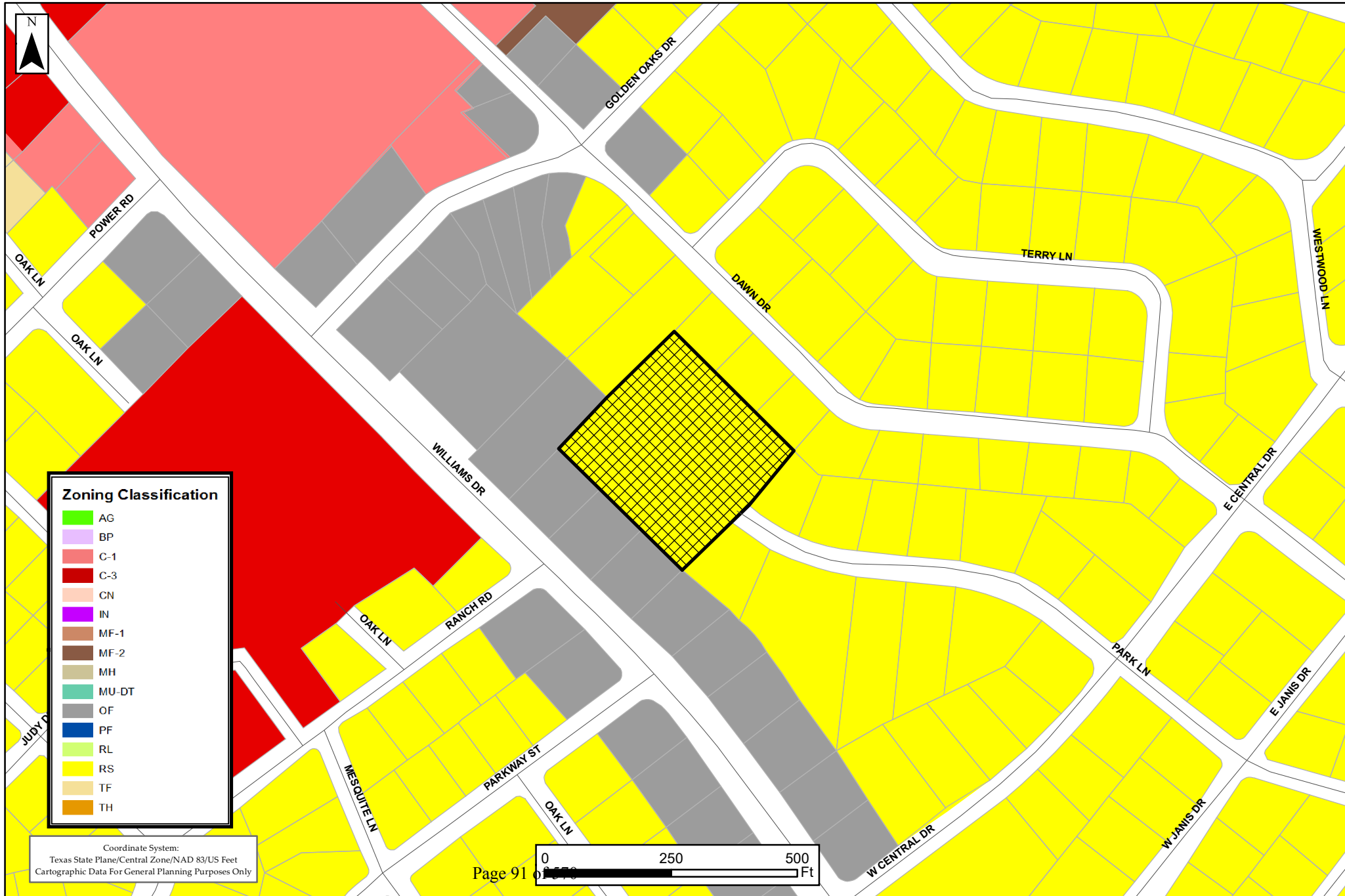


# Zoning Information

## 2019-12-REZ

### Exhibit #3

- Legend
- Site
  - Parcels
  - City Limits
  - Georgetown ETJ



# OFFICE (OF) DISTRICT

# District Development Standards

Maximum Building Height = 45 feet	Front Setback = 25 feet	Bufferyard = 15 feet with plantings
	(0 feet for build-to/downtown)	adjacent to AG, RE, RL, RS, TF, MH,
	Side Setback = 10 feet	TH, MF-1, or MF-2 districts
	Side Setback to Residential = 15 feet	
	Rear Setback = 10 feet	
	Rear Setback to Residential = 25 feet	

## Specific Uses Allowed within the District

[illegible]

## JAB ENGINEERING, LLC.



14500 Williams Dr., Ste 212-121  
Georgetown, TX 78633  
512-779-7414  
josh.baran@jabeng.com

August 19, 2019

City of Georgetown  
Planning Department  
406 W. 8<sup>th</sup> Street  
Georgetown, Texas 78626

**RE: Keister Properties  
Rezone – Letter of Intent**

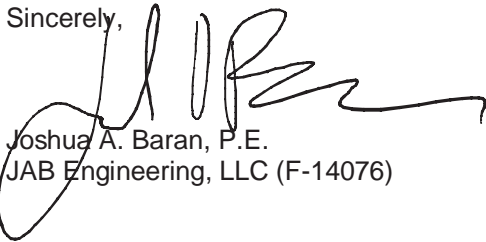
This Letter of Intent and application information are prepared by JAB Engineering, LLC. (the “applicant”) under the authorization of Keister Properties, LLC (the “owner”). The following detailed information is provided accordingly:

- The existing zoning is RS – Residential Single-Family and the proposed zoning is OF – Office.
- The Future Land Use Plan designates the subject property and surrounding corridor along Williams Drive as Mixed Use Neighborhood Center. The subject property is designated as Tier 1A (Developed / Redeveloping) in the 2030 Comprehensive Plan.
- The property to be rezoned is 2.55 acres and is described by written description and referenced deed included with this application.
- The subject property is vacant, with the exception of an existing 3-sided shed. The reintroduction of neighborhood businesses and services into older neighborhoods is consistent with Goal 2 of the Land Use Elements in the 2030 Comprehensive Plan.
- The property will be served by a proposed shared driveway to be extended by the same owner across the lots fronting Williams Drive. Utilities (water, sewer, and electric) are already located on the subject property.
- The existing structure on the subject property is an unused 3-sided shed. This structure is proposed to remain and does not encroach into any required setbacks that will encumber the property after zoning. No encroachments will exist around the outside boundary for the proposed zoning.
- A survey of the existing site with overlay of the proposed zoning setbacks is included with this submittal for reference.

- The City Council shall consider the following approval criteria for zoning changes:
  - A. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action  
*The application, as submitted, includes sufficient and correct information to allow adequate review and final action.*
  - B. The zoning change is consistent with the Comprehensive Plan  
*The reintroduction of neighborhood businesses and services into older neighborhoods is consistent with Goal 2 of the Land Use Elements in the 2030 Comprehensive Plan.*
  - C. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City  
*The 2030 Comprehensive Plan and Future Land Use Plan are developed by the City in order to promote the health, safety or general welfare of the City and the safe orderly, and healthful development of the City. The proposed zoning change is consistent with the 2030 Comprehensive Plan and Future Land Use Plan.*
  - D. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood  
*The zoning change is compatible with the adjoining uses, with the southwest and west uses also being OF. The subject property and surrounding corridor along Williams Drive is designated as Mixed Use Neighborhood Center, of which this zoning change is compatible.*
  - E. The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.  
 The property to be rezoned is suitable for Office uses permitted by the OF zoning. These uses are generally low-impact and suitable for the transition to the adjoining Residential Single-Family to the east.

Please accept this letter of intent and accompanying documents for the Rezone.

Sincerely,



Joshua A. Baran, P.E.  
 JAB Engineering, LLC (F-14076)

# JAB ENGINEERING, LLC.



14500 Williams Dr., Ste 212-121  
Georgetown, TX 78633  
512-779-7414  
josh.baran@jabeng.com

May 12, 2019

City of Georgetown  
Planning Department  
406 W. 8<sup>th</sup> Street  
Georgetown, Texas 78626

**RE: Keister Properties  
Rezone – Letter of Intent**

This Letter of Intent and application information are prepared by JAB Engineering, LLC. (the “applicant”) under the authorization of Keister Properties, LLC (the “owner”). The following detailed information is provided accordingly:

- The existing zoning is RS – Residential Single-Family and the proposed zoning is OF – Office.
- The Future Land Use Plan designates the subject property and surrounding corridor along Williams Drive as Mixed Use Neighborhood Center. The subject property is designated as Tier 1A (Developed / Redeveloping) in the 2030 Comprehensive Plan.
- The property to be rezoned is 2.55 acres and is described by written description and referenced deed included with this application.
- The subject property is vacant, with the exception of an existing 3-sided shed. The reintroduction of neighborhood businesses and services into older neighborhoods is consistent with Goal 2 of the Land Use Elements in the 2030 Comprehensive Plan.
- The property will be served by a proposed shared driveway to be extended by the same owner across the lots fronting Williams Drive. Utilities (water, sewer, and electric) are already located on the subject property.
- The existing structure on the subject property is an unused 3-sided shed. This structure is proposed to remain and does not encroach into any required setbacks that will encumber the property after zoning. No encroachments will exist around the outside boundary for the proposed zoning.
- A survey of the existing site with overlay of the proposed zoning setbacks is included with this submittal for reference.

Please accept this letter of intent and accompanying documents for the Rezone.

Sincerely,

Joshua A. Baran, P.E.  
JAB Engineering, LLC (F-14076)



CITY OF GEORGETOWN  
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

Project Name/Address: 1625 Williams Drive

Project Case Number: 2019-12-REZ P&Z Date: September 17, 2019 Case Manager: Michael Patroski

Name of Respondent: Toni M. Cascio  
(Please print name)

Signature of Respondent: Toni M. Cascio  
(Signature required for protest)

Address of Respondent: 2104 Dawn Drive  
(Address required for protest)

I am in FAVOR: \_\_\_\_\_ I OBJECT: X

Additional Comments:

I do not see a point at this time to rezone this piece of land for office space. As I see driving around town there is plenty of office space for lease. I have never understood why everything has to be built on Williams Drive. Traffic is already to the point you can't hardly get down the road. If you want more office space land go out east, Leander Road or Hwy 29, Inner loop. We don't need any more on Williams. Also I don't want retail/office property up against my property. I don't want strangers to be able to see into my home. This cuts

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to [planning@georgetown.org](mailto:planning@georgetown.org). Any such comments may be presented to the Commission.

into my privacy. If this property is rezoned, a privacy wall should be required to provide us residents the privacy we currently have. This will also cut down on the noise from Williams Drive which the current growth on the property provides.

From: Jeff Radke [mailto:jradke55@gmail.com]

Sent: Saturday, September 07, 2019 11:14 AM

To: WEB\_Planning <planning@georgetown.org>

Subject: [EXTERNAL] Rezoning 1625 Williams Dr Case #2019-12-REZ

[EXTERNAL EMAIL]

I am generally in favor of the rezoning request if the property access is directly to Williams Dr. The diagram does not show access to Williams Dr. It appears that the project will have access off of Park St. That would be a mistake. Park St is a narrow residential street with parking on both sides. If this project has access off of Park St, numerous commercial trucks will use Park St for access because it avoids turning off or on to Williams Dr. That might be good for the project but it would be hazardous for the children that live on and visit Park St. Park St. was not designed to handle the traffic that this complex would generate. If the project does not have access from Park St, I am in favor of it. If the project will have access from Park St, I feel that it is a mistake.

Sincerely,

Jeff Radke

2000 Dawn Dr, Georgetown, TX 78628

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

**An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 2.55 acres out of the Nicholas Porter Survey, Abstract No. 497, generally located at 1625 Williams Drive, from the Residential Single-Family (RS) to the Office (OF) zoning district; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.**

Whereas, an application has been made to the City for the purpose of amending the Official Zoning Map, adopted on the 12<sup>th</sup> day of June, 2012, for the specific Zoning District classification of the following described real property ("The Property"):

2.55 acres tract of land out of the Nicholas Porter Survey, as recorded in Document Number 201050306 of the Official Public Records of Williamson County, Texas, hereinafter referred to as "The Property"; and

Whereas, public notice of such hearing was accomplished in accordance with State Law and the City's Unified Development Code through newspaper publication, signs posted on the Property, and mailed notice to nearby property owners; and

Whereas, the Planning and Zoning Commission, at a meeting on September 17, 2019, held the required public hearing and submitted a recommendation of denial to the City Council for the requested rezoning of the Property; and

Whereas, the City Council, at a meeting on October 8, 2019, held an additional public hearing prior to taking action on the requested rezoning of the Property.

**Now, therefore, be it ordained by the City Council of the City of Georgetown, Texas, that:**

Section 1. 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 implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and further finds that the enactment of this Ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan and the City's Unified Development Code.

Section 2. The Official Zoning Map, as well as the Zoning District classification(s) for the Property is hereby amended from the Residential Single-Family (RS) to the Office (OF), in accordance with the attached *Exhibit A* (Location Map) and *Exhibit B* (Legal Description) and incorporated herein by reference.

Section 3. All ordinances and resolutions, or parts of ordinances and resolutions, in

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

**Page 1 of 2**

**Description:** Discount Tire

**Case File Number:** 2019-12-REZ

**Date Approved:** October 22, 2019

**Exhibits A-B Attached**



conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

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 sign this ordinance and the City Secretary to attest. This ordinance shall become effective in accordance with the provisions of state law and the City Charter of the City of Georgetown.

APPROVED on First Reading on the 8<sup>th</sup> day of October, 2019.

APPROVED AND ADOPTED on Second Reading on the 22<sup>th</sup> day of October, 2019.

THE CITY OF GEORGETOWN:

ATTEST:

\_\_\_\_\_  
Dale Ross  
Mayor

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Charlie McNabb  
City Attorney

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

**Description:** Discount Tire

**Date Approved:** October 22, 2019

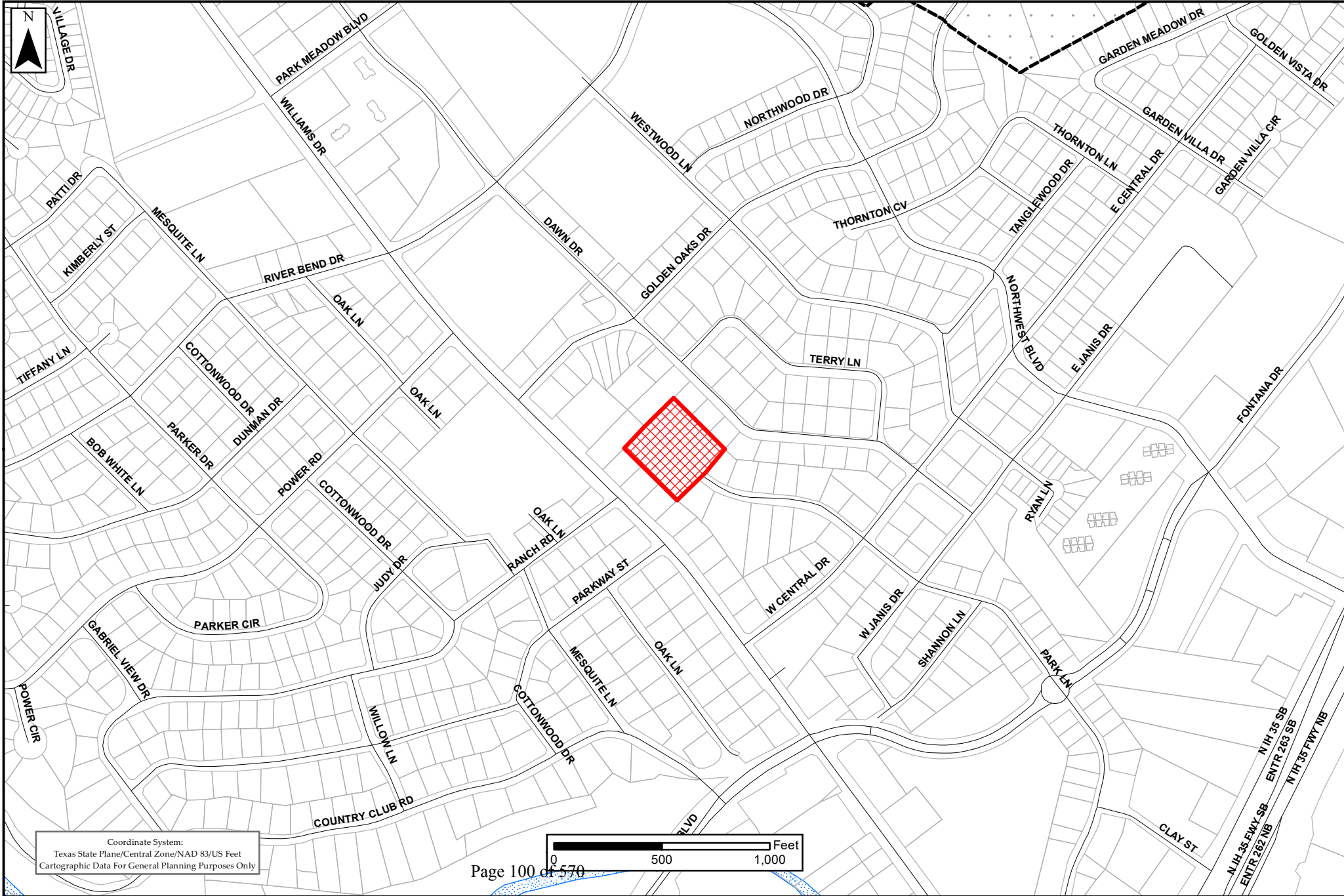
**Page 2 of 2**

**Case File Number:** 2019-12-REZ

**Exhibits A-B Attached**

# Location Map 2019-12-REZ Exhibit A

- Legend
-  Site
  -  Parcels
  -  City Limits
  -  Georgetown ETJ



## **Exhibit B**

2.55 ACRES

CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS

Being 2.55 acres located in the Nicholas Porter Survey, Abst. No. 497, in Williamson County, Texas.

Being the same parcels described as Tract II and Tract III in deed from David Leonard Dedear, et ux, to Keister Properties, LLC, et ux, dated June 8, 2018, filed June 11, 2018, recorded in document number 2018050306 of the Official Public Records, Williamson County, Texas, and being more particularly described as follows:

Tract II:

Being 1.7 acres of the Nicholas Porter Survey, Abst. No. 497, in Williamson County, Texas, part of a tract described in a deed to Irene Williams Parker, recorded in Vol. 410, Page 25, Deed Records of Williamson County, Texas.

Beginning at an iron pin at the east corner of Lot 8, the North corner of Lot 7, Block One, Williams Addition, near Georgetown, Texas;

Thence N. 43 deg. 08 min. W. at 112.5 feet past the north corner of Lot 8, in all 225 feet to the north corner of Lot 9, the west corner of this tract;

Thence N 46 deg. 52 min. E. at 140 feet cross the S.W. line, and at 190 feet cross the N.E. line of a 50 foot wide easement being reserved by the Grantor, for an extension of "Park Lane", a street in Williams Addition, in the future, in all, 330 feet to set an iron pin for the north corner of this tract;

Thence S 43 deg. 08 min. E. 225 feet to an iron pin marking the North corner of a tract conveyed to C.C. Morgan, in May, 1959;

Thence S. 46 deg. 52 min. W. at 140 feet the easement, at 190 feet leave same, in all, 330 feet to the Point of Beginning.

Tract III:

Being 0.85 acres out of the Nicolas Porter Survey, Abst. No. 497, in Williamson County, Texas, part of a tract described in a deed to Irene Williams Parker, recorded in Vol. 410, Page 25, Deed Records of Williamson County, Texas.

Beginning at an iron stake at the East corner of Lot 8 and the North corner of Lot 7, Block 1, Williams Addition;

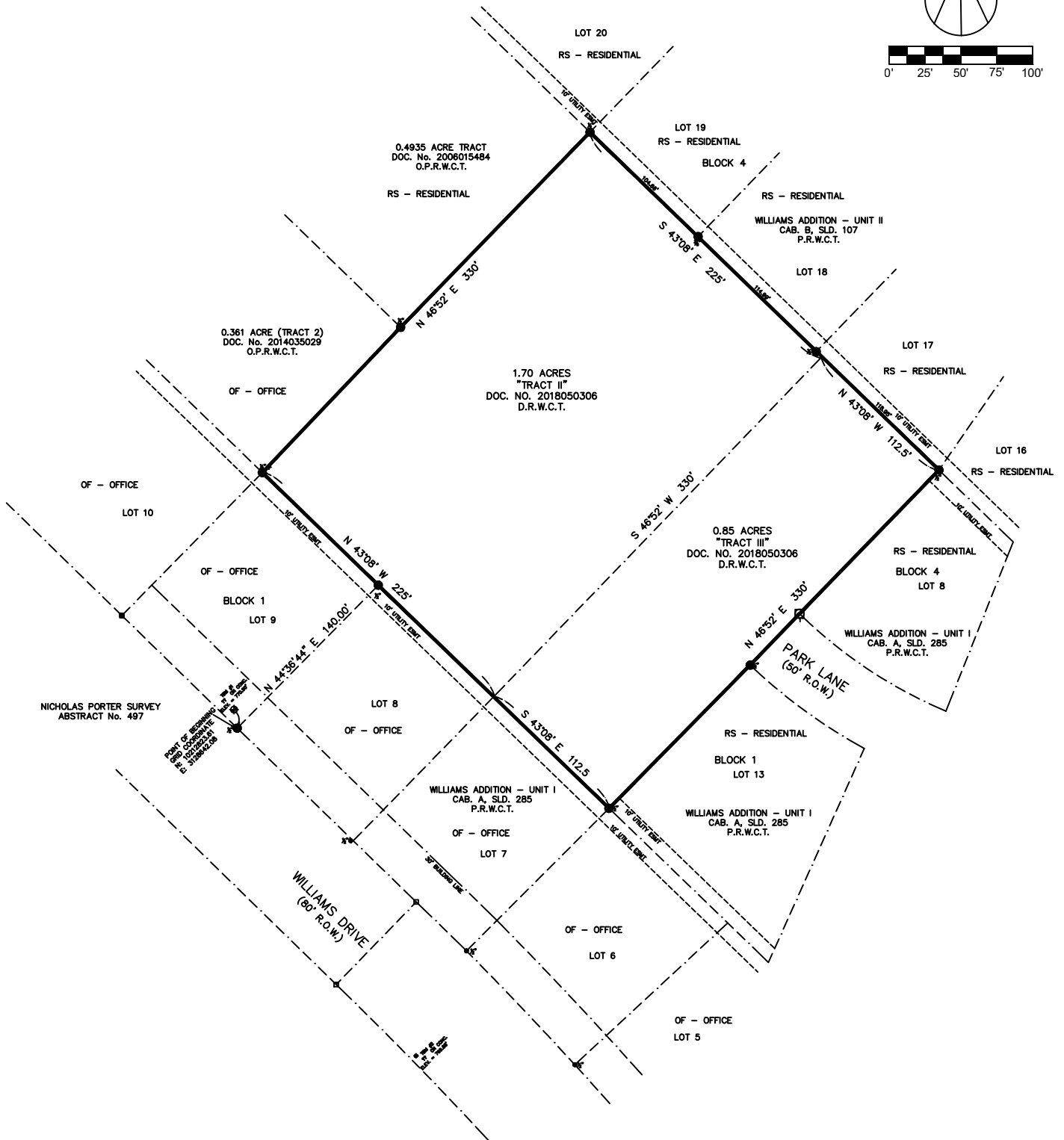
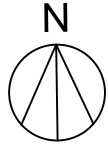
Thence S. 43 deg. 08 min. E. 112.5 feet to a concrete monument at the East corner of Lot 7, the North corner of Lot 6, the West corner of Lot 13;

Thence N. 46 deg. 52 min. E. at 140 feet pass the north corner of Lot 13, at 190 feet the West corner of Lot 8, Block 4 (the 50 foot space just crossed is the end of the present street Park Lane in the Williams Addition, and Russel Parker and wife Irene Williams Parker, have reserved an easement across this tract

to extend this street northwest if it should become necessary to do so) in all, 330 feet to a monument at the North corner of Lot 8;

Thence N. 43 deg. 08 min. W. 112.5 feet to an iron stake for the North corner;

Thence N. 43 deg. 52 min. W. at 140 feet pass the North corner of the 50 foot wide strip easement at 190 feet the west corner of the easement, in all 300 feet to the Point of Beginning.



Keister Properties  
Park Lane  
Georgetown, TX  
Zoning Exhibit



JAB Engineering, LLC  
4500 Williams Dr.  
Ste. 212-121  
Georgetown, TX 78633  
512-779-7414 (p)  
josh.baran@jabeng.com

City of Georgetown, Texas  
City Council Regular Meeting  
October 8, 2019

**SUBJECT:**

**Public Hearing and First Reading** of an Ordinance on a request to **rezone** approximately **0.165** acres out of Lots 5 and 8, Block 38, City of Georgetown and a portion W 6th St a 60-foot wide roadway **from** the Residential Single-Family **(RS) district to the Mixed Use Downtown (MU-DT) district**, generally located at **601 S Main Street** -- Sofia Nelson, CNU-A, Planning Director

**ITEM SUMMARY:**

**Overview of the Applicant's Request:**

The applicant is proposing to rezone the subject property to Mixed Use Downtown (MU-DT) to conform to the zoning of the adjacent properties.

**Staff Findings:**

Staff has reviewed the proposed rezoning request and has found that it complies with the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined in the attached staff report.

**Public Comments:**

As required by the Unified Development Code, all property owners within a 300-foot radius of the subject property and within the subdivision were notified of the Zoning Map Amendment request (36 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (September 1, 2019) and a sign was posted on-site.

**Planning & Zoning Commission (P&Z) Action:**

At their September 17, 2019 meeting, the P&Z unanimously recommended approval of the request.

**FINANCIAL IMPACT:**

None. The applicant has paid all required fees.

**SUBMITTED BY:**

Chelsea Irby, Senior Planner

**ATTACHMENTS:**

2019-13-REZ - P&Z Staff report

Exhibit 1 - Location Map

Exhibit 2 - Future Land Use Map

Exhibit 3 - Zoning Map

Exhibit 4 - MU-DT Standards and Permitted Uses

Exhibit 5 - Letter of Intent

Ordinance with Exhibits

# Planning and Zoning Commission

## Planning Department Staff Report

**Report Date:** September 13, 2019  
**Case No:** 2019-13-REZ  
**Project Planner:** Chelsea Irby, Senior Planner

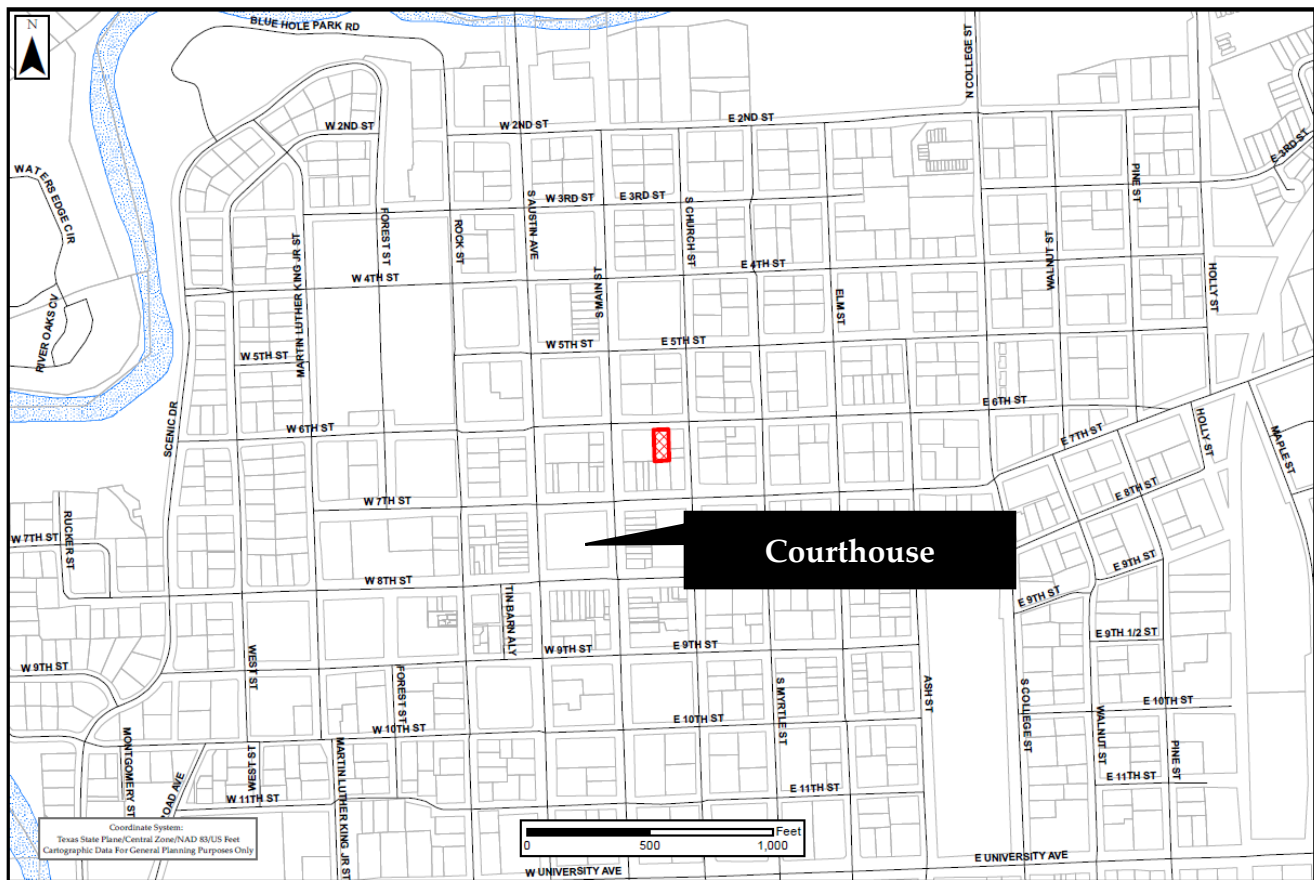
### Item Details

**Project Name:** 601 S. Main Street  
**Project Location:** 601 S. Main Street, within City Council district No. 6  
**Total Acreage:** 0.216  
**Legal Description:** 0.165 acres pf Lots 5 & 8 (PTS), Block 38, City of Georgetown and 0.051 acres of West 6<sup>th</sup> Street

**Applicant:** Steger and Bizzell  
**Property Owner:** City of Georgetown

**Request:** Zoning Map Amendment to rezone the subject property from **Residential Single-Family (RS)** to **Mixed Use Downtown (MU-DT)**.

**Case History:** This is the first public hearing of this request.



*Location Map*



## Planning Department Staff Report

### Overview of Applicant's Request

The applicant is proposing to rezone the subject property to Mixed Use Downtown (MU-DT) to conform to the zoning of the adjacent properties. The applicant states that the existing parking lot is not allowed in the Residential Single-Family (RS) district and would be fully compliant under the requested zoning district.

### Site Information

#### Location:

The subject property is located at the southeast corner of S. Main Street and E. 6<sup>th</sup> Street.

#### Physical and Natural Features:

The subject property is flat with a few trees. The eastern portion the parking lot located at the southeast corner of S. Main Street and E. 6<sup>th</sup> Street is within the boundary of the subject property.

#### Future Land Use and Zoning Designations:

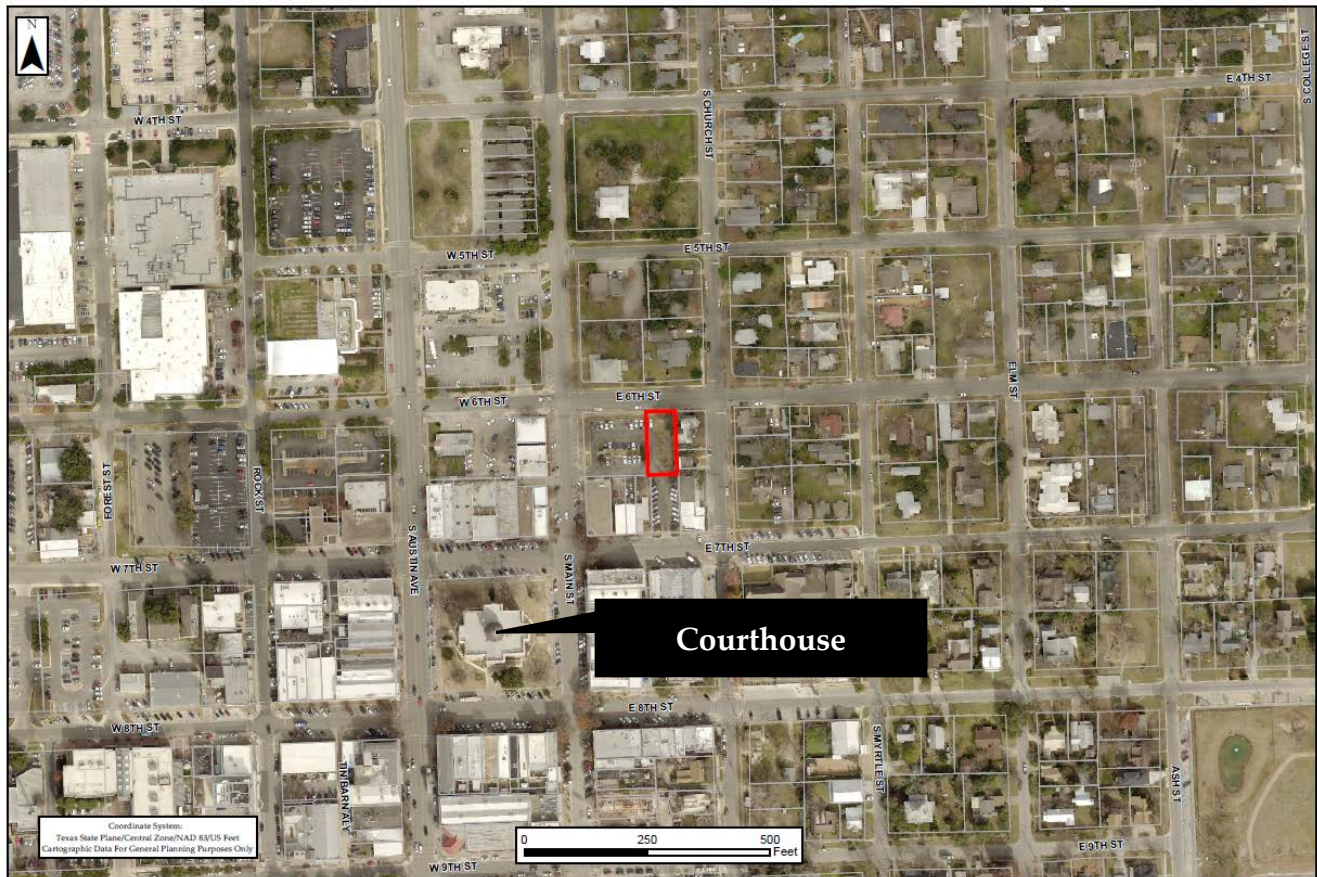
The subject property has an existing Future Land Use designation of Specialty Mixed Use Area and is currently zoned Residential Single-Family. The subject property is within the Downtown Overlay District (Area 1).

#### Surrounding Properties:

The surrounding properties are well-established as a part of the northeast quadrant of the downtown area. Since the subject property is on the edge of the Town Square Historic District, the surrounding area is a transitional area between a residential area and the Town Square. Surrounding the property are houses that have been converted into businesses, the historical buildings of the Town Square, and a residential home.

The current zoning, Future Land Use designation, and existing uses of the adjacent properties to the north, south, east and west are outlined in the table below:

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
North	Mixed Use Downtown (MU-DT) and Residential Single-Family (RS)	Specialty Mixed Use Area (SMUA) and Moderate Density Residential (MDR)	Future event facility (Wish Well) and single-family home
South	MU-DT	SMUA	Old City Council Chambers (currently vacant), retail, and bakery
East	MU-DT and Office (OF)		Antique store and architect's office
West	MU-DT		Retail



*Aerial Map*

### Property History:

The property was rezoned in 2000 (Ordinance 2000-27) to be a part of the Town Square Historical District.

### Comprehensive Plan Guidance

#### Future Land Use Map:

The Future Land Use Map designates the subject property as Specialty Mixed Use.

The *Specialty Mixed-Use Area* designation accommodates large-scale mixed-use developments that are mostly commercial and usually near intense regional commercial uses and the I-35 corridor. This category encourages the creation of well planned “centers” designed to integrate a variety of complementary uses, with an emphasis on retail, offices, and entertainment activities. These centers may also include civic facilities and parks or other green spaces. Housing, in the form of apartments, townhomes, condominiums, and live-work spaces, is also encouraged in these mixed-use areas, generally in higher densities. These areas should be designed in a pattern of pedestrian-oriented, storefront-style shopping streets, with shared parking and strong pedestrian linkages to the surrounding areas.

### **Growth Tier:**

The Growth Tier Map designates the subject property as Tier 1A.

*Tier 1A* is that portion of the city where infrastructure systems are in place, or can be economically provided, and where the bulk of the city's growth should be guided over the near term. Within Tier 1A, the city is called on to conduct assessments of public facility conditions and capacities, and to prioritize short and long term capital investments so as to ensure that infrastructure capacity is sufficient to serve development intensities as indicated on the Future Land Use Map and in the zoning districts.

### **Other Master Plans:**

The Downtown Master Plan depicts the subject property as a part of the Downtown Core Character Area.

The *Downtown Core* area retains the best definition of a retail-oriented street edge surrounding the Town Square Historic District. It has a collection of historic buildings that provide interest and is served by on-street parking. The existing streetscape amenities consist of brick pavers, benches, decorative lights with banners and wayfinding signs. It is, by far, the most active part of downtown.

This area should strengthen as the specialty shopping and dining destination for the county; it should be entertaining and highlight the unique qualities of a downtown shopping experience, including shops, restaurants and specialty stores. Office space and apartments on upper floors should be promoted that will help energize this area and support the street level businesses. Existing historic assets should be preserved whenever feasible, and be adapted to a new uses as needed. Surface parking should be kept to a minimum and landscape standards should be applied that will maintain an attractive street edge for pedestrians.

#### Recommend projects include:

- Promote individual retail store rehabilitations through the Main Street Program.
- Facilitate adaptive reuse of historic buildings and redevelopment of vacant lots.
- Continue to promote the historic significance of the courthouse through guided tours and allow flexible use of the interior space (Georgetown Historical Society, Arts & Culture, etc.)
- Continue outdoor activities in the square, including the Poppy Festival, Christmas Stroll, Market Days, First Fridays and Music on the Square.
- Promote new activities such as a Farmer's Market or Wine/Art Walk. Stage small outdoor arts venues.
- Continue to promote dining and specialty retail businesses, such as the wineries.
- Promote development of downtown living and professional offices on upper floors.
- Promote development of more cultural facilities and entertainment venues.
- Continue to improve pedestrian circulation with upgraded, continuous and accessible sidewalks with a higher level of streetscapes and landscapes than other parts of downtown.

## Planning Department Staff Report

---

### Utilities

The subject property is located within the City's service area for water, wastewater, and electric. It is anticipated that there is adequate capacity to serve the subject property at this time. A Utility Evaluation may be required at time of Site Development Plan to determine capacity and any necessary utility improvements.

### Transportation

While the entire site is addressed on Main Street, only a portion is being considered for rezoning. This portion has frontage on E. 6<sup>th</sup> Street, which is a local street. However, the subject property is currently accessed from a driveway on S. Main Street.

*Local streets* are intended to provide access to adjoining properties by collecting the traffic from surrounding areas and distributing it to adjoining collectors or arterial streets. Local streets can access both collector level streets and arterial level streets.

A Traffic Impact Analysis (TIA) will be required at time of Site Development Plan for any development that generates more than two thousand (2,000) average daily trips based upon the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual.

### Proposed Zoning district

The Mixed Use Downtown District (MU-DT) is intended to provide a location for a mix of land uses including general commercial and retail activities, office as well as single-family and multi-family in the downtown area. Developments in the MU-DT District are typically smaller in size and scope although there may be occasionally heavy traffic. The Mixed Use Downtown District is only appropriate in the traditional downtown area of Georgetown. Properties in MU-DT shall meet the design requirements of the Downtown Overlay District, and Downtown and Old Town Design Guidelines.

Permitted uses in this district include, but are not limited to inn, restaurant, personal services, single-family detached, parking lot, and banking and financial services. Other uses such as bed and breakfast, general office, upper-story residential, and daycare are permitted subject to specific design limitations to ensure compatibility with the surrounding properties. Certain land uses including hotel, theatre, medical or dental clinic, assisted living, multi-family attached, and community center uses may be permitted subject to approval of a Special Use Permit (SUP). *Exhibit 4* contains a comprehensive list of MU-DT district permitted uses and development standards.

### Intergovernmental and Interdepartmental Review

The proposed rezoning request was reviewed by all applicable City Departments to determine the appropriateness of the requested zoning on the subject property. No comments were issued regarding the zoning request.

## Planning Department Staff Report

### Approval Criteria

Staff has reviewed the proposed rezoning request and has found that it **complies** with the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined below:

APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	<b>Complies</b>	An application must provide the necessary information to review and make a knowledgeable decision in order for staff to schedule an application for consideration by the Planning and Zoning Commission and City Council. This application was reviewed by staff and deemed to be complete.
2. The zoning change is consistent with the Comprehensive Plan.	<b>Complies</b>	The Specialty Mixed Use Area (SMUA) Future Land Use Designation encourages activity centers and a mix of uses. The SMUA designation is primarily seen in Downtown. The Mixed Use Downtown (MU-DT) zoning district is most appropriate within the SMUA designation and the Downtown Overlay District.
3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	<b>Complies</b>	The rezoning of the subject property to MU-DT would promote orderly development because it would remove residential zoning from a City block in the Town Square Historic District that is entirely comprised of Mixed Use Downtown (MU-DT), with the exception of one lot zoned Office.
4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	<b>Complies</b>	The rezoning of the subject property is compatible with present zoning and nearby uses because of its location on a block in Town Square Historic District. This District is intended to have a mix of uses. The subject property is a part of a larger lot that already has MU-DT zoning. Adding 0.216 more acres of MU-DT zoning in the area will not create an additional impact on the adjacent residential area.
5. The property to be rezoned is suitable for uses permitted by	<b>Complies</b>	The subject property is a part of a larger lot that is being replatted (2019-

## Planning Department Staff Report

APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
the District that would be applied by the proposed amendment.		36-FP). The property has enough land area to accommodate the allowed use and dimensional standards of the Mixed Use Downtown (MU-DT) zoning district. The MU-DT district has a zero setback requirement and allows up to 90% impervious cover. Additionally, bufferyards would not be required since the subject property is not directly adjacent to residentially-zoned property.

In summary, the request for Mixed Use Downtown (MU-DT) zoning is consistent with the Comprehensive Plan and Downtown Master Plan. The Town Square Historic District is an appropriate location for MU-DT zoning. The rezoning of 0.216 acres removes residential zoning on a City block that is intended for mixed use zoning.

### Meetings Schedule

09/17/2019 – Planning and Zoning Commission  
10/08/2019 – City Council First Reading of the Ordinance  
10/22/2019 – City Council Second Reading of the Ordinance

### Public Notification

As required by the Unified Development Code, all property owners within a 300-foot radius of the subject property and within the subdivision were notified of the Zoning Map Amendment request (36 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (September 1, 2019) and a sign was posted on-site.

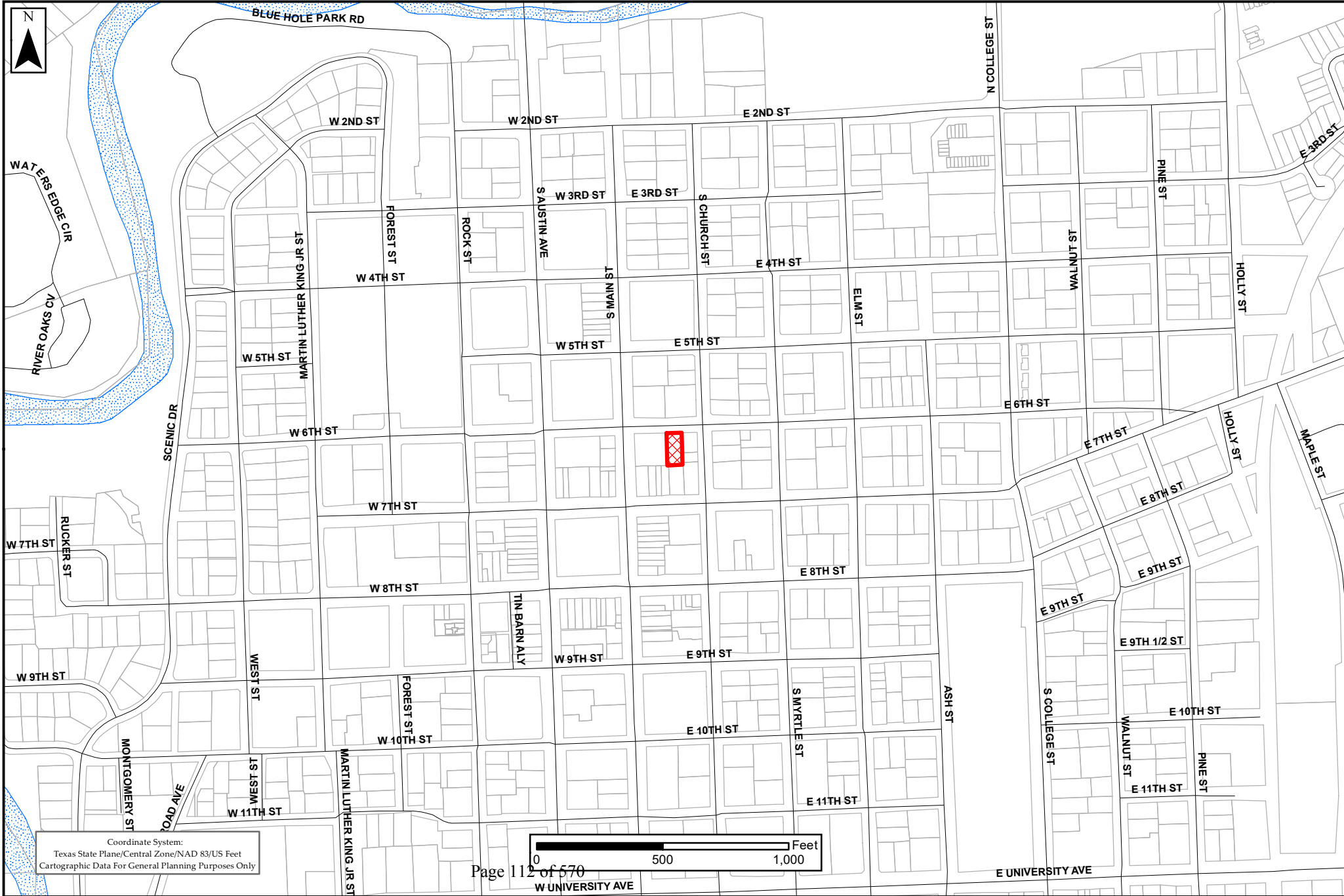
### Attachments

Exhibit 1 – Location Map  
Exhibit 2 – Future Land Use Map  
Exhibit 3 – Zoning Map  
Exhibit 4 – Design and development standards of the MU-DT district  
Exhibit 5 – Letter of Intent



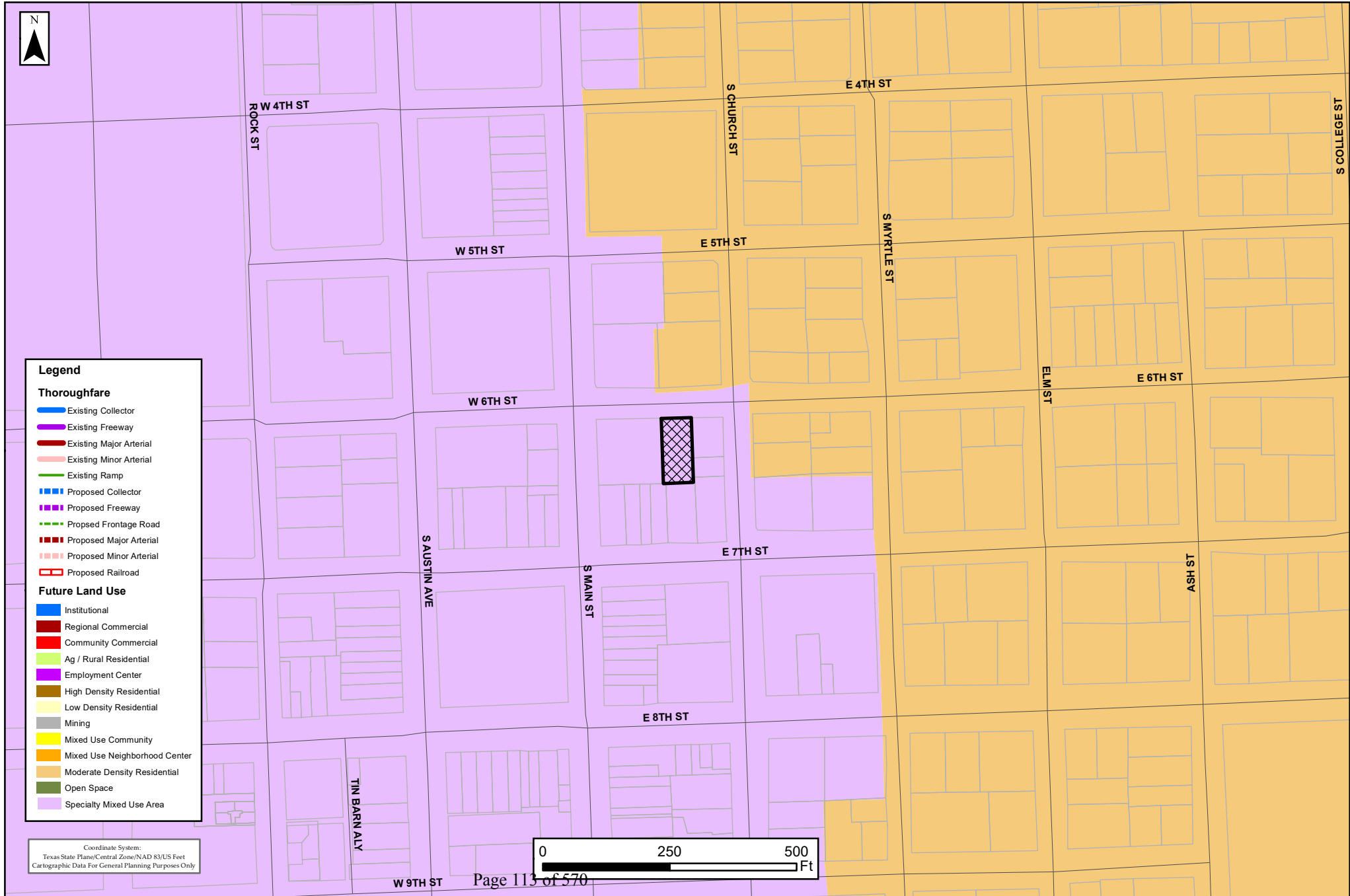
# Location Map 2019-13-REZ Exhibit #1

- Legend
-  Site
  -  Parcels
  -  City Limits
  -  Georgetown ETJ



Coordinate System:  
Texas State Plane/Central Zone/NAD 83/US Feet  
Cartographic Data For General Planning Purposes Only





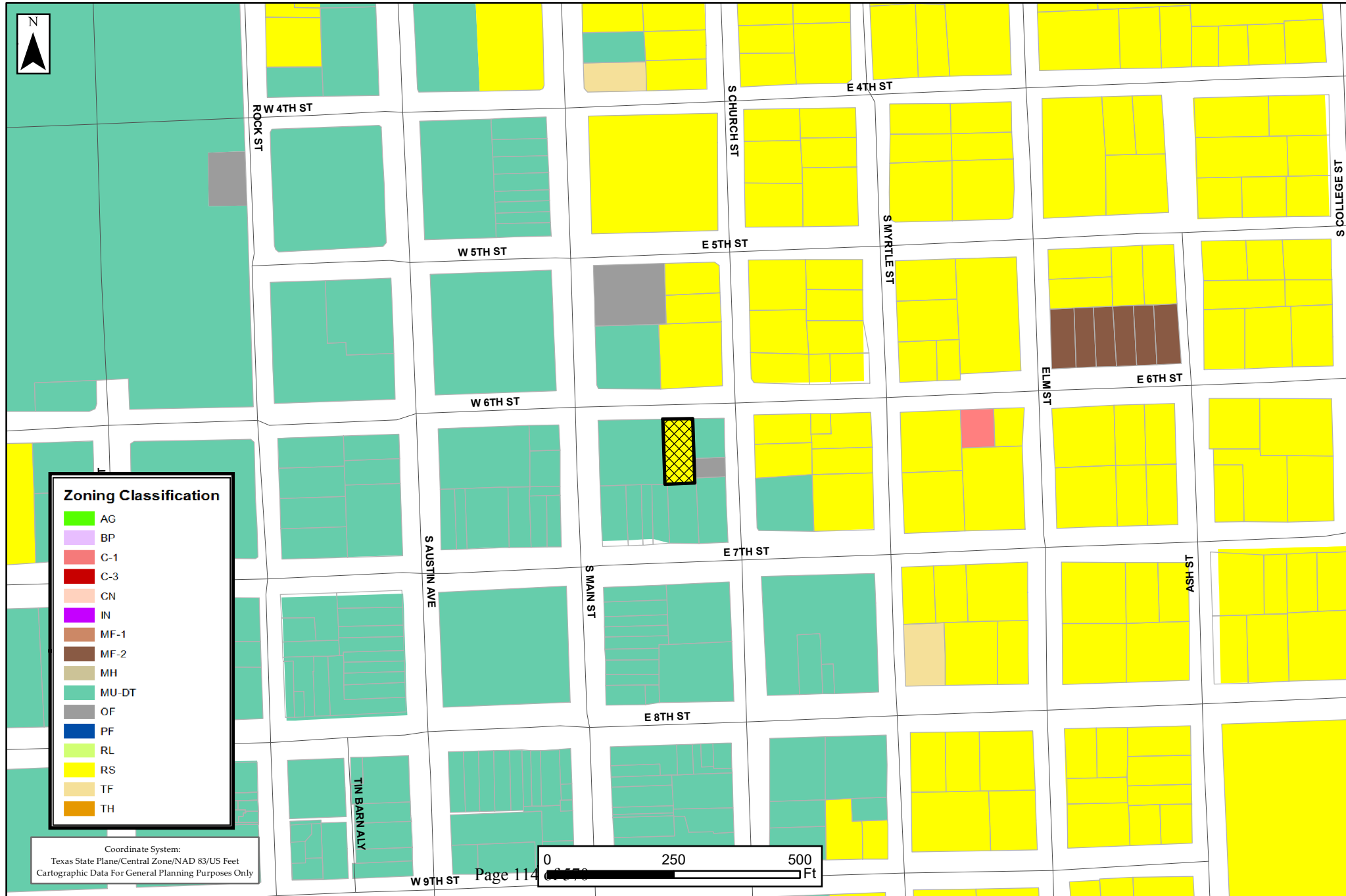
# Zoning Information

## 2019-13-REZ

### Exhibit #3

**Legend**

- Site
- Parcels
- City Limits
- Georgetown ETJ



## Mixed Use Downtown (MU-DT) District

District Development Standards		
Maximum Density = NA	Front Setback = 0 feet	Bufferyard = 10 feet with plantings
Maximum Building Height = 40 feet	Side Setback = 0 feet	adjacent to AG, RE, RL, RS,TF, or MH
Maximum Units per Building = NA	Side Setback to Residential = 0 feet	districts
	Rear Setback = 0 feet	adjacent to residences in AG
	Rear Setback to Residential = 0 feet	
Specific Uses Allowed within the District		
Allowed by Right	Subject to Limitations	Special Use Permit (SUP) Required
Inn	Bed and Breakfast	Hotel (boutique)
Restaurant, General	Bed and Breakfast (with events)	Hotel (Full service)
Food Catering Services	Microbrewery or Microwinery	Restaurant (drive thru)
Home Health Care Services	Live Music or Entertainment	Bar, Tavern or Pub
Medical or Dental Office	General Office	Theater (Movie or live)
Farmers Market	Integrated Office Center	Mebership (Club or Lodge)
Arisan Studio/Gallery	General Retail	Event Facility
Personal Services	Upper story residential	Commercial Recreation
Dry Cleaning Service (drop off only)	Home based business	BLld or Plasma Center
Laundromat	Daycare (family home)	Diagnostic Center
Printing, Mailing, Reproduction Services	Daycare (goup)	Medical or Dental Clinic
Banking and Financial Services	Religious assembly facilities	Medical Complex
Consumer Repair	Religious assembly facilities (with columbaria)	Post Surgical Recovery Center
Vet Clinic (Indoor pens only)	Public Park (neighborhood)	Surgey Center
Single Family Detached	Heliport	Urgent Care Facility
Group Home (6 residents or less)	Utility Services Intermediate	Personal Services (restricted)
Emergency Services Station	Wireless Transmission Facility (40 ft or less)	Fitness Center
Government or Postal Office		Townhouse
Library or Museum		Multi-family attached dwelling units
Neature Preserve or Community Garden		Accessory dwelling unit
Parking Lot (offsite)		Group Home (7-15 residents)
Parking Lot (commercial)		Assisted Living
Park and Ride Facility		Hospice
Transit Passenger Terminal		Rooming or Boarding House
Uitlility Services (Minor)		School, College or University
		School, Business or Trade
		Activity Center (Youth or Senior)
		Community Center
		Correctional Facility
		Social Service Facility
		Transient Service Facility
		Hospital
		Hospital, Psychiatric
		Private Transport Service Dispatch Facility



July 19, 2019

Ms. Sofia Nelson, CNU-A  
Planning Director, City of Georgetown  
P.O. Box 1458  
Georgetown, Texas 78626

Re: 601 S. Main Street - Zoning Map Amendment Request

Dear Sofia,

Please find enclosed my application for the Zoning Map Amendment of approximately 0.216 acres of land at 601 S. Main street. The property is located along East 6<sup>th</sup> Street near the intersection of East 6<sup>th</sup> Street and South Main Street, and the property is currently accessed by an existing driveway on South Main Street.

Via this application, the property owner seeks to amend the zoning of the property to Mixed-Use Downtown. A portion of the area to be rezoned is currently zoned Residential Single-Family and has been most currently used as a public parking lot. This 0.165-acre property is described in Document #9626182 within Exhibit A as Tract II, Part of lots 5 and 8, Block 38, of the City of Georgetown. The remaining 0.051 acres is a tract of land out of West 6<sup>th</sup> Street, a 60 foot wide roadway dedicated in Vol. 5, Pg. 211, Deed Records in the Clement Stubblefield Survey, A-558.

Mixed-Use Downtown zoning is consistent with the City of Georgetown future land use plan consisting of Specialty Mixed Use Area zoning. The property is classified as Tier 1A, Developed/Redeveloping, within the City's Growth Tier Map. The proposed zoning would match the current zoning for properties on the east, south, and west of the site and is consistent with the Comprehensive Plan. The existing parking lot on the property is not an allowed use within residential zoning by the current Unified Development Code. Rezoning the property to Mixed-Use Downtown would remove an inadvertent impediment to development on the property and would not create an intrusion into residentially zoned areas.

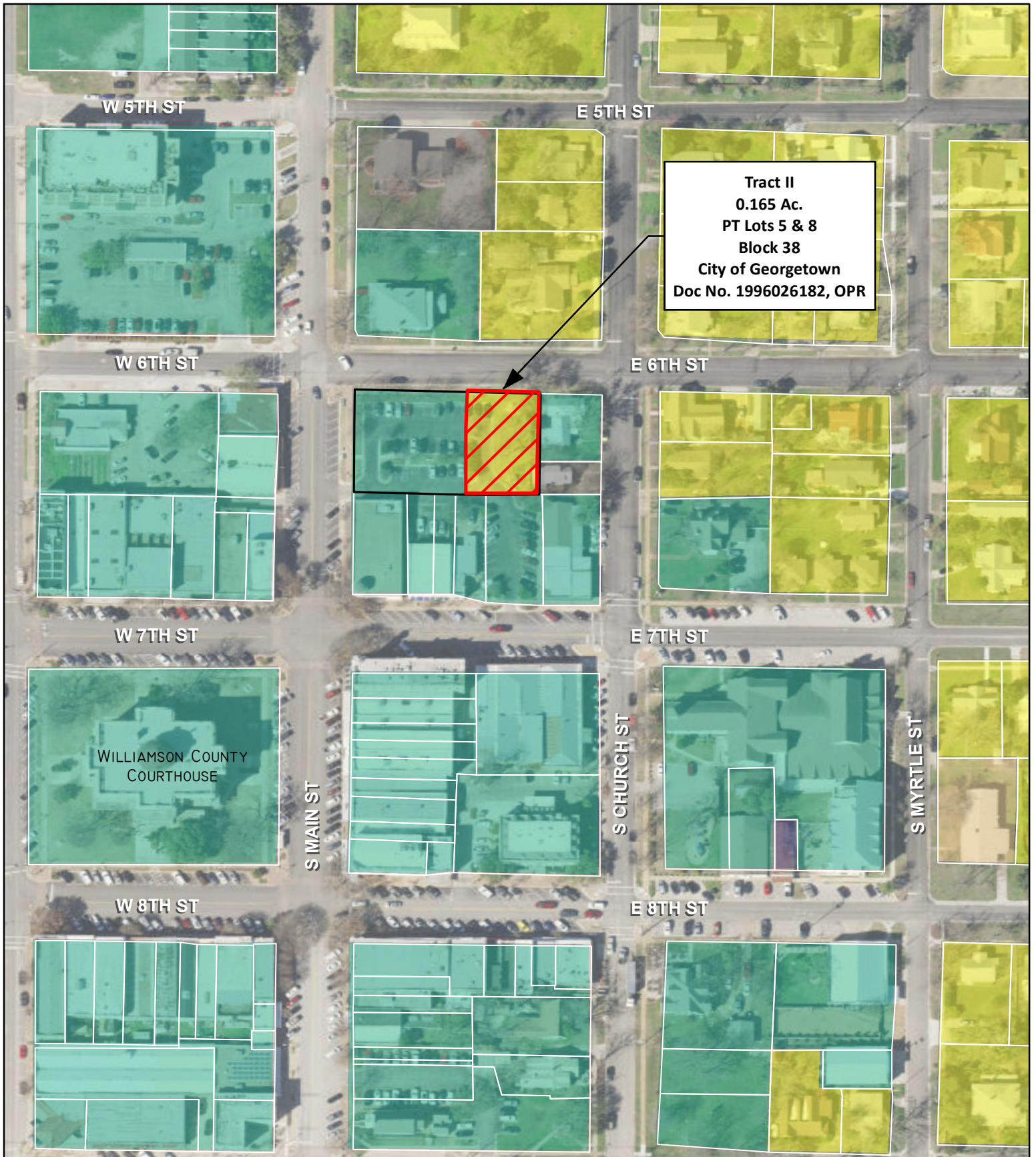
I am submitting this letter and attached Application for the Zoning Map Amendment Request of the 0.216 acres as described in the attached exhibits. Thank you for your consideration of this Zoning Map Amendment Application.

Sincerely,

A handwritten signature in blue ink that reads 'Kyle Miller'.

Kyle Miller, E.I.T.

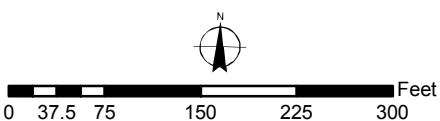






## Rezoning Location Map: 601 S Main Street

City of Georgetown, TX



STEGERS BIZZELL






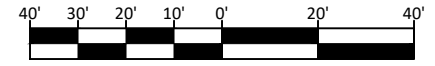
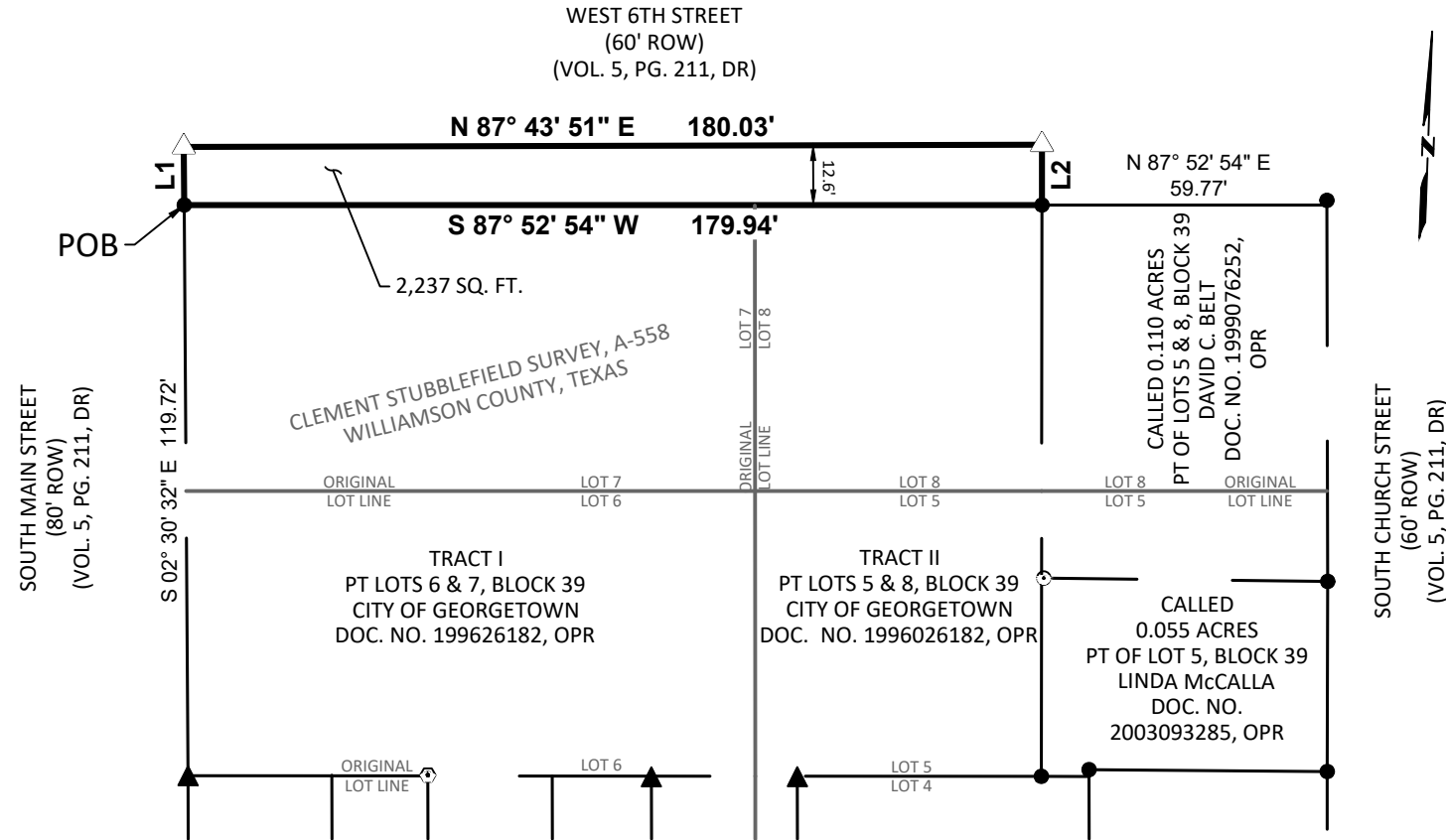
MAP DATE: 06/07/19

 Tract II - Proposed Zoning  
Amendment Boundary  
 Subject Parcel

### Zoning Legend

 Mixed Use Downtown  
 Mixed-Use Downtown

 Two Family  
 Office  
 Residential Single-Family



GRAPHIC SCALE: 1" = 40'

Line Table		
Line #	Direction	Length
L1	N 02°30'32" W	12.19'
L2	S 02°03'39" E	12.67'

#### LEGEND

●	IRON ROD FOUND (1/2" OR AS NOTED)
⬢	COTTON SPINDLE FOUND
△	MAG NAIL WITH WASHER STAMPED "STEGER BIZZELL" SET
▲	MAG NAIL WITH WASHER STAMPED "INLAND 5050" FOUND
ROW	RIGHT-OF-WAY
OPR	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
DR	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
POB	POINT OF BEGINNING

#### NOTES:

1. REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.
2. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD\_83 (2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00013.

I CERTIFY THAT THIS MAP WAS PREPARED FROM A SURVEY MADE ON THE GROUND ON JUNE 26, 2019, UNDER MY SUPERVISION.

EXHIBIT FOR REZONING  
2,237 SQUARE FOOT TRACT OF LAND  
OUT OF WEST 6TH STREET,  
A 60 FOOT WIDE ROADWAY  
DEDICATED IN VOL. 5, PG. 211, DEED RECORDS  
IN THE CLEMENT STUBBLEFIELD SURVEY, A-558  
WILLIAMSON COUNTY, TEXAS



ADDRESS	1978 S. AUSTIN AVENUE	GEORGETOWN, TX 78626
METRO	512.930.9412	TEXAS REGISTERED ENGINEERING FIRM F-181 TBPLS FIRM No. 10003700
SERVICES	>>ENGINEERS >>PLANNERS >>SURVEYORS	
WEB	STEBERBIZZELL.COM	

DATE 07/05/2019

JOB NO. 22669

WARRANTY DEED

DOC# 9626182 950303718

DATE: May 20, 1996

GRANTOR: Heritage Baptist Church of Williamson County, Texas

GRANTOR'S MAILING ADDRESS: (including County)

601 Main Street  
Georgetown, Texas 78626  
Williamson County

GRANTEE: City of Georgetown

GRANTEE'S MAILING ADDRESS: (including County)

P. O. Box 409  
Georgetown, Texas 78627  
Williamson County

CONSIDERATION:

Ten Dollars (\$10.00) and other good and valuable consideration

PROPERTY (including any improvements):

TRACT I: Lots 6 and 7, Block 39, of CITY OF GEORGETOWN, Williamson County, Texas, and being the same property as conveyed to Heritage Baptist Church of Williamson County in deed dated November 25, 1986, recorded in Volume 1479, Page 661, Official Records of Williamson County, Texas.

TRACT II: Being the West 60' of Lots 5 and 8, Block 39, of CITY OF GEORGETOWN, Williamson County, Texas, and being the same property as conveyed to Heritage Baptist Church of Williamson County in correction deed dated October 26, 1987, recorded in Volume 1596, Page 742, Official Records of Williamson County, Texas, being more particularly described on the attached Exhibit A

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

None

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to GRANTEE the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE, GRANTEE'S administrators, successors and assigns, forever. GRANTOR binds GRANTOR AND GRANTOR'S administrators, successors and assigns, forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

GRANTOR:

HERITAGE BAPTIST CHURCH OF WILLIAMSON  
COUNTY, TEXAS

By:

Donald L. Ledbetter  
Donald L. Ledbetter, in his capacity as  
Pastor and President of Heritage Baptist  
Church of Williamson County, Texas

By:

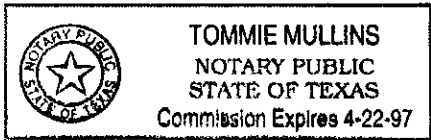
Charles A. Ferrell  
Charles Ferrell, in his capacity as  
Building Fund Treasurer of Heritage  
Baptist Church of Williamson County,  
Texas

OFFICIAL RECORDS  
WILLIAMSON COUNTY, TEXAS



STATE OF TEXAS                    )  
  )  
COUNTY OF WILLIAMSON        )        ACKNOWLEDGEMENT

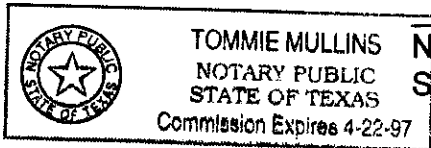
This instrument was acknowledged before me on the 20th day of May, 1996, by DONALD L. LEDBETTER a person known to me, in his capacity as Pastor and President of Heritage Baptist Church of Williamson County, Texas.



Tommie Mullins  
Notary Public in and for the  
State of T E X A S

STATE OF TEXAS                    )  
  )  
COUNTY OF WILLIAMSON        )        ACKNOWLEDGEMENT

This instrument was acknowledged before me on the 20th day of May, 1996, by CHARLES FERRELL, a person known to me, in his capacity as Treasurer of the Building Fund of Heritage Baptist Church of Williamson County, Texas.



Tommie Mullins  
Notary Public in and for the  
State of T E X A S

EXHIBIT A  
METES AND BOUNDS DESCRIPTION

BEING A PORTION OF LOTS 5 AND 8, BLOCK 39 OF THE CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS, AND BEING THE SAME PROPERTY CONVEYED TO HERITAGE BAPTIST CHURCH OF WILLIAMSON COUNTY IN A CORRECTION DEED RECORDED IN VOLUME 1596, PAGE 742 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the south r.o.w. line of 6th Street at the northeast corner of said Heritage Baptist Church tract of land, being also in the north line of said Lot 8, for the northeast corner and PLACE OF BEGINNING hereof;

THENCE with the east line of said Heritage Baptist Church tract of land, and crossing said Lots 5 and 8, Block 39, S 00° 01' 23" E 119.75 feet to a 1/2" rebar found in the south line of said Lot 5, being also in the north line of Lot 4, Block 39 of said City of Georgetown, being also the southeast corner of said Heritage Baptist Church tract of land, for the southeast corner hereof;

THENCE with the south line of said Heritage Baptist Church tract of land, being also the south line of said Lot 5, being also the north line of said Lot 4, S 89° 54' 40" W 60.00 feet to a 1/2" rebar set at the southwest corner of said Heritage Baptist Church tract of land, being also the southwest corner of said Lot 5, being also the southeast corner of Lot 6, Block 39 of said City of Georgetown, and being the common northerly corner between Lots 3 and 4, Block 39 of City of Georgetown, for the southwest corner hereof;

THENCE with the west line of said Heritage Baptist Church tract of land, being also the west line of said Lots 5 and 8, being also the east line of Lots 6 and 7, Block 39 of said City of Georgetown, N 00° 01' 23" W 119.84 feet to a 1/2" rebar set in the south r.o.w. line of 6th Street at the northwest corner of said Lot 8, being also the northeast corner of said Lot 7, and being the northwest corner of said Heritage Baptist Church tract of land, for the northwest corner hereof;

THENCE with the south r.o.w. line of 6th Street (60' r.o.w.), being also the north line of said Heritage Baptist Church tract of land, and being the north line of said Lot 8, N 90° 00' 00" E (assumed bearing basis for this survey) 60.00 feet to the PLACE OF BEGINNING.

Doc# 9626182  
# Pages: 3  
Date : 05-21-1996  
Time : 04:13:59 P.M.  
Filed & Recorded in  
Official Records  
of WILLIAMSON County, TX.  
ELAINE BIZZELL  
COUNTY CLERK  
Rec. \$ 13.00

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

**An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 0.165 acres out of Lots 5 and 8, Block 38, City of Georgetown and a portion W 6th St, a 60-foot wide roadway, generally located at 601 S Main Street, from the Residential Single-Family (RS) zoning district to the Mixed Use Downtown (MU-DT) zoning district; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.**

Whereas, an application has been made to the City for the purpose of amending the Official Zoning Map, adopted on the 12<sup>th</sup> day of June, 2012, for the specific Zoning District classification of the following described real property ("The Property"):

0.165 acres out of Lots 5 and 8, Block 38, City of Georgetown and a portion W 6th St a 60-foot wide roadway, generally located at 601 S Main Street, as recorded in Document No. 1996026182 and Volume 5, Page 211 of the Official Public Records of Williamson County, Texas, hereinafter referred to as "The Property"; and

Whereas, public notice of such hearing was accomplished in accordance with State Law and the City's Unified Development Code through newspaper publication, signs posted on the Property, and mailed notice to nearby property owners; and

Whereas, the Planning and Zoning Commission, at a meeting on September 17, 2019, held the required public hearing and submitted a recommendation of approval to the City Council for the requested rezoning of the Property; and

Whereas, the City Council, at a meeting on October 8, 2019, held an additional public hearing prior to taking action on the requested rezoning of the Property.

**Now, therefore, be it ordained by the City Council of the City of Georgetown, Texas, that:**

Section 1. 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 implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and further finds that the enactment of this Ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan and the City's Unified Development Code.

Section 2. The Official Zoning Map, as well as the Zoning District classification for the Property is hereby amended from the Residential Single-Family (RS) zoning district to the Mixed Used Downtown (MU-DT) zoning district, in accordance with the attached *Exhibit A* (Location Map) and *Exhibit B* (Legal Description) and incorporated herein by reference.

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

**Page 1 of 2**

**Description:** 601 S. Main Street

**Case File Number:** 2019-13-REZ

**Date Approved:** October 22, 2019

**Exhibits A-B Attached**

Section 3. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

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 sign this ordinance and the City Secretary to attest. This ordinance shall become effective in accordance with the provisions of state law and the City Charter of the City of Georgetown.

APPROVED on First Reading on the 8<sup>th</sup> day of October, 2019.

APPROVED AND ADOPTED on Second Reading on the 22<sup>nd</sup> day of October, 2019.

THE CITY OF GEORGETOWN:

ATTEST:

\_\_\_\_\_  
Dale Ross  
Mayor

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Charlie McNabb  
City Attorney

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

**Description:** 601 S. Main Street

**Date Approved:** October 22, 2019

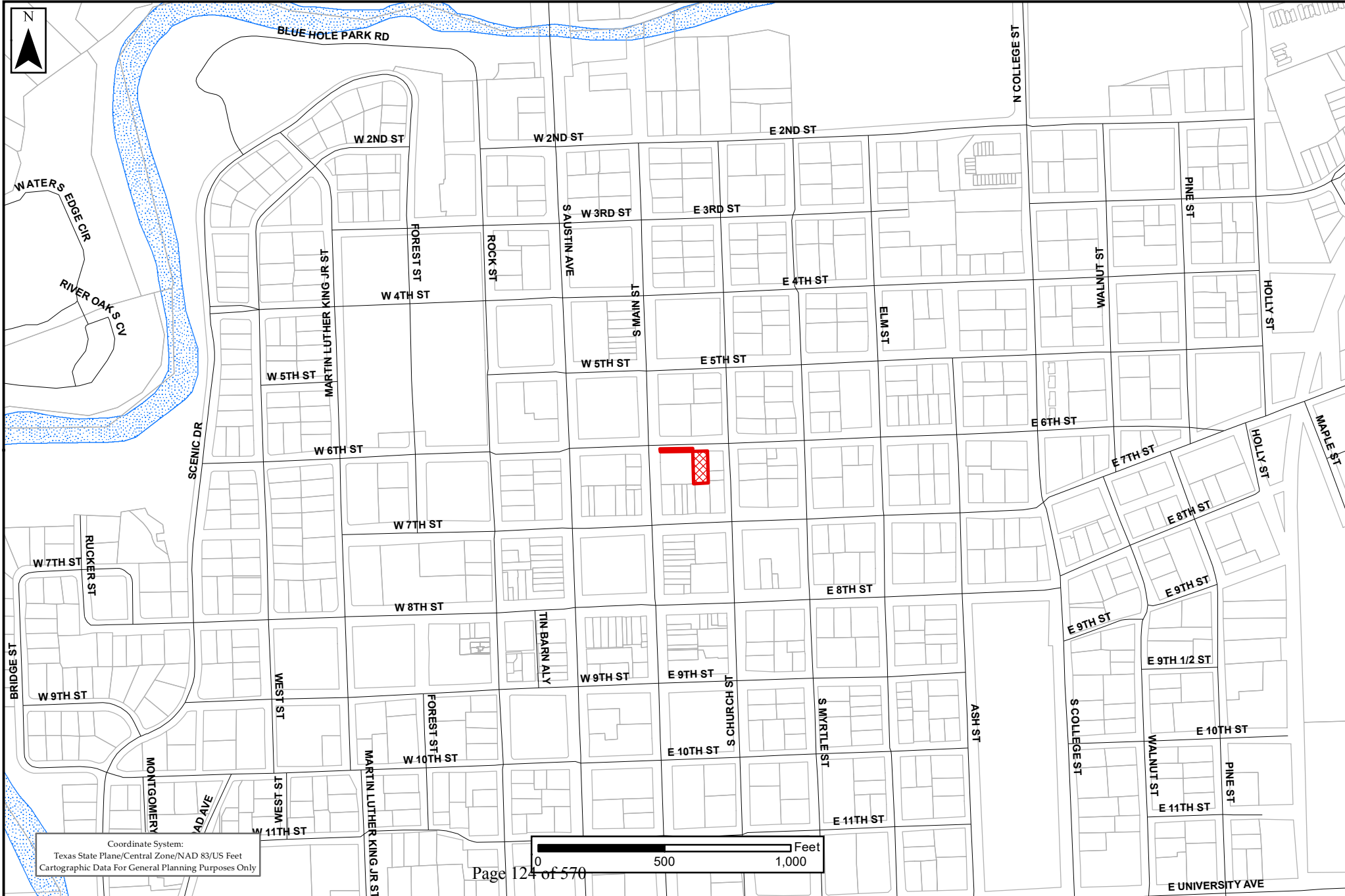
**Page 2 of 2**

**Case File Number:** 2019-13-REZ

**Exhibits A-B Attached**

# Location Map 2019-13-REZ Exhibit A

- Legend
-  Site
  -  Parcels
  -  City Limits
  -  Georgetown ETJ



Coordinate System:  
 Texas State Plane/Central Zone/NAD 83/US Feet  
 Cartographic Data For General Planning Purposes Only



Exhibit B

W 5TH ST

E 5TH ST

Tract II  
0.165 Ac.  
PT Lots 5 & 8  
Block 38  
City of Georgetown  
Doc No. 1996026182, OPR

W 6TH ST

E 6TH ST

W 7TH ST

E 7TH ST

WILLIAMSON COUNTY  
COURTHOUSE

S MAIN ST

S CHURCH ST

S MYRTLE ST

W 8TH ST

E 8TH ST

## Rezoning Location Map: 601 S Main Street



City of Georgetown, TX

STEGERS BIZZELL





0 37.5 75 150 225 300 Feet

MAP DATE: 06/07/19

 Tract II - Proposed Zoning  
Amendment Boundary  
 Subject Parcel

### Zoning Legend

 Mixed Use Downtown  
 Mixed-Use Downtown




 Two Family  
 Office  
 Residential Single-Family

EXHIBIT A  
METES AND BOUNDS DESCRIPTION

BEING A PORTION OF LOTS 5 AND 8, BLOCK 39 OF THE CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS, AND BEING THE SAME PROPERTY CONVEYED TO HERITAGE BAPTIST CHURCH OF WILLIAMSON COUNTY IN A CORRECTION DEED RECORDED IN VOLUME 1596, PAGE 742 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the south r.o.w. line of 6th Street at the northeast corner of said Heritage Baptist Church tract of land, being also in the north line of said Lot 8, for the northeast corner and PLACE OF BEGINNING hereof;

THENCE with the east line of said Heritage Baptist Church tract of land, and crossing said Lots 5 and 8, Block 39, S 00° 01' 23" E 119.75 feet to a 1/2" rebar found in the south line of said Lot 5, being also in the north line of Lot 4, Block 39 of said City of Georgetown, being also the southeast corner of said Heritage Baptist Church tract of land, for the southeast corner hereof;

THENCE with the south line of said Heritage Baptist Church tract of land, being also the south line of said Lot 5, being also the north line of said Lot 4, S 89° 54' 40" W 60.00 feet to a 1/2" rebar set at the southwest corner of said Heritage Baptist Church tract of land, being also the southwest corner of said Lot 5, being also the southeast corner of Lot 6, Block 39 of said City of Georgetown, and being the common northerly corner between Lots 3 and 4, Block 39 of City of Georgetown, for the southwest corner hereof;

THENCE with the west line of said Heritage Baptist Church tract of land, being also the west line of said Lots 5 and 8, being also the east line of Lots 6 and 7, Block 39 of said City of Georgetown, N 00° 01' 23" W 119.84 feet to a 1/2" rebar set in the south r.o.w. line of 6th Street at the northwest corner of said Lot 8, being also the northeast corner of said Lot 7, and being the northwest corner of said Heritage Baptist Church tract of land, for the northwest corner hereof;

THENCE with the south r.o.w. line of 6th Street (60' r.o.w.), being also the north line of said Heritage Baptist Church tract of land, and being the north line of said Lot 8, N 90° 00' 00" E (assumed bearing basis for this survey) 60.00 feet to the PLACE OF BEGINNING.

Doc# 9626182  
# Pages: 3  
Date : 05-21-1996  
Time : 04:13:59 P.M.  
Filed & Recorded in  
Official Records  
of WILLIAMSON County, TX.  
ELAINE BIZZELL  
COUNTY CLERK  
Rec. \$ 13.00



WEST 6TH STREET  
(60' ROW)  
(VOL. 5, PG. 211, DR)

**N87° 43' 51" E      180.03'**

POB — L1  
S 87° 52' 54" W 179.94  
2,237 SQ. FT.

**SOUTH MAIN STREET  
(80' ROW)  
(VOL. 5, PG. 211, DR)**

S 02° 30' 32" E 119.72'

CLEMENT STUBBLEFIELD SURVEY, A-558  
WILLIAMSON COUNTY, TEXAS

TRACT I  
PT LOTS 6 & 7, BLOCK 39  
CITY OF GEORGETOWN  
DOC. NO. 199626182, OPR

TRACT II  
PT LOTS 5 & 8, BLOCK 39  
CITY OF GEORGETOWN  
DOC. NO. 1996026182, OPR

CALLED  
 0.055 ACRES  
 PT OF LOT 5, BLOCK 39  
 LINDA MCCALLA  
 DOC. NO.  
 2003093285, OPR

LOT 8  
 LOT 5  
 ORIGINAL  
 LOT LINE

CALLED 0.110 ACRES  
 PT OF LOTS 5 & 8, BLOCK 3  
 DAVID C. BELT  
 DOC. NO. 1999076252,  
 OPR

8  
 PT OF LOTS 5 & 8, BLOCK 3  
 DAVID C. BELT  
 DOC. NO. 1999076252,  
 OPR

SOUTH CHURCH STREET  
(60' ROW)  
(VOL. 5, PG. 211, DR)

Line Table		
Line #	Direction	Length
L1	N 02°30'32" W	12.19'
L2	S 02°03'39" E	12.67'

GRAPHIC SCALE: 1" = 40'



## LEGEND

- |     |   |
|-----|---|
| ●   | IRON ROD FOUND<br>(1.2" OR AS NOTED)                                |
| ⬡   | COTTON SPINDLE FOUND  |
| △   | MAG NAIL WITH WASHER<br>STAMPED "STEEER RIZZELL" SET                |
| ▲   | MAG NAIL WITH WASHER<br>STAMPED "INLAND 5050" FOUND<br>RIGHT-OF-WAY |
| ROW | OFFICIAL PUBLIC RECORDS OF<br>WILLIAMSON COUNTY, TEXAS              |
| OPR | DEED RECORDS OF<br>WILLIAMSON COUNTY, TEXAS                         |
| DR  |   |
| POB | POINT OF BEGINNING  |

**NOTES:**

1. REFERENCE IS HEREON MADE TO THE METERS AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.
2. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD\_83 (2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00013.

I CERTIFY THAT THIS MAP WAS PREPARED FROM A SURVEY MADE ON THE GROUND ON JUNE 26, 2019, UNDER MY SUPERVISION.



02/03/2019

**EXHIBIT FOR REZONING  
2,237 SQUARE FOOT TRACT OF LAND**

DEDICATED IN VOL. 5, PG. 211, DEED RECORDS  
IN THE CLEMENT STUBBLEFIELD SURVEY, A-558  
WILLIAMSON COUNTY, TEXAS



ADDRESS	1978 S. AUSTIN AVENUE	GEORGETOWN, TX 78626
METRO	512.930.9412	
SERVICES	TEXAS REGISTERED ENGINEERING FIRM F-181 TBPUS FIRM NO.10009700	W2B STGERBIZELL.COM
	>>ENGINEERS	>>PLANNERS
	>>>PLANNERS	

DATE 07/05/2019

JOB NO. 22669

### DESCRIPTION OF

DESCRIPTION OF A 2237 SQUARE FOOT TRACT OF LAND LOCATED IN THE CLEMENT STUBBLEFIELD SURVEY, ABSTRACT 558, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF WEST 6<sup>TH</sup> STREET, AN UNNAMED 60 FOOT ROADWAY SHOWN ON THE REVISED MAP OF GEORGETOWN, A MAP OF WHICH IS RECORDED IN VOLUME 5, PAGE 211, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2237 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 1/2 inch iron rod found on the south right-of-way line of said West 6<sup>th</sup> Street at its intersection with the east right-of-way line of South Main Street, a 80 foot wide roadway shown on said REVISED MAP OF GEORGETOWN, for the northwest corner of Block 39, formally Block 7 on said REVISED MAP OF GEORGETOWN, for the southwest corner of the herein described tract, from which point a mag nail with washer stamped "INLAND 5050" found for the common west corner of Lot 6 and Lot 3, said Block 39, bears South 02°30'32" East, with said east right-of-way line of South Main Street, a distance of 119.72 feet;

**THENCE**, over and across said West 6<sup>th</sup> Street, the following three (3) curses and distances:

1. North 02°30'32" West, a distance of 12.19 feet, to a mag nail with washer stamped "STEGEBIZZELL" set;
2. North 87°43'51" East, a distance of 180.03 feet, to a to a mag nail with washer stamped "STEGEBIZZELL" set;
3. South 02°03'39" East, a distance of 12.67 feet, to a 1/2 inch iron rod found on said south right-of-way line of West 6<sup>th</sup> Street, for the northeast corner of that certain tract of land described as Tract II conveyed to the City of Georgetown by Warranty Deed of record in Document No. 1996026182, of the Official Public Records of Williamson County, Texas, same point being the northwest corner of that certain 0.110 acre tract of land conveyed to David C. Belt by General Warranty Deed of record in Document No. 1999076252, said Official Public Records;

*MAS*  
*07/05/2019*

STEGE  BIZZELL

1978 S. Austin Ave  
Georgetown, TX 78626

**THENCE**, South 87°52'54" West, with the current south right-of-way line of West 6<sup>th</sup> Street, a distance of 179.94 feet, to the **POINT OF BEGINNING**, and containing 2237 square feet of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD\_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00013.

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a survey map of the subject tract.

I certify that this description was prepared from a survey made on the ground on June 26, 2019, under my supervision.

Steger & Bizzell Engineering Inc.



Miguel A. Escobar, LSLs, RPLS  
Texas Reg. No. 5630  
1978 South Austin Avenue  
Georgetown, Texas 78626  
(512) 930-9412  
TBPLS Firm No. 10003700



P:\22000-22999\22669-CoG Parking Lot Replat-Rezone\Survey Data\Descriptions\22669-ReZoning.docx



1978 S. Austin Ave  
Georgetown, TX 78626

City of Georgetown, Texas  
City Council Regular Meeting  
October 8, 2019

**SUBJECT:**

**Second Reading** of an Ordinance to approve the **Development Agreement** for **Parkside on the River Subdivision**, pertaining to a proposed new subdivision in Williamson County, Texas consisting of approximately **1,148 acres** generally situated **south** of **SH 29** and the **Water Oak Subdivision** and **north** of **RM 2243/Leander Road** between the **Preserve Subdivision** and the **River Ridge Subdivision**, and also including an approximately **62 acre** tract located **south** of **RM 2243** and **west side** of **CR 176** -- Wayne Reed, Assistant City Manager

**ITEM SUMMARY:**

Council is being asked to conduct a second reading and to take action on an ordinance approving a new development agreement between the City and HM Parkside, LP, a Texas limited partnership ("Primary Owner") and HM CR 176-2243, LP, a Texas limited partnership affiliated with Primary Owner ("Affiliated LP") for the proposed 1,210 acre (+/-) Parkside on the River subdivision. City Council held a public hearing for the first reading of the ordinance on September 24, 2019.

The 1,210 acres of land that are the subject of the proposed development agreement are located primarily in the City's extraterritorial jurisdiction but with a roughly 80 acre portion that is still located inside the city limits at this time. The Primary Owner has requested this 80 acres be deannexed at a future date as soon as possible (see Attachment 1 – Location Map). The Primary Owner owns the 1,148 acres located north of RM 2243; the remaining acres are owned by Affiliated LP and are located south of RM 2243. Should Council approve the proposed Parkside on the River Development Agreement ("Development Agreement"), the development of the Parkside on the River Subdivision will be controlled by the terms and conditions therein. Council considered this matter on December 11, 2018 during a workshop and provided staff direction to proceed with negotiations on an amended consent agreement and a new development agreement. Council is being asked at this time to consider approval of the first reading of an Ordinance concerning the Development Agreement.

Related Council Items

Council is also being asked to take separate action on the Second Amended and Restated Consent Agreement on this same agenda (Agenda Item N). This consent agreement is attached to the Parkside on the River Development Agreement as Exhibit D. The consent agreement is being amended and restated to address the fact that Water Oak Subdivision and Parkside on the River Subdivision will be developed by different developers; to modify several financial terms; to grant Council approval for WCMUD No. 25 to annex additional land into its boundaries so the Primary Owner or Affiliated LP can commence development of that land under existing WCMUD No. 25, and to grant Council approval for commencing the City's deannexation process as to those portions of the land owned by Primary Owner or Affiliated LP that is currently within the City limits. Council action on the Second Amended and Restated Consent Agreement and the referenced resolution is scheduled to occur tonight following the second reading of the attached Ordinance.

Lastly, Council will consider taking action to annex an additional 62.105 acres into Williamson County Municipal Utility District No. 25 (WCMUD #25) tonight (see Agenda Item O). This action will ensure that the entire 1,210 acres under control of the Primary Owner and the Affiliated LP are developed under one set of unified and high quality development standards.

City staff finds the proposed Development Agreement together with the financial terms proposed for the municipal utility districts as described in this cover sheet will achieve the intent of the City's MUD Policy.

Background

To begin, HM Parkside is entitled to proceed with the development of its 1,148 acres that are located north of RM 2243 (referred to as the "Remainder Property" in the Development Agreement) under the 2012 Amended and Restated Consent Agreement and the 2012 Amended and Restated Development Agreement (collectively the "Agreements") concerning the Water Oak development. Instead, HM Parkside and the City staff have negotiated on terms that are consistent with Council's directions from its workshop this past December and will enhance development regulations, increase partnership on infrastructure, and set the stage to modify the terms of the 2012 Amended and Restated Consent Agreement.

The City Council approved its MUD Policy on July 24, 2018. In the Policy, Council affirmed the purpose of a MUD is "to assist in closing the financial gap when a development is seeking to exceed minimum City standards, provide a robust program of amenities, and/or where substantial off-site infrastructure improvements are required that would serve the MUD and surrounding properties." The Parkside on the River Development Agreement has attached to it a proposed

amendment to the Water Oak MUD 2012 Amended and Restated Consent Agreement (Exhibit D). Therefore, it is appropriate to evaluate the Development Agreement in light of the City's MUD Policy which identifies the basic requirements for the creation and amendment to a MUD as follows:

1. Quality Development. The development meets or exceeds the intent of the development, infrastructure, and design standards of City codes;
2. Extraordinary Benefits. The development provides extraordinary public benefits that advance the vision and goals of the Comprehensive Plan, such as, but not limited to, extension, financial contribution, and/or enhancement of master planned infrastructure, diversity of housing, and enhanced parks, trails, open space, and recreational amenities that are available to the public;
3. Enhance Public Service and Safety. The development enhances public services and optimizes service delivery through its design, dedication of sites, connectivity, and other features.
4. City Exclusive Provider. The development further promotes the City as the exclusive provider of water, sewer, solid waste, and electric utilities;
5. Fiscally Responsible. The development is financially feasible, doesn't impair the City's ability to provide municipal services, and would not impose a financial burden on the citizens of Georgetown in the event of annexation;
6. Finance Plan. The developer(s) contributes financially to cover a portion of infrastructure expenses without reimbursement by the MUD or the City and as reflected in conditions placed on the issuance of bonds by the district;
7. Annexation. The development will not impair the City's future annexation of the MUD or adjacent property or impose costs not mutually agreed upon.

A high level summary of the major terms in the Development Agreement follow recognizing that each one is subject to the specific limitations, terms and conditions contained in the Development Agreement:

- Unified Development Code (UDC). The project is vested to the UDC dated and in effect on June 1, 2011. This is the same as required in the Water Oak Subdivision 2012 Amended and Restated Development Agreement;
- Land Use Plan (Section 3.01 and Exhibit F). The Parkside on the River Land Use Plan compared to the Water Oak Land Use Plan and associated standards of development provides a greater diversity of housing with a range of single-family lots/designs, multi-family, and cluster homes, plus increases commercial land area nearly tenfold (5.5 acres versus 50 acres). The breakdown is as follows:

- § Single-family... maximum of 2,500 dwelling units on 700 acres;
- § Multi-family... maximum of 89 acres with a mix of products with 12 units per acre and 20 units per acre;
- § Commercial... 50 acre minimum with the ability to increase to up to 150 acres;
- § School Tract... 16 acres for a public elementary school;
- § Fire Station Tract... 2.5 acre site located along RM 2243;
- § Open Space... 300 acres, including Parkland along the river corridor, HOA neighborhood parks including amenity centers, and natural open space areas

Parkside on the River development remains subject to the same street connectivity requirements as the existing Water Oak development per the UDC. This means it must make the required connections or stub streets to provide future connectivity.

- School Tract (Section 3.05.a). Primary Owner will reserve a roughly 16 acre site for a Georgetown Independent District (GISD) elementary school. GISD must acquire the tract of land by the GISD Election Date that falls 180 days after Primary Owner notifies GISD that the 200th building permit has been issued for a single-family residence within the portion of the Property that lies within GISD's designated school service area and certain improvements have been completed by the Primary Owner. If GISD elects to not acquire the site, the Primary Owner will be allowed to develop single-family residences on the site within the maximum units identified above;
- Fire Station Tract (Section 3.05.b and Exhibit I-2). City has one year after the Effective Date of the Development Agreement make a formal request to the Primary Owner to convey the 2.5 acre Fire Station Tract located along RM 2243 to the City. If the City exercises that option and takes title to the Fire Station Tract, the City will have 15 years to initiate construction on the site of improvements for one of the allowed fire station uses or else ownership of the site will revert to the Primary Owner;
- North Fire Station Tract (Section 3.05.c). City has determined it does not need the North Fire Station Tract located along SH 29 and will allow the Primary Owner to develop the site with permitted commercial uses;
- Parkside Parkway (Section 3.06.a and Exhibit J-6). Primary Owner shall construct Parkside Parkway in phases as a four (4) lane arterial from RM 2243 to the Bridge within a 135 foot wide right-of-way, except for a portion that runs along an adjacent property where it will construct two (2) lanes and dedicate 67.5 feet of right-of-way. Primary Owner will construct a 10 foot wide concrete trail along the entire length of this roadway, except along the two lane portion;



- Parkway B (Section 3.06.b and Exhibits J-4 and J-5). Primary Owner shall construct Parkway B in phases with a 100 foot wide right-of-way through the commercial development area and with a 70 foot wide right-of-way through the residential development area. Primary Owner will construct a 6 foot wide concrete trail along the entire length of this roadway;
- Intersections (Section 3.06.c). Primary Owner shall design and build, or cause to be designed and built, at no cost to the City, traffic signalization, intersection and roadway improvements at the RM 2243/Parkside Parkway Intersection and the RM 2243/Parkway B Intersection as and when required by TxDOT;
- Bridge (Section 3.07). Primary Owner shall design, bid, and build, or cause to be designed, bid and built the Bridge, which is a four (4) lane bridge with a six foot (6'-0") pedestrian sidewalk, over the South Fork of the San Gabriel River. The Primary Owner must commence construction of the Bridge within seven (7) years from the Effective Date of the DA and complete construction within fifteen (15) months after commencing construction. The cost of the Bridge will be covered by a combination of the Bridge Funds (which are monies due from the developer of the adjacent Crescent Bluff Subdivision pursuant to a separate agreement with the City and bond proceeds received by the City as the Master Development Fee as described in the Second Amended and Restated Consent Agreement), and, if needed, the Primary Owner's funds;
- River Trail and River Trail Parking Lot (Section 3.08). Primary Owner will build the River Trail and the River Trail Parking Lot by the Bridge Completion Deadline along with a trail that will connect the parking lot to the River Trail ("Connecting Trail");
- Residential Development Area (Section 4.01). There are dimensional and architectural standards (Exhibits M-1 and M-2) for single-family residential development, creating equality with recently approved developments with MUDs. Multi-family shall meet the development standards in the UDC and the permitted uses listed on Exhibit G-1;
- Commercial Development Areas (Section 4.02). Commercial uses shall meet all of the Non-Residential standards of Chapter 8 of the UDC;
- Tree Preservation (Exhibit L). Tree preservation standards for both residential and commercial development have been enhanced over current minimum standards contained in the Water Oak Subdivision 2012 Amended and Restated Development Agreement;
- Parkland (Section 4.04). Primary Owner will dedicate the Parkland (located along the river) to the City or to a nonprofit entity directed by the City no later than 60 days after the later of (i) written request of the City and (ii) Completion of the Bridge, for use as solely as public parkland;
- HOA Parks (Section 4.05). Primary Owner will dedicate two (2) HOA Parks to the future homeowners association(s). Before conveyance to the HOA, Primary Owner will build within each HOA Park an amenity center and additional improvements costing no less than \$250,000.00, consisting of any one or more of benches, picnic tables, cooking grills, playscapes, active areas for unorganized play and practice, pavilions, trails, trail access, landscape enhancements or restrooms;
- Water Transmission Line (Section 5.03). Primary Owner will design, bid, and build, or cause the design, bidding, and construction of, the Water Transmission Line. Primary Owner will begin construction of the 24" Water Transmission Line within one year after the Effective Date of the Development Agreement; the Water Transmission Line must be completed within one year of commencement of construction. In exchange, the City will reimburse the Primary Owner for the cost of designing and building the Water Transmission Line and acquiring land for the line from an adjacent landowner up to a maximum of \$3,850,000 (City's "Cost Cap") unless Council approves additional funds. Bidding of the project must be in accordance with Section 5.03.e as summarized below:
  - o Primary Owner will not accept a bid for an amount, including hard and soft costs, for the Water Transmission Line that would exceed \$3,500,000;
  - o Primary Owner will not accept a bid for an amount which, including hard and soft costs, would exceed the Cost Cap (ie., an additional 350,000) without obtaining approval of the City Manager (NOTE: approval of the Development Agreement would delegate to the City Manager the right to approve expenditure of up to \$3,850,000 in City funds for the Water Transmission Line) ;
  - o City Council must approve any change order that would result in the aggregate costs for the Water Transmission Line and off-site easement exceeding the Cost Cap;
  - o If the City's approval of a change order is required, and if Primary Owner allows work to commence on such change order without receiving the City's prior written approval, any costs incurred on that change order that are not subsequently approved by the City are not eligible for reimbursement;
  - o Primary Owner has no obligation to pay any amounts not reimbursable by the City and no obligation to complete the Water Transmission Line or off-site easement if the City does not make available adequate funds to complete same;

- o The City has no obligation to advance funds to complete the Water Transmission Line over and above the amounts approved by the City (either directly or through authority granted to the City Manager) (NOTE: a budget amendment for this item will be brought to City Council in December); and
  - o If the costs to complete the Water Transmission Line and off-site easement ultimately exceed the amounts approved by City Council (either directly or through authority granted to the City Manager) and the City Council does not make sufficient funds available to complete the Water Transmission Line, City staff will work with Primary Owner to present an amendment to this Agreement to City Council to address the water transmission improvements required to develop only the Project.
- Off-Site Capacity Payment and Off-site Water Facilities (Section 6.01). Primary Owner will be required to pay \$3,500,000 to the City in equal installments over 7 years for off-site water facilities. Out of the Off-site Capacity Payment and the Water Impact Fees, the City will be responsible for building and financing the Off-Site Facilities (if any) as necessary to provide service to the Property. Primary Owner will pay the initial installment of the Off-site Capacity Payment within 30 days after Completion of the Water Transmission Line and each subsequent annual installment will be due on each of the next 6 anniversaries of Completion of the Water Transmission Line;
  - Water Capacity (Section 6.01). Upon completion of the Water Transmission Line and payment of the Offsite Capacity Payment to the City, the City will guarantee and allocate to Owner a capacity interest in 4,600 SUE's of transmission capacity in the City's water utility system for the provision of water service to the Property. Owner acknowledges that the City will utilize the Water Transmission Line as a part of the City's overall water utility system; however, such service will not be provided in a manner that impairs the City's ability to serve the Property in accordance with the terms of this Agreement;
  - Wastewater Capacity (Section 6.02). Because the Former Owner constructed a portion of the SSGI, the City will guarantee and allocate to Owner a capacity interest in 4,600 SUE's of transmission capacity in the City's wastewater utility system for the provision of wastewater service to the Property. Owner acknowledges that the City will utilize the SSGI as a part of the City's overall wastewater utility system; however, such service will not be provided in a manner that impairs the City's ability to serve the Property in accordance with the terms of this Agreement;
  - Water and Wastewater Impact Fees (Section 9.01). In consideration of the Former Owner's construction of the SSGI and Primary Owner's payment of the Off-site Capacity Payment, the Impact Fees payable by Owners and End Buyers are (i) for water, the Water Impact Fee per SUE is \$3,324, and (ii) for wastewater, the Wastewater Impact Fee per SUE is \$2,683; and
  - Fire SIP Fee (Section 9.02). For so long as the City has a contractual relationship with ESD pursuant to which the City provides to the ESD fire station improvements, land for fire stations, or fire-fighting equipment or personnel, for each Lot on the Property, a Fire SIP fee of \$630 shall be due and payable to the City at the time of application for a building permit. The City agrees that it shall use the SIP Fees only for the purposes of providing contractual fire services (including facilities, equipment and personnel) to ESD.

#### ATTACHMENTS

1. Parkside on the River Location Map
2. Parkside on the River Land Use Plan (dated September 24, 2019)
3. PowerPoint
4. Public Comment
5. Ordinance with Attachment 1 (Parkside on the River Development Agreement)

#### FINANCIAL IMPACT:

The City will be responsible for reimbursing the Primary Owner for the cost of designing and building the Water Transmission Line up to a maximum of \$3,850,000 (City's "Cost Cap") unless Council approves additional funds as outlined in Section 5.03(f) in the Development Agreement. These funds will come from the Water Fund. The Primary Owner is responsible for making a payment of \$3.5 million ("Off-site Capacity Payment") to the City over a seven (7) year period (\$500,000 per year payment) following the completion of the Water Transmission Line to cover costs associated with the City funding Off-site Water Facilities.

Financial Terms proposed in the Second Amended and Restated Consent Agreement for Williamson County MUD #25 (WCMUD #25), the proposed Parkside on the River MUD No. 1, and the Additional District:

**District Only Tax Rate (Maximum):** \$0.92/\$100 assessed valuation

**Maximum Maturity of Bonds:** 30 years from the date of issuance for any one series of bonds, excluding refunding Bonds.

**Refunding of Bonds:** The issuing District shall reserve the right to redeem Bonds at any time beginning not later than the tenth (10th) anniversary of the date of issuance, without premium. No variable rate Bonds shall be issued by a District.

**Maximum Issuance Period between First and Last Bonds:** The latest Bond issuance date for WCMUD No. 25 shall be the date that is fifteen (15) years after the date of the First Bond Issuance Date, the latest Bond issuance date for POR MUD No. 1 shall be the date that is fifteen (15) years after the date of first Bond issuance by POR MUD No. 1 and the latest Bond issuance date for the Additional District shall be the date that is fifteen (15) years after the date of first Bond issuance by the Additional District.

**Reimbursement Agreements:** WCMUD No. 25 agrees not to issue Bonds, except for refunding Bonds, on or after the date that is fifteen (15) years after the First Bond Issuance Date. POR MUD No. 1 and the Additional District each agree not to issue Bonds, except for refunding Bonds, on or after the date that is fifteen (15) years after the date of first Bond issuance by each of them, respectively.

**Facilities Bonds may be issued to Finance:** Water, Wastewater, Storm Drainage, Roads, Bridge, Recreational Facilities, and Refunding Bonds

SUBMITTED BY:

Wayne Reed, Assistant City Manager

ATTACHMENTS:

Att 1 - Parkside on the River Location Map

Att 2 - Parkside on the River Land Use Plan

Att 3 - Presentation - Parkside on the River

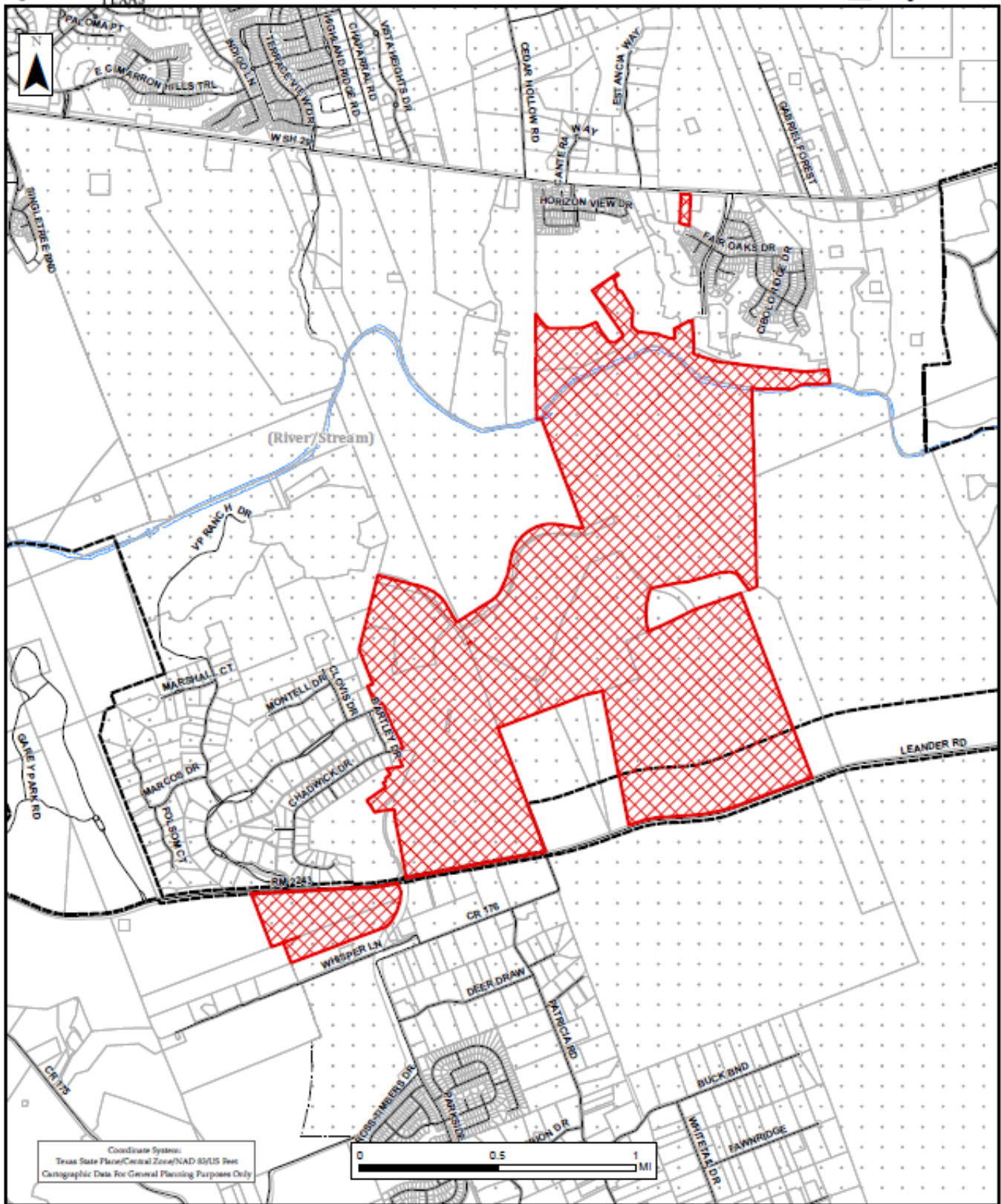
Att 4 - Public Inquiries

Att 5 - Ordinance - Parkside on the River DA



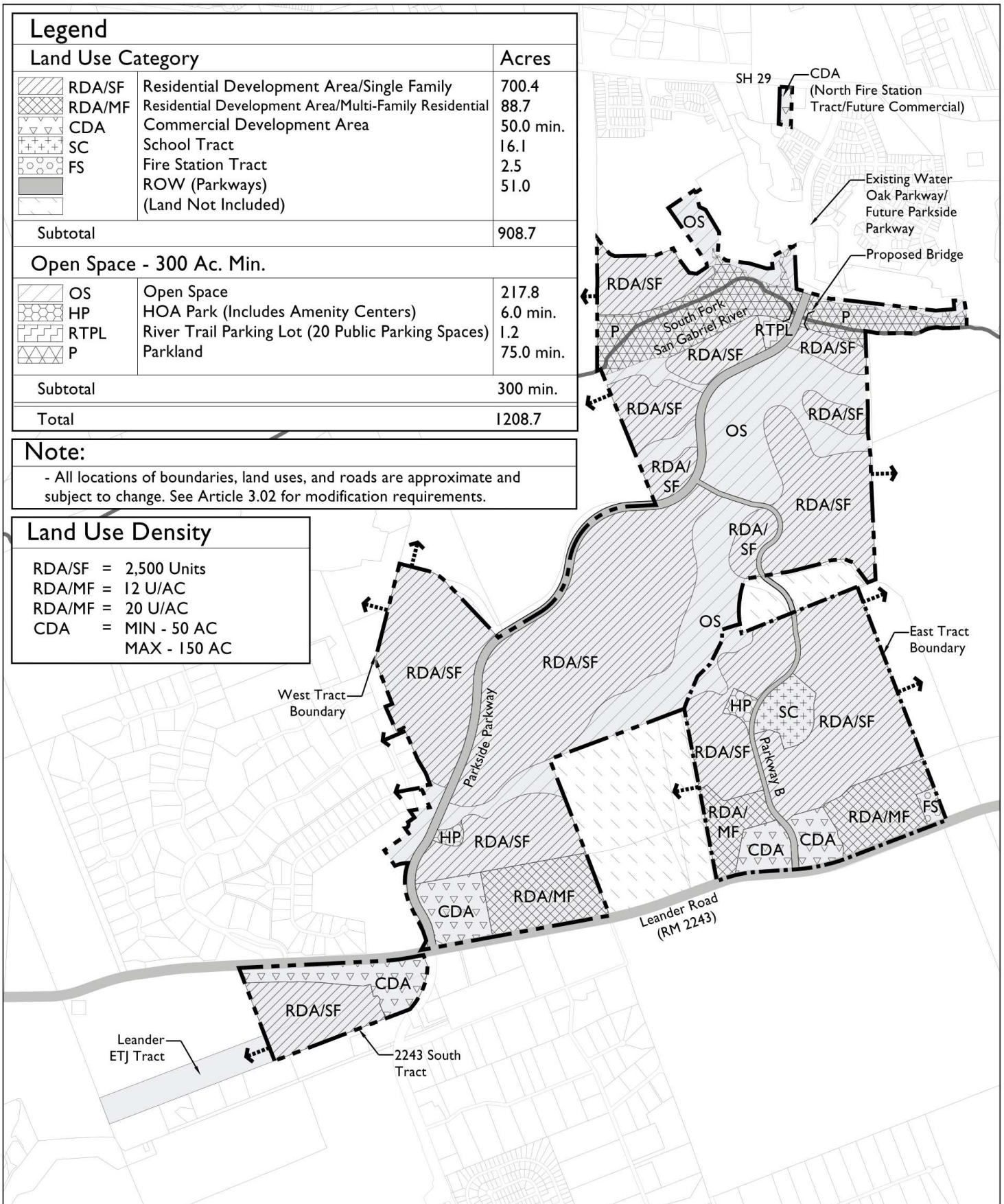
# Notice Map 2019-2-MUD

- Legend
- Site
  - Parcels
  - City Limits
  - Georgetown ETJ





# Exhibit F





# Parkside on the River Development Agreement

Presented by  
Wayne Reed, Assistant City Manager

October 8, 2019

# Overview

- Purpose of Presentation
- Existing- Water Oak DA (approved 2012)
- Proposed Parkside on the River DA
- MUD Policy Basic Requirements
- MUD Policy Analysis of ETJ MUD Proposal
- Action
- Next Steps

# Purpose

Second reading and possible action on an Ordinance (1st Reading) Approving the Development Agreement for Parkside on the River Subdivision, pertaining to a proposed new subdivision in Williamson County, Texas consisting of approximately 1,148 acres generally situated south of SH 29 and the Water Oak Subdivision and north of RM 2243/Leander Road between the Preserve Subdivision and the River Ridge Subdivision, and also including an approximately 62 acre tract located south of RM 2243 and west side of CR 176.

- Attached to the Parkside on the River Development Agreement as an exhibit is the Second Amended and Restated Consent Agreement.

# Purpose

The consent agreement is being amended and restated to address the fact that Water Oak Subdivision and Parkside on the River Subdivision will be developed by different developers; to modify several financial terms; to grant Council approval for WCMUD No. 25 to annex additional land into its boundaries so the Primary Owner or Affiliated LP can commence development of that land under existing WCMUD No. 25, and to grant Council approval for commencing the City's deannexation process as to those portions of the Remainder Land owned by Primary Owner or Affiliated LP that is currently within the City limits.

# Water Oak Subdivision

## Consent Agmt. And Development Agmt.

### Consent Agmt. Terms

- Consent to Creation of ETJ MUDs
- Consent to change boundaries and creation of successor districts
- Conditions for future annexation
- Master Development Fee
- Recognizes City as provider of water, wastewater, and garbage services
- Terms for issuance of bonds
- Establishes max. tax rate (\$0.92)

### Development Agmt. Terms

- Land Use Plan
- Specifications for Roadways, including schedule for and design of the Bridge
- Residential and Commercial Development Standards
- Open Space and Trail Standards
- Tree Preservation Standards
- On-site Utility Obligations & Standards
- Off-site Utility Obligations & Standards
- Terms for City to provide retail water, wastewater, and garbage services
- Impact Fees and Fire SIP Fees



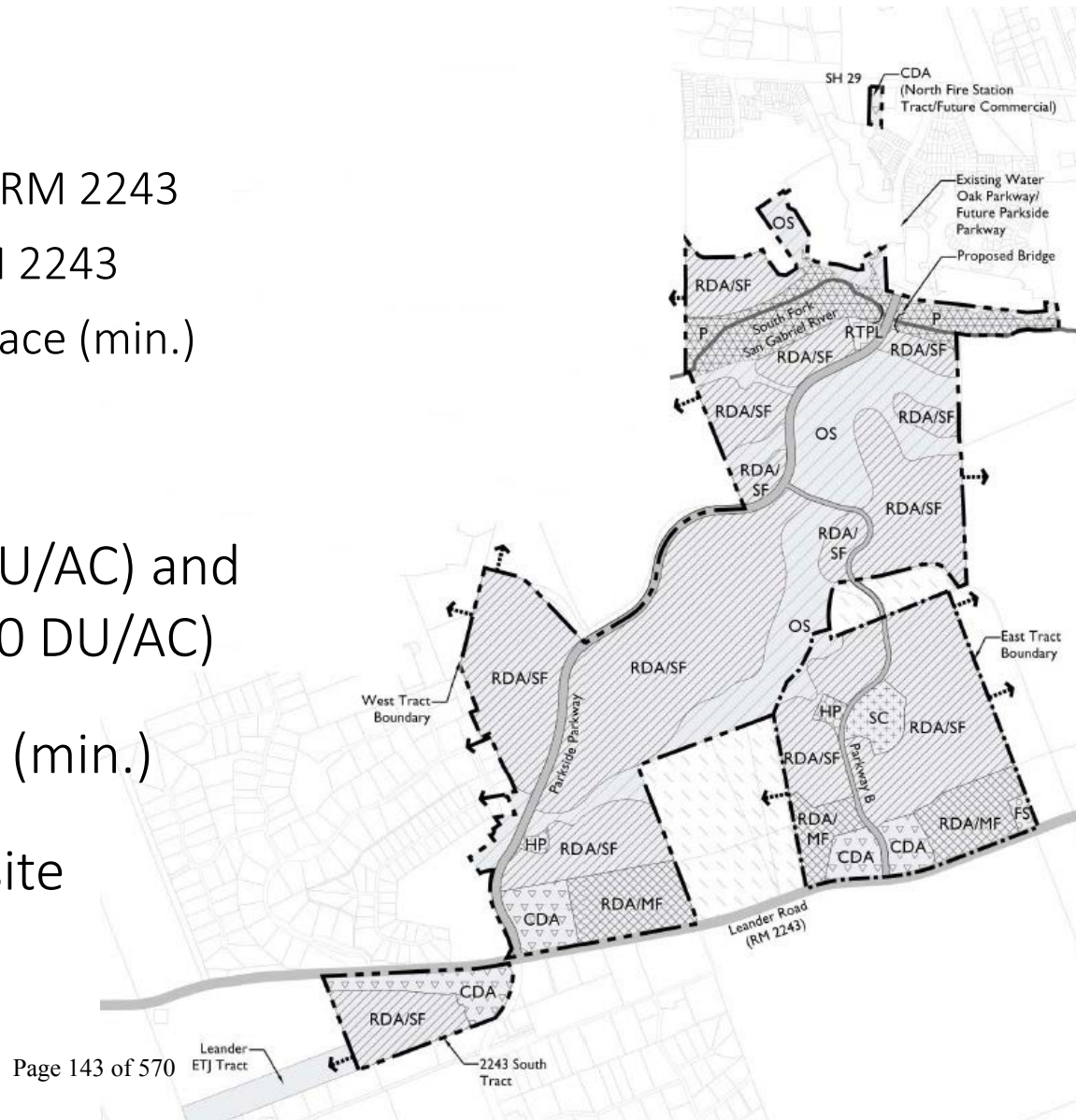
# Water Oak Concept Plan

- Approved in 2012
- 1,354 acres
  - 360 acres of open space
  - 1,160 ac in Water Oak South
- 3,268 SF Lots (max.)
- 17.5 acres commercial
  - 5.5 acres along RM 2243
- 2x2.5 acre fire station sites
- 12 acre school site



# Parkside on the River

- 1,210 acres
  - 1,148 acres north of RM 2243
  - 62 acres south of RM 2243
  - 300 acres of open space (min.)
- 2,500 SF Lots (max.)
- Cluster Homes (12 DU/AC) and Multi-family Units (20 DU/AC)
- 50 acres commercial (min.)
- 2.5 acre fire station site
- 16 acre school site





# Water Oak Development

## Major Highlights:

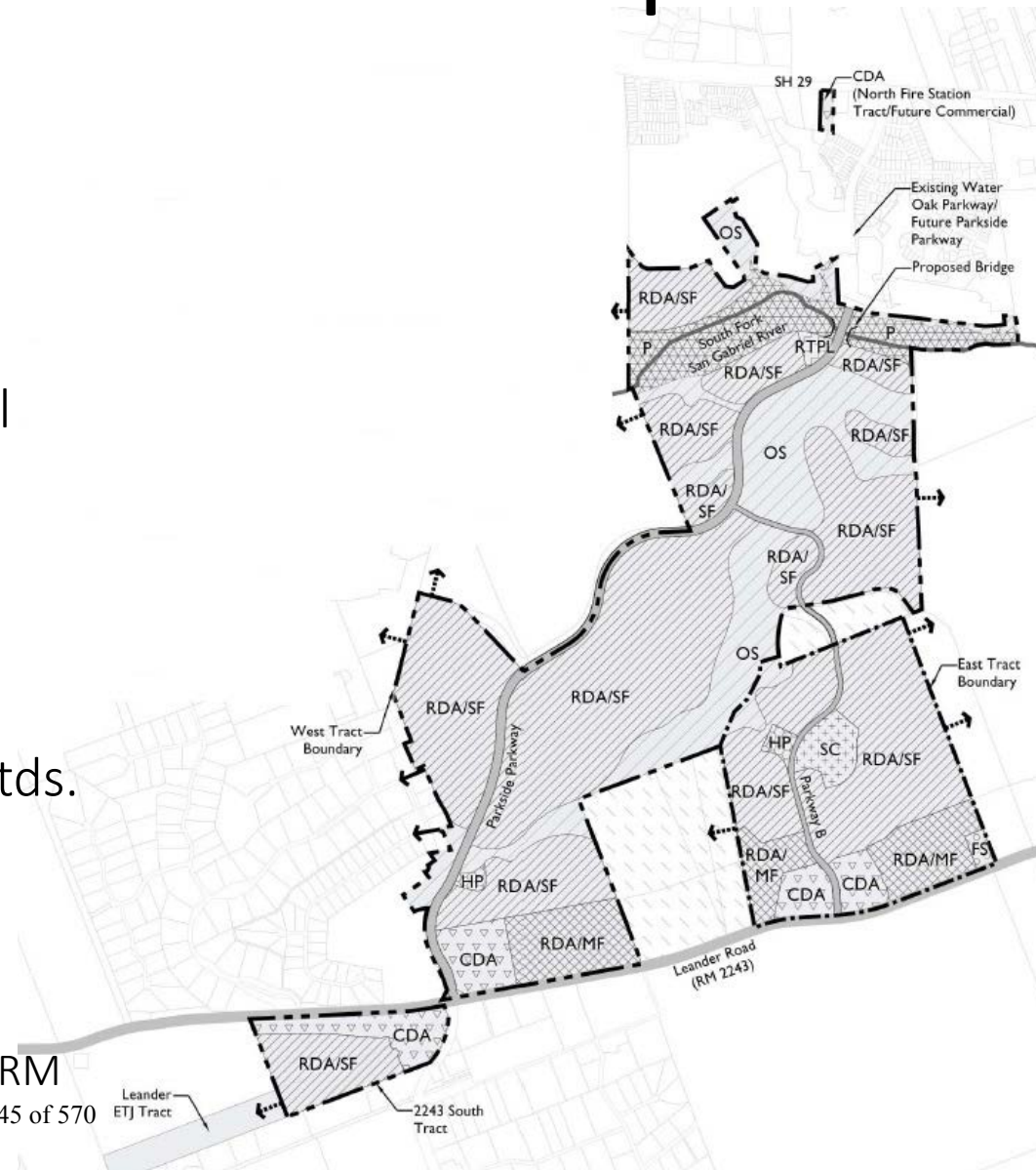
- The Bridge
- Water Oak Pkwy
- Parkland and Regional Trail
- Street Connectivity
- Neighborhood Parks and Amenity Centers
- Residential Architectural Stds.
- Tree Preservation
- Water Transmission Line
  - Phased construction



# Parkside on the River Development

## Major Highlights:

- The Bridge
- Water Oak Pkwy
- Parkland and Regional Trail
- Street Connectivity
- Neighborhood Parks and Amenity Centers
- Residential Architectural Stds.
- Tree Preservation
- Water Transmission Line
  - Constructed Up Front from RM 2243 to Water Oak North



# MUD Policy

(Approved July 2018)

## Purpose

---

The City of Georgetown finds that the purpose of a Municipal Utility District (MUD) is to assist in closing the financial gap when a development is seeking to exceed minimum City standards, provide a robust program of amenities, and/or where substantial off-site infrastructure improvements are required that would serve the MUD and surrounding properties.



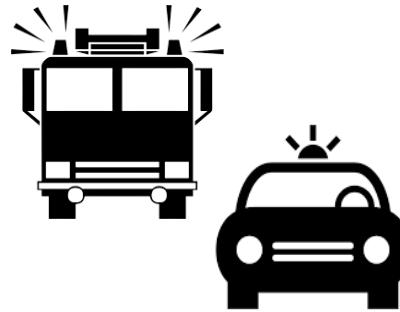
# MUD Policy: Basic Requirements



Quality Development



Extraordinary Benefits



Public Service/Safety



Exclusive Provider



Fiscally Responsible



Finance Plan



Annexation



**Quality Development.** The development meets or exceeds the intent of the development, infrastructure, and design standards of City codes

- **Land Development.** Developer has agreed to meet/exceed standards in UDC (dated June 1, 2011), plus add the following enhancements to Development Agreement:
  - **Residential Standards.** Design standards for single-family residential development to ensure minimum standard of quality and create equality with more recent developments with MUDs.
  - **Commercial Centers.** Set aside 50 acres along RM 2243 for future commercial compared to only 5.5 acres on current land use plan.
  - **Tree Preservation.** Enhanced Tree Preservation standards over existing preservation standards required in existing Water Oak agreement.
- **Infrastructure.** Developer has agreed to meet City's infrastructure standards and be obligated to fund the design and construction of major infrastructure.



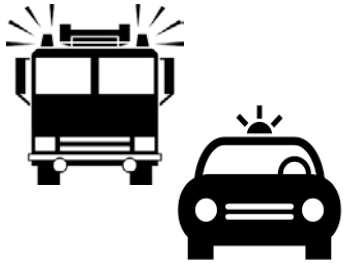
**Extraordinary Benefits.** The development provides extraordinary public benefits that advance the vision and goals of the Comprehensive Plan.

- **Roads/Bridge.** Developer/District to design, fund, and construct the Bridge, extension of Water Oak Pkwy and Parkway B. [No change from 2012 Agreement]
- **Trails.** Developer/District to design, fund, and construct regional trail (10' wide) along South San Gabriel River and Water Oak Parkway. Current agreement requires an 8' wide trail along Water Oak Parkway.
- **Parks/Recreational Facilities/Open Space.** Developer to provide neighborhood parks, private amenity centers, and preserve more than 300 acres as open space. Existing Agreement does not require neighborhood parks or commitment to amenity centers.
- **RM 2243 Transportation Enhancements.** Developer/District to design and build, or cause to be designed and built traffic signalization, intersection and roadway improvements at the RM 2243 at Parkside Parkway and Parkway B Intersections as and when required by TxDOT. There are no specific obligations in current agreement.
- **Diversity of Housing.** Land Use Plan provides a diversity of housing with range of single-family lots/designs, multi-family, and cluster homes, while increasing commercial. Current plan allows only single-family and 5.5 acres commercial.



**Extraordinary Benefits.** The development provides extraordinary public benefits that advance the vision and goals of the Comprehensive Plan.

- **Wastewater (Existing Benefit).** The Water Oak development funded \$12,807,158 and the City funded \$2,627,738 in a partnership to extend a major wastewater interceptor (SSGI) west of I-35 to address growth pressures and support quality development consistent with the City's Comprehensive Plan.
- **Water Infrastructure (Existing Benefit).** Developer/District to partner on construction and financing of master planned 24" Water Transmission Line from RM 2243 to Water Oak North. A change includes:
  - City will advance funding to construct transmission line ahead of development to improve availability of fire flow for the surrounding area, including the project, in response to strong growth along RM 2243 and to the south.
  - The Developer has agreed to bid and build the line within the City's available funds. The developer has agreed to repay the City \$3,500,000 (Off-site Capacity Payment) with an annual fixed payment of \$500,000 over 7 years, starting with first payment made after completion/acceptance of Water Transmission Line.



*Enhance Public Service and Safety.* The development enhances public services and optimizes service delivery through its design, dedication of sites, connectivity, and other features.

- **Fire Station Site.** Developer will dedicate a 2.5 acre site along RM 2243 at no cost to the City to optimize service delivery and response times as this area develops. [No change from 2012 Agreement.]
- **SIP Fee.** Developer agrees to maintain Fire SIP fee of \$630 to be collected at time of application of building permit for each residential lot, multi-family unit, and commercial lot. [No change from 2012 Agreement.]





*City Exclusive Provider.* The development further promotes the City as the exclusive provider of water, sewer, solid waste, and electric utilities.

- **Exclusive Provider.** The City will continue to be exclusive provider of all services – water, wastewater, and solid waste. [No change from 2012 Agreement.]
- **On-site Facilities.** The Developer/District to cover the full cost of On-site Facilities (water, wastewater, drainage, road, etc...) internal to the Water Oak South development that are necessary to serve the project. [No change from 2012 Agreement.]
- **Impact Fees.** The Developer/District will be assessed the existing water and wastewater impact fees listed in the current development agreement. The existing development agreement has locked impact fees in place at \$3,324 per Service Unit for water and \$2,683 per Service Unit for wastewater. [No change from 2012 Agreement.]



**Finance Plan.** The developer(s) contributes financially to cover a portion of infrastructure expenses without reimbursement by the MUD or the City and as reflected in conditions placed on the issuance of bonds by the district.

- **Bond Terms:**
  - **Estimated Maximum Amount of Bonds to be Issued for Future Districts:** \$100,100,000 based upon developer's assumptions on valuations and absorption. This does not include land located within existing MUD #25.
  - **Maximum Bond Maturity:** 30 years [MUD Policy guide is 25 years]
  - **Bond Issuance Period:** 15 years from the date of the first issuance of Bonds issued by each district [MUD Policy guide is 10 years]
  - **Refunding Bonds:** Not later than 10<sup>th</sup> anniversary of date of issuance
  - **Reimbursement Agmt.:** 15 years from Effective Date
  - **District Only Tax Rate (Maximum):** \$0.92/\$100 in Assessed Value
- Master Development Fee to be applied to future districts and retained for MUD #25, all to be applied to cost to design and construct the Bridge



*Fiscally Responsible.* The development is financially feasible, doesn't impair the City's ability to provide municipal services, and would not impose a financial burden on the citizens of Georgetown in the event of annexation.

- Development is responsible for on-site costs of infrastructure and will not impose financial burden on citizens of City of Georgetown.
- Developer to provide City with Off-site Capacity Payment of \$3,500,000 toward any off-site water facilities, plus pay Water Impact fees.
- Developer to commence construction of Bridge (4 lanes with pedestrian walkway) within 7 years and complete construction within 15 months.
- By completion of the Bridge, Developer must build at least two lanes of Water Oak Pkwy from RM 2243 to the Bridge, the River Trail (regional trail), Connecting Trail, and River Trail Parking Lot.
- Residential construction is expected no sooner than 2021 and achieve full buildout by 2040.
- Commercial construction of approximately 250,000 square feet of building area to begin construction by 2028 and remainder built out over time.
- Multi-family and cluster homes may begin in 2023 and take more than a decade to achieve full build-out.

# Action

Second reading and possible action on an Ordinance

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS APPROVING A DEVELOPMENT AGREEMENT FOR PARKSIDE ON THE RIVER SUBDIVISION, PERTAINING TO A PROPOSED NEW SUBDIVISION IN WILLIAMSON COUNTY, TEXAS CONSISTING OF APPROXIMATELY 1,148 ACRES GENERALLY SITUATED SOUTH OF SH 29 AND THE WATER OAK SUBDIVISION AND NORTH OF RM 2243/LEANDER ROAD BETWEEN THE PRESERVE SUBDIVISION AND THE RIVER RIDGE SUBDIVISION, AND ALSO INCLUDING AN APPROXIMATELY 62 ACRE TRACT LOCATED SOUTH OF RM 2243; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

# Next Steps

- Should Council approve the ordinance, it will allow execution of the Parkside on the River Development Agreement
- Council will consider approving a resolution approving the Second Amended and Restated Consent Agreement (Agenda Item N)
- Council will consider approving a resolution approving the annexation of approximately 62 acres into WCMUD #25 (Agenda Item O)
- Staff will return with a deannexation of approximately 80 acres of land along RM 2243, which will retain RM 2243 right-of-way inside city limits
- Staff will bring forward a FY20 budget amendment to fund the Water Transmission Line



Attachment #4

**Public Comments**

**Parkside on the River Development Agreement**

<b>#</b>	<b>Name</b>	<b>Date</b>
4.1	Wm Kearney	8.29.19
4.2	Craig Stoppenhagen	9.9.19
4.3	Robert and Judy Horn	9.5.19
4.4	Reyanne Hord	9.5.19 and 9.14.19
4.5	Irma S. Diaz	9.5.19
4.6	Thomas and Sheri Thom	9.6.19
4.7	James McCoy	9.17.19
4.8	Casey and Reyanne Sutton	9.20.19
4.9	Mervin and Annette Jones	9.20.19

**Danella Elliott**

---

**From:** William R Kearney <wmkearney@sbcglobal.net>  
**Sent:** Thursday, August 29, 2019 4:55 PM  
**To:** Wayne Reed  
**Cc:** George Hawn; Patt Wallace; Christina Hawn; KATHLEEN WHITE; Cristi Caviness; Teresa Woodrum; Jack Scanio; Frank Scanio, III; Robert Brown; Jeff Rooke  
**Subject:** [EXTERNAL] Parkside on the River Subdivision  
**Attachments:** Parkside dev at Escalera.pdf  
  
**Categories:** Office Time

[EXTERNAL EMAIL]

Wayne

Our family company, Georgetown Properties II, LLC [GTII] owns the two tracts colored in yellow on the attached location map [Notice 2019-2-MUD] The larger tract of 314 ac. is adjacent to the South San Gabriel River on the north and a previously proposed road [now a ranch road] on the south. There are number of smaller tracts to provide for the road. GTII also owns the 47 acre tract along RM 2243.

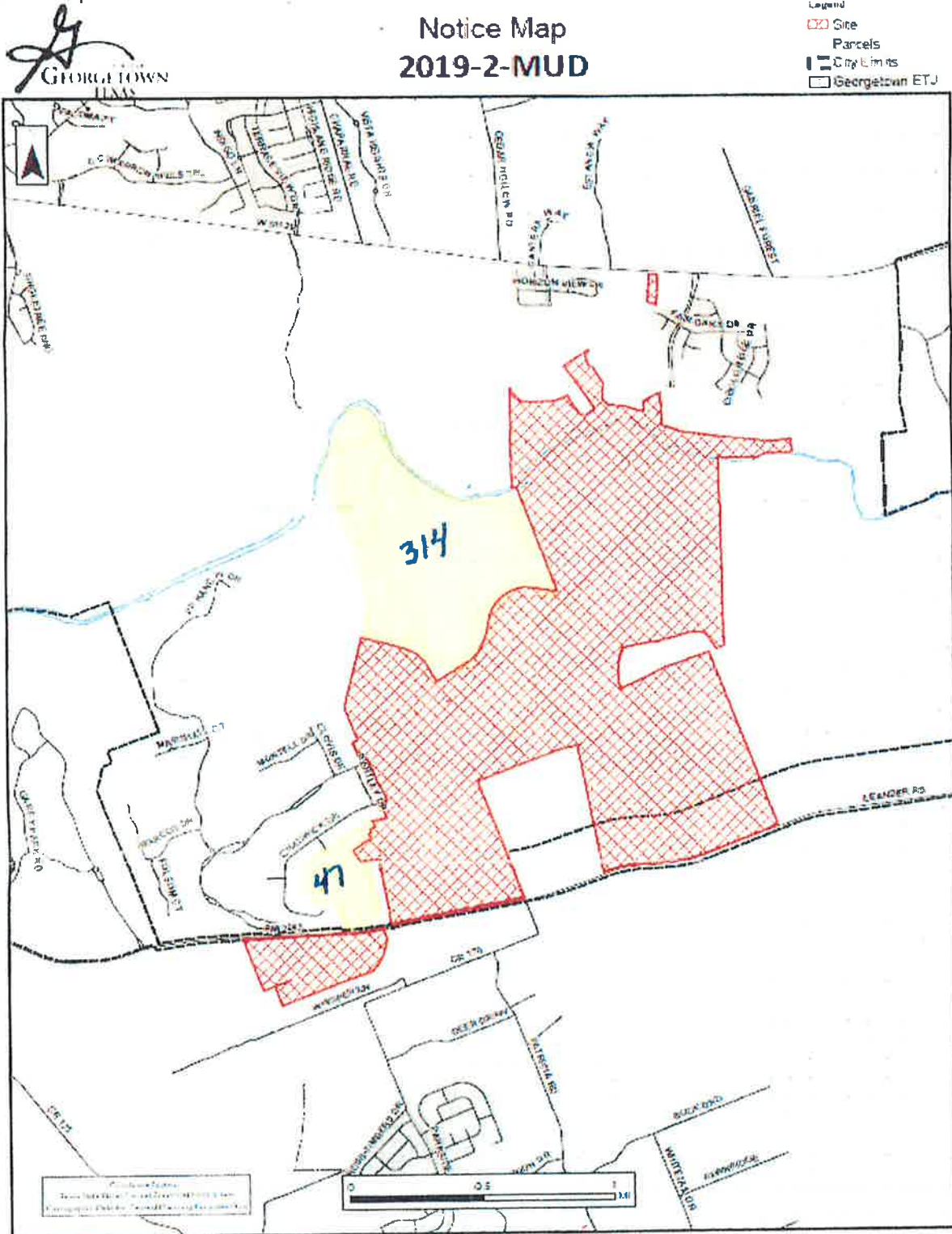
It would be helpful to receive the updated plan for the new Parkside development in order to make an informed decision and response to your letter.

Regards

Wm Kearney 972-620-1976

Location of Property:

Location map below:



**Danella Elliott**

---

**From:** Sofia Nelson  
**Sent:** Monday, September 9, 2019 10:18 AM  
**To:** Wayne Reed  
**Subject:** Fw: [EXTERNAL] RE: Parkside at the River Concept Plan

---

**From:** Craig Stoppenhagen <cstoppen12@gmail.com>  
**Sent:** Saturday, September 7, 2019 11:29:12 AM  
**To:** Sofia Nelson <Sofia.Nelson@georgetown.org>  
**Subject:** [EXTERNAL] RE: Parkside at the River Concept Plan

[EXTERNAL EMAIL]

Sofia,

Thank you again for calling me back on Friday. Your attachment is basically the same map I received in the mail. I was looking for a Plat map that showed how they were planning to layout the houses. It looks like me and my neighbors along Bartley Drive are the most affected. We would like to understand how the developer plans to “join” our neighborhoods. I’m not sure why City of Georgetown would want to build more sub-\$400K homes in this area with the huge developments already going in.

My specific questions are:

- What lot sizes are proposed for behind our homes along Bartley?
- Does the developer plan to design an easement to separate our neighborhoods – which I imagine are structured very differently?
- Do they realize that this could equate to our homes having up to 4 backyard neighbors if they decide to use 60 foot lots?
- Would they be willing to resize those lots to match up to ours – thus providing an opportunity for someone to build 4 larger homes at higher revenue margins?

Sofia – can you facilitate a meeting between our 4 owners and the developer? We would like to discuss/propose some ideas/options.

Thank you,

Craig Stoppenhagen  
101 Bartley Drive  
(512)745-7189 cell

---

**From:** Sofia Nelson [mailto:Sofia.Nelson@georgetown.org]  
**Sent:** Friday, September 6, 2019 4:33 PM  
**To:** cstoppen12@gmail.com  
**Subject:** Parkside at the River Concept Plan

**Danella Elliott**

---

**From:** Judy Horn <jrdhorn@gmail.com>  
**Sent:** Thursday, September 5, 2019 3:39 PM  
**To:** Wayne Reed  
**Cc:** Judy Horn  
**Subject:** [EXTERNAL] Parkside on the River subdivision comments Project case # 2019-2-MUD

[EXTERNAL EMAIL]

This is from Robert and Judy Horn. 120 Fair Oaks Dr in the Water Oak subdivision. Phone 612 802 3236

There are no details on what this development involves. It is enormous. Our subdivision is barely visible on the map.

I object to the new development based on it size, traffic concerns and environmental impact.

How will traffic impact my home? Water Oak Parkway and Hwy 29 needs a stoplight. Unclear how traffic will divert to the new subdivision? How can Leander Road support this amount of development? The map does not show that river will be cross by a road. Can this be added at a later date? Against this potential road development.

How will the area by the river be developed? The river area needs to remain natural.

Thank you



**Danella Elliott**

---

**From:** Reyanne Hord <rey724@aol.com>  
**Sent:** Thursday, September 5, 2019 8:58 AM  
**To:** Wayne Reed; WEB\_Planning  
**Subject:** [EXTERNAL] Questions and concerns for project case number 2019-2-MUD Parkside on the River impact on The Preserve subdivision

[EXTERNAL EMAIL]

Hi,

We are residents of Bartley Dr. in The Preserve subdivision writing to respectfully obtain more information and express our opinions on the proposed development of Parkside on the River subdivision.

Our questions and concerns are as follows:

1.) Does the proposed development include plans to extend the roads of Escalera and Chadwick to connect to the new subdivision? If so, who or what decides to connect a neighborhood like The Preserve that's outside of the city limits of Georgetown to the new neighborhood (Parkside on the River) that's within the city limits?

As residents of a neighborhood outside of city limits, we don't believe it's proper that the city would be able to decide something that would impact our neighborhood so negatively. From what we can tell from the map that was sent out to residents within 300 feet of the new development, Parkside on the River will connect to the exact same road that The Preserve and Escalera Ranch connect to which is 2243. In our opinion, we feel that connecting two separate neighborhoods (The Preserve and Parkside on the River) is unnecessary and bad for both neighborhoods. Please see items 3 and 4 below for specific reasons.

2.) Will there be any sort of buffer area or preserved area between The Preserve and the new development? Specifically behind the homes and property along Bartley. If so, where is the buffer and how big is the area?

We are aware of several caves in the area behind Bartley and can imagine this would and should impact development of certain pieces of land. Is the city aware of this and what is being done or proposed to be done to ensure safety? We'd hate to see the caves filled in and homes built on top of the ground that has caves below. We don't believe that would be safe. We'd like to see the areas with caves treated as a preserved area and restricted from development. The Preserve neighborhood has such an area that's located along the west side of Bartley.

3.) What type of development will Parkside on the River be? For example, what size of lots will be offered, what price point of homes will be built, will there be an HOA, will it be a gated community, will it be under video surveillance?

The Preserve has lots that are slightly over an acre. Homes are valued from about \$500,000 to \$900,000, there's an HOA and while it's not a gated community, there are cameras at the entrance and exit near 2243. Is the new development going to be comparable in lot size, home value, etc.? If not, it would certainly be a disadvantage to The Preserve residents to connect the two separate neighborhoods. It would unfairly negatively impact our property value. Homes within a connected area need to be of the same caliber and value. Connecting the two separate neighborhoods would also impact current residents' safety. Historically in The Preserve, new construction has brought an increase in crime. Construction crews have cased homes and then broken in later. Vehicles have also been broken into. Pets have been stolen. If the neighborhoods are connected, chances of crime for us will increase. We are concerned especially about this as we are located in an area that's far for police to respond to. We imagine at least a 15 minute response time. For all residents and those especially with small children, elderly, etc. this is a huge concern.

4.) What will the city or Parkside on the River do to assist with the increased traffic The Preserve will experience if the two neighborhoods are connected?

There are no sidewalks in our neighborhood so pedestrians share the roads with vehicles. The Preserve neighborhood was and is not designed to carry the burden of additional traffic. There's a stop sign at the corner of Bartley/Chadwick and also one at the corner of Bartley/Escalera. Current motorists do not obey these stop signs so we don't have confidence the new and additional motorists will obey them. Again, this is a huge safety concern. We also have an issue already with speeding in the neighborhood. We are not confident the new and additional motorists will obey posted speed limits either. Our neighborhood is comprised primarily of families with children and pets. Unnecessary, additional traffic from a completely separate neighborhood as Parkside on the River isn't something that's compatible with a development like The Preserve.

Thank you for taking the time to read and respond to our questions and concerns about the future of our neighborhood. We look forward to learning about any information the city has in response.

Thank you,

Casey and Reyanne (Hord) Sutton

113 Bartley Dr

Georgetown, TX 78628

[Rey724@aol.com](mailto:Rey724@aol.com)

512-517-0257

## Danella Elliott

---

**From:** Reyanne Hord <rey724@aol.com>  
**Sent:** Saturday, September 14, 2019 11:58 AM  
**To:** Wayne Reed; WEB\_Planning  
**Subject:** Re: [EXTERNAL] Questions and concerns for project case number 2019-2-MUD Parkside on the River impact on The Preserve subdivision

[EXTERNAL EMAIL]

Hi,  
Thank you for your email.

After reading the responses to our concerns, we feel as though this project will take place regardless of our and fellow neighbors objections to it. What is the point of the form that was mailed asking if we object or are in favor of this project? Or of holding a public hearing? Is it just formalities? Compliance to city ordinances?? Is there anything we can do that will truly ensure our concerns are considered?

We object to the entire development of Parkside on the River but realize it's not realistic for the whole project to not take place. However, more specifically, we firmly object to the connection of Parkside on the River to the Preserve and Escalera. While we understand it would provide another entrance and exit in the event of an emergency, we still stand by our opinion that this is unnecessary. The negative impacts of this connection are true, realistic scenarios that we will most definitely see the happen.

Thank you again for your responses. We still plan on attending the meeting on the 24th. We really hope it's not just a waste of everyones time.

Sincerely,  
Casey and Reyanne Sutton  
Sent from my iPhone

On Sep 11, 2019, at 5:19 AM, Wayne Reed <[Wayne.Reed@georgetown.org](mailto:Wayne.Reed@georgetown.org)> wrote:

Dear Mr. and Mrs. Sutton (Reyanne),

I have placed my response to each question below. I have attached the most recent Land Use Plan, which states it is "DRAFT." However, this is the most recent version. The final packet for the September 24<sup>th</sup> Council meeting, which will contain the development agreement and all exhibits, will be posted on the City's website along with the entire Council packet by end of Wednesday, Sept. 18<sup>th</sup>.

Please, let me know if you have any other questions after reading my responses below.

Our questions and concerns are as follows:

1.) Does the proposed development include plans to extend the roads of Escalera and Chadwick to connect to the new subdivision? If so, who or what decides to connect a neighborhood like The Preserve that's outside of the city limits of Georgetown to the new neighborhood (Parkside on the River) that's within the city limits?

Response: I would like to begin by clarifying that the Parkside on the River project will develop as an unincorporated subdivision, meaning outside of the city limits. The City's subdivision regulations apply to land development in our extraterritorial jurisdiction (ETJ). As to the extension of and connections to Escalera and Chadwick, which I believe are the existing two dead end streets with road barriers installed at the ends, this development will extend these streets per the City of Georgetown's street connectivity requirements in the Unified Development Code (UDC). The attached Land Use Plan illustrates this requirement with arrows.

I understand your concern about connections but the new street connectivity will provide Escalera with more than one exit out of the neighborhood and provide emergency services with more than one way in and out of the neighborhood too.

2.) Will there be any sort of buffer area or preserved area between The Preserve and the new development? Specifically behind the homes and property along Bartley. If so, where is the buffer and how big is the area?

Response: There is not a requirement for a buffer between two residential neighborhoods. All development in the City's ETJ must identify and work around underground caves. New development is not permitted to be built on top of caves.

3.) What type of development will Parkside on the River be? For example, what size of lots will be offered, what price point of homes will be built, will there be an HOA, will it be a gated community, will it be under video surveillance?

Response: Parkside will contain a variety of lot sizes ranging from a minimum of 45 foot wide lots to up to one half acre. You will have to speak to the developer about price points. I have attached the residential development standards exhibit, which includes masonry requirements and lot sizes.

4.) What will the city or Parkside on the River do to assist with the increased traffic The Preserve will experience if the two neighborhoods are connected?

Response: The two street connections will be into new residential subdivisions, meaning the connections will be to a local residential street. Street connectivity allows residents to travel both ways, including residents from your neighborhood driving through the new subdivision to get to the new Parkside Parkway, which is shown on the attached Land Use Plan.

Sincerely,

Wayne Reed  
Assistant City Manager  
City of Georgetown  
O (512) 819-3118  
[wayne.reed@georgetown.org](mailto:wayne.reed@georgetown.org)

"We value Trust, Professionalism, Teamwork, Communication, and  
Work/Life Balance in order to provide outstanding service to our community"

**From:** Reyanne Hord [<mailto:rey724@aol.com>]  
**Sent:** Tuesday, September 10, 2019 10:37 PM  
**To:** Wayne Reed <[Wayne.Reed@georgetown.org](mailto:Wayne.Reed@georgetown.org)>

**Subject:** Re: [EXTERNAL] Questions and concerns for project case number 2019-2-MUD Parkside on the River impact on The Preserve subdivision

[EXTERNAL EMAIL]

Hi,

Yes, we knew the meeting has been rescheduled. Thank you for making sure we were aware.

We look forward to your email responding to our questions and concerns.

Sincerely,

The Suttons

Sent from my iPhone

On Sep 10, 2019, at 4:11 PM, Wayne Reed <[Wayne.Reed@georgetown.org](mailto:Wayne.Reed@georgetown.org)> wrote:

Reyanne,

Hello! I want to make sure you are aware that the Parkside on the River Development Agreement has been rescheduled [from tonight to September 24, 2019](#). The public meeting will begin [at 6PM](#).

I am working on a complete response to your questions and expect to send a response to you tonight.

Sincerely,

Wayne Reed  
Assistant City Manager Wayne Reed  
Assistant City Manager City of Georgetown  
O [\(512\) 819-3118](tel:5128193118)  
[wayne.reed@georgetown.org](mailto:wayne.reed@georgetown.org)

Sent from my iPhone

On Sep 5, 2019, at 8:57 AM, Reyanne Hord <[rey724@aol.com](mailto:rey724@aol.com)> wrote:

[EXTERNAL EMAIL]



Hi,

We are residents of Bartley Dr. in The Preserve subdivision writing to respectfully obtain more information and express our opinions on the proposed development of Parkside on the River subdivision.

Our questions and concerns are as follows:

1.) Does the proposed development include plans to extend the roads of Escalera and Chadwick to connect to the new subdivision? If so, who or what decides to connect a neighborhood like The Preserve that's outside of the city limits of Georgetown to the new neighborhood (Parkside on the River) that's within the city limits?

As residents of a neighborhood outside of city limits, we don't believe it's proper that the city would be able to decide something that would impact our neighborhood so negatively. From what we can tell from the map that was sent out to residents within 300 feet of the new development, Parkside on the River will connect to the exact same road that The Preserve and Escalera Ranch connect to which is 2243. In our opinion, we feel that connecting two separate neighborhoods (The Preserve and Parkside on the River) is unnecessary and bad for both neighborhoods. Please see items 3 and 4 below for specific reasons.

2.) Will there be any sort of buffer area or preserved area between The Preserve and the new development? Specifically behind the homes and property along Bartley. If so, where is the buffer and how big is the area?

We are aware of several caves in the area behind Bartley and can imagine this would and should impact development of certain pieces of land. Is the city aware of this and what is being done or proposed to be done to ensure safety? We'd hate to see the caves filled in and homes built on top of the ground that has caves below. We don't believe that would be safe. We'd like to see the areas with caves treated as a preserved area and restricted from development. The Preserve neighborhood has such an area that's located along the west side of Bartley.

3.) What type of development will Parkside on the River be? For example, what size of lots will be offered, what price point of homes will be built, will there be an HOA, will it be a gated community, will it be under video surveillance?

The Preserve has lots that are slightly over an acre. Homes are valued from about \$500,000 to \$900,000, there's an HOA and while it's not a gated community, there are cameras at the entrance and exit near 2243. Is the new development going to be comparable in lot size, home value, etc.? If not, it would certainly

be a disadvantage to The Preserve residents to connect the two separate neighborhoods. It would unfairly negatively impact our property value. Homes within a connected area need to be of the same caliber and value. Connecting the two separate neighborhoods would also impact current residents' safety. Historically in The Preserve, new construction has brought an increase in crime. Construction crews have cased homes and then broken in later. Vehicles have also been broken into. Pets have been stolen. If the neighborhoods are connected, chances of crime for us will increase. We are concerned especially about this as we are located in an area that's far for police to respond to. We imagine at least a 15 minute response time. For all residents and those especially with small children, elderly, etc. this is a huge concern.

4.) What will the city or Parkside on the River do to assist with the increased traffic The Preserve will experience if the two neighborhoods are connected?

There are no sidewalks in our neighborhood so pedestrians share the roads with vehicles. The Preserve neighborhood was and is not designed to carry the burden of additional traffic. There's a stop sign at the corner of Bartley/Chadwick and also one at the corner of Bartley/Escalera. Current motorists do not obey these stop signs so we don't have confidence the new and additional motorists will obey them. Again, this is a huge safety concern. We also have an issue already with speeding in the neighborhood. We are not confident the new and additional motorists will obey posted speed limits either. Our neighborhood is comprised primarily of families with children and pets. Unnecessary, additional traffic from a completely separate neighborhood as Parkside on the River isn't something that's compatible with a development like The Preserve.

Thank you for taking the time to read and respond to our questions and concerns about the future of our neighborhood. We look forward to learning about any information the city has in response.

Thank you,

Casey and Reyanne (Hord) Sutton

113 Bartley Dr

Georgetown, TX 78628

[Rey724@aol.com](mailto:Rey724@aol.com)

512-517-0257



**CITY OF GEORGETOWN  
NOTICE OF PUBLIC HEARING**

**Comments from Neighboring Property Owners**

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

**Project Name/Address:** Parkside on the River Subdivision, south of 29 and north of RM 2243/Leander Road between the Preserve Subdivision and the River Ridge Subdivision and south of RM 2243.

Project Case Number: 2019-2-MUD City Council Date: September 10, 2019 Case Manager: Wayne Reed

Name of Respondent: IRMA S. DIAZ  
(Please print name)

Signature of Respondent: Irma S. Diaz  
(Signature required for protest)

Address of Respondent: 1502 Hart St. Georgetown, Tex. 78626  
(Address required for protest)

I am in FAVOR: \_\_\_\_\_ I OBJECT: NOT, For Sale.

**Additional Comments:**

---

---

---

---

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to [planning@georgetown.org](mailto:planning@georgetown.org). Any such comments may be presented to the Commission.



**CITY OF GEORGETOWN  
NOTICE OF PUBLIC HEARING**

**Comments from Neighboring Property Owners**

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

**Project Name/Address:** Parkside on the River Subdivision, south of 29 and north of RM 2243/Leander Road between the Preserve Subdivision and the River Ridge Subdivision and south of RM 2243.

Project Case Number: 2019-2-MUD City Council Date: September 10, 2019 Case Manager: Wayne Reed

Name of Respondent: \_\_\_\_\_

Thomas & Sheri Thom

(Please print name)

Signature of Respondent: \_\_\_\_\_

Sheri Thom

(Signature required for protest)

Address of Respondent: \_\_\_\_\_

109 Bartley Dr

(Address required for protest)

I am in FAVOR: \_\_\_\_\_

I OBJECT: \_\_\_\_\_

✓

**Additional Comments:**

There is no benefit to join the neighborhood  
Escalera Ranch cannot handle the  
additional traffic! If we are forced to  
have a neighborhood adjacent - leave a  
natural buffer to allow for privacy and

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to [planning@georgetown.org](mailto:planning@georgetown.org). Any such comments may be presented to the Commission.

for natural beauty, which is why people  
buy and live here.



CITY OF GEORGETOWN  
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

**Project Name/Address:** Parkside on the River Subdivision, south of 29 and north of RM 2243/Leander Road between the Preserve Subdivision and the River Ridge Subdivision and south of RM 2243.

Project Case Number: 2019-2-MUD City Council Date: September 10, 2019 Case Manager: Wayne Reed

Name of Respondent: JWM-MO II PROPERTIES, LLC  
JAMES MCCOY, AGENT  
(Please print name)

Signature of Respondent: James McCoy  
(Signature required for protest)

Address of Respondent: \_\_\_\_\_  
(Address required for protest)

I am in FAVOR: X I OBJECT: \_\_\_\_\_

Additional Comments:

---

---

---

---

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to [planning@georgetown.org](mailto:planning@georgetown.org). Any such comments may be presented to the Commission.





## CITY OF GEORGETOWN NOTICE OF PUBLIC HEARING

### Comments from Neighboring Property Owners

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

**Project Name/Address:** Parkside on the River Subdivision, south of 29 and north of RM 2243/Leander Road between the Preserve Subdivision and the River Ridge Subdivision and south of RM 2243.

Project Case Number: 2019-2-MUD City Council Date: September 24, 2019 Case Manager: Wayne Reed

Name of Respondent: Casey and Penanne (Ford) Sutton  
(Please print name)

Signature of Respondent: [Signature] Penanne Sutton  
(Signature required for protest)

Address of Respondent: 113 Barkley Dr. Georgetown, TX 78628  
(Address required for protest)

I am in FAVOR: \_\_\_\_\_

I OBJECT: X

### Additional Comments:

We do not want Parkside on the River connecting to Chadwick Dr. and  
Escalera Dr. We do not want the additional traffic, increase in crime,  
negative impact on our property value, overall safety concerns. We have  
emailed about these items in detail to Wayne.Reed@georgetown.org and  
to planning@georgetown.org.

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to [planning@georgetown.org](mailto:planning@georgetown.org). Any such comments may be presented to the Commission.



CITY OF GEORGETOWN  
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

**Project Name/Address:** Parkside on the River Subdivision, south of 29 and north of RM 2243/Leander Road between the Preserve Subdivision and the River Ridge Subdivision and south of RM 2243.

Project Case Number: 2019-2-MUD City Council Date: September 24, 2019 Case Manager: Wayne Reed

Name of Respondent: Henry + Annette Jones  
(Please print name)

Signature of Respondent: \_\_\_\_\_  
(Signature required for protest)

Address of Respondent: 121 Chadwick Drive, Georgetown, TX 78628  
(Address required for protest)

I am in FAVOR: \_\_\_\_\_ I OBJECT: X

Additional Comments:

See attached

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to [planning@georgetown.org](mailto:planning@georgetown.org). Any such comments may be presented to the Commission.

---

**Project Case Number: 2019-2-MUD - Comments and Concerns**1 message

---

**Annette Jones** <adjones00@gmail.com>  
To: planning@georgetown.org, wayne.reed@georgetown.org  
Cc: Mervin Jones <mjones8@austincc.edu>  
Bcc: Annette Jones <adjones00@gmail.com>

Fri, Sep 20, 2019 at 3:10 PM

RM 2243 expansion directly and negatively affects my property and way of life. My husband and I saved for many years so that we could build our dream home. Because of the recent expansion of the roadway 2243 towards my home, the roadway will now be located approximately 100 meters from my back door. The widening of the road has caused the encroachment of traffic closer to my back door. It appears that the widening of the road towards the direction of my back yard and home, further affects my family's quiet enjoyment of our home and way of life. No consideration has been taken for the people who live in the existing homes along the north side of RM 2243. My family can no longer enjoy sitting in our back yard without having to yell at each other so that we can be heard above the traffic and construction noise. We cannot enjoy our patio and outdoor entertainment because of the increased noise. We cannot enjoy listening to television in our own home without hearing the construction and noise. My 10 year old daughter, who is home-schooled for medical reasons, can no longer sleep peacefully at night because of the noise and construction that constantly disrupts her at night. Our property has been irrevocably damaged and the property value has been and will continue to be detrimentally affected because of this construction and road expansion. Why has our way of life been ignored? Because of the wants of TX DOT and developers coming into the area to enrich themselves, why were current homeowners not considered? This is wrong. Will you compensate us for the loss of value to our home? How about the eminent domain that has taken place without compensation and our approval. It is all WRONG and we STRONGLY DISAGREE with Park side ~~on~~ Riverside Subdivision & related expansion of RM 2243.

Mervin and Annette Jones  
121 Chadwick Drive  
Georgetown, TX 78628

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS APPROVING A DEVELOPMENT AGREEMENT FOR PARKSIDE ON THE RIVER SUBDIVISION, PERTAINING TO A PROPOSED NEW SUBDIVISION IN WILLIAMSON COUNTY, TEXAS CONSISTING OF APPROXIMATELY 1,148 ACRES GENERALLY SITUATED SOUTH OF SH 29 AND THE WATER OAK SUBDIVISION AND NORTH OF RM 2243/LEANDER ROAD BETWEEN THE PRESERVE SUBDIVISION AND THE RIVER RIDGE SUBDIVISION, AND ALSO INCLUDING AN APPROXIMATELY 62 ACRE TRACT LOCATED SOUTH OF RM 2243; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City has received an application for a development agreement for Parkside on the River subdivision; and

WHEREAS, the Development Agreement for Parkside on the River attached as **Attachment 1** subdivision provides for the development of the property and construction of public infrastructure pursuant to the terms of the Development Agreement; and

WHEREAS, the City Council of the City of Georgetown finds that it has the authority approve the Development Agreement for Parkside on the River pursuant to Section 212.172 of the Texas Local Government Code; and

**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 Parkside on the River 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 for Parkside on the River attached here to as **Attachment 1** 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.

**Attachments:**

**Attachment 1** – Development Agreement for Parkside on the River, including the following Exhibits to the Development Agreement:

- Exhibit A Description of Remainder Property
- Exhibit B Description of 2243 South Tract
- Exhibit C Area Map
- Exhibit D Second Amended and Restated Consent Agreement (including exhibits)
- Exhibit E-1 Approved Form (for Water Transmission Line and Wastewater Interceptor Easements)
- Exhibit E-2 Approved Form (for Utility Easements)
- Exhibit E-3 Approved Form (for Access Easements)
- Exhibit E-4 Approved Form (for License Agreement)
- Exhibit F Land Use Plan
- Exhibit G-1 Multifamily Permitted Uses
- Exhibit G-2 Commercial, Civic and Temporary Permitted Uses
- Exhibit H-1 Open Space Plan
- Exhibit H 2 River Trail Specifications
- Exhibit I-1 Permitted Exceptions
- Exhibit I-2 Use Exceptions (Fire Station)
- Exhibit J-1 Roadway and Connectivity Plan
- Exhibit J-2 Residential Local 50' Roadway
- Exhibit J-3 Residential Local 60' Roadway
- Exhibit J-4 Parkway B – Without Median
- Exhibit J-5 Parkway B – With Median
- Exhibit J-6 Parkside Parkway
- Exhibit J-7 Phasing Plan
- Exhibit K-1 Entry Features
- Exhibit K-2 Marketing and Directional Signs
- Exhibit L Tree Preservation Standards
- Exhibit M-1 Residential Development Area Standards
- Exhibit M-2 Residential Architectural Standards
- Exhibit M-3 Commercial Development Area Standards
- Exhibit N Draw Procedure
- Exhibit O-1 Form of Traffic Fiscal Security
- Exhibit O-2 Form of Bridge Fiscal Security

**PASSED AND APPROVED ON FIRST READING ON THE \_\_\_\_\_ DAY OF  
SEPTEMBER 2019.**

**PASSED AND APPROVED ON SECOND READING ON THE \_\_\_\_ DAY OF OCTOBER  
2019.**

ATTEST:

THE CITY OF GEORGETOWN:

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

\_\_\_\_\_  
Dale Ross, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Charlie McNabb, City Attorney



STATE OF TEXAS	§	DEVELOPMENT AGREEMENT
	§	
COUNTY OF WILLIAMSON	§	PARKSIDE ON THE RIVER
	§	SUBDIVISION
CITY OF GEORGETOWN	§	

THIS DEVELOPMENT AGREEMENT is entered into by and between the City of Georgetown, Texas, a Texas home-rule municipality located in Williamson County, Texas ("City"), HM Parkside, LP, a Texas limited partnership ("Primary Owner") and HM CR 176-2243, LP, a Texas limited partnership affiliated with Primary Owner ("Affiliated LP").

# **ARTICLE I**

## **RECITALS**

1.01 The City and Laredo WO, Ltd., a Texas limited partnership ("Former Owner") previously entered into that certain "Amended and Restated Development Agreement Concerning the Water Oak Subdivision (f/k/a ABG Subdivision)," dated to be effective on March 14, 2012, recorded in the Official Public Records of Williamson County, Texas as Document No. 2012027884 (the "*Amended and Restated Development Agreement*"), which was amended by the "First Amendment to the Amended and Restated Development Agreement Concerning the Water Oak Subdivision," dated to be effective on November 11, 2015, recorded in the Official Public Records of Williamson County, Texas as Document No. 2016008515 (the "*First Amendment*") (collectively, the Amended and Restated Development Agreement and First Amendment are referred to herein as the "*Original Development Agreement*") pertaining to approximately 1,354.715 acres of land, more or less, in Williamson County, Texas, which is described more particularly in the Original Development Agreement (the "*Original Property*").

1.02 The City and Former Owner also entered into that certain "Amended and Restated Consent Agreement," dated to be effective on January 11, 2012, and recorded in the Official Public Records of Williamson County, Texas as Document No. 2012006198 ("*Original Consent Agreement*"), pertaining to the Original Property.

1.03 Before the date of this Agreement, a successor to Former Owner developed Water Oak North Section 1, Water Oak North Section 2, and Water Oak North Section 3 under the Original Development Agreement. A successor to Former Owner is currently is developing Water Oak North Section 4 under the Original Development Agreement,

and a successor to Former Owner plans to develop Water Oak North Section 6 under the Original Development Agreement.

1.04 On or about June 6, 2016, Former Owner filed a petition for relief under Chapter 11 of the United States Bankruptcy Code (*In Re: Laredo WO, Ltd, Debtor*, Case No. 16-51297-RBK), in the United States Bankruptcy Court for the Western District of Texas, San Antonio Division); subsequently HCB Laredo Texas, LLC, a Colorado limited liability company ("*HCB Laredo*"), foreclosed upon 3 tracts of land out of the Original Property as reflected in the May 1, 2018 Substitute Trustee's Deed recorded as Document No. 2018037421 in the Official Public Records of Williamson County, Texas, in the September 6, 2018 Substitute Trustee's Deed recorded under Document No. 2018080102, Official Records of Williamson County, Texas, and in the September 6, 2018 Substitute Trustee's Deed recorded under Document No. 2018080103, Official Records of Williamson County, Texas (collectively, the "*Foreclosure Deeds*").

1.05 Primary Owner acquired from HCB Laredo the portions of the Original Property described in the Foreclosure Deeds, being 1,143.511 acres of land plus Lot 2, Block G, Water Oak North Section 1, a subdivision in Williamson County, Texas (the "*North Fire Station Site*"), both tracts being part of the Original Property, by Special Warranty Deed dated December 31, 2018 recorded as Document No. 2018114043 in the Official Public Records of Williamson County, Texas. Separately, Primary Owner acquired from Former Owner 3.080 acres of land out of the Original Property by Special Warranty Deed dated December 28, 2018 recorded as Document No. 2018114044 in the Official Public Records of Williamson County, Texas (the "*LWO Deed*"), so Primary Owner currently owns 1,146.5911 acres out of the Original Property as described in the Foreclosure Deeds (which include the North Fire Station Site) and the LWO Deed (the land described in the Foreclosure Deeds (which include the North Fire Station Site) and LWO Deed is collectively referred to herein as the "*Remainder Property*"). The Remainder Property is more particularly described on **Exhibit A** attached.

1.06 Affiliated LP owns (a) approximately 40.746 acres of additional land located south of RM 2243 being the 40.80 acres acquired from RM 2243, Ltd., a Texas limited partnership by Special Warranty Deed with Vendor's Lien dated February 13, 2018 recorded as Document No. 2018012540 in the Official Public Records of Williamson County, Texas, save and except 0.054 acres conveyed to Williamson County by Deed recorded under Document No. 2019019964 of the Official Public Records of Williamson County, Texas (the "*40 Acres*"), and (b) approximately 49.556 acres of additional land located south of RM 2243 acquired from MMA Ranch Limited Partnership, a Texas limited partnership by Special Warranty Deed with Vendor's Lien dated March 16, 2018 recorded as Document No. 2018023178 in the Official Public Records of Williamson County, Texas (the "*49 Acres*"). The 40 Acres plus approximately 21.305 acres of the 49

---

Acres (which 21.305 acres is referred to as the "*In ETJ Tract*") are located within the extraterritorial jurisdiction of the City. The remainder of the 49 Acres, being approximately 28.251 acres, is located within the extraterritorial jurisdiction of the City of Leander (the "*Leander ETJ Tract*"). The 40 Acres and the In ETJ Tract are referred to collectively herein as the "*2243 South Tract*." The 2243 South Tract and the Remainder Property are referred to herein collectively as the "*Property*". The Leander ETJ Tract is not included within the definition of "*Property*" in this Agreement but, subject to approval of the City of Leander, will receive service under the Water and Wastewater Utility Service Agreement described in **Section 1.07**. The 2243 South Tract, consisting of 62.048 acres, more or less, is described on **Exhibit B** attached. The Property is shown on the area map attached as **Exhibit C**.

1.07 The City, Primary Owner and Affiliated LP now desire to (a) amend the Original Development Agreement by separate agreement to remove the Remainder Property, (b) enter into this Agreement pertaining only to the Property, (c) by separate agreement, amend the Original Consent Agreement to address the development of the Property by Owner and amend certain financial terms; and (d) subject to approval by the City of Leander, enter into a new, separate Water and Wastewater Utility Service Agreement, in form acceptable to Affiliated LP and the City, pertaining to the provision of retail water and wastewater service by the City either directly or through Williamson County Municipal Utility District No. 25 (the "*District*") to the Leander ETJ Tract.

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City, Primary Owner and Affiliated LP hereby agree as follows:

## **ARTICLE II**

### **DEFINITIONS**

2.01 In addition to the terms defined in Article I, capitalized words used in this Agreement shall have the meanings set forth below:

"*1445 Agreement*" means the Interlocal Agreement between the City and Williamson County addressing responsibility for subdivision regulation.

"*2243 South Tract*" means the land described on **Exhibit B**.

"*Access Easement*" means a temporary or permanent easement in favor of the City in the Approved Form, located within the boundaries of the Property or the Leander ETJ Tract, providing access to the Water Transmission Line, a Utility Improvement or a Lift Station Site until such time as a public road providing access to same is Complete.

---

*“Additional Districts”* means up to 2 municipal utility districts, in addition to the District, that may be created on the Property pursuant to the Amended Consent Agreement.

*“Agreement”* means this *“Development Agreement for Parkside on the River”* between the City, Primary Owner, and Affiliated LP, together with all Exhibits listed below and attached to this Agreement, which Exhibits are incorporated into this Agreement by this reference, as this Agreement and such Exhibits may be amended from time to time.

*“Amended Consent Agreement”* means the Second Amended and Restated Consent Agreement in the form attached as **Exhibit D**.

*“Approved Form”* means (a) as to the Water Transmission Line Easement and Wastewater Interceptor Easement, the form of easement attached hereto as **Exhibit E-1**; (b) as to a Utility Easement, the form of easement attached hereto as **Exhibit E-2**, (c) as to an Access Easement, the form of easement attached hereto as **Exhibit E-3**; and (c) as to any proposed encroachments on, under, or across the Water Transmission Line Easement, Wastewater Interceptor Easement, or, if applicable, a Utility Easement, the form of License Agreement attached hereto as **Exhibit E-4**. Approved Forms may be modified as noted on the attached Exhibits or with City Attorney approval.

*“Authorized Assignee”* means, as to the Remainder Property, HM Parkside Development, Inc., a Texas corporation, and, as to the 2243 South Tract, HM CR 176-2243 Development, Inc., a Texas corporation, together with any other entity controlled by, controlling, or under common control with Primary Owner or Affiliated LP.

*“Blanket Easement”* means that certain *“Access Easement”* dated October 20, 2017 from Former Owner to the City recorded as Document No. 2017098161 in the Official Public Records of Williamson County, Texas.

*“Bridge”* means a portion of Parkside Parkway to be constructed by Primary Owner consisting of a 4-lane bridge with a 6’ pedestrian sidewalk adjacent to a lane of traffic that bisects the Parkland and spans the River in the approximate location shown on the Land Use Plan.

*“Bridge Commencement Deadline”* means the date that falls 7 years after the Effective Date.

*“Bridge Completion Deadline”* means the date that falls 15 months after the Bridge Commencement Deadline.

*“Bridge Cost Estimate”* has the meaning set out in **Section 3.07(a)**.

*“Bridge Draw Date”* has the meaning set out in **Section 3.07(e)**.

*“Bridge Fiscal Security”* has the meaning set out in **Section 3.07(h)**.

*“Bridge Funds”* means the sum, at the particular point in time, of the Master Development Fees held by the City plus the Bridge Payments held by the City, less amounts drawn by Primary Owner under **Section 3.07(f)**.

*“Bridge Payment”* means the amount of money, if any, actually received by the City as a “Bridge Payment” pursuant to Section 5.04 of the Zamin Consent Agreement.

*“City Council”* means the governing body of the City.

*“City Permit”* means City licenses, certificates, approvals, registrations, consents, permits, or other forms of authorization required by a City ordinance, regulation or rule in order to develop, construct and operate the Project, including but not limited to plats, construction plans, site development plans, and building permits.

*“Commercial Development Areas”* means the areas of the Property designated as such on the Land Use Plan that may be Developed by Owner for any use listed on **Exhibit G-2**. The aggregate size of all Commercial Development Areas shall not exceed 150 acres or be less than 50 acres.

*“Commercial Lots”* means Lots located within a Commercial Development Area and *“Commercial Lot”* means any such Lot, excluding Lots conveyed to an HOA, the District or an Additional District.

*“Completion”* or *“Complete”* means or is deemed to have occurred on the date all of the following events have occurred:

- construction of the improvement is substantially complete such that, as applicable, all pipes, lines, appurtenances, facilities, structures, and equipment are capable of being fully operational following acceptance of the improvement for use by the HOA or Governmental Authority accepting same; and

- as to engineered improvements, the design engineer has certified in writing to the applicable Governmental Authority that the improvement is substantially complete; and
- all testing and inspections by the Governmental Authority accepting the applicable improvement have been successfully conducted, all final approvals required for use, operation and maintenance from such Governmental Authority have been obtained, and the Governmental Authority has accepted the improvement for use, operation and maintenance; and
- the improvement can be used for its intended purposes and only punch list items that do not adversely affect the capability of the improvement to operate and function safely in the ordinary course of business remain to be completed, and those items are reasonably expected to be completed within the next 30 days or (for items such as revegetation) fiscal is posted with the applicable Governmental Authority for such remaining items.

*“Connecting Trail”* means the 10’ wide, concrete hike and bike trail connecting the River Trail to the River Trail Parking Lot built by Owner at no cost to the City in the general location shown on the Open Space Plan adjusted as necessary due to topographical constraints. FSORAG will be followed for the Connecting Trail construction.

*“Cost Cap”* means **\$3,850,000.00**.

*“Dedication Documentation”* means and includes all of the following, as applicable:

As to a Utility Easement or Access Easement, a draft easement instrument in the Approved Form; the legal description (metes and bounds or platted lot) and map or sketch of the proposed easement area prepared by a licensed surveyor registered to practice in the State of Texas; an ownership and lien affidavit covering the proposed easement area, and if applicable, a License to Encroach; and

As to the Water Transmission Line Easement, the Wastewater Interceptor Easement or a temporary easement for a Lift Station Site, a draft easement instrument in the Approved Form; the legal description (metes and bounds or platted lot) and map or sketch of the proposed easement area prepared by a licensed surveyor registered to practice in the State of Texas; if



applicable, a License to Encroach; and a title commitment showing the encumbrances of record affecting the proposed easement area.

*“Develop,” “Developed,” or “Development”* means the initiation of any activity governed by the UDC related to land or property modification whether for imminent or future construction activities including, but not limited to, division of a parcel of land into two or more parcels; alteration of the surface or subsurface of the land including grading, filling, or excavating; clearing or removal of natural vegetation and/or trees in preparation of construction activities; installation of public infrastructure including utilities, roadways and drainage facilities, the Utility Improvements, the Water Transmission Line, and the Bridge; and construction of impervious surfaces, but excludes Vertical Development. Exclusions from this definition include repairs to existing utilities; minimal clearing of vegetation for surveying and testing; and bona fide agricultural activities.

*“Development Areas”* means, collectively, the following: Residential Development Areas, Commercial Development Areas, the School Tract, and the Fire Station Tract.

*“District”* has the meaning set out in **Section 1.07**; *“Districts”* means the District and the Additional Districts, collectively.

*“Drainage Facilities”* means any water quality, drainage, or stormwater retention or detention facilities located on or serving the Property.

*“Draw Procedure”* means the procedure set forth on **Exhibit N**.

*“Draw Request”* has the meaning set out in **Exhibit N**.

*“Dwelling Units”* means a building or portion thereof that includes sleeping, cooking, eating, and sanitation facilities, designed and used for residential occupancy by a single household, but does not include overnight accommodations (e.g., hotel rooms).

*“East Tract”* means the area of the Property designated as such on the Land Use Plan consisting of approximately 272 acres of land.

*“East Tract Warrant Study Trigger”* means the issuance of building permits on the East Tract for either (a) 200 Dwelling Units or (b) a combination of building permits for Dwelling Units and building permits for commercial uses which in the aggregate generate the same traffic as the traffic generated by 200 Dwelling Units.

*“Effective Date”* means the latest date accompanying the signatures of the duly authorized representatives of the City, Primary Owner and Affiliated LP on this Agreement.

*“ESD”* means Emergency Services District #8 of Williamson County.

*“End Buyer”* means an owner, tenant or occupant of a Lot, regardless of the proposed use of such Lot.

*“Existing Phase 1”* means the Phase I Environmental Site Assessment for the Remainder Property prepared by aci Group, LLC, dated March 2017.

*“Fire Station Tract”* means a 2.5-acre tract, more or less, located on RM 2243, in the general location shown on the Land Use Plan.

*“Force Majeure Event”* has the meaning set out in **Section 11.09**.

*“FSORAG”* means the U.S. Forest Service Outdoor Recreation Accessibility Guidelines.

*“GISD”* means the Georgetown Independent School District.

*“GISD Election Date”* means the date that falls 180 days after Primary Owner notifies GISD that (a) the 200<sup>th</sup> building permit has been issued by the City for a single family residence within the portion of the Property that lies within GISD’s designated school service area, and (b) Primary Owner has Completed the road fronting the main entrance of the School Tract for the entire length of the School Tract, and water and wastewater improvements and conduit for electric service have been installed by Primary Owner to a boundary of the School Tract.

*“Governing Regulations”* means, collectively, but subject to (a) **Section 3.03(b)** (pertaining to Vertical Development), and (b) exemptions pursuant to Texas Local Government Code §245.004, the following:

- this Agreement, as amended from time to time;
- the 1445 Agreement, as amended from time to time as to procedural matters, but not as to which of the other Governing Regulations apply to the Development of the Project;

- the 2012 International Fire Code;
- Texas Local Government Code Section 212.172, as amended from time to time; and
- the UDC (as modified by the terms of this Agreement).

*“Governmental Authorities” or “Governmental Authority”* means the City, Williamson County, TCEQ, TxDOT, U.S. Environmental Protection Agency, U.S. Army Corps of Engineers, or other agencies of the State of Texas or the United States of America, to the extent such entities have jurisdiction over the Project or the applicable improvements.

*“HOA”* means a homeowners or property owners association formed and operating under the laws of the State of Texas where membership is appurtenant to ownership of Lots.

*“HOA Park”* means one of 2 private parks, each at least 3 acres in size, and each with an amenity center and recreational improvements built thereon by Primary Owner at no cost to the City. One HOA Park will be located on the West Tract and the other HOA Park will be located on the East Tract. Each HOA Park ultimately will be owned, operated and maintained by an HOA. *“HOA Parks”* means both HOA Parks.

*“Impact Fees”* means, collectively, the Wastewater Impact Fee and the Water Impact Fee.

*“Intersection”* means either the RM/2243 Parkside Parkway Intersection or the RM 2243/Parkway B Intersection, and *“Intersections”* means both such intersections.

*“Land Use Plan”* means the land use plan attached hereto as **Exhibit F**.

*“Lender”* means any person or entity loaning funds to an Owner for the acquisition, development and/or refinancing of any of the Property, for financing any payments to be made by an Owner hereunder, or for the construction of Parkways, the Bridge or any On-Site Facilities or Drainage Facilities who takes a collateral interest in this Agreement as contemplated by **Section 11.11(h)**.

*“License to Encroach”* means a license in a location approved by the City and in the Approved Form allowing crossings of the Water Transmission Line Easement, Wastewater Interceptor Easement or a Utility Easement.

*“Lift Station Site”* means a tract of land in the Property of a size, and at a location, mutually acceptable to Owner and the City on which Owner has built a wastewater lift station.

*“Lot”* means a legal lot included in a final subdivision plat approved by the applicable Governmental Authorities and *“Lots”* means more than 1 Lot.

*“Major Modifications”* means all changes to the Land Use Plan that are not Minor Modifications; Major Modifications must be approved by the City Council.

*“Master Development Fee”* has the meaning ascribed to it in the Amended Consent Agreement.

*“Minor Modifications”* means the following modifications to the Land Use Plan, which may be approved administratively by the City’s Director of Planning:

- (i) changes to road, utility and trail alignments which do not (a) eliminate a Roadway connection to an adjacent property (such connections are shown on the Land Use Plan) or (b) materially and adversely affect traffic patterns; as regards the alignments of Parkside Parkway and the Water Transmission Line only, however, a change must be necessary to protect natural features, address unusual site conditions, or compensate for some practical difficulty or some unusual and unforeseen aspect or characteristic of the Property;
- (ii) that do not increase the overall density of Development of the Property, the number of wastewater SUE’s above 4,600 or the number of water SUE’s above 4,600;
- (iii) changing the land use shown on the Land Use Plan within a Residential Development Area from RDA/MF (multifamily) to RDA/SF (single-family);
- (iv) prior to the GISD Election Date, but only if accompanied by a letter from an authorized representative of GISD or a resolution from GISD’s Board of Trustees indicating GISD’s approval of the requested change, any of the following: (1) changing use of the School Tract to RDA/SF (single-family), (2) moving the School Tract from the East Tract to the West Tract, or (3) moving the School Tract to a materially different location within the East Tract;
- (v) Changing the use of the School Tract to RDA/SF (single family) if GISD does not close on the purchase of the School Tract by the GISD Election Date;
- (vi) changing the aggregate Commercial Development Area size and location shown on the Land Use Plan, as long as the requested modification does

- not reduce the minimum aggregate size of the Commercial Development Area below 50 acres or increase the maximum aggregate size of the Commercial Development Area above 150 acres;
- (vii) changing the phasing of the Parkways and ancillary improvements set out in the Roadway Exhibit (but not any final date of Completion required by this Agreement); and
  - (viii) changing the location of an HOA Park within the East Tract or within the West Tract (so long as one HOA Park is located in the East Tract and one HOA Park is located in the West Tract).

*"Multifamily Development Standards"* means the standards set out on **Exhibit M-1** attached hereto.

*"Multifamily Lots"* means Residential Lots being Developed under the Multifamily Development Standards.

*"Non-Performing Party"* has the meaning set out in **Section 11.09**.

*"North Fire Station Site"* means Lot 2, Block G, Final Plat of Water Oak North Section 1, a subdivision in Williamson County, Texas.

*"Notice to Proceed"* means written notice from Owner to a construction contractor with whom it has executed a contract for work required by this Agreement instructing the contractor to begin such work by a specified date.

*"Off-site Capacity Payment"* means the payment by the Primary Owner to the City required by **Section 6.01** of this Agreement in the amount that is the lesser of (a) \$3,500,000.00, or (b) the actual cost of building the Water Transmission Line from the point of its Completion as of the Effective Date (which is north of the Property) to the point of its connection with the existing City water line in RM 2243.

*"Off-Site Facilities"* means new or expanded water treatment and transmission improvements, such as elevated storage tanks, ground storage tanks, and pump stations, required for the City to provide retail water service to the Property in accordance with this Agreement. The term does not include the Water Transmission Line.

*"On-Site Facilities"* except as otherwise provided below, means all water and wastewater facilities and their associated appurtenances (including, without limitation, water distribution lines, wastewater collection lines, force mains, lift stations and

---

manholes) located within the boundaries of the Property and necessary for the City to serve the Property, to the point of service entry on a Lot. The term does not include the Water Transmission Line. The term includes the Wastewater Interceptor but the Approved Form for the Wastewater Interceptor Easement is as set out in **Exhibit E-1** and the Dedication Documentation for the Wastewater Interceptor Easement is as set out above in the definition of Dedication Documentation.

*“Open Space”* means all Parkland, the River Trail Parking Lot, HOA Parks (including the portions of the HOA Parks used for amenity centers), and land designated as “OS” or “Open Space,” on the Open Space Plan and the Land Use Plan. The aggregate Open Space must contain at least 300 acres located on the Remainder Property.

*“Open Space Plan”* means the plan shown on **Exhibit H-1**.

*“Owner”* means Primary Owner as to the Remainder Tract, Affiliated LP as to the 2243 South Tract, and their respective permitted assigns under this Agreement, but does not include a Lender unless the Lender forecloses and elects to become a party to this Agreement as permitted by **Section 11.11(h)** and does not include an End Buyer.

*“Parkland”* means approximately 75 acres (such acreage estimate excludes the estimated area to be included in Parkside Parkway and Bridge ROW described below) of the Property designated “Parkland” on the Land Use Plan. The Parkland is located on both sides of the River and extends across the entire east-west width of the Property, but *excludes* areas to be dedicated as ROW for Parkside Parkway and the Bridge.

*“Parkside Parkway”* means the Parkway to be built by Owner in accordance with the specifications set out under “Parkway Type I” on the Roadway Exhibit (a) from the RM 2243/Parkside Parkway Intersection to the Bridge, and (b) from the Bridge to the northernmost boundary of the Remainder Property, in the approximate locations shown on the Land Use Plan; the segment of Parkside Parkway from the Bridge to the northernmost boundary of the Remainder Property may be referred to herein as *“Parkside Parkway North”*.

*“Parkway B”* means the Parkway to be built by Owner in accordance with the specifications set out under “Parkway Type II” on the Roadway Exhibit from the RM 2243/Parkway B Intersection to its intersection with Parkside Parkway.

*“Parkway Trails”* means collectively, and *“Parkway Trail”* means individually (a) a 10’ wide trail to be built on one side of Parkside Parkway and (b) a 6’ wide trail to be built

---



on one side of Parkway B. The Parkway Trails will be ADA accessible and may switch from one side of a Parkway to the other in locations approved by the City's Transportation Engineer or his designee; where topographic constraints indicate, FSORAG will apply.

*"Parkways"* means, collectively, Parkside Parkway and Parkway B; *"Parkway"* means either Parkside Parkway or Parkway B.

*"Parties"* means the City and Owner.

*"Performing Party"* has the meaning set out in **Section 11.09**.

*"Permitted Exceptions"* means (i) easements, restrictions and other encumbrances listed on **Exhibit I-1** to this Agreement, (ii) all Utility Easements, (iii) all covenants, conditions and restrictions established by an Owner for the applicable portions of the Property (but only if such covenants, conditions and restrictions do not prevent the use of the applicable land for the purpose for which the land (or an easement therein) is conveyed), and (iv) all matters reflected on a subdivision plat approved by the Governmental Authorities with jurisdiction.

*"Project"* means the Development by Owner of the Property as contemplated by this Agreement.

*"Property"* means, collectively, the Remainder Property and the 2243 South Tract.

*"RM 2243/Parkside Parkway Intersection"* means the proposed intersection of RM 2243 and Parkside Parkway, located generally as shown on the Land Use Plan.

*"RM 2243/Parkway B Intersection"* means the proposed intersection of RM 2243 and Parkway B, located generally as shown on the Land Use Plan.

*"Remainder Property"* means the land described on **Exhibit A**.

*"Residential Development Areas"* means the areas of the Property designated as such on the Land Use Plan, including areas designated "RDA/SF" (single family) and "RDA/MF" (Multifamily).

*“Residential Local 50’ ROW”* means roads built by Owner within the Property to the specifications labeled “Residential Local 50’” on the Roadway Exhibit. Residential Local 50’ ROW roads will have a 50’ ROW.

*“Residential Local 60’ ROW”* means roads built by Owner within the Property to the specifications labeled “Residential Local 60’” on the Roadway Exhibit. Residential Local 60’ ROW roads will have a 60’ ROW.

*“Residential Lot”* means a Lot located within a Residential Development Area, and *“Residential Lots”* means multiple Lots located within Residential Development Areas, excluding Lots conveyed to an HOA, to the District or to an Additional District.

*“River”* means the South Fork of the South San Gabriel River as it exists on the Property.

*“River Trail”* means the 10’ wide concrete hike and bike trail and associated ancillary appurtenances meeting the specifications set forth in **Exhibit H-2**, including low water crossings, to be built by Owner at no cost to the City within the Parkland. The River Trail will extend from the eastern boundary of the Property to the western boundary of the Property in the general location shown on the Open Space Plan, adjusted as necessary due to topographical constraints. FSORAG will be followed for River Trail construction.

*“River Trail Parking Lot”* means a public parking lot with at least 20 parking spaces, including 2 spaces that are handicap accessible, to be built by Owner at no cost to the City. The River Trail Parking Lot will have direct access from a public road and will connect to the River Trail via the Connecting Trail.

*“Roadway, Utility and Drainage Easement”* means that certain “Roadway, Utility and Drainage Easement Agreement” dated to be effective on October 20, 2017 between the City and ABG Water Oak Partners, Ltd. and recorded in the Official Records of Williamson County, Texas as Document No. 2017098159.

*“Roadway Exhibit”* means, collectively, **Exhibits J-1** through **J-7**, which contain the phasing plans for Parkside Parkway and specifications for each Roadway Type within the Property.

*“Roadway Types”* means the Parkways, Residential Local 60’ ROW roads and Residential Local 50’ ROW roads.

*“ROW”* means right of way.

*“School Tract”* means the area of the Property designated as such on the Land Use Plan consisting of approximately 16 acres.

*“Sign Standards”* means the plan and standards set out on **Exhibits K-1 and K-2**.

*“SSGI”* means the existing wastewater gravity collection main of various diameters beginning at the Wolf Ranch Lift Station west of IH-35 and extending generally alongside the River to a point beyond the western boundary of the Property.

*“SUE”* has the same meaning as the term “Service Unit” in Chapter 13.32 of the City’s Code of Ordinances in effect on June 1, 2011.

*“TCEQ”* means the Texas Commission on Environmental Quality or its successor agency.

*“TxDOT”* means the Texas Department of Transportation or its successor agency, acting through its appointed local agents.

*“Trail”* means any of the River Trail, Connecting Trail or Parkway Trails.

*“Tree Preservation Standards”* means the standards set out on **Exhibit L**.

*“UDC”* means the City’s Unified Development Code dated and in effect on June 1, 2011, excluding those provisions relating to zoning.

*“Use Restrictions”* means those restrictions on the Fire Station Tract described in **Exhibit I-2**.

*“Utility Easements”* except as otherwise provided below means, collectively and without limitation, utility easements in favor of the City in the Approved Form, or in favor of the District or an Additional District, located within the boundaries of the Property and the Leander ETJ Tract (or located outside such boundaries but serving the Property or the Leander ETJ Tract), necessary for installing, placing, constructing, operating, using, maintaining, repairing, modifying, upgrading, rebuilding, replacing, monitoring, inspecting, connecting with, removing, relocating, decommissioning and/or accessing a Utility Improvement, and its related appurtenances. The term does not

---

include the Water Transmission Line Easement, Wastewater Interceptor Easement or any easement for Drainage Facilities. The Utility Easement adjacent to Parkside Parkway will be located across Parkside Parkway from the Water Transmission Line Easement (on the opposite side).

*“Utility Improvements”* except as otherwise provided below means, collectively and without limitation, the On-Site Facilities and other utility facilities, improvements and related appurtenances built by Owner and subsequently conveyed to the City, the District, an Additional District or Williamson County for ownership, operation and maintenance, which are necessary or required for the City to provide retail water, and wastewater services to the Property and to the Leander ETJ Tract; *“Utility Improvement”* means any such improvement. The term does not include the Water Transmission Line.

*“Vertical Development”* means the construction, installation or remodeling of enclosed building structures for which the City typically requires building permits.

*“Warrant Study”* means a study consistent with TxDOT regulations to determine whether traffic conditions at a specified Intersection meet any federal, state or local minimum standards or “warrants” for placement of traffic signalization improvements.

*“Wastewater Impact Fee”* means \$2,683.00 per SUE.

*“Wastewater Interceptor”* means the proposed Barton Tributary Wastewater line, proposed as an approximately 11,000 linear foot wastewater line of variable widths described in the Civil Construction Plans for the District dated May 24, 2019 on file with the City as of the Effective Date, as amended from time to time.

*“Wastewater Interceptor Easement”* means, collectively, one or more easements in favor of the City in Approved Form for the Wastewater Interceptor.

*“Water Impact Fee”* means \$3,324.00 per SUE.

*“Water Line Cost Estimate”* has the meaning set out in **Section 5.03(d)**.

*“Water Transmission Line”* means the 24” diameter water line connecting the existing City-owned water line located in or along existing Water Oak Parkway (currently terminating at a point north of the River) to the existing City-owned water line located in or along RM 2243 (south of the Remainder Property) to be constructed by

Owner within the Water Transmission Line Easement and the Roadway, Utility and Drainage Easement.

*“Water Transmission Line Commencement Deadline”* means the first anniversary of the Effective Date of this Agreement.

*“Water Transmission Line Completion Deadline”* means the first anniversary of the date on which construction of the Water Transmission Line actually commences.

*“Water Transmission Line Easement”* means, collectively, one or more easements in favor of the City in the Approved Form and in the general locations shown on **Exhibit J-6** (generally paralleling Parkside Parkway), being at least 20’ in width. Not more than 10’ of the total width will be within the actual or anticipated ROW of Parkside Parkway (which may include ROW located off the Property) and the remainder of such easement will be immediately adjacent to such ROW (crossing Parkside Parkway if needed to accommodate topographic and other constraints as the City-approved design may allow), extending from the easement granted by the Roadway, Utility and Drainage Easement adjacent to the north boundary of the Remainder Property and thence to the existing City-owned water line located in or along RM 2243 (south of the Remainder Property). Portions of the Water Transmission Line Easement will be located off-Property on land owned as of the Effective Date by Georgetown Properties II, LP. The Water Transmission Line Easement shall not allow the installation of any other public utilities but the surface of the easement area that does not overlap with Parkside Parkway may be used for landscaping (groundcover, shrubbery and ornamental trees but not larger trees), irrigation lines, pedestrian trails and sidewalks, and shallow drainage ditches. Other utilities may cross the Water Transmission Line pursuant to Licenses to Encroach in Approved Form.

*“West Tract”* means the area of the Property designated as such on the Land Use Plan.

*“West Tract Warrant Study Trigger”* means the issuance of building permits on the West Tract for either (a) 200 Dwelling Units or (b) a combination of building permits for Dwelling Units and building permits for commercial uses which in the aggregate generate the same traffic as the traffic generated by 200 Dwelling Units.

*“Williamson County”* means Williamson County, Texas, or its duly authorized representative(s) having final approval authority over the activities or actions described herein requiring approval or other authorization from Williamson County.

*“Zamin Consent Agreement”* means the “Consent Agreement by and between the City, Zamin, L.P., and Williamson County Municipal Utility District No. 30,” recorded in the Official Records of Williamson County as Document No. 2015001494, as said agreement was amended by the “First Amendment to Consent Agreement by and between the City, Zamin, L.P., and Williamson County Municipal Utility District No. 30,” recorded in the Official Records of Williamson County as Document No. 2018070636.

### **ARTICLE III**

#### **LAND USE**

3.01 **Land Use Plan.** The City hereby approves the Land Use Plan in the form attached hereto as **Exhibit F**. Owner shall Develop the Project on the Property in conformance with the Land Use Plan and the Governing Regulations.

3.02 **Amendments to Land Use Plan.** Because the Property comprises a significant area and its Development will occur in phases over multiple years, modifications to the approved Land Use Plan may become desirable due to changes in market conditions or other factors. An Owner may request amendments to the Land Use Plan as to the portion of the Property owned by such Owner. Minor Modifications may be approved administratively by the City’s Director of Planning and will not require an amendment to this Agreement. Major 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 Land Use Plan or otherwise modifies the terms of this Agreement to reflect the Major Modification, each such amendment will be recorded in the Official Records of Williamson County by the City at the expense of the Owner requesting the Major Modification. All references in this Agreement to the Land Use Plan mean the then most current approved Land Use Plan.

3.03 **Compliance with the Governing Regulations.**

(a) Development. Except where stated to the contrary in this Agreement, the Property shall be Developed in compliance with the Governing Regulations despite the Property not being in the City’s corporate limits. In the event of any inconsistency between the terms of this Agreement and the other Governing Regulations, the terms of this Agreement shall prevail. Owner acknowledges that in addition to the Governing Regulations, the Project is subject to the jurisdiction of other Governmental Authorities and will have to comply with applicable laws, rules and regulations of such Governmental Authorities, including laws, rules and



regulations of Governmental Authorities which have been delegated to the City for enforcement or administration.

(b) Vertical Development. The Parties agree that although the Property is not within the City's corporate limits, Vertical Development on the Property requires the constructing, installing or remodeling party obtain building permits (residential or commercial, as applicable), the issuance of which building permits will be governed by the following provisions of the City Code of Ordinances to the extent applicable to Vertical Development: Sections 2.28110, 2.28120 and 2.28130; Chapter 8.04 (Fire Prevention Code), Title 15 (Buildings and Construction), and Title 13 (Public Utilities and Services), as such provisions may be amended from time to time.

3.04 **Impervious Cover Limitation**. Due to the amount of Open Space to be contained within the Project, the impervious cover limitations for the Project are adjusted from the limitations set out in the UDC. The impervious cover limits for single-family Residential Lots shall be as provided on **Exhibit M-1**. The impervious cover limits for Multifamily Lots and Commercial Lots are as provided on **Exhibit M-1** and **Exhibit M-3**.

#### 3.05 **Civic Uses**.

(a) School Tract. Primary Owner will reserve the School Tract until the GISD Election Date for potential use as a public elementary school by GISD. Primary Owner is not required to accept less than fair market value from GISD for the School Tract, and GISD may elect to not purchase the School Tract. Primary Owner may use, or authorize an HOA to use, the School Tract for recreational purposes before the date, if any, on which GISD acquires the School Tract. Until the GISD Election Date, Primary Owner will not encumber the School Tract so as to prevent or materially impair, the purchase or use of the School Tract by GISD for a public elementary school. Primary Owner agrees, any provisions in the Governing Regulations to the contrary notwithstanding, that a conveyance of the School Tract to GISD shall be subject to the following terms and conditions:

- (1) The School Tract shall not be conveyed by metes and bounds but shall be conveyed only after a final plat including the School Tract has been approved by the City and recorded in the Official Records of Williamson County;
- (2) Prior to or concurrently with the recordation of the final plat containing the School Tract in the Official Public Records of Williamson County, all new easements shown on the plat must be conveyed to the City, District, Additional District or Williamson County, as applicable, either by

dedication on the plat or by separate instrument, and all transportation, traffic, drainage, stormwater, water and wastewater improvements for which fiscal security typically would be required by the City or Williamson County must either be Complete or fiscal security posted therefor;

- (3) The final plat that includes the School Tract must include a plat note stating that Development of the School Tract is subject to the Non-Residential standards of Chapter 8 of the UDC; and
- (4) Primary Owner will pay or cause GISD to pay, Impact Fees associated with the School Tract in the amounts stated in this Agreement.

Conditions (1) – (4) above shall also apply to any other portion of the Property acquired by GISD for public school purposes.

(b) Fire Station Tract. As of the Effective Date, the Property is within the jurisdictional boundaries of ESD and the City provides certain fire services to ESD by contract. Primary Owner has provided the City, and the City has accepted, the Existing Phase 1, which includes the Fire Station Tract. At the City's sole election and request, Primary Owner will convey a fee simple interest in the Fire Station Tract to the City or to ESD (as the City may direct in its sole discretion) within one (1) year after the Effective Date; provided the City advises Primary Owner which entity will acquire the Fire Station Tract within 30 days after Primary Owner's request. The City has no obligation to acquire the Fire Station Tract, but if the City does not accept conveyance of the Fire Station Tract (to either the City or ESD) within such 1-year period, Primary Owner's obligation to convey the Fire Station Tract as described in this **Section 3.05(b)** will terminate and Primary Owner may Develop the Fire Station Site as a Commercial Development Area under this Agreement. If the City timely requests conveyance of the Fire Station Tract, Primary Owner will convey the Fire Station Tract by special warranty deed, subject only to the standard, pre-printed exceptions that are part of the promulgated form of Texas title insurance policies, the Permitted Exceptions applicable to the Fire Station Tract, the Use Restrictions and such other exceptions as may be acceptable to the City Attorney, in the City Attorney's reasonable discretion. The City may not require any restriction on the use of the Fire Station Tract be placed on any final plat. The Fire Station Tract will be subject to the same restrictions as to architectural control and maintenance as apply to the Commercial Development Areas but the owner of the Fire Station Tract will not be subject to assessment by an HOA so long as the Fire Station Tract is being used for any of the uses permitted by the Use Restrictions. Development on the Fire Station Tract

will comply with the Non-Residential standards of Chapter 8 of the UDC. Primary Owner will provide a policy of title insurance to the City or ESD reflecting a value of \$110,000.00, subject only to the standard pre-printed exceptions that are part of the promulgated form of Texas title insurance policies, the Permitted Exceptions applicable to the Fire Station Tract, the Use Restrictions and such other exceptions as may be acceptable to the City Attorney, in the City Attorney's reasonable discretion. The recording costs, preparation of conveyance documents, and cost of the title policy required by this **Section 3.05(b)** shall be at no cost to the City, such costs being the responsibility of Primary Owner. If, after the Effective Date, the City ceases to have a contractual relationship with ESD, the City will ensure ESD (if not the owner of the Fire Station Site) continues to have the right to use the Fire Station Site (whether through conveyance of the Fire Station Site to ESD or a lease of the Fire Station Site to ESD or other contractual arrangement, as the City and ESD may elect).

(c) North Fire Station Site. The City has determined that it does not require the North Fire Station Site for use as a fire station, and agrees to execute such reasonable documentation as Primary Owner may request to confirm of record the City's waiver of the plat note limiting use of the North Fire Station Site to fire station uses, and to take such other reasonable action, approved by the City Attorney in the City Attorney's reasonable discretion, as Primary Owner may request to remove the restriction on use of the North Fire Station Site. Primary Owner understands and agrees that such a waiver by the City will not operate to waive any right other parties may have to enforce the plat note. The City also will take such action as Primary Owner may request to release the blanket water easements originally granted to Chisholm Trail Special Utility District that encumber the North Fire Station Site. The North Fire Station Site will be a Commercial Development Area for all purposes of this Agreement.

**3.06 Roadways.** Primary Owner shall construct, or cause to be constructed, the Roadways in the Project in compliance with the Governing Regulations, including the Roadway Exhibit. All Roadway ROW will be dedicated to Williamson County and the Roadways (including related drainage improvements) will be inspected by the Governmental Authority(ies) responsible for performing such inspections under the 1445 Agreement.

(a) Parkside Parkway. Primary Owner will dedicate to Williamson County the ROW for Parkside Parkway from the termination of the road easement area described in the Roadway, Utility and Drainage Easement to RM 2243, generally in the location indicated on the Land Use Plan, with a width of 135 feet where indicated on the Roadway Exhibit and of 67.5 feet where indicated on the

Roadway Exhibit, and will design and build, or cause to be designed and built, Parkside Parkway and its adjacent Parkway Trail within such dedicated ROW from the northernmost boundary of the Property to RM 2243, at no cost to the City and in accordance with the Governing Regulations and the Roadway Exhibit. Primary Owner will reserve from the ROW dedication an easement for the Parkway Trail. Primary Owner will build Parkside Parkway and the adjacent Parkway Trail in phases as set out on the Roadway Exhibit but in all events (subject to Force Majeure Events) will Complete at least 2 lanes of Parkside Parkway from RM 2243 to the Bridge by the Bridge Completion Deadline. Within 180 days after Completion of the Parkway Trail (or phase thereof) in the Parkside Parkway ROW, Primary Owner shall transfer the Parkway Trail and easement to the District, an Additional District or an HOA for ownership, operation and maintenance.

(b) Parkway B. Primary Owner will dedicate to Williamson County the ROW for Parkway B with a width of 100' where it crosses the Commercial Development Areas and a width of 70' where it crosses Residential Development Areas, as shown on the Roadway Exhibit, and will design and build, or cause to be designed and built, Parkway B and its adjacent Parkway Trail within such dedicated ROW at no cost to the City and in accordance with the Governing Regulations and the Roadway Exhibit. Primary Owner will reserve from the ROW dedication an easement for the Parkway Trail. Primary Owner will build Parkway B and the adjacent Parkway Trail in phases as set out on the Roadway Exhibit. Within 180 days after Completion of the Parkway Trail (or phase thereof) in the Parkway B ROW, Primary Owner shall transfer the Parkway Trail and easement to the District, an Additional District or an HOA for ownership, operation and maintenance.

(c) The Intersections. Primary Owner shall design and build, or cause to be designed and built, at no cost to the City, traffic signalization, intersection and roadway improvements at the RM 2243/Parkside Parkway Intersection and the RM 2243/Parkway B Intersection as and when required by TxDOT, will deliver to TxDOT any security (bond or advance funding agreement) required by TxDOT, and will dedicate to TxDOT any ROW required by TxDOT, as follows.

- (1) With respect to the RM 2243/Parkside Parkway Intersection, after the West Tract Warrant Study Trigger occurs, promptly after the City's request, Primary Owner will, at no cost to the City, perform a Warrant Study of the RM 2243/Parkside Parkway Intersection.
- (2) With respect to the RM 2243/Parkway B Intersection, after the East Tract Warrant Study Trigger occurs, promptly after the City's request,

Primary Owner will, at no cost to the City, perform a Warrant Study of the RM 2243/Parkway B Intersection.

- (3) If a Warrant Study obtained under **Section 3.06(c)(1)** or **(2)** indicates traffic signal improvements are not then required for an Intersection, the City may request Primary Owner to update that Warrant Study from time to time, but not more frequently than once every 365 days, until such time, if any, as a Warrant Study of that Intersection indicates traffic signalization improvements are warranted.
- (4) If a Warrant Study obtained under **Section 3.06(c)(1)** or **(2)** indicates traffic signalization improvements are “warranted” at an Intersection, within 60 days after the date of such Warrant Study Primary Owner shall provide to the City an engineer’s cost estimate approved by TxDOT of those traffic signalization improvements TxDOT requires Primary Owner to provide for the applicable Intersection, along with fiscal security for the City in the form set out in **Exhibit O-1** issued by an issuer with at least the City’s minimum acceptable rating established under the City’s financial institution rating system in effect and otherwise reasonably acceptable to the City with a payment amount equal to the amount that is 110% of the amount set out in such cost estimate.
- (5) If a Warrant Study obtained under **Section 3.06(c)(1)** or **(2)** indicates traffic signalization improvements are warranted at an Intersection but the required traffic signalization improvements are not constructed within 1 year after the date of the fiscal security held by the City, on the City’s request, Primary Owner will obtain and submit to the City an updated engineer’s cost estimate of the traffic signalization improvements TxDOT requires Primary Owner to provide, and an updated fiscal security instrument in favor of the City in the form set out in **Exhibit O-1** issued by an issuer with at least the City’s minimum acceptable rating established under the City’s financial institution rating system in effect and otherwise reasonably acceptable to the City with a payment amount equal to the amount that is 110% of the amount set out in such updated cost estimate. This process shall continue annually until the required traffic signalization improvements are Completed at the applicable Intersection.

- (6) As between Primary Owner and the City, Primary Owner is responsible for paying the cost of and building the traffic signalization improvements at each Intersection.
- (7) As an alternative to delivering fiscal to the City as required under **Section 3.06(c)(4) or (5)** after receipt of a Warrant Study that indicates construction of traffic signalization improvements at an Intersection is “warranted,” Primary Owner may deliver to the City: (a) an engineer’s cost estimate approved by TxDOT for the traffic signalization improvements TxDOT requires Primary Owner to provide; and (b) documentation that (y) TxDOT and the Primary Owner have entered into a contract pursuant to which Primary Owner will design and construct the applicable traffic signalization improvements; and (z) Primary Owner has deposited with TxDOT all funds (if any) required under that contract. If Primary Owner delivers the items described in the prior sentence to the City after Primary Owner has posted fiscal with the City under **Section 3.06(c)(5)**, the City will return the fiscal security to Primary Owner.
- (8) At any time when a Warrant Study shows traffic signalization improvements at an Intersection are warranted but Primary Owner has not either completed same or delivered to the City the documentation required by **Section 3.06(c)(7)**, the City may give Primary Owner notice that if such improvements are not completed within 90 days after the date of such notice, the City intends to use and/or draw on the fiscal security held by the City under **Section 3.06(c)(5)** and use such sums to design and build the applicable traffic signalization improvements. Upon the City’s completion of the applicable traffic signalization improvements the City will return any unused sums to Primary Owner.
- (d) Design. Parkside Parkway will be designed for a maximum speed limit of 40 miles per hour, Parkway B will be designed for a maximum speed limit of 30 miles per hour, and each Residential Local 60’ ROW roadway and Residential Local 50’ ROW roadway will be designed for a maximum speed limit of 25 miles per hour. Driveway spacing for Residential Local 60’ ROW streets will be governed similar to Residential Local 50’ ROW streets based on design and posted speed limits.
- (e) Traffic Impact Analysis. In consideration of Primary Owner’s construction and design obligations under this **Section 3.06**, the City waives any requirement that any Owner perform a traffic impact analysis for any Development on the



Property; provided, however, that in conjunction with a request for a Major Modification to this Agreement that the City determines may materially and adversely affect traffic patterns or increase density, at the City's request, Owner will prepare and submit a traffic impact analysis to the City that complies with the UDC.

(f) Road Name. Parkside Parkway (from northern boundary of the Remainder Property to the RM 2243/Parkside Parkway intersection) will be named "Parkside Parkway" for all purposes. The road currently named "Water Oak Parkway" will continue to be named Water Oak Parkway to the point of connection with Parkside Parkway, at which point the name of such road will change to Parkside Parkway. Williamson County, at its election and expense, may rename Water Oak Parkway north of the River to Parkside Parkway but for purposes of this Agreement, all references to Parkside Parkway mean only Parkside Parkway from the northern boundary of the Remainder Property south to the RM 2243/Parkside Parkway Intersection.

### **3.07 Bridge.**

(a) Primary Owner will dedicate to Williamson County ROW for the Bridge and for Parkside Parkway North, and ensure such ROW aligns with the road easement area described in the Roadway, Utility and Drainage Easement or with Water Oak Parkway if then constructed to the northern boundary line of the Property, in the width of 135' so the City or Williamson County may connect to, or cause connection to, Parkside Parkway from Water Oak Parkway. In addition, Primary Owner shall design, bid, and build, or cause to be designed, bid and built, the Bridge in accordance with the Governing Regulations. Subject to Force Majeure Events, Primary Owner will begin construction of the Bridge by the Bridge Commencement Deadline and will Complete both the Bridge and at least 2 lanes of Parkside Parkway North by the Bridge Completion Deadline. Before Primary Owner submits plans for the Bridge to the applicable Governmental Authorities for approval, Primary Owner will obtain an environmental site assessment for the Bridge and will provide a copy of such site assessment to the City concurrently with Primary Owner's submission of such plans to the Governmental Authorities. The City agrees to review the plans for the Bridge or submitted modifications to same and the site assessment for the Bridge, and either approve them or provide written comments specifically identifying any required changes or comments within 30 days after receipt. The City will not unreasonably withhold or delay approval of the plans for the Bridge or the Bridge site assessment. The City will not charge any fees in connection with the submission, review or approval of the plans for the Bridge or the Bridge site assessment except that the City may pass

through to Primary Owner costs incurred by the City for review by a third-party structural engineer, environmental consultant and other necessary third-party costs. When requested by the City, but not later than the date on which the Governmental Authorities approve the plans for the Bridge, Primary Owner will obtain an engineer's cost estimate for the construction of the Bridge (the "*Bridge Cost Estimate*") and provide a copy of the Bridge Cost Estimate to the City.

(b) Standards for Bridge Plans. The Bridge plans shall be prepared in conformance with the guidelines set forth in the following TxDOT manuals (using the most current versions at the time of design), including without limitation, environmental protection requirements such as erosion controls and site restoration:

- i. TxDOT Bridge Project Development Manual;
- ii. TxDOT LRFD Bridge Design Manual;
- iii. TxDOT Geotechnical Manual;
- iv. TxDOT Bridge Railing Manual;
- v. TxDOT Standard Specification for Construction and Maintenance of Highways, Streets and Bridges; and
- vi. TxDOT Bridge Detailing Manual; and
- vii. Other policies and procedures specified by TxDOT and the City.

(c) Bidding. Primary Owner shall competitively bid the construction of the Bridge based on the approved Bridge plans in accordance with the bidding requirements applicable to the District, applicable Additional District, or as otherwise required by Texas state law.

(d) Construction Contract, Change Orders, and Inspections. Primary Owner shall enter into a contract for the construction of the Bridge conforming with the terms and conditions of this Agreement, and will provide the City with a copy of such construction contract. Primary Owner shall provide the Bridge Fiscal Security to the City in accordance with **Section 3.07(h)** before issuing the Notice to Proceed under such contract, and will provide the City with a copy of the Notice to Proceed issued by Primary Owner to the contractor for the Bridge within 30 days after issuance of same. If the City so requests, the City, Primary Owner, and Primary Owner's construction contractor shall attend a pre-construction meeting

---

prior to commencement of construction of the Bridge. Construction of the Bridge will be deemed to begin on the date specified in the Notice to Proceed. Primary Owner will deliver to the City copies of all change orders. The City shall have the right at any time to inspect the construction of the Bridge but the City will not charge any inspection fees for inspecting the Bridge. The provisions in the UDC pertaining to construction of public infrastructure shall apply to Bridge construction, including but not limited to the requirements for performance bonds, payment bonds, maintenance bonds, transfer of warranties, release of all liens, and all other requirements pertaining to construction of public infrastructure.

(e) Funding. Primary Owner shall pay all costs associated with designing and building the Bridge until the cost remaining to Complete the Bridge (based on the contract sum set out in the construction contract, as amended by any change orders) equals or is less than the Bridge Funds (the "*Bridge Draw Date*"). Primary Owner shall make timely payment for all aspects of properly performed engineering, design, and construction work and for all materials and services related to the Bridge in conformance with the applicable contracts for such work.

(f) Draws from Bridge Funds. After the Bridge Draw Date, Primary Owner may draw from the Bridge Funds amounts required to pay the actual hard and soft costs incurred in building the Bridge pursuant to the Draw Procedure in **Exhibit N**. The only funds from which Primary Owner may draw to pay such costs are the Bridge Funds. If any Bridge Funds remain after Completion of the Bridge, the City will pay such Bridge Funds to Primary Owner (but Primary Owner will never be reimbursed from the Bridge Funds more than the actual cost of the Bridge paid by Primary Owner before Primary Owner began drawing from the Bridge Funds). If the Bridge Funds are insufficient to pay all costs to Complete the Bridge, Primary Owner will pay the deficiency.

(g) Bridge Payment. As of the Effective Date, the City does not intend to, and will not without first providing to Primary Owner, notice of, and the opportunity to comment on, any proposal to reduce or delay the Bridge Payment, amend the Zamin Consent Agreement so as to decrease the amount of the Bridge Payment, to extend the date by which the Bridge Payment is due, or to otherwise prejudice the City's receipt of the Bridge Payment in the amount(s) and on the date(s) currently due. If a Bridge Payment is not made when due, the City either will diligently pursue collection, or, if the City does not wish to diligently pursue collection the City will so notify Primary Owner, and if Primary Owner requests the City will assign to Primary Owner the City's rights under the Zamin Consent

Agreement as to the Bridge Payment so Primary Owner may seek to enforce such obligation directly.

(h) Bridge Fiscal Security. Primary Owner will post fiscal security (the “*Bridge Fiscal Security*”) with the City in an amount equal to (i) 110% of the cost of building the Bridge as set out in the Bridge Cost Estimate (but excluding any contingency in the Bridge Cost Estimate) *less* (ii) the amount of the Bridge Funds, within 30 days after the applicable Governmental Authorities approve the plans for the Bridge and before issuance of a Notice to Proceed. The Bridge Fiscal Security will be in the form of an irrevocable letter of credit in favor of the City, will be issued by an issuer with at least the City’s minimum acceptable rating established under the City’s financial institution rating system then in effect and otherwise will be reasonably acceptable to the City. Primary Owner will maintain the Bridge Fiscal Security until Completion of the Bridge; *provided* the Bridge Fiscal Security may be reduced from time to time as Primary Owner makes payments to the contractor building the Bridge so long as the sum of the remaining Bridge Fiscal Security plus the Bridge Funds is at least equal to the contract sum (as modified by any City-approved change orders) remaining to be paid under the construction contract. The Bridge Fiscal Security shall be substantially in the form attached hereto as **Exhibit O-2**. The remaining Bridge Fiscal Security, if any, shall be released and returned to Primary Owner promptly after Completion of the Bridge.

(i) Default. If Primary Owner is in breach of its obligations under this **Section 3.07** (subject to Force Majeure Events and expiration of the notice and cure requirements of **Section 11.16**), *in addition* to the City’s rights under **Section 11.17**, (i) Primary Owner shall have no right to draw from the Bridge Funds until the earlier of the date the Bridge is Complete or the date the default is cured; and (ii) after notice to Primary Owner and any Lender, the City may draw on the Bridge Fiscal Security and/or the Bridge Funds in one or more drafts and use such proceeds from the Bridge Fiscal Security and/or the Bridge Funds for the sole purpose of paying for some or all of the design and construction of the Bridge. If the City chooses to use such funds for the Bridge, the City shall only be obligated to complete as much of that work as the Bridge Fiscal Security and/or Bridge Funds allow. The City may perform such design and/or construction work itself or engage a third party to complete such design and construction. If the City elects to use the proceeds from the Bridge Fiscal Security and/or the Bridge Funds to complete the Bridge, then, to the extent not previously conveyed, Primary Owner shall transfer to the City, at no cost to the City, the applicable Utility Easements and/or ROW, and Primary Owner’s interest in all plans, designs, specifications, bid documents, and other rights and documents necessary for the design and

construction of the Bridge in forms acceptable to the City, within 5 business days after the date that the City requests same.

**3.08 Trails; River Trail Parking Lot.**

(a) Requirement to Construct and Install. Primary Owner will Complete the River Trail, the Connecting Trail and the River Trail Parking Lot on or before the Bridge Completion Deadline. The River Trail must meet the specifications set forth in **Exhibit H-2**. Primary Owner will install within the Parkland and in the River Trail Parking Lot waste or trash receptacles meeting City specifications in locations determined by the City's Director of Parks and Recreation, or her designee. The Connecting Trail will be ADA accessible (as modified by FSORAG).

(b) Trail Network. The Project will include trails within the Open Space in addition to the River Trail and Connecting Trail. The River Trail and other trails within the Open Space are exempt from the requirements of Section 12.02 of the UDC. The trail network will provide access to the Parkland from the neighborhoods in the Residential Development Areas adjacent to the Parkland.

(c) Maintenance. Within 60 days after Completion of the River Trail, the Connecting Trail, and the River Trail Parking Lot, Primary Owner (i) will transfer ownership of the River Trail and Connecting Trail improvements to the City or the City's designee for maintenance, and (ii) will transfer ownership of the River Trail Parking Lot to an HOA and such HOA thereafter will maintain the River Trail Parking Lot. Primary Owner shall maintain the River Trail, the Connecting Trail and the River Trail Parking Lot until transferred to the City or an HOA, as applicable. All transfers of improvements under this **Section 3.08(c)** will include transfers of warranties, bonds, and guarantees associated with the transferred improvements, and the form of transfer or assignment and assumption agreement shall be subject to approval by the City, which shall not be unreasonably withheld.

(d) Joint Use Agreement. The City, HOA and Primary Owner will enter into a joint use agreement granting the City nonexclusive rights to use the River Trail Parking Lot in support of the Parkland, River Trail and Connecting Trail in common with Owner and the End Buyers within the Project.

## ARTICLE IV

### DEVELOPMENT STANDARDS

4.01 Residential Development Area. Development of the Residential Development Areas shall be in conformance with the UDC as if the Project was located within the City limits, except as modified by the following provisions:

- (a) Use. Residential Development Areas may be used for any of the uses provided in the UDC for Residential Estate District, Residential Single-Family Limited District, Residential Single-Family District, Two-Family, and Townhouse District, each as defined in the UDC, but no golf courses are permitted. Multifamily Residential Development Areas may be used for any of the uses shown on **Exhibit G-1** attached. References to use categories defined in the zoning provisions of the UDC are for convenience and do not imply that the Property is subject to zoning regulations.
- (b) Dimensional Standards. The dimensional and architectural standards applicable to single-family Development in the Residential Development Areas are set forth in **Exhibits M-1** and **M-2** attached.
- (c) Community Signs. Community signs shall be built generally in conformance with, and generally in locations described or shown in, the Sign Standards in **Exhibits L-1** and **L-2**.
- (d) Multifamily Development Standards. The Multifamily Development Standards in **Exhibit M-1** apply to multifamily Development in the Residential Development Areas.
- (e) Tree Preservation Standards. The Tree Preservation Standards in **Exhibit L** applicable to Residential Development Areas apply.
- (f) Number of Dwelling Units. The maximum number of Dwelling Units on the Property shall not exceed the following limitations:

- (1) Single family - 2,500 Dwelling Units in the Residential Development Areas; for clarification, this includes any Dwelling Units placed on the School Tract if the School Tract is not used for school purposes as described in this Agreement.
- (2) Multifamily - As set out in the Multifamily Development Standards.

4.02 Commercial Development Areas. Development of Commercial Development Areas shall meet all of the Non-Residential standards of Chapter 8 of the



UDC as if the Project was in the City limits, except as modified by the following provisions:

- (a) Use. The Commercial Development Areas may be used for any of the uses shown on **Exhibit G-2** attached. References to use categories defined in the zoning provisions of the UDC are for convenience and do not imply that the Property is subject to zoning regulations.
- (b) Building Materials. A building materials palette for each Commercial Development Area shall be submitted with the site plan for each Commercial Development Area. The palette shall include a coordinated set of materials for all buildings located within each Commercial Development Area.
- (c) Master Sign Plan. A Master Sign Plan (which shall include a materials and color palette) for each Commercial Development Area shall be submitted with the site plan for each Commercial Development Area. The materials and color palette shall compliment the building materials palette referenced in **Section 4.02(b)**.
- (d) Maximum and Minimum Acres in Commercial Development Areas. The cumulative total number of acres allowable in all Commercial Development Areas combined shall not exceed 150 acres or be less than 50 acres.
- (e) Tree Preservation Standards. The Tree Preservation Standards in **Exhibit L** will apply.
- (f) Dimensional Standards. The dimensional standards applicable to the Commercial Development Areas shall be those set forth in **Exhibit M-3** attached hereto.
- (g) Water Quality. All water quality ponds shall be regional water quality ponds, unless otherwise approved by the City's Development Engineer, such consent not to be unreasonably withheld, conditioned or delayed, will be placed in locations approved by the City's Development Engineer, and will be designed according to current TCEQ Standards for a Permanent Best Management Practice. Commercial Development Areas adjacent to RM 2243 shall provide water quality with one or more of the following methods: extended detention (wet basins or ponds), wet basin, grassy swales, vegetative filter strips, aqualogic cartridge systems, constructed wetlands, bioretention, sand filter sedimentation/filtration pond, or other means approved by TCEQ. If water quality is provided through a sand filter sedimentation/filtration pond, it shall be screened by a berm, a planting screen, a wall, trees, or a combination of any of the foregoing in an effort to minimize visual impacts from surrounding properties and rights-of-way. All water quality facilities shall be designed as an integral part of the landscape,

including, where feasible, a slope no greater than 3:1, no concrete except at the outlet and/or inlet, and no requirement for or installation of barrier fencing. Sedimentation/filtration facilities are prohibited in the buffer zones. All water quality facilities shall be designed to have minimal amount of land disturbance (based on commercially reasonable standards) as a part of its construction. Whenever such a situation does require barrier fencing, such fencing shall be wrought iron or other decorative fencing and shall be buffered from the street view by planting shrubs and vines that will, at maturity, screen at least 60% of the view of the fence. Whenever a situation requires a vertical retaining wall or slopes steeper than 3:1, the wall shall consist of a stone facade consistent with the material used in the development it is serving.

4.03 Detention. Primary Owner has delivered a drainage study for the Remainder Property prepared by a registered professional engineer, which has been approved by the City's engineer. Detention shall be provided in conformance with the UDC, except the City will allow fully developed flows from the portions of the Remainder Property that drain to the Barton Tributary or directly to the River to be discharged from water quality ponds via easements to be granted (or acquired) by Owner at no cost to the City into the Barton Tributary or River and no detention will be required. Stormwater runoff from the Remainder Property must produce no significant impact to the adjacent downtown stream properties.

4.04 Parkland. Primary Owner will dedicate the Parkland to the City or to a nonprofit entity directed by the City no later than 60 days after the later of (i) written request of the City and (ii) Completion of the Bridge, for use as solely as public parkland. The conveyance will not occur until Primary Owner has dedicated the ROW through the Parkland for the Bridge and Parkside Parkway (including Parkside Parkway North). The Parkland will be subject to blanket easements for utilities, access and drainage retained by Primary Owner for the benefit of the Project and to the Permitted Exceptions applicable to the Parkland. The transfer of the Parkland will be by special warranty deed restricting the Parkland to public park use and reserving to Primary Owner the above-described blanket easements, free of all liens and encumbrances except Permitted Exceptions applicable to the Parkland and such reserved easements, and accompanied by a title commitment having only those standard pre-printed exceptions that are part of the promulgated form of Texas title insurance policies, the Permitted Exceptions applicable to the Parkland, the restrictions and reservations in such deed, and such other exceptions as are acceptable to the City Attorney, in the City Attorney's reasonable discretion. Primary Owner will pay the cost of a title insurance policy consistent with such a title commitment reflecting a value for the Parkland of \$300,000, as well as the

costs of recording and preparation of conveyance documents. No Parkland shall be included in the District or any Additional District.

4.05 HOA Parks. Primary Owner will dedicate the HOA Parks to the HOA. Before conveyance to the HOA, Primary Owner will build within each HOA Park an amenity center, as well as additional improvements costing no less than \$250,000.00 consisting of any one or more of benches, picnic tables, cooking grills, playscapes, active areas for unorganized play and practice, pavilions, trails, trail access, landscape enhancements or restrooms. Primary Owner will complete the improvements for, and dedicate, the HOA Park in the West Tract before the date on which the 800<sup>th</sup> building permit for a building on a Residential Lot within the West Tract is issued by the City, and will complete the improvements for, and dedicate, the HOA Park on the East Tract before the date on which the 400<sup>th</sup> building permit for a building on a Residential Lot within the East Tract is issued by the City.

## **ARTICLE V**

### **ON-SITE FACILITIES; WATER TRANSMISSION LINE; DRAINAGE FACILITIES**

5.01 Construction of On-Site Facilities. Owner shall design and build all On-Site Facilities necessary to serve the Property within Utility Easements or ROW in accordance with applicable Governing Regulations. The City may use the On-Site Facilities as a part of the City's overall water and wastewater systems but the City agrees such service will not be provided in a manner that impairs the City's ability to serve the Property in conformance with the terms and conditions of this Agreement.

5.02 Ownership, Operation and Maintenance of On-Site and Drainage Facilities.

(a) On-Site Facilities. Within 90 days of Completion of any On-Site Facilities in a District's service area, Owner will convey such On-Site Facilities to the City for ownership, operation and maintenance.

(b) Drainage Facilities

(1) Within 90 days of Completion of any Drainage Facilities in a Residential Development Area designated as RDA/SF (single-family) on the Land Use Plan, Owner will convey such Drainage Facilities to the District or Additional District within whose boundaries the Drainage Facilities are located for ownership, operation and maintenance.

(2) Within 90 days of Completion of any shared Drainage Facilities in a Residential Development Area designated as RDA/MF (multi-family) on the Land Use Plan or in a Commercial Development Area, Owner

will convey such Drainage Facilities to either a HOA, End Buyer or party assuming in writing responsibility for their ownership, operation and maintenance. Any Drainage Facilities within a Residential Development Area designated as RDA/MF on the Land Use Plan or in a Commercial Development Area that serve only one Lot will be maintained by the owner of such Lot.

(c) Reservations of Capacity and Rights of Reimbursement. The conveyances of the On-Site Facilities referenced in **Section 5.02(a)**, conveyances of applicable Drainage Facilities described in **Section 5.02(b)**, shall be subject to (i) the reservation of a capacity interest in such On-Site Facilities or Drainage Facilities for service to the Districts in conformance with the terms of this Agreement, and (ii) Owner's right to reimbursement from the Districts for the cost of such On-Site Facilities or Drainage Facilities, in consideration of the Districts' capacity interest, and in accordance with TCEQ rules.

(d) No City Responsibility. The City shall have no responsibility for maintaining any Drainage Facilities on the Property or otherwise associated with the Project.

#### 5.03 Water Transmission Line.

(a) Water Transmission Line Easement.

(1) Use of Existing Easement. The City agrees no Water Transmission Line Easement is required within the easement area of the Roadway, Utility and Drainage Easement.

(2) Location Off-Property. As of the Effective Date, the Water Transmission Line Easement has not been surveyed, but the Parties acknowledge that a portion of the Water Transmission Line may be located off-Property if necessary to avoid placement of the Water Transmission Line Easement in a Roadway ROW that is inconsistent with the Roadway Exhibit.

(3) Dedication of Easement. Primary Owner will donate and convey to the City the Water Transmission Line Easement in Approved Form. At the City's request, Primary Owner will provide a policy of title insurance for the Water Transmission Line Easement for a value calculated by multiplying the number of square feet within the Water Transmission Line Easement by \$1.00. The cost of such policy of title insurance and other costs of preparing Dedication Documentation will be included in the costs for which the City will reimburse Primary Owner as provided in **Section 5.03(f)** below but the value of the Water Transmission Line

Easement will not be reimbursed to Primary Owner except as provided in **Section 5.03(a)(4)**.

(4) Off-Property Easement. Primary Owner or the District will obtain from any third parties and convey to the City any off-Property easements required for the Water Transmission Line in the Approved Form for the Water Transmission Line Easement. The City agrees costs of obtaining such off-Property easements, and of all Dedication Documentation for same, will be included in the costs which the City will reimburse Primary Owner as provided in **Section 5.03(f)** below.

(b) Design and Construction. Primary Owner will design, bid, and build, or cause the design, bidding, and construction of, the Water Transmission Line in accordance with the Governing Regulations. Subject to (i) Force Majeure Events and (ii) receipt of bids that do not require City Council or City Manager approval under **Section 5.03(e)(1)** to this Agreement, Primary Owner will begin construction of the Water Transmission Line by the Water Transmission Line Commencement Deadline. Subject to Force Majeure Events and the absence of change orders that require City Council approval under **Section 5.03(e)(2)**, Primary Owner will Complete the Water Transmission Line by the Water Transmission Line Completion Date. The City agrees that Primary Owner may use the easement rights granted to the City in the Roadway, Utility and Drainage Easement for construction of the Water Transmission Line.

(c) Plan Review. The City agrees to review the plans for the Water Transmission Line and any submitted modifications to same and either approve them or provide written comments specifically identifying any required changes within 30 days after receipt. The City will not unreasonably withhold or delay approval of the plans for the Water Transmission Line. The City will not charge any fees in connection with the submission, review or approval of the plans for the Water Transmission Line or for any inspections of the Water Transmission Line. Primary Owner shall provide the City with written documentation of the hard and soft costs for the Water Transmission Line plans.

(d) Cost Estimate. When requested by the City, but no later than the date the City approves the plans for the Water Transmission Line, Primary Owner will obtain an updated engineer's cost estimate for the construction of the Water Transmission Line (the "*Water Line Cost Estimate*") and will provide a copy of the Water Line Cost Estimate to the City.

(e) Bidding.

- (1) Primary Owner shall competitively bid the construction of the Water Transmission Line based on the approved Water Transmission Line plans in accordance with the bidding requirements applicable to the City; provided, (i) without obtaining approval of the City Council Primary Owner will not accept a bid for an amount which, when added to the soft costs previously expended for the Water Transmission Line, would exceed the Cost Cap, or (ii) without obtaining approval of the City Manager, Primary Owner will not accept a bid for an amount which, when added to the soft costs previously expended for the Water Transmission Line, would exceed \$3,500,000.00. Prior to awarding the contract, the Primary Owner will provide the City, for information only, documentation of the cost of acquiring any off-Property portion of the Water Transmission Line Easement, copies of the bids, draft construction contract for the Water Transmission Line, and a copy of the draft Notice to Proceed to be issued for such contract.
- (2) After award of the contract, Primary Owner will submit to the City copies of all proposed Change Orders and notices of expenditures of contingency funds, together with written explanations of the need for the Change Order or contingency fund use. City staff shall use reasonable diligence to review and consider such Change Orders and notices of expenditures of contingency funds, and when City Council approval of a Change Order is required by Tex. Local Gov. Code Sec. 252.048, the City staff will use reasonable diligence to arrange for the City Council to review and consider such Change Order. Further, any Change Order that would result in the aggregate costs for the Water Transmission Line exceeding the Cost Cap must be approved by City Council. If the City's approval of a Change Order is required, and if Primary Owner allows work not authorized by a Change Directive to commence on such Change Order without receiving the City's prior written approval, any costs incurred for that work on that Change Order that are not subsequently approved by the City are not eligible for reimbursement. Primary Owner may but is not required to request approval from the City for Change Directives which will be subsequently included in a Change Order. A request for approval of a Change Directive shall be directed to the City's System Engineer or designee and a response shall be provided within 1 business day



of receipt. For purposes of this Section, the following definitions apply:

- A. “Change Order” shall mean a written document signed between the contractor and the Primary Owner authorizing an addition, deletion, or revision in the contract or an adjustment of contract price or contract time; and
- B. “Change Directive” shall mean a minor change to the contractor’s work that requires a quick response and if it will involve an adjustment of the contract price or contract time will be included in a subsequent Change Order.

- (3) Primary Owner has no obligation to pay any amounts not reimbursable by the City and no obligation to Complete the Water Transmission Line if the City does not make available adequate funds to Complete same. The City has no obligation to advance funds to Complete the Water Transmission Line over and above the amounts approved by the City Council (either directly or through authority granted to the City Manager). If the costs to Complete the Water Transmission Line ultimately exceed the amounts approved by City Council (either directly or through authority granted to the City Manager) and the City Council does not make sufficient funds available to Complete the Water Transmission Line, City staff will work with Primary Owner to present an amendment to this Agreement to City Council to address the water transmission improvements required to Develop only the Project.

(f) Reimbursement. Subject to the limitations, terms and conditions of this Agreement, the City will reimburse Primary Owner for the cost of designing, and building the Water Transmission Line as follows: (i) for designing and processing the plans for the Water Transmission Line for approval by the City (including any costs paid for off-Property easements before plan approval), within 30 days after the later of (a) the City’s approval of the plans for the Water Transmission Line (which plans will include all Dedication Documentation for the Water Transmission Line Easement), and (b) Primary Owner’s submission of an invoice for such costs accompanied by documentation supporting same in form and substance acceptable to the City in its reasonable discretion (including documentation of the costs incurred by Primary Owner to acquire off-Property portions of the Water Transmission Line Easement); and (ii) for the actual hard

and remaining soft costs incurred to build to Completion the Water Transmission Line pursuant to the Draw Procedure in **Exhibit N**. If off-Property portions of the Water Transmission Line Easement are acquired after plan approval reimbursement of the costs of acquiring same will be paid pursuant to the Draw Procedure. If the City reimburses Primary Owner for the costs of designing and processing the plans for the Water Transmission Line but Primary Owner subsequently does not build the Water Transmission Line as contemplated under **Section 5.03(e)(3)**, within 10 days after the City's written request, Primary Owner will convey to the City (1) Primary Owner's right, title and interest in and to the plans and specifications for the Water Transmission Line and copies of same in an electronic form reasonably acceptable to the City; and (2) grant to the City, to the extent not previously granted, the Water Transmission Line Easement in the applicable Approved Form.

(g) Property Easement Costs. For purposes of **Section 5.03(e)** and **Section 5.03(f)**, the costs, if any, incurred by Primary Owner to acquire any off-Property portions of the Water Transmission Line Easement will be considered costs incurred for the Water Transmission Line and included in calculations of whether the Cost Cap is exceeded, whether such costs are expended prior to, or during, construction.

(h) Completion. Primary Owner shall Complete or cause Completion of, construction of the Water Transmission Line before, and as a pre-condition of, the City's approval of a final plat for all or any part of the Property. The City will not approve such a final plat until the Water Transmission Line is Complete. Primary Owner shall provide the City with monthly construction status reports.

(i) Conveyance. Within 90 days of Completion of the Water Transmission Line, Primary Owner will convey the Water Transmission Line to the City for ownership, operation and maintenance. The City may use the Water Transmission Line as a part of the City's overall water system, but the City agrees such service will not be provided in a manner that impairs the City's ability to serve the Property in conformance with the terms and conditions of this Agreement.

## **ARTICLE VI**

### **OFF-SITE FACILITIES**

#### **6.01 Water.**

(a) Off-Site Facilities. The Off-site Capacity Payment is the estimated minimum cost the City expects to incur to build the Off-Site Facilities. In lieu of any

obligation to build Off-Site Facilities or to pay Impact Fees in amounts greater than set forth in this Agreement, Primary Owner will pay the Off-site Capacity Payment to the City in accordance with **Section 6.01(b)**. Other than the Off-site Capacity Payment and the Water Impact Fees, the City will be solely responsible for building and financing the Off-Site Facilities as necessary to provide service to the Property. Owner expressly and irrevocably waives any rights it may have under Texas Local Government Code Ch. 395 or any other statutory or common law to refuse or object to payment of the Off-site Capacity Payment (unless the City fails to provide service to the Property under the terms of this Agreement).

(b) Off-site Capacity Payment. Primary Owner shall pay the Off-site Capacity Payment to the City in 7 equal annual installments, with the initial installment being due and payable within 30 days after Completion of the Water Transmission Line and with each subsequent annual installment being due on each of the next 6 anniversaries of Completion of the Water Transmission Line. The payments by Primary Owner under this **Section 6.01(b)** do not relieve an Owner from its obligation to pay Water Impact Fees when and as required by this Agreement.

(c) Commitment of Water Utility Capacity. Upon completion of the Water Transmission Line and payment of the Offsite Capacity Payment to the City, the City will guarantee and allocate to Owner a capacity interest in 4,600 SUE's of transmission capacity in the City's water utility system for the provision of water service to the Property. Owner acknowledges that the City will utilize the Water Transmission Line as a part of the City's overall water utility system; however, such service will not be provided in a manner that impairs the City's ability to serve the Property in accordance with the terms of this Agreement. In consideration of Owner's cost participation in the Water Transmission Line, the City will be solely responsible for constructing and financing any additional Off-Site Facilities which may be required by the City to provide service to the Property. Nothing in this Section shall be construed as reserving capacity for Owner in any existing City water distribution, collection transmission and treatment facilities or any future City water distribution, collection, transmission, and treatment facilities constructed by third parties other than the Water Transmission Line prior to the payment of impact fees. Upon completion of the Water Transmission Line, Owner will convey it to the City for ownership, operation and maintenance, subject to (a) a capacity interest in the facility for the provision of water service to the District; (b) the Developer's right to reimbursement from the District for the cost of such facility, in consideration of the District's capacity interest and in accordance with the rules of the TCEQ.

## **6.02 Wastewater.**

- (a) SSGI. The City hereby acknowledges that the Former Owner and other third parties collectively constructed, or caused to be constructed, the SSGI.
- (b) Commitment of Wastewater Utility Capacity. Because the Former Owner constructed a portion of the SSGI, the City will guarantee and allocate to Owner a capacity interest in 4,600 SUE's of transmission capacity in the City's wastewater utility system for the provision of wastewater service to the Property. Owner acknowledges that the City will utilize the SSGI as a part of the City's overall wastewater utility system; however, such service will not be provided in a manner that impairs the City's ability to serve the Property in accordance with the terms of this Agreement. In consideration of Former Owner's cost participation in the SSGI, the City will be solely responsible for constructing and financing any additional Off-Site Facilities which may be required by the City to provide service to the Property. Nothing in this Section shall be construed as reserving capacity for Owner in any existing City wastewater distribution, collection transmission and treatment facilities or any future City wastewater distribution, collection, transmission, and treatment facilities constructed by third parties other than the SSGI prior to the payment of impact fees.
- (c) Ownership, Operation and Maintenance of the SSGI. Prior to the Effective Date, the Former Owner, or other third-parties who also constructed, or caused to be constructed, the SSGI, have conveyed the SSGI to the City for ownership, operation, and maintenance.

## **ARTICLE VII**

### **EASEMENTS AND LIFT STATION SITES**

**7.01 Location Requirements.** Any Utility Improvements not located within dedicated public ROW or previously dedicated easements must be built within Utility Easements, except the Wastewater Interceptor must be located within the Wastewater Interceptor Easement. The portions of the Water Transmission Line within the boundaries of the Property must be located within the Water Transmission Line Easement. The specific locations of all easements and Lift Station Sites will be determined during the City's review and approval of construction plans and final plats for the Project.

**7.02 Dedication Documentation; Approved Form.** At least 60 days prior to the deadline for conveying a Utility Easement, Water Transmission Line Easement, Wastewater Interceptor Easement, Access Easement or temporary easement for a Lift Station Site to the City, Owner will provide the applicable Dedication Documentation to

---

the City. All easements conveyed to the City must be in Approved Form, as confirmed by the City Attorney. The City Attorney's confirmation must be evidenced by the City Attorney's signature on the easement instrument. The City is not required to accept conveyances of easements that are not on the appropriate Approved Form or assignments of private easements.

**7.03 Ownership and Liens.** If the Dedication Documentation includes an ownership and lien affidavit and the affidavit shows a lien or other monetary encumbrance which affects and encumbers all or any portion of the area within the applicable easement, Owner shall cause the holder of such lien or encumbrance to subordinate such lien or other monetary encumbrance to the applicable easement as per the applicable Approved Form.

**7.04 Costs.** The costs incurred to convey Lift Station Sites, Access Easements, the Wastewater Interceptor Easement and Utility Easements, and to grant Licenses to Encumber (including costs of acquisition, recording, and preparation of the Dedication Documentation and costs of issuing title policies required by this Agreement) are the responsibility of Owner. All costs incurred to convey the Water Transmission Line Easement (including costs of recording, preparation of Dedication Documentation and costs of issuing title policies) are the responsibility of the Primary Owner, subject to the City's obligation to pay such costs as set out in **Section 5.03(f)**.

**7.05 Title Policies.** The Dedication Documentation for the Wastewater Interceptor Easement and each Lift Station Site includes a title commitment and Owner will provide title insurance for the Wastewater Interceptor Easement and each Lift Station Site (as to Lift Station Sites, title insurance will be provided when the site is deeded, and the initial commitment will be updated to be current with conveyance). Owner will cause the release of any liens or monetary encumbrances reflected on the commitment when each Lift Station Site is deeded to the City and will cause the subordination of any liens or monetary encumbrances reflected on the commitment as to the Wastewater Interceptor Easement and any temporary easement for a Lift Station Site. The amount of each title policy for a Lift Station will be \$500,000.00. The amount of the title policy for the Wastewater Interceptor Easement will be calculated by multiplying the number of square feet within the area to be conveyed by \$1.00. Only the standard pre-printed exceptions, and those of the Permitted Exceptions that apply to the area being conveyed to the City will be reflected on a title policy.

**7.06 Access Easements.** If no public road providing access to a Utility Improvement, the Water Transmission Line or a Lift Station Site exists when the easement for same is granted, Owner will grant an Access Easement, in a location determined during the City's review and approval of construction plans and final plats, to provide

access to same until such time as a public road providing such access is Complete. Each Access Easement will terminate as each portion thereof is included within a recorded plat.

**7.07 Lift Station Sites.** Each Lift Station Site must be served by electricity before conveyance to the City. Owner will convey Lift Station Sites to the City initially by temporary easements (and will provide the applicable Dedication Documentation and lien subordinations for same). After the Lift Station Site is included within a final recorded plat, Owner will convey the Lift Station Site to the City by special warranty deed, free of all liens and encumbrances except those of the Permitted Exceptions that apply to the Lift Station Site and those approved by the City Attorney. At least 60 days before conveyance by deed of a Lift Station Site, Owner must provide the City a draft special warranty deed, an updated legal description, an updated map or sketch of the proposed Lift Station Site prepared by a licensed surveyor registered to practice in the State of Texas; and an updated title commitment covering the Lift Station Site.

**7.08 License Agreements.** The City will provide license agreements in Approved Form to allow crossings of Utility Improvements, Access Easements, and the Water Transmission Line.

**7.09 Blanket Easement.** Promptly after recordation of the Water Transmission Line Easement, the City will modify the Blanket Easement to limit same to the area within the Water Transmission Line Easement. The Blanket Easement, as modified, will terminate as each portion of the Water Transmission Line Easement is included within a recorded plat.

## **ARTICLE VIII**

### **RETAIL UTILITY SERVICES AND OTHER SERVICES**

**8.01 Retail Water Services.** Retail water service to Property shall be provided by the City on the same terms as the City's other retail water customers located outside of the City limits. Retail customers within Property receiving retail water service from the City shall pay the applicable water rates for customers located outside of the city limits except Water Impact Fees will be paid as provided in Article IX.

**8.02 Retail Wastewater Services.** Retail wastewater service to the Property shall be provided by the City on the same terms as the City's other retail wastewater customers located outside of the City limits. Retail customers within Property receiving retail wastewater services shall pay the applicable wastewater (sewer) rates for customers located outside of the city limits except Wastewater Impact Fees will be paid as provided in Article IX.



8.03 **Fire Protection and Emergency Services.** The Property is within the jurisdictional boundaries of the ESD. The City has no obligation to Owner to provide fire or emergency services within the Property.

## **ARTICLE IX**

### **OTHER AGREED FEES**

#### **9.01 Impact Fees; Allocation of Capacity.**

(a) Impact Fees. In consideration of the Former Owner's construction of the SSGI and Primary Owner's payment of the Off-site Capacity Payment, the Impact Fees payable by Owners and End Buyers are (i) for water, the Water Impact Fee per SUE, and (ii) for wastewater, the Wastewater Impact Fee per SUE.

(b) Allocation of Water Capacity. Upon payment of Water Impact Fees, the City will allocate to the applicable portions of the Property an amount of water capacity equal to the number of water SUE's for which the Water Impact Fees have been paid.

(c) Wastewater Service. Upon payment of Wastewater Impact Fees, the City will allocate to the applicable portions of the Property an amount of wastewater capacity equal to the number of wastewater SUE's for which the Wastewater Impact Fees have been paid.

(d) Other Fees. In consideration of the payment of the Impact Fees and other consideration to the City accruing under this Agreement, neither Owner, the Districts, nor their respective successors or assigns, will be required to pay City impact, capital recovery or similar fee to the City for water or wastewater service under this Agreement, other than the Off-site Capacity Payment. However, as to Vertical Development, the City's inspection, connection, and tap fees shall be paid when due as stated in the Governing Regulations and/or other City ordinances, rules and regulations applicable to Vertical Development.

(e) Other Dedications. In consideration of Owner's agreement to dedicate the Parkland and to build the Parkways and Trails, the City waives all requirements for parkland dedication, installation of park improvements, roadway impact fees and/or fees in lieu for Development of the Property.

(f) Due Dates. Water Impact Fees and Wastewater Impact Fees will be payable as to each Residential Lot and Commercial Lot when the first building permit is obtained for the Lot but Owner may prepay Water Impact Fees and/or Wastewater

Impact Fees on recording of a final plat creating Residential Lots or Commercial Lots.

9.02 **Fire SIP Fee.** For so long as the City has a contractual relationship with ESD pursuant to which the City provides to the ESD fire station improvements, land for fire stations, or fire-fighting equipment or personnel, for each Lot on the Property, a Fire SIP fee of \$630 shall be due and payable to the City at the time of application for a building permit. The City agrees that it shall use the SIP Fees only for the purposes of providing contractual fire services (including facilities, equipment and personnel) to ESD.

## **ARTICLE X**

### **INTENT AND VESTING OF RIGHTS**

10.01 **Intent.** The Parties intend that this Agreement authorize certain land uses on the Property; set the standards for Development on the Property; provide for the uniform review and approval of plats and development plans for the Property; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of agreed upon land uses after the full annexation of the Property. It is the intent of the Parties that these vested development rights include the character of land uses and the Development of the Property in conformance with the standards and criteria set forth in this Agreement and the UDC.

10.02 **Vesting of Rights.** Except as provided in **Section 3.03(b)**, each application for a City Permit that may be filed with the City for the Development, construction or operation of the Project shall only be required to comply with, and shall be reviewed, processed and approved, only in conformance with the UDC in effect on June 1, 2011, as modified by the terms of this Agreement, and the 2012 International Fire Code, unless otherwise stated herein. The provisions of this **Section 10.02** shall not apply to the City ordinances, rules and regulations that are exempt pursuant to Texas Local Government Code § 245.004. Minor Modifications shall not be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code. Major Modifications shall be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code, and the laws in effect at the time of such changes shall apply to the portions of the Property affected thereby unless the City agrees otherwise. Owner does not, by entering into this Agreement, waive (and Owner expressly reserves) any rights Owner may now or hereafter have with respect to any claim of “Vested” or “Protected” development or other property rights arising from Chapters 43 or 245, Texas Local Gov. Code, as amended, or otherwise, arising from common law or other state or federal laws.

**10.03 Landowner's Right to Continue Development.** In consideration of Owner's agreements hereunder, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Project or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Project. The preceding sentence does not apply to temporary moratoriums due to an emergency constituting a threat to the public health or safety, provided that such moratorium will continue only during the duration of the emergency.

## **ARTICLE XI**

### **MISCELLANEOUS PROVISIONS**

**11.01 Actions Performable.** The City and Owner agree that all actions to be performed under this Agreement are performable solely in Williamson County.

**11.02 Governing Law.** The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on the Effective Date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas, and that venue shall be in Williamson County, Texas.

**11.03 Severability/No Waiver.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in conformance with the original intent of the parties. Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

**11.04 Complete Agreement.** This Agreement, the attached Exhibits, and the Amended Consent Agreement, represent a complete agreement of the parties and supersedes all prior written and oral matters related to this Agreement. In the event of any conflict between this Agreement and the other Governing Regulations, the terms of this Agreement shall control.

**11.05 Amendment.** This Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written and recorded agreement of the City and the Owner of the portion of the Property affected by the change, provided (a) no modification of the obligations of Primary Owner may be made without Primary Owner's

consent, and (b) the consent of End Buyers to modifications of this Agreement is not required.

11.06 **Exhibits.** All exhibits attached to this Agreement are incorporated by reference and expressly made a part of this Agreement as if copied verbatim.

11.07 **Governmental Approvals.** The City agrees to cooperate with Owner in connection with any waivers, permits or approvals Owner may need or desire from other Governmental Authorities in order to Develop the Project on the Property in conformance with this Agreement.

11.08 **Notices.** All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) facsimile, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

Owner: HM Parkside, LP  
HM CR 176-2243, LP  
1011 N. Lamar Blvd.  
Austin, Texas 78703  
Attn.: Blake J. Magee

*With a required copy to:*

Hurst, Savage & Vanderburg, LLP  
814 W. 10<sup>th</sup> Street  
Austin, Texas 78701  
Attn.: Ann Engles Vanderburg

City: City Manager  
City of Georgetown  
808 Martin Luther King Jr. St.  
Georgetown, Texas 78626

*With a required copy to:*

City Attorney  
City of Georgetown  
809 Martin Luther King Jr., St.  
Georgetown, Texas 78626

#### 11.09 Force Majeure.

(a) Definition. Except as otherwise provided below, the term “*Force Majeure Event*” means any act or event, whether foreseen or unforeseen, that meets all three (3) of the following tests:

- (1) The act or event prevents a party (the “*Nonperforming Party*”), in whole or in part, from (i) performing its obligations under this Agreement; or (ii) satisfying any conditions precedent to the other party’s (the “*Performing Party*”) obligations under this Agreement; and
- (2) The act or event is beyond the reasonable control of and not the fault of the Nonperforming Party, and
- (3) The Nonperforming Party has been unable to avoid or overcome the act or event by the exercise of due diligence.

Despite the preceding definition of a Force Majeure Event, a Force Majeure Event excludes economic hardship, changes in market conditions, insufficiency of funds, or labor difficulties.

(b) Suspension of Performance. Except as otherwise provided below, if a Force Majeure Event occurs, the Nonperforming Party is excused from:

- (1) whatever performance is prevented by the Force Majeure Event to the extent and for the duration prevented, but in no event longer than 12 consecutive months; or
- (2) satisfying whatever conditions precedent to the Performing Party’s obligations cannot be satisfied, to the extent they cannot be satisfied, but in no event longer than 12 consecutive months.

Despite the preceding sentence, a Force Majeure Event does not excuse any obligation by either the Performing Party or the Nonperforming Party to make any payment required under this Agreement or from performing any obligation under this Agreement not affected by the Force Majeure Event.

(c) Report of a Force Majeure Event. No later than 5 business days after becoming aware of the occurrence of a Force Majeure Event, the Nonperforming Party shall furnish the Performing Party with a written notice describing the particulars of the occurrence, including an estimate of its expected duration and probable impact on the performance of the Nonperforming Party’s obligations under this Agreement. Notwithstanding the preceding sentence, if the Force Majeure Event is not a single, defined event (*e.g.*, unusually long periods of inclement weather that cause delays in performance), the Nonperforming Party

shall deliver the required notice within a reasonable time after the impact of the occurrence becomes (or should become) obvious.

(d) Duties During the Continuation of a Force Majeure Event. During the continuation of the Force Majeure Event, the Nonperforming Party shall furnish timely, regular written reports, updating the information required by **Section 11.9(c)** above, and providing any other information that the Performing Party reasonably requests. During the continuation of the Force Majeure Event, the Nonperforming Party shall exercise commercially reasonable efforts to mitigate or limit damages to the Performing Party and to overcome the Force Majeure Event.

(e) Resumption of Performance. When the Nonperforming Party is able to resume performance of its obligations under this Agreement or satisfy the conditions to the Performing Party's obligations, it shall immediately give the Performing Party written notice to that effect and shall resume performance under this Agreement no later than 5 business days after the notice is delivered.

(f) Dispute Resolution Related to Force Majeure. The Parties shall negotiate in good faith and attempt to resolve any dispute between the parties as to whether a Force Majeure Event has occurred, whether a Force Majeure Event has prevented the Nonperforming Party, in whole or in part, from performing any obligation or satisfying any condition under this Agreement, or when the suspension of performance has continued for a period of more than 12 consecutive months. If the Parties are unable to resolve the dispute or to agree on a course of action following 12 consecutive months of suspension of performance, they shall submit the dispute to mediation. The burden of proof as to whether a Force Majeure Event has occurred or as to whether the Force Majeure Event has prevented performance is upon the Nonperforming Party.

(g) Exclusive Remedy. The relief offered by this Force Majeure provision is the exclusive remedy available to the Nonperforming Party with respect to a Force Majeure Event, and the Parties waive the common law defenses of impossibility and impracticability with respect to the Force Majeure Events and any event or act that might be deemed a force majeure event under the common law.

**11.10 Agreement to Run with the Land.** Subject to **Section 11.11(i)**, this Agreement, and the rights and obligations of Owner, shall run with the land (the Property).

**11.11 Assignment and Delegation.**

(a) Except as provided in **Section 11.11(b), (c) or (d)**, no Party may assign any of its rights or delegate any of its obligations under this Agreement without the



prior written consent of the other Parties. All other assignments of rights and delegations of duties are prohibited under this **Section 11.11(a)** and void ab initio, whether they are voluntary or involuntary, by merger (unless the Party is the surviving entity), consolidation, dissolution, operation of law, or any other manner.

(b) Notwithstanding the limitations on assignments in **Section 11.11(a)**, either Owner may assign this Agreement to an Authorized Assignee if such assignment is in connection with sales of all or portions of the Property to the Authorized Assignee, either by a single assignment or through one or more partial assignments, in each instance without the prior written consent of the City. Either Owner further may assign all or a part of its obligations and rights under this Agreement with the City's approval, which will not be unreasonably withheld. Any assignment pursuant to this **Section 11.11(b)** shall be in writing, specifically set forth the rights assigned and duties delegated in the assignment; require the assignee to assume such assigned duties and delegated obligations as to the portion of the Property transferred by Owner to the assignee; and be executed by duly authorized representatives of Owner and the assignee. A copy of each assignment and assumption agreement shall be delivered to the City within 15 days after execution.

(c) Either Owner may assign this Agreement, in whole or part, without the City's prior written consent to any person or entity that (i) executes a written document assuming all such Owner's then unperformed obligations under this Agreement, and (ii) has the financial, technical and managerial means to complete such Owner's unperformed obligations under this Agreement. A delegation under this **Section 11.11(c)** will not release the assigning Owner from the delegated obligations, and such Owner will remain responsible for the performance of the delegated obligations unless the City approves the assignment, in its sole discretion. If, however, the City approves the assignment under the prior sentence the assigning Owner will be released from responsibility for performance of the delegated obligations and the City will look solely to the assignee for performance. The City further has the right, in its sole discretion, to condition approval of an assignment that releases the assigning Owner upon the posting by the assignee of fiscal security in a form, amount, and from an issuer acceptable to City, all in its sole discretion, guaranteeing performance of the delegated obligations.

(d) Without the prior written consent of the City, the Owner may assign all or part of its rights or delegate all or part of its maintenance obligations under this Agreement to the District or an Additional District, and following receipt of notice

of such assignment the City shall look only to the District or Additional District with respect to such assigned rights or delegated obligations. In the alternative, and with the prior written consent of the City, which shall not be unreasonably withheld, the Owner may assign all or part of its rights or delegate all or part of its maintenance obligations to an HOA (but if a provision of this Agreement states maintenance obligations may be assigned to an HOA no further consent of the City is required). Owner agrees to record in the Official Public Records of Williamson County, prior to the first sale of a Lot, a Master Covenant requiring the District, Additional District or HOA, as applicable, to (a) maintain the signs described in the Sign Standards, (b) maintain any Drainage Facilities not maintained by Williamson County or the End Buyer; (c) maintain the HOA Parks, as well as all improvements located thereon; and (d) maintain all other landscaping, trails and sidewalks on the Property (the items to be maintained as described in this sentence will be built in phases and the obligation to maintain specific items may be established in supplements to the Master Covenant).

(e) Following an assignment permitted under **Section 11.11(b)** or **Section 11.11(d)**, the City will look solely to the assignee for the performance of all obligations assigned to the assignee and agrees that the assigning Owner will be released from subsequently performing the assigned obligations and from any liability that results from the assignee's failure to perform the assigned obligations. No assignment by an Owner will release that Owner from any liability that resulted from an act or omission by that Owner that occurred before the effective date of the assignment unless the City specifically approves such a release in writing. The mere conveyance of a Lot or portion of the Property without a written assignment comporting with the requirements of **Section 11.11** of this Agreement will not effect an assignment of the rights or obligations of Owner hereunder.

(f) Owner (including any further Owners) of all or any portion of the Property shall have the benefits and obligations of this Agreement, and the Property may be Developed as set forth herein without notice or approval to the City.

(g) Unless expressly stated in the assignment/delegation documentation, no assignment of any rights or delegations of any obligations of an Owner under this Agreement shall be deemed an assignment of (i) Owner's rights to receive proceeds from the sale of bonds issued by the Districts, (ii) Primary Owner's right to draw from Bridge Funds to pay the cost of the Bridge, or (iii) Primary Owner's right to receive reimbursement of the Water Transmission Line cost under **Section 5.03**.

(h) Any current or future Owner may collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its right, title or interest under this Agreement from time to time, without the consent of, but with prompt notice to, the City. Any such collateral assignment, pledge, lien or security interest must be expressly subject to this Agreement. This Agreement, and all terms, conditions and covenants herein, shall survive a transfer, conveyance, or assignment occasioned by the exercise of foreclosure of lien rights by a Lender, whether judicial or non-judicial, and will continue to bind the Property, and at the Lender's election, the Lender (or the purchaser of the Property or portion thereof through exercise of lien rights or deed in lieu thereof) may become a Party to this Agreement (but the prior Owner is not released).

(i) This Agreement shall bind and inure to the benefit of the Parties and the successors and assigns authorized herein. This Agreement is not binding on, and does not create any encumbrance to title as to, any End Buyer except this Agreement specifies certain use and development regulations for Vertical Development that may apply to the specific Lot acquired by the End Buyer.

(j) From time to time upon written request by any seller or purchaser of land within the Property, or any Lender or prospective Lender of an Owner or its prospective assignees, the City shall execute a written estoppel certificate to such seller, purchaser or Lender stating, if true, that the City has not given or received any written notices alleging any events of default under this Agreement.

**11.12 Cooperation.** The Parties shall cooperate with each other as reasonably necessary to carry out the intent of this Agreement, including but not limited to the execution of such further documents as may be reasonably necessary.

**11.13 Term of Agreement and Termination.** Unless sooner terminated by express written agreement executed by all Parties, this Agreement shall continue in full force and effect until the later of (i) 20 years after the Effective Date; or (ii) the Project has been constructed and accepted in conformance with the terms and conditions of this Agreement.

**11.14 Authority.** This Agreement is made and entered into pursuant to Section 212.172 of the Texas Local Government Code. The City and each Owner each represent and warrant that the persons whose signature appears below have the authority to execute this Agreement on behalf of the City and Owner, respectively.

**11.15 Effect on Development Agreement.** As to the Remainder Property only, this Agreement replaces and supersedes in its entirety the Original Development Agreement. This Agreement shall have no effect on and shall not amend, replace or

supersede the Original Development Agreement as to any land subject to the Original Development Agreement other than the Remainder Property.

**11.16 Default.** No Party will be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice will set forth in reasonable detail the nature of the alleged failure) and until such Party has been given at least 30 days to cure the alleged failure after written notice of the alleged failure. Except for a failure to pay money when due, no Party will be in default under this Agreement if, within the 30-day 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. No cure period will be more than 120 days without the written agreement of the non-defaulting Party. All claims of default are subject to **Section 11.9**. If a Lender has notified the City of the Lender's liens against or security interest in any portion of the Property or improvements built thereon or serving the Property, the City will give the Lender notice of any default by Owner and at least 30 days to cure the default (commencing on the date of notice to the Lender) before exercising the City's remedies by reason of the default. The City agrees to accept any cure offered by a Lender as if it were the defaulting Owner.

**11.17 Remedies.** A Party may enforce this Agreement only as provided in this Agreement (including the City's rights of self-help under **Section 3.07(i)**) for a failure to begin or complete construction of the Bridge) and under applicable Texas law, including without limitation the right to specifically enforce any term or provision of this Agreement and/or the right to institute an action for damages or mandamus. Consequential damages, exemplary damages or special damages are not recoverable.

**11.18 Effect of Owner Breach or Noncompliance on Another Owner.** The City agrees that it will not impede the Development activities of a performing Owner if a different Owner is in default under, or is not performing or complying with this Agreement, unless and to the extent that, in the City's sole determination, the default, non-performance or non-compliance pertains to a provision of this Agreement or a City requirement that is also necessary for the performing Owner's Development of the Project on its portion of the Property, in which case the City shall not be required to process any applications, issue any approvals, or grant any permits to the Owner or the performing Owner or either or both of them until the default, non-performance or non-compliance is cured.

**11.19 Effect of Approvals.** Notwithstanding anything in this Agreement to the contrary, it is understood and agreed that (i) the level of standards required by the City for the construction of the public improvements on the Property (including but not limited to the Bridge, Water Transmission Line, On-site Facilities, Roadways, Trails, etc.)

are strictly for the benefit of the City only, and the Owner is free, at Owner's sole cost and expense, to design and construct the improvements to a higher standard; and (ii) all City approvals of the Owner's and the Owner's engineer's plans and specifications, and all inspections done by the City of the plans, specifications and construction of the public improvements are strictly for the benefit of the City, and such inspections and approvals are not to be expressly or impliedly relied upon by Owner, Owner's engineer, any of Owner's contractors or subcontractors, or any End Buyer for any purpose whatsoever.

11.20 **Deadlines; "Days"**. The term "**business day**" means a date that is not a Saturday, Sunday or holiday on which national banks are authorized to close for business. The term "day" or "days," unless specified as a business day, is deemed to mean a calendar day. Deadlines that do not fall on a business day will be extended to the next business day.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**List of Exhibits:**

Exhibit A	-	Description of Remainder Property
Exhibit B	-	Description of 2243 South Tract
Exhibit C	-	Area Map
Exhibit D	-	Form of Second Amended and Restated Consent Agreement
Exhibit E-1	-	Approved Form (for Water Transmission Line Easement)
Exhibit E-2	-	Approved Form (for Utility Easements)
Exhibit E-3	-	Approved Form (for Access Easements)
Exhibit E-4	-	Approved Form (for License Agreement)
Exhibit F	-	Land Use Plan
Exhibit G-1	-	Multifamily Permitted Uses
Exhibit G-2	-	Commercial, Civic and Temporary Permitted Uses
Exhibit H-1	-	Open Space Plan
Exhibit H 2	-	River Trail Specifications
Exhibit I-1	-	Permitted Exceptions
Exhibit I-2	-	Use Exceptions (Fire Station)
Exhibit J-1	-	Roadway and Connectivity Plan
Exhibit J-2	-	Residential Local 50' Roadway
Exhibit J-3	-	Residential Local 60' Roadway
Exhibit J-4	-	Parkway B – Without Median
Exhibit J-5	-	Parkway B – With Median
Exhibit J-6	-	Parkside Parkway
Exhibit J-7	-	Phasing Plan
Exhibit K-1	-	Entry Features
Exhibit K-2	-	Marketing and Directional Signs
Exhibit L	-	Tree Preservation Standards
Exhibit M-1	-	Residential Development Area Standards
Exhibit M-2	-	Residential Architectural Standards
Exhibit M-3	-	Commercial Development Area Standards
Exhibit N	-	Draw Procedure
Exhibit O-1	-	Form of Traffic Fiscal Security
Exhibit O-2	-	Form of Bridge Fiscal Security

[Signature Pages Follow]



CITY OF GEORGETOWN, TEXAS

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

Name: Dale Ross

Title: Mayor

ATTEST:

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

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

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

Charlie McNabb, City Attorney

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 2019, by Dale Ross, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(seal)

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

HM PARKSIDE, LP, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation, General Partner

By: \_\_\_\_\_  
Blake J. Magee, President

STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 2019, by Blake J. Magee, President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of HM PARKSIDE, LP, a Texas limited partnership, on behalf of said corporation and partnership.

(seal)

Notary Public State of Texas

\_\_\_\_\_

HM CR 176-2243, LP, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation, General Partner

By: \_\_\_\_\_  
Blake J. Magee, President

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 2019, by Blake J. Magee, President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of HM CR-176-2243, LP, a Texas limited partnership, on behalf of said corporation and partnership.

(seal)

Notary Public State of Texas

\_\_\_\_\_

WILLIAMSON COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 25

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

Printed Name:\_\_\_\_\_

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

ATTEST:

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

Name: \_\_\_\_\_

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

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

      This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, President of Williamson County Municipal Utility District No. 25, a municipal utility district operating under Chapters 49 and 54 of the Texas Water Code.

(seal)

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

**Exhibit A**

**Remainder Property**

**Tract 1:**

1,146.591 acres of land in Williamson County, Texas, being more particularly described as 1,156.001 acres described on Exhibit A-1 attached hereto and incorporated herein, SAVE AND EXCEPT 9.410 acres described on Exhibit A-2 attached hereto; and

**Tract 2:**

Lot 2, Block G, Water Oak North Section 1, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded under Document No. 2013033404, Official Public Records of Williamson County, Texas.

County: Williamson  
Project: Water Oak South  
Job No.: A180801  
MBS No.: 18-005

**FIELD NOTES FOR 1156.001 ACRES**

Being a tract containing 1,156.001 acres of land located in the I. Donagan Survey, Abstract Number 178, the J. Thompson Survey, Abstract Number 608, the Key West Irrigation Survey, Abstract Number 711, the I.&G.N. R.R. Survey, Abstract number 744, the J.D. Johns Survey, Abstract Number 365, the W.E. Pate Survey, Abstract Number 836, the D. Medlock Survey, Abstract Number 839, in Williamson County, Texas; Said 1,156.001 acre tract being a call 195.193 acre tract of land recorded in the name of Laredo Wo, Ltd. in Williamson County Clerk's File (W.C.C.F.) Number 2007014280, a call 71.001 acre tract of land recorded in the name of Laredo Wo, Ltd. in W.C.C.F. Number 2007014281, call 77.399 acre, 44.314 acre, and 203.137 acre tracts of land recorded in the name of Laredo Wo, Ltd. in W.C.C.F. Number 2007014282, call 330.24 acre and 15.56 acre tracts of land recorded in the name of Laredo Wo, Ltd. in W.C.C.F. Number 2007014285, a call 0.368 acre tract of land recorded in the name of Laredo Wo, Ltd. in W.C.C.F. Number 2008039394, and a call 6.190 acre tract of land recorded in the name of Laredo Wo, Ltd. in W.C.C.F. Number 2009022803, and a portion of a call 192.314 acre tract of land recorded in the name of Laredo Wo, Ltd. in W.C.C.F. Number 2007014289, a call 3.080 acre tract of land recorded in the name of Austin WO, LLC in W.C.C.F. Number 2014011207 and a call 324.00 acre tract of land recorded in the name of Laredo Wo, Ltd. in W.C.C.F. Number 2007014278; Said 1,156.001 acres being more particularly described by metes and bounds descriptions as follows (bearings are referenced to the Texas Coordinate System, NAD 1983, Central Zone):

**Beginning** at a 1/2-inch iron rod found at the southwesterly corner of said 6.190 acre tract, the southeasterly corner of a call 47.420 acre tract of land recorded in the name of Georgetown Properties II, LLC in W.C.C.F. Number 2012043969 and the northerly Right-of-Way (R.O.W.) line of F.M. 2243 (80-foot width);

Thence, with the easterly line of said 47.420 acre tract, the following sixteen (16) courses:

1. North 28 degrees 25 minutes 04 seconds East, a distance of 160.70 feet to a 1/2-inch iron rod found;
2. 155.33 feet along the arc of a curve to the left, said curve having a central angle of 16 degrees 06 minutes 30 seconds, a radius of 552.50 feet and a chord which bears North 18 degrees 24 minutes 54 seconds West, a distance of 154.82 feet to a 1/2-inch iron rod found;
3. North 26 degrees 28 minutes 10 seconds West, a distance of 157.44 feet to a 1/2-inch iron rod found;

4. 38.91 feet along the arc of a curve to the left, said curve having a central angle of 89 degrees 10 minutes 31 seconds, a radius of 25.00 feet and a chord which bears North 71 degrees 03 minutes 54 seconds West, a distance of 35.10 feet to a 1/2-inch iron rod set;
5. North 27 degrees 14 minutes 19 second West, a distance of 65.03 feet to a 1/2-iron rod set;
6. 39.79 feet along the arc of a curve to the left, said curve having a central angle of 91 degrees 11 minutes 17 seconds, a radius of 25.00 feet and a chord which bears North 19 degrees 07 minutes 36 seconds East, a distance of 35.72 feet to a 1/2-inch iron rod set;
7. North 26 degrees 28 minutes 10 seconds West, a distance of 150.25 feet to a 1/2-inch iron rod set;
8. 674.40 feet along the arc of a curve to the right, said curve having a central angle of 45 degrees 58 minutes 22 seconds, a radius of 840.50 feet and a chord which bears North 03 degrees 28 minutes 59 seconds West, a distance of 656.45 feet to a 1/2-inch iron rod set;
9. 203.98 feet along the arc of a curve to the left, said curve having a central angle of 22 degrees 04 minutes 18 seconds, a radius of 529.52 feet and a chord which bears South 77 degrees 26 minutes 54 seconds West, a distance of 202.72 feet to a 1/2-inch iron rod set;
10. North 32 degrees 58 minutes 10 seconds West, a distance of 44.22 feet to a 1/2-iron rod set;
11. North 34 degrees 39 minutes 43 seconds West, a distance of 239.78 feet to a 1/2-inch iron rod found;
12. North 55 degrees 20 minutes 17 seconds East, a distance of 450.00 feet, from which a 1/2-inch iron rod found, bears South 61 degrees East a distance of 0.49 feet;
13. North 34 degrees 39 minutes 43 seconds West, a distance of 97.07 feet to a 1/2-inch iron rod set;
14. 124.70 feet along the arc of a curve to the left, said curve having a central angle of 119 degrees 05 minutes 02 seconds, a radius of 60.00 feet and a chord which bears North 24 degrees 52 minutes 55 seconds East, a distance of 103.44 feet, from which a 1/2-inch iron rod found, bears South 68 degrees East, a distance of 0.55 feet;
15. North 55 degrees 20 minutes 17 seconds East, a distance of 120.00 feet to a 1/2-inch iron rod found;



16. North 34 degrees 39 minutes 43 seconds West, a distance of 126.11 feet to an easterly line of The Preserve Phase 1, a subdivision recorded in Cabinet EE, Slide Number 310-316 of the Williamson County Plat Records (W.C.P.R.), from which a 1/2-inch iron rod found, bears South 67 degrees East, a distance of 0.66 feet;

Thence, with the easterly line of said The Preserve Phase 1, the following twelve (12) courses:

1. North 80 degrees 20 minutes 05 seconds East, a distance of 307.48 feet to a 1/2-inch iron rod set;
2. North 23 degrees 41 minutes 11 seconds West, a distance of 279.38 feet to a 1/2-inch iron rod set;
3. 31.65 feet along the arc of a curve to the left, said curve having a central angle of 72 degrees 13 minutes 47 seconds, a radius of 25.11 feet and a chord which bears North 63 degrees 28 minutes 50 seconds West, a distance of 29.60 feet to a 1/2-inch iron rod set;
4. North 09 degrees 39 minutes 51 seconds West, a distance of 50.00 feet to a 1/2-inch iron rod set;
5. North 80 degrees 20 minutes 05 seconds East, a distance of 155.74 feet to a 1/2-inch iron rod found;
6. North 21 degrees 06 minutes 30 seconds West, a distance of 186.45 feet to a 1/2-inch iron rod set;
7. North 30 degrees 29 minutes 37 seconds West, a distance of 233.35 feet to a 1/2-inch iron rod found;
8. North 23 degrees 41 minutes 11 seconds West, a distance of 528.84 feet to a cotton spindle found;
9. South 66 degrees 44 minutes 24 seconds West, a distance of 125.00 feet to a 1/2-inch iron rod set;
10. North 23 degrees 41 minutes 11 seconds West, a distance of 409.01 feet to a 1/2-inch iron rod found;
11. North 68 degrees 45 minutes 39 seconds East, a distance of 108.54 feet to a 1/2-inch iron rod found;
12. North 21 degrees 14 minutes 21 seconds West, a distance of 714.47 feet to the easterly line of a call 60.5184 acre tract of land recorded in the name of AVP Ranch, Ltd. in W.C.C.F. Number 2011081794, from which a 1/2-inch iron rod found, bears North 27 degrees West, a distance of 0.68 feet;

Thence, with said easterly line, North 14 degrees 11 minutes 42 seconds East, a distance of 1,508.94 feet to a 1/2-inch iron rod set at the southwesterly corner of a call 314.00 acre tract of land recorded in the name of Georgetown Properties II in W.C.C.F. Number 2012043969;

Thence, with the southerly line of said 314.00 acre tract, the following ten (10) courses:

1. South 75 degrees 48 minutes 18 seconds East, a distance of 431.73 feet to a 1/2-inch iron rod found;
2. 326.94 feet along the arc of a curve to the right, said curve having a central angle of 32 degrees 24 minutes 32 seconds, a radius of 578.00 feet and a chord which bears South 59 degrees 36 minutes 01 seconds East, a distance of 322.60 feet to a 1/2-inch iron rod found;
3. South 43 degrees 23 minutes 44 seconds East, a distance of 1,170.13 feet to a 1/2-inch iron rod found;
4. 175.01 feet along the arc of a curve to the right, said curve having a central angle of 09 degrees 18 minutes 07 seconds, a radius of 1078.00 feet and a chord which bears North 55 degrees 24 minutes 17 seconds East, a distance of 174.82 feet to a 1/2-inch iron rod found;
5. North 60 degrees 03 minutes 21 seconds East, a distance of 538.21 feet, from which a 1/2-inch iron rod found, bears South 23 degrees West, a distance of 0.50 feet;
6. 839.65 feet along the arc of a curve to the left, said curve having a central angle of 52 degrees 10 minutes 41 seconds, a radius of 922.00 feet and a chord which bears North 33 degrees 58 minutes 00 seconds East, a distance of 810.93 feet to a 1/2-inch iron rod found;
7. North 07 degrees 52 minutes 40 seconds East, a distance of 108.32 feet to a 1/2-inch iron rod set;
8. 1,349.11 feet along the arc of a curve to the right, said curve having a central angle of 79 degrees 02 minutes 14 seconds, a radius of 978.00 feet and a chord which bears North 47 degrees 23 minutes 47 seconds East, a distance of 1,244.66 feet to a 1/2-inch iron rod found;
9. North 86 degrees 54 minutes 53 seconds East, a distance of 321.28 feet to a 1/2-inch iron rod found;
10. 75.21 feet along the arc of a curve to the right, said curve having a central angle of 03 degrees 59 minutes 50 seconds, a radius of 1078.00 feet and a chord which bears North 88 degrees 54 minutes 08 seconds East, a distance of 75.19 feet to a 1/2-inch iron rod set at the southeasterly corner of said 314.00 acre tract and the westerly line of aforesaid 203.137 acre tract;

Thence, with the easterly line of said 314.00 acre tract, the following two (2) courses:

1. North 22 degrees 05 minutes 52 seconds West, a distance of 1596.68 feet to a 1-inch iron pipe found;
2. North 22 degrees 18 minutes 08 seconds West, a distance of 624.71 feet to the northeasterly corner of said 314.00 acre tract, the northwesterly corner of aforesaid 324.00 acre tract, a southerly corner of aforesaid 192.314 acre tract, and the centerline of South San Gabriel River;

Thence, with a northerly line of said 314.00 acre tract and the meanders of said centerline, South 68 degrees 48 minutes 05 seconds West, a distance of 57.92 feet to the southeasterly corner of a call 168.62 acre tract of land recorded in the name of Zamin, L.P. in W.C.C.F. Number 201403274 and the most southerly corner of said 192.314 acre tract;

Thence, with the easterly line of said 168.62 acre tract, the following ten (10) courses:

1. North 00 degrees 10 minutes 15 seconds West, a distance of 94.12 feet to a 1/2-inch iron rod set;
2. North 00 degrees 06 minutes 25 seconds East, a distance of 765.27 feet to a 1/2-inch iron rod (1847 cap) found;
3. North 00 degrees 15 minutes 54 seconds West, a distance of 374.43 feet to a nail in fence post found;
4. North 04 degrees 32 minutes 45 seconds East, a distance of 49.08 feet to a 1/2-inch iron rod set;
5. North 02 degrees 05 minutes 56 seconds East, a distance of 31.02 feet to a 1/2-inch iron rod set;
6. North 00 degrees 04 minutes 52 seconds East, a distance of 74.51 feet to a 1/2-inch iron rod set;
7. North 02 degrees 25 minutes 02 seconds West, a distance of 79.29 feet to a 1/2-inch iron rod (1847 cap) found;
8. North 00 degrees 29 minutes 19 seconds West, a distance of 311.09 feet to a 26-inch pine tree;
9. North 01 degrees 10 minutes 38 seconds West, a distance of 96.13 feet to a nail in a 30-inch cedar tree found;

10. North 02 degrees 08 minutes 59 seconds East, a distance of 140.61 feet to a nail in a 28-inch oak tree found at the southwesterly corner of a call 106.00 acre tract of land recorded in the name of Zamin, L.P. in W.C.C.F. Number 2010065268;

Thence, with the southerly line of said 106.00 acre tract, the following thirteen (13) courses:

1. South 36 degrees 25 minutes 52 seconds East, a distance of 145.97 feet to a 1/2-inch iron rod found;
2. South 40 degrees 04 minutes 40 seconds East, a distance of 159.64 feet to a 1/2-inch iron rod found;
3. South 65 degrees 38 minutes 47 seconds East, a distance of 83.14 feet to a 1/2-inch iron rod found;
4. North 88 degrees 53 minutes 22 seconds East, a distance of 622.87 feet to a cotton spindle found;
5. North 69 degrees 06 minutes 39 seconds East, a distance of 153.64 feet to a cotton spindle found;
6. North 67 degrees 02 minutes 44 seconds East, a distance of 133.64 feet to a 1/2-inch iron rod found;
7. South 27 degrees 21 minutes 25 seconds East, a distance of 172.95 feet to a 1/2-inch iron rod found;
8. South 36 degrees 36 minutes 32 seconds East, a distance of 272.53 feet to a 1/2-inch iron rod found;
9. South 82 degrees 53 minutes 15 seconds East, a distance of 115.61 feet to a 1/2-inch iron rod set;
10. North 56 degrees 07 minutes 11 seconds East a distance of 186.34 feet to a 1/2-inch iron rod found;
11. North 07 degrees 51 minutes 19 seconds West, a distance of 67.58 feet to a to a 1/2-inch iron rod found;
12. North 34 degrees 57 minutes 21 seconds West, a distance of 1007.97 feet to a 1/2-inch iron rod found;
13. North 55 degrees 43 minutes 32 seconds East, a distance of 579.96 feet to a 1/2-inch iron rod found at a westerly corner of a call 26.673 acre tract of land recorded in the name of Chesmar Homes Austin LLC in W.C.C.F. Number 2013095985;

Thence, with the southerly line of said 26.673 acre tract and the southerly line of a call 21.255 acre tract of land recorded in the name of Chesmar Homes Austin LLC. in W.C.C.F. Number 2018039081, the following nineteen (19) courses:

1. South 32 degrees 47 minutes 04 seconds East, a distance of 44.07 feet to a 1/2-inch iron rod set;
2. South 57 degrees 12 minutes 56 seconds West, a distance of 102.66 feet to a 1/2-inch iron rod set;
3. South 14 degrees 17 minutes 30 seconds East, a distance of 224.58 feet to a 1/2-inch iron rod set;
4. South 65 degrees 02 minutes 43 seconds East, a distance of 102.90 feet to a 1/2-inch iron rod set;
5. South 31 degrees 01 minutes 16 seconds East, a distance of 404.11 feet to a 1/2-inch iron rod set;
6. South 04 degrees 15 minutes 14 seconds West, a distance of 202.68 feet to a 1/2-inch iron rod set;
7. South 04 degrees 50 minutes 11 seconds West, a distance of 99.31 feet to a 1/2-inch iron rod set;
8. South 41 degrees 38 minutes 10 seconds East, a distance of 114.53 feet to a 1/2-inch iron rod set;
9. South 55 degrees 58 minutes 17 seconds East, a distance of 65.00 feet to a 1/2-inch iron rod set;
10. 49.41 feet along the arc of a curve to the right, said curve having a central angle of 14 degrees 31 minutes 09 seconds, a radius of 194.99 feet and a chord which bears South 84 degrees 07 minutes 03 seconds East, a distance of 49.28 feet to a 1/2-inch iron rod set;
11. South 80 degrees 23 minutes 52 seconds East, a distance of 35.39 feet to a 1/2-inch iron rod set;
12. South 83 degrees 07 minutes 59 seconds East, a distance of 260.77 feet to a 1/2-inch iron rod set;
13. South 73 degrees 37 minutes 51 seconds East, a distance of 287.96 feet to a 1/2-inch iron rod set;
14. North 83 degrees 40 minutes 45 seconds East, a distance of 84.78 feet to a 1/2-inch iron rod set;

15. North 06 degrees 19 minutes 15 seconds West, a distance of 176.09 feet to a 1/2-inch iron rod set;
16. 60.98 feet along the arc of a curve to the left, said curve having a central angle of 15 degrees 01 minutes 43 seconds, a radius of 232.50 feet and a chord which bears North 68 degrees 07 minutes 46 seconds East, a distance of 60.81 feet to a 1/2-inch iron rod set;
17. North 60 degrees 36 minutes 55 seconds East, a distance of 246.19 feet to a 1/2-inch iron rod set;
18. 39.28 feet along the arc of a curve to the right, said curve having a central angle of 90 degrees 01 minutes 54 seconds, a radius of 25.00 feet and a chord which bears South 74 degrees 23 minutes 05 seconds East, a distance of 35.36 feet to a 1/2-inch iron rod set;
19. North 60 degrees 36 minutes 55 seconds East, a distance of 55.00 feet to a 1/2-inch iron rod set at a westerly corner of a call 24.958 acre tract of land recoded in the name of ABG Water Oak Partners, Ltd. in W.C.C.F. Number 2014071868;

Thence, with the southerly line of said 24.958 acre tract, the following ten (10) courses:

1. South 03 degrees 29 minutes 46 seconds East, a distance of 31.45 feet to a 1/2-inch iron rod set;
2. South 03 degrees 43 minutes 00 seconds East, a distance of 299.26 feet to a 1/2-inch iron rod set;
3. 90.18 feet along the arc of a curve to the right, said curve having a central angle of 05 degrees 53 minutes 18 seconds, a radius of 877.50 feet and a chord which bears South 00 degrees 46 minutes 21 seconds East, a distance of 90.14 feet to a 1/2-inch iron rod set;
4. South 01 degrees 24 minutes 06 seconds East, a distance of 233.95 feet to a 1/2-inch iron rod set;
5. South 73 degrees 49 minutes 36 seconds East, a distance of 545.48 feet to a 1/2-inch iron rod set;
6. South 89 degrees 06 minutes 15 seconds East, a distance of 70.34 feet to a 1/2-inch iron rod set;
7. South 83 degrees 26 minutes 51 seconds East, a distance of 1532.87 feet to a 1/2-inch iron rod set;
8. North 85 degrees 29 minutes 19 seconds East, a distance of 278.11 feet to a 1/2-inch iron rod set;

9. North 04 degrees 30 minutes 41 seconds West, a distance of 130.00 feet to a 1/2-inch iron rod set;
10. North 85 degrees 29 minutes 19 seconds East, a distance of 160.52 feet to a 1/2-inch iron rod set on the westerly line of a call 32.61 acre tract of land recorded in the name of William Charles Bagwell, Et Ux in Volume 2438, Page 0499 of the Williamson County Deed Records (W.C.D.R.);

Thence, with the westerly line of said 32.61 acre tract, the following two (2) courses:

1. South 09 degrees 08 minutes 19 seconds East, a distance of 233.24 feet to a 1/2-inch iron rod found;
2. South 00 degrees 25 minutes 18 seconds East, a distance of 188.62 feet to the northerly line of a call 190.40 acre tract of land recorded in the name of Texas Crushed Stone Company in Volume 743, Page 47 of the W.C.D.R. and the said centerline of the South San Gabriel River;

Thence, with the meanders of said centerline, the following seven (7) courses:

1. South 87 degrees 44 minutes 31 seconds West, a distance of 362.99 feet;
2. North 78 degrees 02 minutes 28 seconds West, a distance of 85.59 feet;
3. South 80 degrees 19 minutes 11 seconds West, a distance of 148.88 feet;
4. South 65 degrees 08 minutes 13 seconds West, a distance of 207.18 feet;
5. North 66 degrees 16 minutes 04 seconds West, a distance of 40.94 feet;
6. North 89 degrees 30 minutes 57 seconds West, a distance of 541.24 feet;
7. North 79 degrees 08 minutes 16 seconds West, a distance of 180.05 feet to a 5/8-inch iron rod set for the northwesterly corner of said 190.40 acre tract;

Thence, leaving said centerline, with the westerly line of said 190.40 acre tract, the following seven (7) courses:

1. South 01 degrees 52 minutes 12 seconds East, a distance of 1026.81 feet to a 1/2-inch iron rod (1847 cap) found;
2. South 01 degrees 10 minutes 35 seconds East, a distance of 167.70 feet to a 1/2-inch iron rod found;
3. South 00 degrees 03 minutes 35 seconds West, a distance of 341.80 feet to a 1-inch iron pipe found;



4. South 06 degrees 25 minutes 15 seconds East, a distance of 359.37 feet to a 5/8-inch iron rod set;
5. South 01 degrees 45 minutes 07 seconds East, a distance of 480.85 feet to a 1/2-inch iron rod found;
6. South 02 degrees 48 minutes 39 seconds East, a distance of 258.38 feet to a nail found;
7. South 02 degrees 30 minutes 15 seconds East, a distance of 1139.73 feet to a 1/2-inch iron rod found at a northerly corner of a call 77.902 acre tract of land recorded in the name of Edwin H. Vale, Jr in W.C.C.F. Number 2017014736;

Thence, with the northerly and westerly line of said 77.902 acre tract, the following seven (7) courses:

1. South 68 degrees 13 minutes 42 seconds West, a distance of 128.79 feet to a cotton spindle found;
2. North 36 degrees 37 minutes 28 seconds West, a distance of 381.75 feet to a 1/2-inch iron rod found;
3. North 68 degrees 46 minutes 05 seconds West, a distance of 137.51 feet to a 1/2-inch iron rod found;
4. South 84 degrees 17 minutes 41 seconds West, a distance of 214.68 feet to a 1/2-inch iron rod found;
5. South 71 degrees 34 minutes 53 seconds West, a distance of 180.12 feet to a 1/2-inch iron rod found;
6. South 75 degrees 44 minutes 55 seconds West, a distance of 433.46 feet to a cotton spindle found;
7. South 80 degrees 42 minutes 01 seconds West, a distance of 377.54 feet to a 1/2-inch iron rod found, said iron rod being the most northerly northeast corner of a called 3.080 acre tract of land called Road Easement in W.C.C.F. No. 2014011208;

Thence, through and across aforesaid 77.902 acre tract and with the easterly line of said road easement, 764.64 feet along the arc of a curve to the right, said curve having a central angle of 49 degrees 52 minutes 11 seconds, a radius of 878.50 feet and a chord which bears South 46 degrees 35 minutes 20 seconds East, a distance of 740.73 feet to a 5/8-inch iron rod set on the southerly line of said 77.902 acre tract, also being on the northerly line of aforesaid 195.193 acre tract;

Thence, with a southerly of said 77.902 acre tract, North 68 degrees 08 minutes 38 seconds East, a distance of 901.90 feet to a nail found at a northwesterly corner of said 77.902 acre tract;

Thence with the westerly line of said 77.902 acre tract, South 20 degrees 54 minutes 54 seconds East, a distance of 3,791.46 feet to the northerly R.O.W. line of aforesaid F.M. 2243, from which a 1/2-inch iron rod found bears North 22 degrees East, a distance of 0.50 feet;

Thence, with said northerly R.O.W. line, the following five (5) courses:

1. South 69 degrees 01 minutes 48 seconds West, a distance of 1,585.42 feet to a concrete monument found;
2. 849.64 feet along the arc of a curve to the right, said curve having a central angle of 17 degrees 14 minutes 00 seconds, a radius of 2,824.79 feet and a chord which bears South 77 degrees 38 minutes 50 seconds West, a distance of 846.44 feet, from which a concrete monument found, bears North 28 degrees East, a distance of 0.50 feet;
3. South 86 degrees 15 minutes 50 seconds West, a distance of 563.49 feet to a 1/2-inch iron rod set;
4. 562.37 feet along the arc of a curve to the left, said curve having a central angle of 16 degrees 31 minutes 30 seconds, a radius of 1,949.86 feet and a chord which bears South 78 degrees 00 minutes 05 seconds West, a distance of 560.42 feet, from which a concrete monument found, bears North 82 degrees East, a distance of 0.90 feet;
5. South 69 degrees 44 minutes 20 seconds West, a distance of 71.58 feet to a 1/2-inch iron rod (1847 cap) found at the southwesterly corner of aforesaid 71.001 acre tract, also being the southeasterly corner of a call 22.60 acre tract of land recorded in the name of Dufner, Elizabeth Anne in W.C.C.F. Number 2014063697.

Thence, leaving said R.O.W. line, with the westerly line of said 71.001 acre tract, North 10 degrees 42 minutes 53 seconds West, a distance of 2,663.31 feet to the northwesterly corner of the said 71.001 acre tract, and the northeasterly corner of said 22.60 Acre tract, from which a cotton spindle found bears North 16 degrees 21 minutes 55 seconds East, a distance of 0.50 feet;

Thence, with said northerly line of a said 22.60 acre tract, and a call 17.60 acre tract of land recorded in the name of Elizabeth Anne Dufner in W.C.C.F. Number 2014063597, and a call 93.60 acre tract of land recorded in the name of Arthur and Gordon Faubion in W.C.C.F. Number 2005043418, styled tract A. the following five (5) courses:

1. South 69 degrees 14 minutes 42 seconds West, a distance of 375.66 feet to a 1/2-inch iron rod set;
2. South 69 degrees 12 minutes 50 seconds West, a distance of 185.31 feet to a 1/2-inch iron rod set;
3. South 69 degrees 16 minutes 08 seconds West, a distance of 386.65 feet to 1/2-inch iron rod found;

4. South 69 degrees 43 minutes 16 seconds West, a distance of 277.23 feet to a 1/2-inch iron rod (1847 cap) found;
5. South 69 degrees 32 minutes 42 seconds West, a distance of 957.57 feet to a 1/2-inch iron rod (1847 cap) found at the northwesterly corner of said 93.60 acre tract;

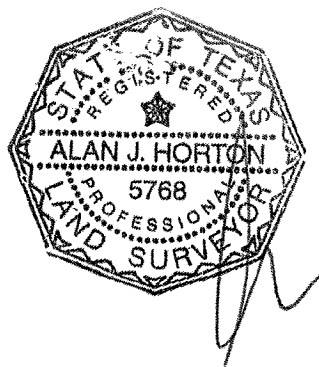
Thence, with the westerly line of said 93.60 acre tract, the following three (3) courses:

1. South 21 degrees 20 minutes 43 seconds East, a distance of 854.12 feet to a 1/2-inch iron rod (1847 cap) found;
2. South 20 degrees 57 minutes 06 seconds East, a distance of 930.97 feet to a 1/2-inch iron rod found;
3. South 20 degrees 43 minutes 36 seconds East, a distance of 754.25 feet to the aforesaid northerly R.O.W. line of F.M. 2243, from which a 1/2-inch iron rod found, bears South 01 degree East, a distance of 0.39 feet;

Thence, with said northerly R.O.W. line, the following three (3) courses:

1. 63.33 feet along the arc of a curve to the right, said curve having a central angle of 00 degree 38 minutes 16 seconds, a radius of 5,689.53 feet and a chord which bears South 78 degrees 04 minutes 28 seconds West, a distance of 63.33 feet to a 1/2-inch iron rod set;
2. South 79 degrees 37 minutes 29 seconds West, a distance of 2,643.52 feet to a 1/2-inch iron rod found;
3. South 79 degrees 44 minutes 55 seconds West, a distance of 201.05 feet to the **Point of Beginning** and containing 1,156.001 acres of land.

GBI Partners, L.P.  
Ph: 512-296-2675  
December 20, 2018



County: Williamson  
Project: Water Oak South  
Job No.: A180801  
MBS No.: 15-128

**FIELD NOTES FOR 9.410 ACRES**

Being a 9.410 acre tract of land located in the J. Thompson Survey, Abstract Number 608 and being a portion of a called 77.902 acre tract of land recorded in the name of Edwin H. Hale, Jr. in W.C.C.F. No. 2017014736, said 9.410 acres being more particularly described by metes and bounds descriptions as follows (bearings are referenced to the Texas Coordinate System, NAD 1983, Central Zone);

**Beginning** at a 1/2-inch iron rod found at the most westerly corner of said 9.410 acre tract, the northerly line of aforesaid 195.193 acre tract, and an easterly line of aforesaid 77.399 acre tract;

Thence, with the westerly line of said 9.410 acre tract, 837.65 feet along the arc of a curve to the right, said curve having a central angle of 34 degrees 46 minutes 41 seconds, a radius of 1380.00 feet and a chord which bears North 03 degrees 17 minutes 54 seconds East, a distance of 824.85 feet to a 1/2-inch iron rod found at the southerly corner of aforesaid 203.137 acre tract;

Thence, through and across said 77.902 acre tract, the following two (2) courses:

1. 231.13 feet along the arc of a curve to the left, said curve having a central angle of 12 degrees 16 minutes 44 seconds, a radius of 1078.50 feet and a chord which bears South 70 degrees 45 minutes 37 seconds East, a distance of 230.69 feet to a 1/2-inch iron rod set;
2. 696.23 feet along the arc of a curve to the right, said curve having a central angle of 55 degrees 17 minutes 21 seconds, a radius of 721.50 feet and a chord which bears South 49 degrees 15 minutes 19 seconds East, a distance of 669.53 feet to a 1/2-inch iron rod found on the northerly line of aforesaid 195.193 acre tract;

Thence, with said northerly line, the following two courses:

1. South 68 degrees 09 minutes 20 seconds West, a distance of 590.44 feet to a 1/2-inch iron rod (1847 cap) found;
2. South 67 degrees 58 minutes 56 seconds West, a distance of 242.14 feet to the Point of Beginning and containing 9.410 acres of land.

GBI Partners, L.P.  
Ph: 512-296-2675  
October 17, 2018

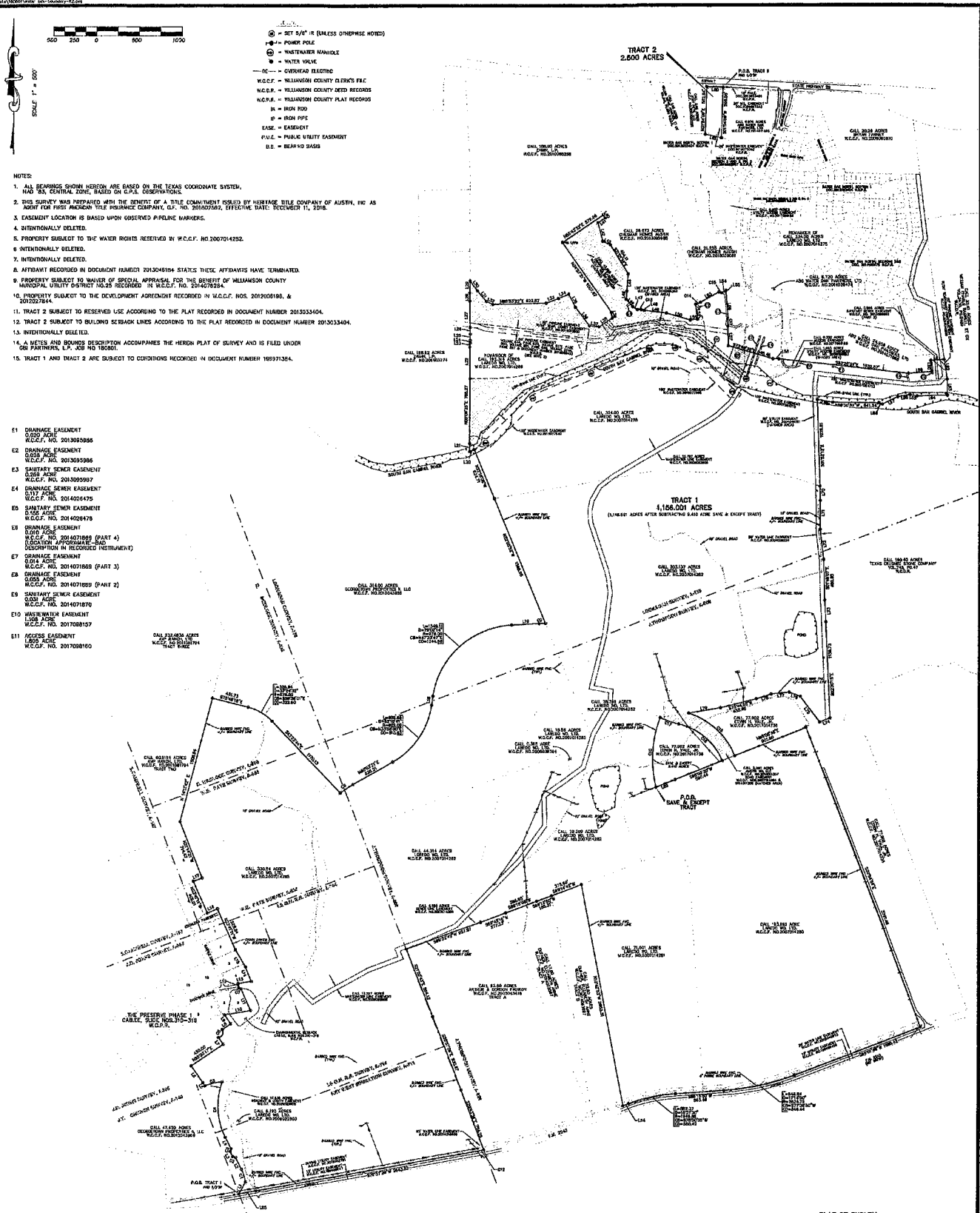


- ② SET 5/8" IR (UNLESS OTHERWISE NOTED)  
 P= POWER POLE  
 W= WASTEWATER MANHOLE  
 W= WATER VALVE  
 —DC— OVERHEAD ELECTING  
 W.C.C.F. = WILLIAMSON COUNTY CLERK'S FILE  
 W.C.R. = WILLIAMSON COUNTY DEED RECORDS  
 W.C.F.U. = WILLIAMSON COUNTY PLAT RECORDS  
 IR = IRON ROD  
 IP = IRON PIPE  
 EASE. = EASEMENT  
 P.U.E. = PUBLIC UTILITY EASEMENT  
 B.B. = BEARH DRAIN

**NOTES:**

1. ALL DEBRIS WHICH REMAINS ARE BASED ON THE TEXAS COORDINATE SYSTEM, NAD 83, CENTRAL ZONE, BASED ON C.P.R. OBSERVATIONS.
2. OUR CLIENT HAS BEEN ADVISED BY THE IDENTIFY OF A TITLE COMPANY REQUEST BY HERITAGE TITLE COMPANY OF AUSTIN, TX AS AN AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY, INC. NO. 2010070369, EFFECTIVE DATE: DECEMBER 11, 2016.
3. EASEMENT LOCATION IS BASED UPON GOSPELLED PIPELINE MARKERS.
4. INTENTIONALLY DELETED.
5. PROPERTY SUBJECT TO THE WATER RIGHTS RESERVED IN W.C.E.F. NO.2007014252.
6. INTENTIONALLY DELETED.
7. INTENTIONALLY DELETED.
8. AFFIDAVIT RECORDED IN DOCUMENT NUMBER 2010245164 STATES THESE AFFIDAVITS HAVE TERMINATED.
9. PROPERTY SUBJECT TO WAIVER OF SPECIAL APPRAISAL FOR THE BENEFIT OF WILLAMSON COUNTY MUNICIPAL UTILITY DISTRICT NOS RECORDED IN W.C.E.F. NO. 2014078284.
10. PROPERTY SUBJECT TO THE DEVELOPMENT AGREEMENT RECORDED IN W.C.E.F. NOS. 2010060180 & 201027844.
11. TRACT 2 SUBJECT TO RESERVED EASE ACCORDING TO THE PLAT RECORDED IN DOCUMENT NUMBER 2015033404.
12. TRACT 2 SUBJECT TO BUILDING SEABANK LINES ACCORDING TO THE PLAT RECORDED IN DOCUMENT NUMBER 2010330434.
13. INTENTIONALLY DELETED.
14. METERS AND BOUNDARY DESCRIPTION ACCOMPANIES THE HERDIN PLAT OF SURVEY AND IS FILLED UNDER 060 PARTNERS, L.P., JOB NO 180601.
15. TRACT 1 AND TRACT 2 ARE SUBJECT TO EASEMENTS RECORDED IN DOCUMENT NUMBER 2010973264.

- D1 DRAMMAGE EASEMENT  
 0.020 ACRES  
 W.C.C.F. NO. 2013003986  
  
 D2 DRAMMAGE EASEMENT  
 0.020 ACRES  
 W.C.C.F. NO. 2013003986  
  
 E3 SANITARY SEWER EASEMENT  
 0.04 ACRES  
 W.C.C.F. NO. 2013005967  
  
 D4 DRAMMAGE SEWER EASEMENT  
 0.04 ACRES  
 W.C.C.F. NO. 2014026475  
  
 E5 SANITARY SEWER EASEMENT  
 0.04 ACRES  
 W.C.C.F. NO. 2014026475  
  
 E6 DRAMMAGE EASEMENT  
 0.04 ACRES  
 W.C.C.F. NO. 2014026475  
 (VOID AGREEMENT)  
 (VOID AGREEMENT) (PART 2)  
 (VOID AGREEMENT) (PART 4)  
 (VOID AGREEMENT) (RECORDED INSTRUMENT)  
  
 D7 DRAMMAGE EASEMENT  
 0.04 ACRES  
 W.C.C.F. NO. 2014071869 (PART 3)  
  
 D8 DRAMMAGE EASEMENT  
 0.04 ACRES  
 W.C.C.F. NO. 2014071869 (PART 2)  
  
 E9 SANITARY SEWER EASEMENT  
 0.04 ACRES  
 W.C.C.F. NO. 2014071870  
  
 E10 WASTEWATER EASEMENT  
 0.04 ACRES  
 W.C.C.F. NO. 2017088157  
  
 A1 ACCESS EASEMENT  
 0.04 ACRES  
 W.C.C.F. NO. 2017088160



I hereby certify to Hanna/Magee, LP/LLP, and/or its successors and assigns; NCB Laredo Texas, First United Bank and Trust Company, its successors and assigns and Heritage Title Company of Austin, Inc. as agent for First American Title Insurance Company that:

(c) The survey was made on the ground on the 10th day of October, 2018, on the part of the field notes

(d) The point of reference for the subject property is controls on the immediate areas of the subject property

(e) The survey was made on the ground on the 10th day of October, 2018, on the part of the field notes

(f) The survey was made on the ground on the 10th day of October, 2018, on the part of the field notes

(g) The survey was made on the ground on the 10th day of October, 2018, on the part of the field notes

(h) The survey was made on the ground on the 10th day of October, 2018, on the part of the field notes

(i) The survey was made on the ground on the 10th day of October, 2018, on the part of the field notes

(j) The survey was made on the ground on the 10th day of October, 2018, on the part of the field notes

(k) The survey was made on the ground on the 10th day of October, 2018, on the part of the field notes

(l) The survey was made on the ground on the 10th day of October, 2018, on the part of the field notes

(m) The survey was made on the ground on the 10th day of October, 2018, on the part of the field notes

(n) The survey was made on the ground on the 10th day of October, 2018, on the part of the field notes

(o) The survey was made on the ground on the 10th day of October, 2018, on the part of the field notes

(p) The survey was made on the ground on the 10th day of October, 2018, on the part of the field notes

(q) The survey was made on the ground on the 10th day of October, 2018, on the part of the field notes

(r) The survey was made on the ground on the 10th day of October, 2018, on the part of the field notes

(s) The survey was made on the ground on the 10th day of October, 2018, on the part of the field notes

(t) The survey was made on the ground on the 10th day of October, 2018, on the part of the field notes

(u) The survey was made on the ground on the 10th day of October, 2018, on the part of the field notes

(v) The survey was made on the ground on the 10th day of October, 2018, on the part of the field notes

(w) The survey was made on the ground on the 10th day of October, 2018, on the part of the field notes

(x) The survey was made on the ground on the 10th day of October, 2018, on the part of the field notes

(y) The survey was made on the ground on the 10th day of October, 2018, on the part of the field notes

(z) The survey was made on the ground on the 10th day of October, 2018, on the part of the field notes

(c) ingress to and egress from the subject property is provided by F.M. 2243, being a paved, dedicated public right-of-way maintained by Williamson County, Texas;

(e) the herein Plot of Survey and the survey upon which it is based, represents the results of an on-the-ground survey made under my supervision and meets the minimum requirements of a Category 1A, Condition 1 Survey, as prescribed by the Texas Society of Professional Surveyors' current Manual of Practice.

Alan J. Horton  
Registered Professional Land Surveyor  
Texas Registration No. 5268



Page 250 of 570

**PLAT OF SURVEY**

---

TRACT 1 - 1,156.001 ACRES  
(1,146.591 ACRES AFTER SUBTRACTING 0.410 ACRE SAVE & EXCEPT TRACT)

TRACT 2 - 2.500 ACRES

[illegible]

D. WEDLOCK SURVEY, A-830  
WILLIAMSON COUNTY, TEXAS

WILSON, J. W. 1970. *Journal of the Royal Society of Medicine* 63: 11-12.

GBI PARTNERS, L.P.

## LAND SURVEYING CONSULTANTS

1812 CENTRAL EXPRESS DR., STE. 703 • AUSTIN, TX 78754  
PHONE: 512-296-2675 • WWW.GDMURVEY.COM  
TOLL FREE 1-818-8150 • TOLL FREE 1-818-8150

500'	JOB NO. 180801	DATE: 12-20-18
------	----------------	----------------

78	FIELD BOOK: A1609	DWG: watercock-bird
----	-------------------	---------------------

62.048 Acres

THAT PART OF THE JOHN T. CHURCH SURVEY, ABSTRACT 140 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 40.80 ACRE TRACT OF LAND CONVEYED TO HM CR 176-2243, LP BY DEED RECORDED IN DOCUMENT NO. 2018012540 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN 49.556 ACRE TRACT OF LAND CONVEYED TO HM CR 176-2243, LP BY DEED RECORDED IN DOCUMENT No. 2018023178 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod found on the south line of R. M. 2243 monumenting the northeast corner of the above referenced 40.80 Acre Tract and the northwest corner of a 44.13 Acre Tract of land conveyed to Timothy L. Kennedy by deed recorded in Document No. 2006038439 of the Official Public Records of Williamson County, Texas;

THENCE along the east line of said 40.80 Acre Tract and the west line of said 44.13 Acre Tract, S21°07'17"E a distance of 173.79 feet to a 1/2" iron rod set at a non-tangent point of a curvature to the right, being also the north corner of a 0.054 Acre Tract of land conveyed to Williamson County, Texas by deed recorded in Document No. 2019019964 of the Official Public Records of Williamson County Texas;

THENCE across said 40.80 Acre Tract, said 49.556 Acre Tract and in part along the west line of said 0.054 Acre Tract the following two courses:

1. Southwesterly along said curve, an arc length of 637.10 feet, having a radius of 965.00 feet, a central angle of 37°49'37", and a chord bearing S19°38'15"W, 625.59 feet to a 1/2" iron rod set at a point of tangency;
2. S38°33'04"W a distance of 88.92 feet to a 1/2" iron rod set on the south line of said 49.556 Acre Tract and on the north line of a 1.00 Acre Tract of land conveyed to Thomas D. Diaz III and wife Delissa R. Sharpe-Diaz by Document No. 2003019309 of the Official Public Records of Williamson County, Texas;

THENCE along the south line of said 49.556 Acre Tract and in part with the north line of said 1.00 Acre Tract and the north line of a 26.045 Acre Tract of land conveyed to Tommy Diaz by deed recorded in Document No. 2002058098 of the Official Public Records of Williamson County, Texas and along an old fence the following three courses:

1. S69°06'27"W passing the northwest corner of said 1.00 Acre Tract, in all a distance of 565.71 feet to a 1/2" iron rod with cap labeled RPLS 1847 found;
2. S68°47'24"W a distance of 569.65 feet to a 1/2" iron rod with cap labeled RPLS 1847 found;
3. S69°15'47"W a distance of 831.14 feet to a 60-d nail found;

THENCE across said 49.556 Acre Tract, N21°19'19"W a distance of 417.25 feet to the common line of said south line of the 40.80 Acre Tract and said north line of the 49.556 Acre Tract;

THENCE along said common line, S69°28'39"W a distance of 232.16 feet to a 3/8" iron rod found monumenting the southwest corner of said 40.80 Acre Tract and the southeast corner of an 89.41 Acre Tract conveyed to Anita Martinez, et al by deed recorded in Document No. 2012066513 of the Official Public Records of Williamson County, Texas;

THENCE along the west line of said 40.80 Acre Tract, the east line of said 89.41 Acre Tract, N20°57'39"W a distance of 1093.24 feet to a 1/2" iron rod set on the south line of said R. M. 2243 at the northwest corner of said 40.80 Acre Tract and the northeast corner of said 89.41 Acre Tract;

THENCE along the south line of said R. M. 2243 and the north line of said 4.081 Acre Tract the following four courses:

1. N87°13'11"E a distance of 821.47 feet to a TxDOT concrete monument found;
2. N87°11'35"E a distance of 1357.10 feet to a TxDOT concrete monument found at a point on a non-tangent curve to the left;
3. Easterly along said curve, an arc length of 384.08 feet, said curve having a radius of 2904.93 feet, a central angle of 07°34'31" and a chord bearing N83°23'40"E, 383.80 feet to a TxDOT concrete monument found;
4. N79°39'27"E a distance of 246.92 feet to the said Point of Beginning.

Containing 62.048 acres, more or less, as shown on the sketch attached.

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

*William L. Johnson* 4 OCTOBER 2019  
William L. Johnson  
Registered Professional Land Surveyor No. 5425  
State of Texas



RJ Surveying & Associates, Inc.  
2900 Jazz Street, Round Rock, Texas 78664

All iron rods set have RJ Surveying caps  
Bearings are Texas State Plane Central Zone NAD 83



# MUD ANNEXATION SURVEY

A PORTION OF THE JOHN T. CHURCH SURVEY,  
ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS

## EXHIBIT B PAGE 3 of 3

SCALE: 1"=200'

- LEGEND:
- = 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
  - = 1/2" IRON ROD SET WITH RJ SURVEYING CAP (UNLESS OTHERWISE NOTED)
  - ▲ = FOUND NAIL (AS NOTED)
  - = 1X20" CONCRETE MONUMENT FOUND
  - OPRWC = OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
  - DRWC = DEED RECORDS WILLIAMSON COUNTY

THIS DOCUMENT WAS PREPARED UNDER 22TAC 66.3(2), DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

WILLIAM L. JOHNSON  
DATE 4 DECEMBER 2019  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5925  
STATE OF TEXAS

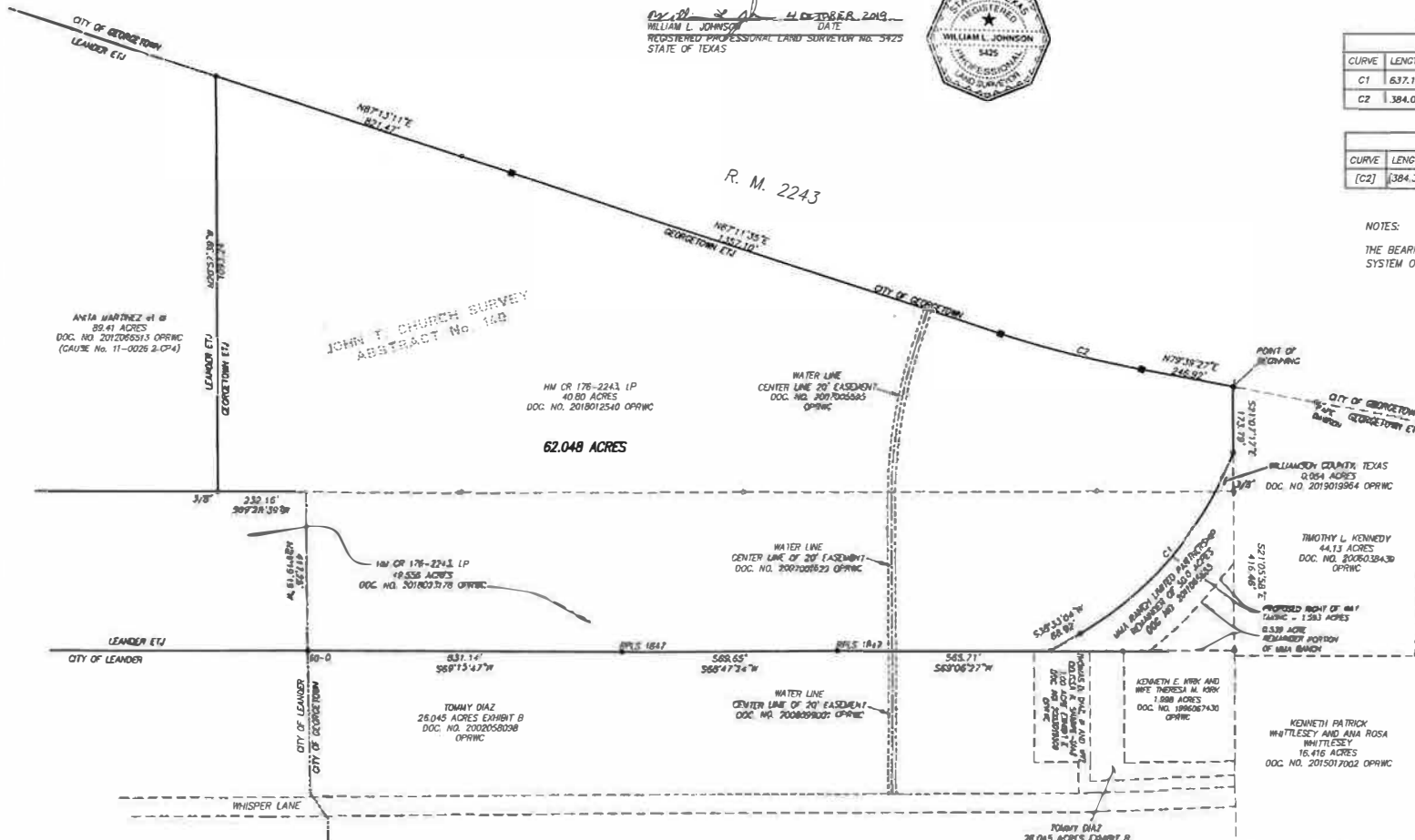


CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C1	637.10'	955.00'	037°49'33"	S19°38'15"W	625.59'
C2	384.08'	2904.93'	007°34'47"	N83°23'4"0"E	384.02'

RECORD CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
[C1]	[637.10']	[955.00']	[007°34'47"]	[N83°24'30"E]	[384.02']

### NOTES:

THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).

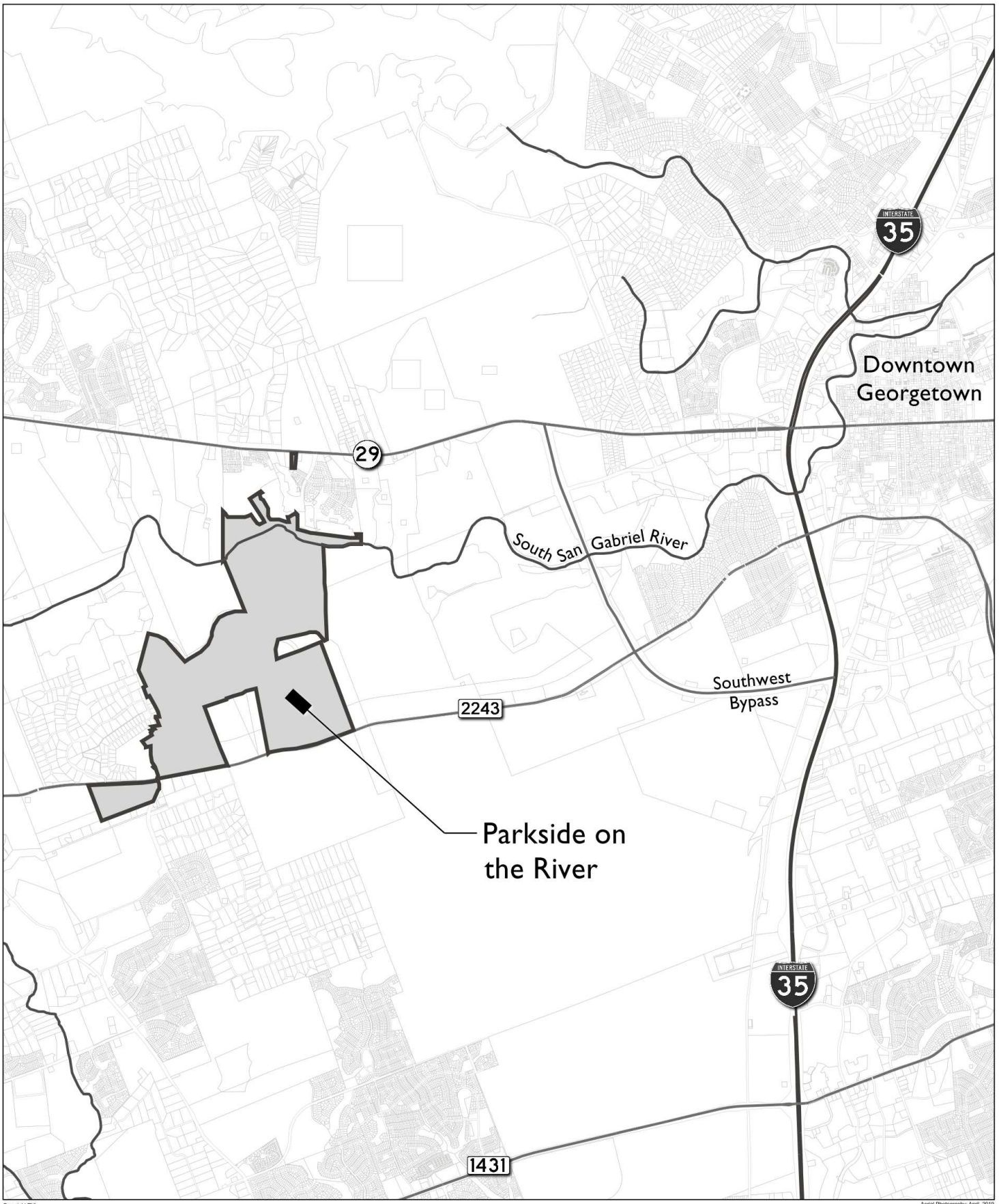


NOTE: Copyright © RJ Surveying & Associates, Inc. All rights reserved. No part of this drawing may be reproduced by photocopying, recording or by any other means, or stored, processed or transmitted in or by any computer or other systems without the prior written permission of the surveyor. Copies of this plan without an original signature and seal are not valid.

SKETCH TO ACCOMPANY DESCRIPTION  
(DESCRIBED ON A SEPARATE ATTACHMENT)

RJ SURVEYING & ASSOCIATES, INC.  
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
(512) 836-4793 FAX: (512) 836-4817  
DATE: 11 JANUARY 2018 SCALE: 1" = 200'  
FIELD BOOK: 592 JOB NO.: 2669

# Exhibit C



Copyright RVI

Aerial Photography: April, 2019

## SECOND AMENDED AND RESTATED CONSENT AGREEMENT

THE STATE OF TEXAS           §

§

COUNTY OF WILLIAMSON       §

This SECOND AMENDED AND RESTATED CONSENT AGREEMENT (“*Agreement*”) is entered into by and between the City of Georgetown, Texas, a home-rule municipality located in Williamson County, Texas (“*City*”), Laredo W.O., Ltd., a Texas limited partnership (“*LWO*”), HM Parkside, LP, a Texas limited partnership (“*HM Parkside*”), HM CR 176-2243, L.P., a Texas limited partnership (“*HM-CR*”), Williamson County Municipal Utility District No. 25, a municipal utility district created under Chapters 49 and 54 of the Texas Water Code (“*WCMUD No. 25*”) and, upon their creation, Parkside on the River Municipal Utility District No. 1 (“*POR MUD No. 1*”) and the Additional District.

### **ARTICLE I** **INTRODUCTION**

1.01 The City and LWO previously entered into that certain "Amended and Restated Development Agreement Concerning the Water Oak Subdivision (f/k/a ABG Subdivision)," dated to be effective on March 14, 2012, recorded in the Official Public Records of Williamson County, Texas as Document No. 2012027884 (the "*Amended and Restated Development Agreement*"), which was amended by the "First Amendment to the Amended and Restated Development Agreement Concerning the Water Oak Subdivision," dated to be effective on November 11, 2015, recorded in the Official Public Records of Williamson County, Texas as Document No. 2016008515 (the "*First Amendment*") (collectively, the Amended and Restated Development Agreement and First Amendment are referred to herein as the (“*Original Development Agreement*”) pertaining to approximately 1,354.715 acres of land, more or less, in Williamson County, Texas, which is described on **Exhibit A**, attached (the "*Original Land*").

1.02 The City, WCMUD No. 25, and LWO also entered into that certain "Amended and Restated Consent Agreement," dated to be effective on January 11, 2012, and recorded in the Official Public Records of Williamson County, Texas as Document No. 2012006198 ("*Original Consent Agreement*"), pertaining to the Original Land.

1.03 On or about June 6, 2016, LWO filed a petition for relief under Chapter 11 of the United States Bankruptcy Code (*In Re: Laredo WO, Ltd, Debtor*, Case No. 16-51297-RBK), in the United States Bankruptcy Court for the Western District of Texas, San Antonio Division); subsequently HCB Laredo Texas, LLC, a Colorado limited liability company (“*HCB Laredo*”), foreclosed upon 3 tracts of land out of the Original Land as reflected in the May 1, 2018 Substitute Trustee’s Deed recorded as Document No. 2018037421 in the Official Public Records of Williamson County, Texas, in the September 6, 2018 Substitute Trustee’s Deed recorded under Document No. 2018080102, Official Records of Williamson County, Texas, and in the September

6, 2018 Substitute Trustee's Deed recorded under Document No. 2018080103, Official Records of Williamson County, Texas (collectively, the "*Foreclosure Deeds*").

1.04 HM Parkside acquired from HCB Laredo the portions of the Original Land described in the Foreclosure Deeds, being 1,143.511 acres of land plus Lot 2, Block G, Water Oak North Section 1, a subdivision in Williamson County, Texas ( "*Lot 2 Block G*"), both tracts being part of the Original Land, by Special Warranty Deed dated December 31, 2018 recorded as Document No. 2018114043 in the Official Public Records of Williamson County, Texas. Separately, HM Parkside acquired from LWO 3.080 acres of land out of the Original Land by Special Warranty Deed dated December 28, 2018 recorded as Document No. 2018114044 in the Official Public Records of Williamson County, Texas (the "*LWO Deed*"), so HM Parkside currently owns 1,146.5911 acres out of the Original Land as described in the Foreclosure Deeds (which include Lot 2, Block G) and the LWO Deed (the property described in the Foreclosure Deeds (which includes Lot 2, Block G) and LWO Deed is collectively referred to herein as the "*Remainder Property*"). The Remainder Property is more particularly described on **Exhibit B** attached. The Original Land save and except the Remainder Property may be referred to as the "*Water Oak Property*"

1.05 Affiliated LP owns (a) approximately 40.746 acres of additional land located south of RM 2243 being the 40.80 acres acquired from RM 2243, Ltd., a Texas limited partnership by Special Warranty Deed with Vendor's Lien dated February 13, 2018 recorded as Document No. 2018012540 in the Official Public Records of Williamson County, Texas, save and except 0.054 acres conveyed to Williamson County by Deed recorded under Document No. 2019019964 of the Official Public Records of Williamson County, Texas (the "*40 Acres*"), and (b) approximately 49.556 acres of additional land located south of RM 2243 acquired from MMA Ranch Limited Partnership, a Texas limited partnership by Special Warranty Deed with Vendor's Lien dated March 16, 2018 recorded as Document No. 2018023178 in the Official Public Records of Williamson County, Texas (the "*49 Acres*"). The 40 Acres plus approximately 21.305 acres of the 49 Acres (the "*21.305 Acres*") are located within the extraterritorial jurisdiction of the City. The remainder of the 49 Acres, being approximately 28.251 acres, is located within the extraterritorial jurisdiction of the City of Leander and is not included in this Agreement. The 40 Acres and the 21.305 Acres are referred to collectively herein as the "*2243 South Tract.*" The 2243 South Tract, consisting of 62.048 acres, more or less, is described on **Exhibit C** attached. The 2243 South Tract and the Remainder Property are referred to herein collectively as the "*Parkside Property*". The Parkside Property is shown on the area map attached as **Exhibit D**.

1.06 Prior to the date of this Agreement, LWO conveyed to ABG Water Oak Partners, Ltd., a Texas limited partnership, all remaining developable portions of the Water Oak Property.

1.07 Before the date of this Agreement, pursuant to the Original Consent Agreement and City of Georgetown Resolution No. 022608-F, by order dated December 10, 2009, the Texas Commission on Environmental Quality created WCMUD No. 25 consisting of 249.721 acres of land out of the Original Land located north of the River. On May 31, 2012, WCMUD No. 25, pursuant to City of Georgetown Resolution No. 052212-T, annexed an additional 246.745 acres of land out of the Original Land located south of the River into the boundaries of WCMUD No. 25. On August 19, 2014, WCMUD No. 25, pursuant to City of Georgetown Resolution No. 081214-J, annexed an additional 48 acres of land out of the Original Land into the boundaries of WCMUD

No. 25. As of the Effective Date, WCMUD No. 25 consists of approximately 544.466 non-contiguous acres of land out of the Original Land, portions of which are included in the Parkside Property and portions of which are included in the Water Oak Property. The boundaries of WCMUD No. 25 are more particularly described on **Exhibit E** attached.

1.08 On August 27, 2019, pursuant to City of Georgetown Resolution No. 082719-W, the City consented to the creation of POR MUD No. 1 over approximately 272.512 acres of land out of the Parkside Property located south of the River. A copy of Resolution No. 082719-W is attached as **Exhibit F**. As of the Effective Date, the TCEQ has not yet issued an order approving the creation of POR MUD No. 1, and the confirmation election has not yet been held.

1.09 On even date herewith, HM Parkside, HM-CR, and the City are entering into the Parkside Development Agreement addressing the development of the Parkside Property, which will supersede and replace the Original Development Agreement as to the Parkside Property. Development of the Water Oak Property will continue to be controlled by the Original Development Agreement, as same may be amended (the “*Water Oak Development Agreement*”).

1.10 The Parties to this Agreement now desire to amend the Original Consent Agreement to acknowledge creation of WCMUD No. 25 by the Texas Commission on Environmental Quality; acknowledge the City’s consent to creation of POR MUD No. 1; acknowledge and address the transfer of ownership of the Remainder Property and the inclusion of the 2243 South Tract; make changes to the Bond Issuance provisions; revise matters pertaining to the Master Development Fee; clarify that the City is the exclusive water and wastewater provider to the Water Oak Property and the Parkside Property and that no other persons, entities or Parties (or their permitted assigns) have the right to provide water or wastewater service to either the Water Oak Property or the Parkside Property; and address other rights and obligations of the Parties in light of the changed circumstances generally described in Article I hereof.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows.

## **ARTICLE II**

### **RECITALS; DEFINITIONS**

2.01 The Parties agree that the Recitals in **Sections 1.01** through **1.10** are true and correct in all material respects and are a part of this Agreement.

2.02 In addition to the terms defined above in Article I, capitalized words used in this Agreement shall have the meanings set forth below:

*21.305 Acres:* Has the same meaning set out in **Section 1.05**.

*40 Acres:* Has the same meaning set out in **Section 1.05**.

*49 Acres:* Has the same meaning set out in **Section 1.05**.

*Additional District:* The third and last municipal utility district that may be created in accordance with Chapter 54 of the Texas Water Code and this Agreement over the portion of the Parkside Property that is not within the boundaries or definitions of: (a) WCMUD No. 25, (b) POR MUD No. 1, (c) the 2243 South Tract (being annexed into WCMUD No. 25 as provided in **Article IV**), or (d) the Parkland.

*Agreement:* This “Second Amended and Restated Consent Agreement” by and between the City, LWO, HM Parkside, HM-CR, WCMUD No. 25 and, when formed, POR MUD No. 1 and the Additional District, together with all exhibits listed below and referred to herein, which are incorporated into the Agreement by this reference.

*Assignee:* Has the meaning set out in **Section 13.02(c)(2)**.

*Authorized Assignee:* As to the Remainder Property, means HM Parkside Development, Inc., a Texas corporation, and as to the 2243 South Tract means HM CR 176-2243 Development, Inc., a Texas corporation, together with any other entity controlled by, controlling, or under common control with HM Parkside or HM-CR.

*Bond:* Bonds, notes, or other obligations, including refunding or refinancing of same, issued or reissued by a District.

*Bond Issue Notice:* Has the meaning set out in **Section 11.04**.

*Bridge:* A portion of Parkside Parkway to be constructed by HM Parkside consisting of a 4-lane bridge with a 6’ pedestrian sidewalk adjacent to a lane of traffic that bisects the Parkland and spans the River in the approximate location shown on the Land Use Plan attached as **Exhibit F to the Parkside Development Agreement**.

*City:* The City of Georgetown, Texas, a home rule city located in Williamson County, Texas.

*City Objection:* Has the meaning set out in **Section 11.05**.

*Completion:* Has the meaning set out in the Parkside Development Agreement.

*Default Notice:* Has the meaning set out in **Section 13.03**.

*Defaulting Party:* Has the meaning set out in **Section 13.03**.

*Development Agreements:* Collectively, the Parkside Development Agreement and the Water Oak Development Agreement.

*Developer Parties:* Collectively, HM Parkside, HM-CR and LWO.

*District(s):* When singular, WCMUD No. 25, POR MUD No. 1, or the Additional District as the context indicates; when plural, all of them.

*District Confirmation Date:* As to each District, the date that the TCEQ issued (or will or will issue) an order approving creation of WCMUD No. 25, POR MUD No. 1, or the Additional District, as applicable.

*Effective Date:* The latest date accompanying the signature lines of the duly authorized representatives of the Initial Parties on this Agreement.

*Exclusion Tract No 1:* Approximately 267.3 acres of land which was de-annexed (excluded) from the City limits by City Ordinance No. 2012-55 pursuant to Section 2.03(e) of the Original Consent Agreement and Section 2.01 of the Original Development Agreement.

*Exclusion Tract No 2:* The approximately 80 acres of land in the Remainder Property located within the corporate limits of the City as of the Effective Date described on **Exhibit F**, and to be de-annexed by the City pursuant to the terms and conditions set forth in **Article III**.

*First Bond Issuance:* Bonds in the amount of EIGHT MILLION ONE HUNDRED FIFTY THOUSAND U.S. DOLLARS (\$8,150,000) issued by WCMUD No. 25 on the First Bond Issuance Date.

*First Bond Issuance Date:* August 29, 2019.

*Foreclosure Deeds:* Has the same meaning set out for this term in **Section 1.03**.

*HCB Laredo:* Has the same meaning set out for this term in **Section 1.03**.

*HM CR:* HM CR 176-2243, LP a Texas limited partnership.

*HM Parkside:* HM Parkside, LP, a Texas limited partnership.

*Initial Parties:* Collectively, the City, HM Parkside, HM-CR, LWO, and WCMUD No. 25.

*Land:* The Original Land plus the 2243 South Tract; the Land is more particularly described on **Exhibit H**, attached.

*Lot 2, Block G:* Has the meaning set out in **Section 1.04**.

*LWO:* Laredo W.O., Ltd., a Texas limited partnership.

*Master Development Fee:* The fee paid to the City in installments, out of net bond reimbursements payable to the Developer Parties from the proceeds of the issuance of Bonds by WCMUD No. 25, as more particularly described in **Article VIII**.

*Monetary Default:* Has the meaning set out in **Section 13.03**.

*Off-Site Facilities:* The South San Gabriel Interceptor.

*On-Site Facilities:* All water, wastewater, drainage, road and bridge facilities internal to the Land that are necessary to serve the Land, but not the Off-Site Facilities.

*Original Consent Agreement:* Has the meaning set out in **Section 1.02**.

*Original Consent Agreement Effective Date:* January 11, 2012.

*Original Development Agreement:* Has the meaning set out in **Section 1.01**.

*Original Land:* Has the meaning set out in **Section 1.01**.

*Parkland:* approximately 75 acres (such acreage estimate excludes the estimated area to be included in the ROW described below) of the Parkside Property designated “Parkland” on the Land Use Plan attached as **Exhibit F to the Parkside Development Agreement**. The Parkland is located on both sides of the River and extends across the entire east-west width of the Land, but excludes areas to be dedicated as ROW for Parkside Parkway (as defined in the Parkside Development Agreement) and the Bridge.



*Parkside Development Agreement:* The Development Agreement by and between the City, HM Parkside, and HM-CR pertaining to the development of the Parkside Property, which was approved by the City Council on October 8, 2019 by City Ordinance No. 2019- \_\_ .

*Parkside Property:* Collectively, the Remainder Property and the 2243 South Tract.

*Parties:* Collectively, the Initial Parties and, upon their execution of this Agreement, POR MUD #1 and the Additional District.

*POR MUD No. 1:* Parkside on the River Municipal Utility District No. 1, the second municipal utility district allowed to be created under the Original Consent Agreement, whose creation the City Council consented to on August 27, 2019 via Resolution No. 082719-W, and which will, upon its creation, have the boundaries described in **Exhibit I**, subject to the TCEQ's approval and a confirmation election.

*Remainder Property:* Has the meaning set out in **Section 1.05**.

*River:* The South Fork of the South San Gabriel River as it traverses the Land.

*South San Gabriel Interceptor:* That certain wastewater gravity collection main of various diameters beginning at the Wolf Ranch Lift Station west of IH-35 and extending across the Land which is further described in **Original Agreement Exhibit E**.

*Tax Rate Limit:* Has the meaning set out in **Section 11.02**.

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

*UDC:* The City's Unified Development Code dated and in effect on June 1, 2011, excluding those provisions relating to zoning.

*WCMUD No. 25:* Williamson County Municipal Utility District No. 25, a municipal utility district created by the TCEQ pursuant to the Original Consent Agreement.

*Water Oak Development Agreement:* Has the meaning set out in **Section 1.09**.

*Water Oak Property:* Has the meaning set out in **Section 1.04**.

## **ARTICLE II REPRESENTATIONS REGARDING ACTIONS UNDER THE ORIGINAL CONSENT AGREEMENT**

### **2.01 Status of Actions Under the Original Consent Agreement**

(a) The Initial Parties agree that the following statements are true and correct as of the Effective Date:

- (1) Exclusion Tract No. 1 has been de-annexed from the corporate limits of the City via City Ordinance No. 2012-55 pursuant to Section 2.03(e) of the Original Agreement.
- (2) WCMUD No. 25 has been created over a portion of the Original Land pursuant to terms and conditions of the Original Consent Agreement.

- (3) WCMUD No. 25 issued the First Bond Issuance on the First Bond Issuance Date, and WCMUD No. 25 has not issued any other Bonds.
- (4) No District except WCMUD No. 25 has been created as of the Effective Date but the City Council has passed and approved Resolution No. 082719-W consenting to the creation of POR MUD No. 1; the submittal of a creation petition to the TCEQ and confirmation election are pending for POR MUD No. 1.
- (5) No District other than WCMUD No. 25 has issued Bonds.
- (6) The Administrative Fee required by Section 2.05(a) of the Original Consent Agreement has been paid to the City.
- (7) The Master Development Fee associated with the First Bond Issuance has been paid to the City.
- (8) The Off-Site Facilities have been completed and accepted by the City for ownership, operation, and maintenance.

### **ARTICLE III**

#### **DE-ANNEXATION OF EXCLUSION TRACT NO. 2**

3.01 HM Parkside may request de-annexation of Exclusion Tract No. 2 from the corporate limits of the City pursuant to Section 1.06 of the City Charter. After receipt of a petition requesting same, the City will proceed with reasonable diligence and in good faith to commence the process to de-annex Exclusion Tract No. 2 from the corporate limits of the City in accordance with Section 1.06 of the City Charter. HM Parkside agrees to cooperate with the City to accomplish such de-annexation, including paying applicable fees and expenses for the de-annexation process.

3.02 The Parties further agree that the City has no obligation to refund to any Developer Party any taxes or fees collected by the City during the period that Exclusion Tract No. 2 was included in the City's corporate limits.

3.03 Prior to the second reading of the City ordinance de-annexing Exclusion Tract No. 2 from the corporate boundaries of the City, HM Parkside must (i) provide evidence to the City that there are no delinquent or outstanding City taxes pertaining to Exclusion Tract No. 2, and (ii) pay the pro rata share of all City taxes and fees pertaining to Exclusion Tract No. 2 calculated as of the effective date of the de-annexation ordinance. Any rollback City taxes on Exclusion Tract No. 2 that may become due upon a subsequent change in the use of the Land will remain payable to the City by HM Parkside notwithstanding that such due date may occur after the de-annexation occurs.

**ARTICLE IV**  
**ANNEXATION OF LAND INTO WCMUD NO. 25**

4.01 The City acknowledges receipt of WCMUD No. 25's and HM-CR's September 17, 2019 "Petition for Consent to Annex Land into Williamson County Municipal Utility District No. 25", in accordance with Section 54.016 of the Texas Water Code, Section 42.042 of the Texas Local Government Code, and Section 13.10 of the UDC for annexation of the 2243 South Tract into WCMUD No. 25.

4.02 On October 8, 2019, the City Council approved Resolution No. 10082019-O attached as **Exhibit J**, consenting to the inclusion of the 2243 South Tract within the boundaries of WCMUD No. 25. The City agrees that the Resolution will be deemed to constitute the City's consent to the annexation of the 2243 South Tract into WCMUD No. 25. No further action will be required on the part of the City to evidence its consent to the annexation of the 2243 South Tract into WCMUD No. 25; however, the City agrees to provide any additional confirmation of its consent that may be required by HM-CR or WCMUD No. 25 if requested to do so.

4.03 WCMUD No. 25 or HM-CR shall provide the City with certified copies of all orders or resolutions effectuating the lawful annexation of the 2243 South Tract into WCMUD No. 25 within ten (10) days after the effective date of same.

**ARTICLE V**  
**ADDITIONAL DISTRICT**

5.01 HM Parkside may file a petition with the City, in accordance with Section 54.016 of the Texas Water Code, Section 42.042 of the Texas Local Government Code, Section 13.10 of the UDC, and this Agreement for creation of the Additional District.

5.02 The petition for creation of the Additional District must (i) describe by metes and bounds the boundaries of the Additional District, (ii) contain HM Parkside's express acknowledgement that the City's consent shall be subject to the terms and conditions of this Agreement; and (iii) include a copy of this Agreement as an exhibit to the creation petition.

5.03 At least thirty (30) days before the submission of a creation application to the TCEQ for the Additional District, HM Parkside agrees to submit to the City a draft of the creation application and all supporting documents. The City shall have thirty (30) days to review and comment on the draft. In addition, the City shall be entitled to review and request additional information about each individual designated as an initial director of the Additional District.

5.04 The City agrees that this Agreement will be deemed to constitute the City's consent to the creation of the Additional District. No further action will be required on the part of the City to evidence its consent to the creation of the Additional District; however, the City agrees to provide any additional confirmation of its consent that may be required by HM Parkside or a District if requested to do so.

5.05 HM Parkside covenants and agrees to cause POR MUD No. 1 and the Additional District to approve, execute, and deliver this Agreement (in this form) to all Parties within ninety (90) days after the applicable District Confirmation Date. The Parties agree that this Agreement shall be effective as to a District when signed by an authorized representative of the District and without further action by any of the other Parties. HM Parkside shall record a memorandum of execution (or similar instrument) in the Official Public Records of Williamson County, Texas evidencing approval and execution of this Agreement by the applicable District.

## **ARTICLE VI**

### **LIMITATIONS ON AUTHORITY OF DISTRICTS**

6.01 Except as otherwise stated in this Agreement or a Development Agreement, no District is authorized to exercise the power of eminent domain to acquire any interest in property that is located outside the boundaries of that District as then approved by the TCEQ except when such power is exercised upon the express written consent of the City. Notwithstanding the generality of the foregoing, the City hereby consents to use of eminent domain powers by a District to acquire land for the Water Transmission Line (as that term is defined in the Parkside Development Agreement, which definition is incorporated herein by this reference).

6.02 In furtherance of the purposes of this Agreement, WCMUD No. 25, the Developer Parties and, when created, POR MUD NO. 1 and the Additional District, on behalf of themselves and their respective successors and assigns, covenant and agree that, except upon written consent of the City, none of them shall: (1) seek or support any effort to incorporate the Land or any part of the Land, or seek to include the Land or any part of the Land within the boundaries of any other special district, assessment jurisdiction, other municipality, or any other incorporated entity other than the City; or (2) sign, join in, associate with, assist with, or direct to be signed any petition seeking to incorporate the Land or any part of the Land or seeking to include the Land or any part of the Land within the boundaries of any other special district, assessment jurisdiction, other municipality, or any other incorporated entity other than the City.

## **ARTICLE VII**

### **LIMITS ON ANNEXATION**

7.01 HM Parkside agrees that the City may annex all portions of the Parkland (except those portions inadvertently included in the boundaries of WCMUD No. 25 in 2009, if any) into the City limits any time after transfer of the Parkland by HM Parkside to the City in accordance with Section 4.04 of the Parkside Development Agreement and at the City's convenience, and hereby expressly consents to such annexation by the City of such portions of the Parkland.

7.02 The City agrees that, except for portions of the Parkland inadvertently included in the boundaries of WCMUD No. 25 in 2009 as described in Section 7.01, it will not annex or re-annex any of the Land until the earlier of (a) expiration or termination of this Agreement, or (b) with respect to the particular District in which the Land to be annexed or re-annexed is located, the date of completion of at least 90% of the construction of the public infrastructure necessary to serve all of the Land within that District with water, wastewater, and drainage facilities consistent with the applicable Development Agreements, and either:

(i) all relevant Developer Parties within the District have been reimbursed by the District in accordance with the rules of the TCEQ and the terms and conditions of the applicable Development Agreement, or

(ii) the City has expressly agreed to assume the obligation to reimburse the affected Developer Party under the TCEQ rules.

7.03 Except for the 2243 South Tract (being annexed as described in **Article IV**), WCMUD No. 25 shall not annex any other land into its boundaries without the City's express written consent evidenced by a Resolution of the City Council.

7.04 POR MUD No. 1 shall not annex into its boundaries the Parkland, land included in any other District (including the 2243 South Tract), or any land outside the boundaries of the Land without the City's express written consent evidenced by a Resolution of the City Council and a written amendment to this Agreement signed by the Parties.

7.05 The Additional District shall not annex into its boundaries the Parkland, land included in any other District (including the 2243 South Tract), or any land outside the boundaries of the Land without the City's express written consent evidenced by a Resolution of the City Council and a written amendment to this Agreement signed by the Parties.

## **ARTICLE VIII**

### **MASTER DEVELOPMENT FEE**

8.01 As additional consideration for this Agreement and the Original Consent Agreement, the Developer Parties shall pay the City a Master Development Fee, which will be full payment to the City of all fees due to the City in connection with the approval of this Agreement, but which is in addition to any other applicable City fees and sums due under the Development Agreements.

8.02 The maximum Master Development Fee payable under this Agreement is an amount equal to the difference between the Bridge Cost Estimate (defined in the Parkside Development Agreement) and the Bridge Contribution Payment (defined in the Parkside Development Agreement). The Master Development Fee will be paid to the City in installments, out of net bond reimbursements payable to the Developer Parties from the proceeds of the issuance of Bonds by WCMUD No. 25, at the rate of 10% of all net bond reimbursements payable from the particular WCMUD No. 25 Bond issue to any Developer Party. The calculation of each Master Development Fee payment will be in accordance with the formula attached hereto as **Exhibit K**. The Developer Parties and WCMUD No. 25 shall ensure that each Master Development Fee installment payment will be paid to the City in conjunction and simultaneously with a Developer Party's receipt of reimbursement from each Bond issue. Bonds may be issued prior to submission of the Bridge Cost Estimate and any Master Development Fee payments received by the City prior thereto shall be credited against the maximum Master Development Fee payable under this **Section 8.02**. The Master Development Fee shall be used to pay for the design and construction of the Bridge as provided in the Parkside Development Agreement, and the obligation to pay the Master Development Fee shall cease on Completion of the Bridge.

8.03 The City, the Developer Parties and WCMUD No. 25 agree that the payment of the Master Development Fee is to be paid solely from reimbursements payable to the Developer Parties as Bonds are issued. Each Developer Party hereby partially assigns (or, as to LWO, confirms the prior partial assignment made in the Original Consent Agreement) to the City 10% of all net bond reimbursements which otherwise would be payable to such Developer Party by WCMUD No. 25 through the issuance of one or more series of bonds by the District. The District confirms this **Section 8.03** constitutes notice to the District of such partial assignment. The Parties agree this partial assignment terminates upon Completion of the Bridge and cessation of the obligation to pay installments of the Master Development Fee.

## **ARTICLE IX**

### **LAND USE, PARKS AND ROADWAYS**

9.01 The Land shall be developed in accordance with the standards and requirements set forth in the City's separate Development Agreements with the Developer Parties.

9.02 Parkland and certain additional land for civic uses shall be donated and/or dedicated in accordance with the City's separate Development Agreements with the Developer Parties. Roadway improvements and the traffic plan shall also be developed in accordance with the City's separate Development Agreements with the Developer Parties.

9.03 Road powers of the Districts shall be limited to right of way acquisition, design, construction, and financing of roads, including the issuance of bonds, and shall not include the operation and maintenance of such roads, as such roads will be conveyed to Williamson County for operation and maintenance, as more particularly described in the applicable consent resolutions of the Districts.

## **ARTICLE X**

### **WATER, WASTEWATER, AND OTHER SERVICES**

10.01 **Water Services.** The City shall be the exclusive water service provider to the Land, subject to construction by the Developer Parties or the Districts of the public improvements necessary to allow such service per the terms and conditions of the Development Agreements, acceptance of the public improvements by the City, and payment of impact fees. Retail customers of the Districts receiving retail water service from the City shall pay the applicable water rates for customers located outside of the City limits. The Developer Parties and the Districts are all prohibited from providing retail and wholesale water services to connections on the Land or on any other property, or directly or indirectly to any customers. The impact fee rates are as set out in the Development Agreements.

10.02 **Wastewater Services.** The City shall be the exclusive wastewater service provider to the Land, subject to construction by the Developer Parties or the Districts of the public improvements necessary to allow such service per the terms and conditions of the Development Agreements, acceptance of same by the City, and payment of impact fees. Retail customers of the Districts receiving retail wastewater service from the City shall pay the applicable wastewater

rates for customers located outside of the City limits. The Developer Parties and the Districts are all prohibited from providing retail and wholesale wastewater services to connections on the Land or on any other property, or directly or indirectly to any customers. The impact fee rates are as set out in the Development Agreements.

**10.03 Garbage Services.** Garbage pick up services shall be provided by the City's solid waste services provider, and customers located on the Property shall be Tier III Customers, as set forth in the City's Code of Ordinances Section 13.04.180.

**10.04 Police, Fire, and EMS Services.** The Land is within the jurisdictional boundaries of Williamson County Emergency Services District No. 8. The City shall have no responsibility for providing police, fire or EMS services to the Land because the City is not the authorized provider of those services to the Land.

**10.05 Construction of On-Site Facilities.** The Developer Parties and/or the Districts shall construct all On-Site Facilities necessary to serve the Land in accordance with the terms and conditions of the Development Agreements and the City ordinances and construction standards specified in the Development Agreements. The Developer Parties and/or the Districts shall be solely responsible for obtaining all easements necessary for the construction of the On-Site Facilities at no cost to the City (except as may be expressly stated to the contrary in a Development Agreement, such as with respect to the Water Transmission Line).

**10.06 Ownership, Maintenance and Operation of the Water and Wastewater On-Site Facilities.** The City agrees to operate and maintain the water and wastewater On-Site Facilities (for purposes of this Agreement, the On-Site Facilities include the Water Transmission Line and Wastewater Interceptor, as such terms are defined in the Parkside Development Agreement) after its acceptance of any such facilities, assignment of all applicable warranties and guaranties for same to the City, and delivery of a one-year maintenance bond for such facilities from the construction contractor to the City in a form acceptable to the City. All revenues generated from the operation of the water and sewer system by the City shall remain with the City. The City agrees to provide the same level of service to customers within the Land that it provides to the City's other similarly situated out-of-city customers.

**10.07 Ownership, Maintenance and Operation of Roadways.** The Land is outside the corporate boundaries of the City; therefore, the City shall have no responsibility for the ownership, maintenance, or operation of any roadways within the Land or associated with the development of the Land.

**10.08 No Additional Fees.** Except as provided otherwise in this Agreement or the Development Agreements, the City shall not impose or charge any additional fee or charge on the residents or property owners on the Land unless such fee or charge is imposed or charged on similarly classified property owners by the City and such fee or charge is equal to or less than the fee or charge imposed on similarly classified property owners.



**ARTICLE XI**  
**ISSUANCE OF BONDS; SETTING TAX RATES:**

**11.01 Issuance of Bonds.** The Districts may issue Bonds as permitted by Section 13.10 of the UDC, this Agreement, and other applicable law, as this Agreement and such other applicable law may be amended from time to time. In the event of conflict between Section 13.10 of the UDC and this Agreement, this Agreement shall control. Additionally, the Districts are authorized to issue Bonds for the construction, design, acquisition, repair, extension, or improvement of roads, parks, trails, and recreational facilities, as may be limited by **Section 9.03**. The issuing District shall not issue Bonds that do not meet the requirements of this Agreement without the prior approval of the City Council. POR MUD No. 1 and the Additional District may not issue Bonds until after the issuing District has executed this Agreement and delivered evidence of same to the Parties as required by this Agreement.

**11.02 Tax Rate.** In consideration of the City's consent to the creation of the Districts, the Districts agree that any TCEQ order approving a Bond issue (or the accompanying staff memorandum) must contain a finding, made in accordance with the TCEQ's then-existing rules, that it is feasible to sell the Bonds and maintain a projected total tax rate for the issuing District (inclusive of both the debt service portion and the operation and maintenance portion) of not more than **\$0.92 per \$100** in assessed valuation (the "**Tax Rate Limit**"). The foregoing shall not be construed as a limitation on a District's authority to levy an unlimited tax rate, it being understood and acknowledged that the Districts' Bonds shall be payable from and secured by a pledge of the proceeds of an ad valorem tax, without legal limit as to rate or amount. It is agreed that the Tax Rate Limit is sufficient to accomplish the purposes of the Districts, and that the Developer Parties and the Districts have voluntarily agreed to the Tax Rate Limit.

**11.03 Bond Requirements.** The Districts shall obtain all necessary authorizations for Bonds in accordance with this Agreement and with Section 13.10 of the UDC. To the extent of a conflict with Section 13.10 of the UDC, the terms of this Agreement shall control. All Bonds issued by a District must comply with the following requirements:

- (a) Have a maximum maturity of thirty (30) years from the date of issuance for any one series of Bonds; and
- (b) Have an interest rate that does not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one month period immediately preceding the date that the notice of sale of such Bonds is given; and
- (c) Expressly provide that the issuing District shall reserve the right to redeem Bonds at any time beginning not later than the tenth (10<sup>th</sup>) anniversary of the date of issuance, without premium. No variable rate Bonds shall be issued by a District; and
- (d) Any refunding Bonds of a District must provide for a minimum of three percent (3%) present value savings, and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds; and

- (e) The latest Bond issuance date for WCMUD No. 25 shall be the date that is fifteen (15) years after the date of the First Bond Issuance Date, the latest Bond issuance date for POR MUD No. 1 shall be the date that is fifteen (15) years after the date of first Bond issuance by POR MUD No. 1 and the latest Bond issuance date for the Additional District shall be the date that is fifteen (15) years after the date of first Bond issuance by the Additional District.

**11.04 Certifications and Notice.** At least thirty (30) days before submission of an application for issuance of Bonds to the TCEQ or the Attorney General, whichever occurs first, the issuing District shall provide to the City Secretary, City Manager and City Director of Finance and Administration:

- (a) The written certification of (i) the issuing District's financial advisor that the Bonds are being issued within the then-current economic feasibility guidelines established by the TCEQ for districts in Williamson County and in conformity with this Agreement; and (ii) the issuing District that either the applicable Developer Party(ies) and issuing District are not in breach of any consent resolution of a District, this Agreement, or the applicable Development Agreement *or* if multiple Developer Parties will receive proceeds from a Bond issue in WCMUD No. 25, and the certification in this phrase (ii) cannot be made as to all Developer Parties, of the nature of the breach and the Developer Party who is in breach; and
- (b) A notice (a "**Bond Issue Notice**") containing (a) the amount of Bonds being proposed for issuance; (b) a general description (to include, at a minimum, the name of each project being reimbursed and the Developer Parties proposed to receive the reimbursement) of the projects to be funded and/or the Bonds to be refunded by such Bonds; (c) the proposed debt service of the issuing District, and (d) the issuing District's tax rate after the issuance of the Bonds.

As to the above certifications and any other matter required by this Article XI to be certified in writing, the Developer Parties and Districts hereby represent and warrant that every statement in any certification shall be true and correct in all material respects and that the person signing the certification will have been given the requisite authority to do so on behalf of the issuing District. If the issuing District is not required to obtain TCEQ or Attorney General approval of the issuance of the Bonds, the issuing District shall deliver such certifications and Bond Issue Notice to the City Secretary, City Manager and City Director of Finance and Administration at least sixty (60) days prior to the issuance of Bonds, except for refunding Bonds.

**11.05 Bond Objections.** The City shall have a period of sixty (60) days after receiving the last of the certifications and Bond Issue Notice required by **Section 11.04** within which to object to the Bonds. The only basis for an objection by the City to a proposed Bond issue shall be that the issuing District or a Developer Party to be reimbursed by the Bonds is in default of a provision of the consent resolution of a District, this Agreement, or the applicable Development Agreement. If the City objects to a proposed Bond issue ("**City Objection**"), such an objection (a) shall be in writing, (b) shall be given to the issuing District, (c) shall be signed by the City Manager or the City Manager's designee, and (d) shall specifically identify the Party in default and the provision(s) in the applicable consent resolution, this Agreement and/or the applicable

Development Agreement for which the issuing District or applicable Developer Party is in default. It shall not be a basis for a City Objection that the City disagrees with the issuing District's financial advisor as to the financial feasibility of the Bonds so long as the proposed Bonds are approved by the TCEQ, if required, and the Attorney General. In the event a City Objection is timely given to the issuing District with respect to a specific Bond issue, the City and the issuing District shall cooperate to resolve the City Objection within a reasonable time, and (a) as to POR MUD No. 1 and the Additional District, the Bonds to which the City Objection applies shall not be issued until the City Objection has been cured or waived, and (b) as to WCMUD No. 25, WCMUD No. 25 hereby agrees that it shall not pay proceeds from the Bonds to the defaulting Developer Party until the breach is cured, as more particularly provided in **Section 13.03**.

**11.06 Official Statements.** Within thirty (30) days after the issuing District closes the sale of each series of Bonds, the issuing District shall deliver to the City Secretary, City Manager and the City Director of Finance and Administration a copy of the final official statement for such series of the Bonds at no cost to the City. The provisions of this **Section 11.06** shall apply uniformly to the Districts.

**11.07 Reporting.** Each District shall: (a) send a copy of each order or other action setting an ad valorem tax rate to the City Secretary, City Manager and City Director of Finance and Administration within thirty (30) days after the District adopts the rate; (b) send a copy of each annual audit to the City Secretary, City Manager and City Director of Finance and Administration; and (c) provide copies of any material event notices filed under applicable federal securities laws or regulations to the City Secretary, City Manager and City Director of Finance and Administration within thirty (30) days after filing such notices with the applicable federal agency. The provisions of this **Section 11.07** shall apply uniformly to the Districts.

**11.08 Reimbursement Agreements.** WCMUD No. 25 agrees not to issue Bonds, except for refunding Bonds, on or after the date that is fifteen (15) years after the First Bond Issuance Date. POR MUD No. 1 and the Additional District each agree not to issue Bonds, except for refunding Bonds, on or after the date that is fifteen (15) years after the date of first Bond issuance by each of them, respectively.

## **ARTICLE XII**

### **AUTHORITY, PURPOSE AND NOTICE**

**12.01 Authority.** This Agreement is entered into under the statutory authority of Section 54.016 of the Texas Water Code and Sections 42.042 and 212.172 of the Texas Local Government Code.

**12.02 Purpose.** The Parties acknowledge and agree that the creation of the Districts and the City's consent thereto are for purposes that include promoting the orderly development and extension of City services to the Land upon annexation into the corporate limits of the City as allowed by the terms and conditions of this Agreement and applicable laws.

**12.03 Notice.** As to each of POR MUD No. 1 and the Additional District, within thirty (30) days after the applicable District Confirmation Date, POR MUD No. 1 or the Additional

District shall file in the real property records of Williamson County a notice in the form required by Section 49.452 of the Texas Water Code.

### **ARTICLE XIII**

#### **TERM, ASSIGNMENT AND REMEDIES**

**13.01 Term.** This Agreement shall be effective from the Effective Date and shall continue in effect as to WCMUD No. 25 and the Developer Parties until WCMUD No. 25 is dissolved and its obligations are fully assumed by the City, in the City's sole election, or until terminated in writing by WCMUD No. 25 and the Developer Parties. This Agreement shall be effective from the Effective Date and shall continue in effect as to POR MUD No. 1, the Additional District and HM Parkside until POR MUD No. 1 or the Additional District (as appropriate) is dissolved and its obligations are fully assumed by the City, at the City's sole election, or until terminated in writing by mutual agreement of the City, POR MUD No. 1 (as to POR MUD No. 1), the Additional District (as to the Additional District) and HM Parkside.

#### **13.02 Assignment.**

(a) The City may only assign this Agreement with the written consent of those Developer Parties that own developable portions of the Land affected by the assignment and each District affected by the assignment.

(b) A District may only assign this Agreement with the written consent of the City and those Developer Parties that own developable portions of the Land affected by the assignment. A District undertaking an assignment is not required to obtain consent from any other District prior to an assignment.

(c) A Developer Party may assign this Agreement (i) to an Authorized Assignee as provided in **Section 13.02(c)(1)**, or (ii) pursuant to **Section 13.02(c)(2)**, and not otherwise. A Developer Party undertaking an assignment is not required to obtain consent from any other Developer Party prior to making an assignment.

(1) HM Parkside and HM-CR may assign this Agreement to their respective Authorized Assignees if the assignment is in connection with transfers of all or portions of the Land to the Authorized Assignee, either by a single assignment or through one or more partial assignments, in each instance without the prior written consent of the City or the District in which the applicable Land is located. Any such assignment by HM Parkside or HM-CR to their Authorized Assignee must be accompanied by an assignment by HM Parkside or HM-CR (as appropriate) to its Authorized Assignee of its interest in the Parkside Development Agreement as to the portion of the Land so conveyed. A copy of any such assignment must be delivered to the City and the applicable District within 15 days after execution,

(2) Except as set out in **Section 13.02(c)(1)**, the rights and obligations of the Developer Parties under this Agreement may only be assigned by a

Developer Party in accordance with the provisions of this **Section 13.02(c)(2)**. A Developer Party may from time to time assign this Agreement, in whole or in part, and including any obligation, right, title or interest of that Developer Party under this Agreement: (i) to a District (after the applicable District Confirmation Date) or (ii) to a third party (an “**Assignee**”), provided that as to any such assignment the following conditions are satisfied:

A. the City has given its written consent to allow the Assignee to concurrently assume all obligations of the assigning Developer Party under the applicable Development Agreement as to the portion of the Land conveyed to the Assignee (directly or as security for financing);

B. If to an Assignee and not a District, the Assignee either is a successor owner of all or any part of the Land or is a lender to a successor owner of all or any part of the Land;

C. If to an Assignee and not a District, the Assignee has a contractual right to be reimbursed for water, sewer, road or drainage improvements from Bonds (or has a lien or other security interest in such reimbursements);

D. the assignment is in writing executed by the assigning Developer Party, the Assignee, and the City;

E. the Assignee expressly assumes in the assignment all assigned obligations and expressly agrees in the assignment to observe, perform, and be bound by this Agreement to the extent this Agreement relates to the obligations, rights, titles, or interests assigned;

F. the assigning Developer Party is then in compliance with all terms and conditions of the applicable Development Agreement and this Agreement; and

G. a copy of the executed assignment is provided to all Parties within 15 days after execution.

Provided all of the foregoing conditions are satisfied, from and after the date an assignment is executed by the assigning Developer Party and the District or Assignee, the City agrees to look solely to the District or Assignee for the performance of all obligations assigned to such District or Assignee and agrees that the assigning Developer Party shall be released from performing the assigned obligations and from any liability that results from the District’s or Assignee’s failure to perform the assigned obligations. No assignment by a Developer Party shall release the assigning Developer Party from any liability that resulted from an act or omission by the assigning Developer Party that occurred prior to the effective date of the assignment. The assigning Developer Party shall maintain written records of all assignments made by it (including, for each Assignee, the notice information required by this Agreement and a copy of each executed assignment) and, upon

written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

(d) All assignments by a Developer Party to an Assignee or Authorized Assignee relating to developable portions of Land in WCMUD No. 25 are subject to the assignment by the Developer Parties, Assignee, and Authorized Assignees of their reimbursement rights for Bonds issued in WCMUD No. 25 to pay the Master Development Fee set out in **Section 8.03**.

(e) Any assignment or attempted assignment by a Party that is not in conformance with this **Section 13.02** is void and shall have no force or effect.

(f) It is specifically intended that this Agreement, and all terms, conditions and covenants herein, shall survive a transfer, conveyance, or assignment occasioned by the exercise of foreclosure of lien rights by a creditor or a Party, whether judicial or non-judicial. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees.

(g) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land, nor is it intended to confer upon any such person the status of third-Party beneficiary.

**13.03 Remedies.** In the event of default by any Party (a “*Defaulting Party*”), any non-defaulting Party may give the Defaulting Party written notice specifying the default (a “*Default Notice*”). If the Defaulting Party fails to fully cure any default that can be cured by the payment of money (“*Monetary Default*”) within 30 days after receipt of the Default Notice, or fails to commence the cure of any default specified in the Default Notice that is not a Monetary Default within 30 days of the date of the Default Notice, and thereafter to diligently pursue such cure to completion, then the other Party(ies) shall be entitled to a proper writ issued by a court of competent jurisdiction compelling and requiring the Defaulting Party to observe and perform the covenants, obligations and conditions described in this Agreement. If a Developer Party is the Defaulting Party, no District may pay proceeds from Bonds to the Defaulting Party until the Defaulting Party has cured the default but instead such District shall retain all such proceeds payable to the Defaulting Party pending cure (the District can issue Bonds and pay the proceeds from the Bonds to the City as an installment of the Master Development Fee, or to a non-defaulting Developer Party without regard to the default). The City shall have all rights to enjoin the payment of Bond proceeds to a Defaulting Party during any period during which a default or breach remains uncured under this Section. No Defaulting Party shall enter into any agreements with the Districts or seek reimbursement from the Districts for any expenses incurred in connection with the Districts or the development of the Land until the default or breach has been cured.

#### 13.04 Cooperation.

(a) The Parties agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

(b) HM Parkside covenants to cause POR MUD NO. 1 and the Additional District to approve, execute, and deliver to the City a signed copy of this Agreement within 90 days after the applicable District Confirmation Date.

(c) If POR MUD No. 1 or the Additional District fails to approve, execute and deliver to the City this Agreement, or another other agreement or document required by this Agreement or required to give effect to one or more terms of this Agreement, within the periods referenced herein, and such failure is not cured after fifteen (15) days after notice from the City to HM Parkside and the non-compliant District, such failure shall operate as a material breach of this Agreement by HM Parkside and the following provisions shall apply: the noncompliant District shall not take affirmative action to issue Bonds, and HM Parkside shall not enter into any agreements with or seek or receive reimbursement from a noncompliant District until the failure has been cured. The City shall have all rights to enjoin the issuance of Bonds by a noncompliant District during any period during which a material breach exists under this Section.

(d) In the event of any third Party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the Parties agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

### **ARTICLE XIV** **MISCELLANEOUS PROVISIONS**

14.01 **Notice.** All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) by overnight courier or hand delivery, or (ii) certified mail, postage prepaid, return receipt requested, and addressed to the Parties at the following addresses, or to such other address as a Party may from time to time designate by giving notice in writing to the other Parties:

**CITY:** City of Georgetown  
808 Martin Luther King Street  
Georgetown, Texas 78726  
or  
P.O. Box 409 Georgetown, Texas 78627  
Attn: City Manager

*with copies to:* City of Georgetown City Attorney  
808 Martin Luther King Street  
Georgetown, Texas 78726  
or



P.O. Box 409 Georgetown, Texas 78627  
Attn: City Attorney

**LWO:** Laredo WO, Ltd. c/o Galo Properties  
1175 W. Bitters Road, Suite 100  
San Antonio, Texas 78216  
Attn: A. Bradford Galo  
Phone: (210) 807-5104

*with copies to:* Law Office of Ronald W. Hagauer  
1602 N. Loop 410, Suite L1102  
San Antonio, Texas 78248  
Attn: Ron Hagauer  
Phone: (210) 479-3231

**HM Parkside:** HM Parkside, LP  
1011 N. Lamar Blvd.  
Austin, TX 78703  
Attn: Blake J. Magee, President  
Phone: (512) 481-0303

*With copies to:* Ann E. Vanderburg  
Hurst Savage & Vanderburg, LLP  
814 West 10th Street  
Austin, Texas 78701-2005  
Phone: (512) 474-8401

**HM CR:** HM CR 176-2243, LP  
1011 N. Lamar Blvd.  
Austin, TX 78703  
Attn: Blake J. Magee, President  
Phone: (512) 481-0303

*With copies to:* Ann E. Vanderburg  
Hurst Savage & Vanderburg, LLP  
814 West 10th Street  
Austin, Texas 78701-2005  
Phone: (512) 474-8401

**WCMUD No. 25:** Williamson County Municipal Utility District No. 25  
c/o Allen Boone Humphries Robinson LLP  
1108 Lavaca Street, Suite 510  
Austin, Texas 78701  
Attn: Mr. Trey Lary  
Phone: (512) 518-2424

**POR MUD No. 1:** Parkside on the River MUD No. 1  
c/o Armbrust & Brown, PLLC  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701  
Attn: Sue Brooks Littlefield  
Phone: (512) 435-2300

The Parties may change their respective addresses to any other address within the United States of America or designate additional persons to receive notice by giving at least five (5) days' written notice to the other Party.

**14.02 Severability; Waiver.**

(a) If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

(b) Any failure by a Party to insist upon strict performance by another Party of any provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

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

**14.04 Entire Agreement.** This Agreement together with the Exhibits and terms and conditions incorporated herein by reference contains the entire agreement of the Parties. Save and except the Development Agreements, there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. To the extent of any conflict between a Development Agreement and this Agreement, the terms of this Agreement shall control concerning the subject matters addressed in this Agreement, except where the Parties have specifically agreed in this Agreement that a Development Agreement shall control in the event of a conflict.

**14.05 Amendment by Agreement.** This Agreement (a) may be amended as to all of the Land at any time by mutual written agreement of the City, all Developer Parties (or their respective successors and/or permitted assigns) and all Districts (to the extent a District Confirmation Date has occurred as to the District), or (b) may be terminated or amended as to a portion of the Land by mutual written agreement of the City, the Developer Parties that have not received all developer reimbursements from a District attributable to the portion of the Land affected by the amendment or termination (or their respective successors and/or permitted assigns), and the District or Districts within which such portion of the Land is located. Notwithstanding the preceding sentence, at such time as any one or more of the Developer Parties has received all developer reimbursements from the applicable District, this

Agreement may be amended by mutual written agreement of the remaining Developer Parties, if any; the District or Districts in question; and the City, and the joinder of those Developer Parties that have received all developer reimbursements from the District in question will not be required. A Developer Party may assign to a District its rights to approve amendments and such assignment is not subject to the requirements of **Section 13.02**.

**14.06 Exhibits, Headings, Construction and Counterparts.** All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that they have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective as of the Effective Date only when one or more counterparts, individually or taken together, bear the signatures of all of the Initial Parties.

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

**14.08 Notice to End Buyer.** The Districts shall fully comply with the notice requirements of Section 49.453 of the Texas Water Code. At the time each prospective End Buyer contracts for the purchase of a lot or a home in a District, and at the time each End Buyer closes on the purchase of a lot or a home in a District, the Developer Party shall give or cause to be given to the End Buyer the disclosure notices required by Section 49.452 of the Texas Water Code. For the purposes of this Agreement, the Parties agree that the term “*End Buyer*” shall mean an owner, tenant or occupant of a Lot, regardless of the proposed use of such Lot, where “*Lot*” means a legal lot included in a final subdivision plat approved by the applicable governmental authorities.

**14.09 Authority for Execution.** By their signatures hereon, each Party certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its charter, ordinances, rules, regulations, and all other governing documents applicable to said Party.

**14.10 City Consent and Approval.** Except for the procedures with respect to City Objections in **Section 11.05**, in any provision of this Agreement that provides for the consent or approval of the City staff or City Council, such consent or approval may be withheld or conditioned by the City staff or City Council at its sole discretion.

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

Exhibit A	Description of Original Land (1354.48 Acres)
Exhibit B	Description of Remainder Property
Exhibit C	Description of 2243 South Tract
Exhibit D	Depiction of Parkside Property
Exhibit E	Outline of WCMUD No. 25 Boundaries
Exhibit F	City of Georgetown Resolution No. 082719-W (including its attachments)
Exhibit G	Description of Exclusion Tract No. 2
Exhibit H	Description of Land
Exhibit I	POR MUD No. 1 Boundary
Exhibit J	City of Georgetown Resolution No. 10082019-O consenting to annexation of the 2243 South Tract into WCMUD No. 25
Exhibit K	Master Development Fee Formula

14.12 **Effective Date; Recordation.** Once executed by the Initial Parties, this Agreement shall be effective as of the Effective Date. This Agreement shall be recorded in the records of Williamson County at the Developer Party's expense.

14.13 **Effect on Original Consent Agreement and Consent Ordinance.** This Second Amended and Restated Consent Agreement totally supersedes and replaces the Original Consent Agreement, and the Original Consent Agreement shall have no further force or effect after the Effective Date. To the extent of a conflict between this Agreement and UDC Section 13.10, this Agreement shall control.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

*(notarized signature pages follow)*

The exhibits to the Second Amended and Restated  
Consent Agreement are attached to  
Resolution 10082019-N.

**CITY OF GEORGETOWN, TEXAS**

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

Name: Dale Ross

Title: Mayor

ATTEST:

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

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

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

Charlie McNabb, City Attorney

STATE OF TEXAS                   §

§

COUNTY OF WILLIAMSON       §

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 2019, by Dale Ross, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(seal)

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

**LAREDO WO, LTD., a Texas limited partnership**

By: ABG ENTERPRISES, LTD., a Texas  
limited partnership, its General Partner

By: GALO, INC., a Texas corporation, its  
General Partner

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

Name: A. Brad Galo

Title: Chief Executive Officer

STATE OF TEXAS §

§

COUNTY OF BEXAR §

§

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 2019, by A. Brad Galo, Chief Executive Officer of Galo, Inc., general partner of ABG ENTERPRISES, LTD., a Texas limited partnership, as General Partner of LAREDO W.O. LTD., a Texas limited partnership, on behalf of said corporation and partnerships.

(seal)

Notary Public State of Texas

**HM PARKSIDE, LP**, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation, General Partner

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

Blake J. Magee, President

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 2019, by Blake J. Magee, President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of HM PARKSIDE, LP, a Texas limited partnership, on behalf of said corporation and partnership.

(seal)

Notary Public State of Texas

\_\_\_\_\_



**HM CR 176-2243, LP**, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation, General Partner

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

Blake J. Magee, President

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 2019, by Blake J. Magee, President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of HM CR-176-2243, LP, a Texas limited partnership, on behalf of said corporation and partnership.

(seal)

Notary Public State of Texas

\_\_\_\_\_

**WILLIAMSON COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 25**

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

ATTEST:

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

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, President of Williamson County Municipal Utility District No. 25, a municipal utility district operating under Chapters 49 and 54 of the Texas Water Code.

(seal)

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

## **Parkside on the River Development Agreement**

**Exhibit E-1 – Approval Form (for Water Transmission Line Easement)**












**Exhibit E-2 – Approval Form (for Utility Easements)**

**Exhibit E-3 – Approval Form (for Access Easements)**

**Exhibit E-4 – Approval Form (for License Agreement)**

(These exhibits will be provided at the second reading of the ordinance,  
which is scheduled for October 8, 2019)

## Exhibit F

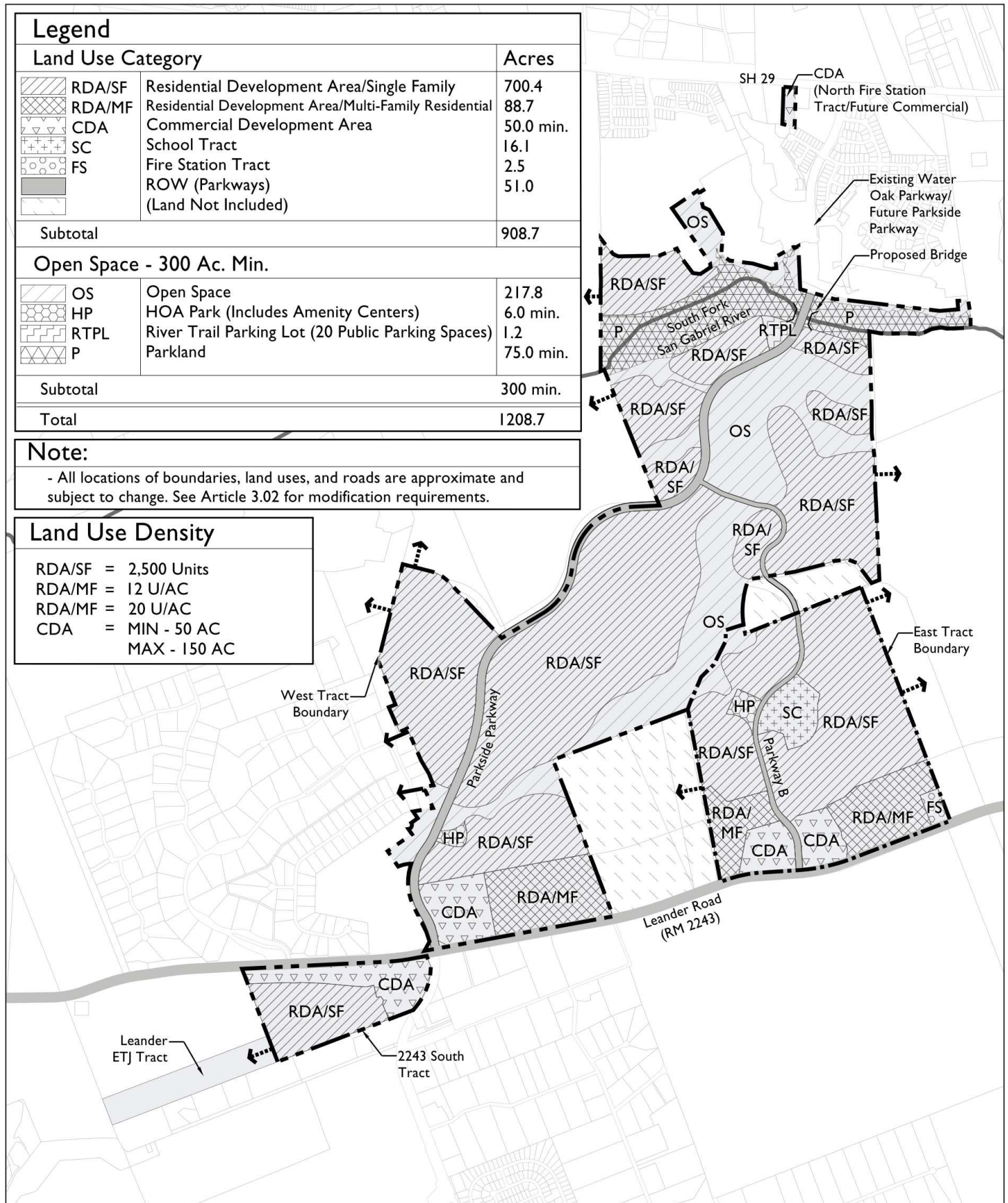
Legend		
Land Use Category		Acres
	RDA/SF Residential Development Area/Single Family	700.4
	RDA/MF Residential Development Area/Multi-Family Residential	88.7
	CDA Commercial Development Area	50.0 min.
	SC School Tract	16.1
	FS Fire Station Tract	2.5
	ROW (Parkways)	51.0
	(Land Not Included)	
Subtotal		908.7
Open Space - 300 Ac. Min.		
	OS Open Space	217.8
	HP HOA Park (Includes Amenity Centers)	6.0 min.
	RTPL River Trail Parking Lot (20 Public Parking Spaces)	1.2
	P Parkland	75.0 min.
Subtotal		300 min.
Total		1208.7

**Note:**

- All locations of boundaries, land uses, and roads are approximate and subject to change. See Article 3.02 for modification requirements.

## Land Use Density

RDA/SF = 2,500 Units  
RDA/MF = 12 U/AC  
RDA/MF = 20 U/AC  
CDA = MIN - 50 AC  
MAX - 150 AC



## Exhibit - G1

### Multifamily Permitted Uses



HANNA/MAGEE, L.P.



### Parkside On The River

9/24/2019

Household Living
Townhouse
Multifamily, Detached Dwelling Units
Multifamily, Attached Dwelling Units
Condominiums
Apartment
Upper-story Residential
Home-Based Business
Group Living
Assisted Living
Nursing or Convalescent Home
Hospice Facility

## Exhibit - G2

### Commercial, Civic and Temporary Permitted Uses



HANNA/MAGEE, L.P.



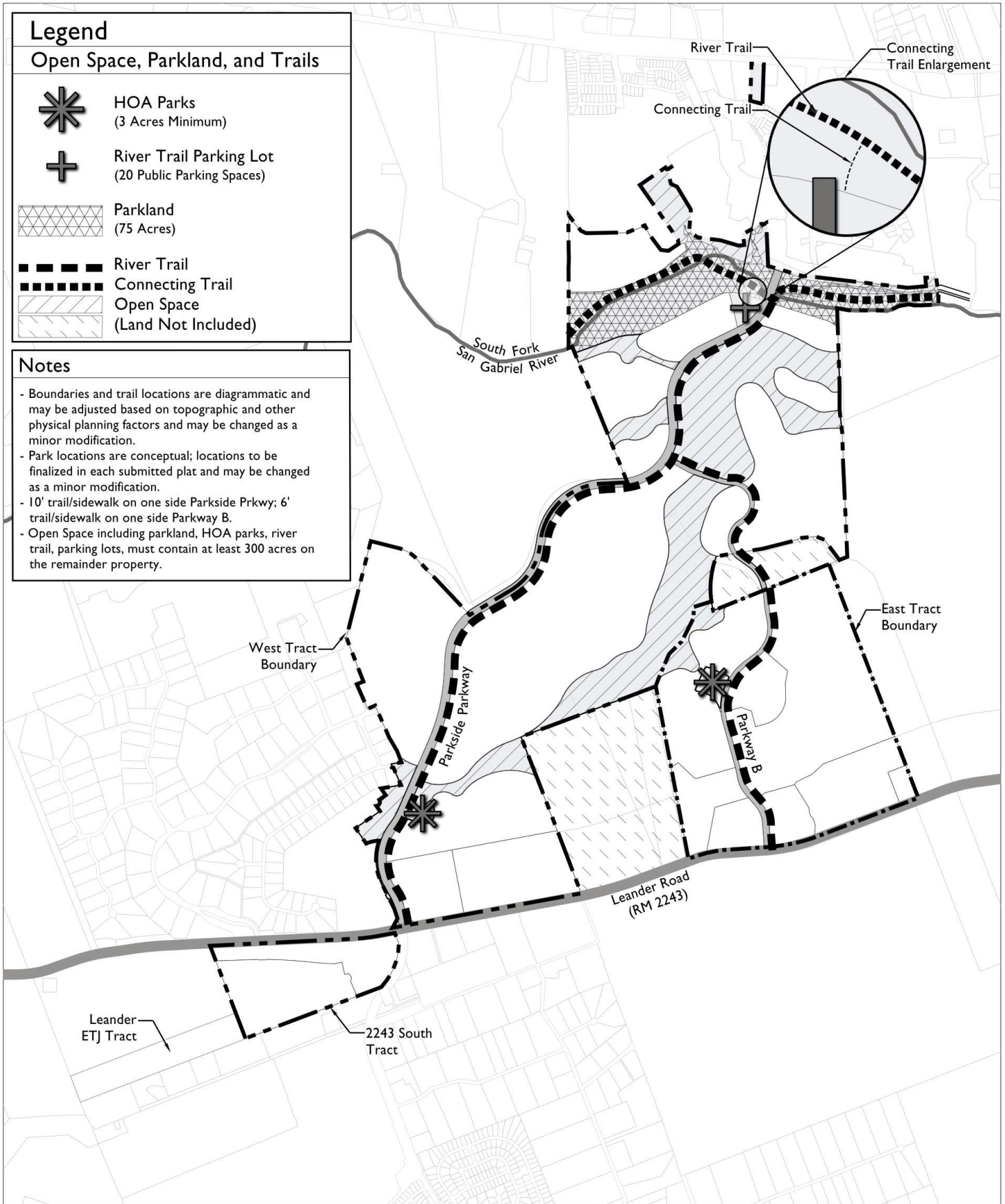
#### Parkside On The River

9/24/2019

Overnight Accommodations	Health Services	Consumer Retail Sales and Services	Temporary Uses
Bed and Breakfast	Blood or Plasma Center	Small Engine Repair	Transient Mobile or Outdoor Food Vendor
Bed and Breakfast with Events	Diagnostic Center	Funeral Home	Construction Staging, Off-site
Inn	Home Health Care Services	Kennel	Parking Lot, Temporary
Hotel, Boutique	Medical or Dental Office	Veterinary Clinic, Indoor Pens Only	Portable Classrooms
Hotel, Full Service	Medical or Dental Clinic	Self Storage, Indoor	Residential Sales Offices/Model Homes
Hotel, Limited Service	Medical Complex	Self Storage, Outdoor	All Other Uses as Determined by the Director
Hotel, Extended Stay	Post-Surgical Recovery Center		
Motel	Surgery Center	<b>Commercial Sales and Services</b>	<b>Civic Uses</b>
<b>Food and Beverage Establishments</b>	Urgent Care Facility	Commercial Document Storage	<b>Educational and Day Care Facilities</b>
Restaurant, General	<b>Professional and Business Offices</b>	Event Catering and Equipment Rental	School, Elementary
Restaurant, Drive-through	General Office	Furniture Repair and Upholstery	School, Middle
Bar, Tavern or Pub	Integrated Office Center	Pest Control or Janitorial Services	School, High
Micro Brewery, Micro Winery, or Micro Distillery	Data Center	Office/Showroom	School, College or University
Food Catering Services	<b>Consumer Retail Sales and Services</b>	Wholesale Showrooms	School, Business or Trade
Permanent Mobile or Outdoor Food Vendor	General Retail	<b>Automotive Sales and Services</b>	Day Care, Family Home
<b>Entertainment and Recreation</b>	Agricultural Sales	Automobile Parts and Accessories Sales, Indoor	Day Care, Group
Live Music or Entertainment	Landscape Supply Sales/Garden Center	Automobile Parts and Accessories Sales, Automobile Repair and Service, Limited	Day Care, Commercial
Theater, Movie or Live	Farmer's Market	Automobile Repair and Service, General	<b>Government and Community Facilities</b>
Membership Club or Lodge	Artisan Studio and Gallery	Fuel Sales	Activity Center, Youth or Senior
Major Event Entertainment	Personal Services	Fuel Sales with more than ten multi-fuel dispensers	Community Center
Event Facility	Personal Services, Restricted	Car Wash	Emergency Services Station
Athletic Facility, Indoor or Outdoor	Dry Cleaning Service, Drop-off Only	<b>Temporary Uses</b>	Government or Postal Office
Commercial Recreation	Fitness Center	Seasonal Product Sales	Library or Museum
Driving Range	Banking and Financial Services	Farmer's Market, Temporary	Social Service Facility
Firing Range, Indoor	Consumer Repair	Temporary Mobile or Outdoor Food Vendor	<b>Medical and Institutional Facilities</b>
			Hospital
			Blood or Plasma Center
			<b>Places of Worship</b>
			Religious Assembly Facilities



# Exhibit H-1







HANNA / MAGEE, L.P.

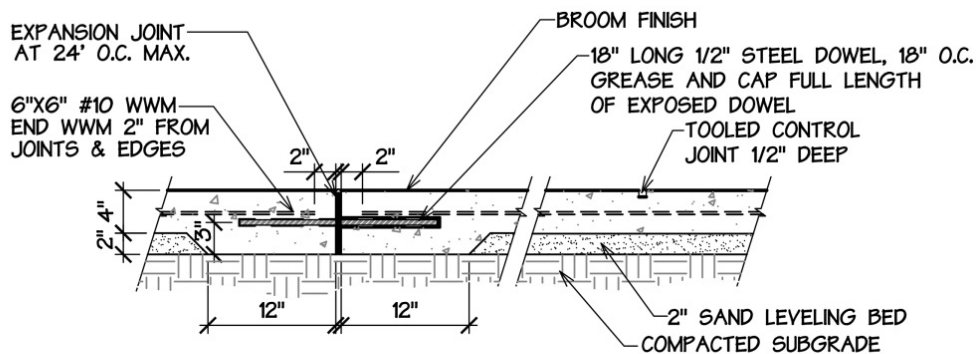


Date: 09/24/2019

### Parkside on the River - Regional Trail Design Standards

**Location:** Approximately +/- 1.3 miles of trail along the South Fork of the San Gabriel River, beginning at the eastern edge of the Parkside on the River property, crossing the South Fork San Gabriel River near the Parkside Parkway Bridge, continuing west and crossing the South Fork of the San Gabriel River again, continuing to the western edge of the Parkside on the River property. Refer to Exhibit H-1 for conceptual trail alignment.

- Trail width will be ten (10) feet, as further specified in the Development Agreement. In limited areas, to navigate extreme topographical conditions or preserve significant features such as rock formations, important vegetation, trees or other environmental features, trail width may be reduced to six (6) feet for a maximum distance of one hundred (100) feet.
- Trail surface will be reinforced concrete, as detailed below:



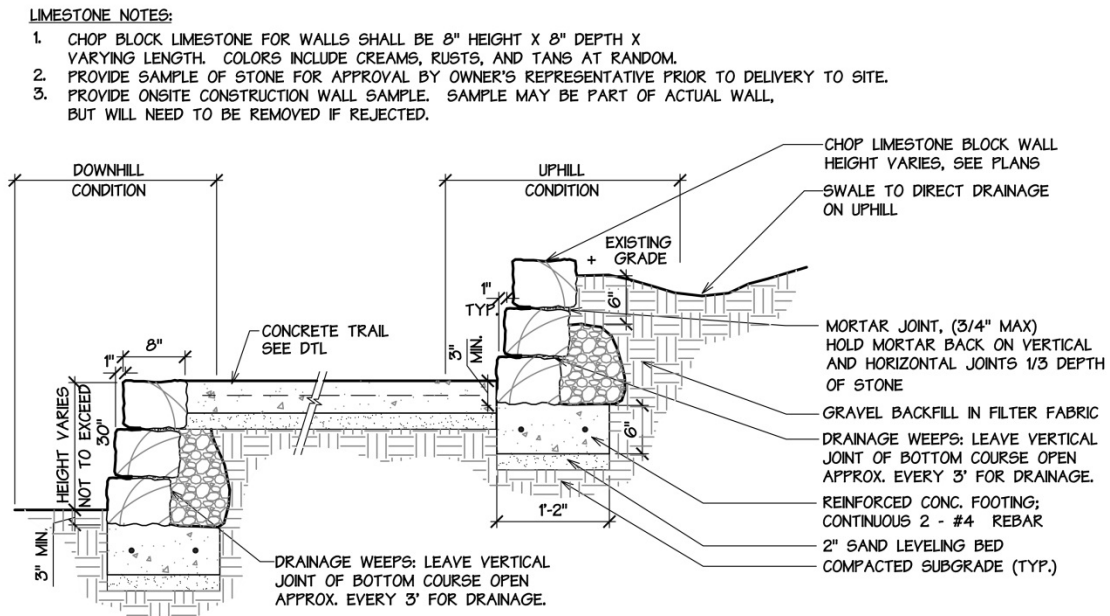
#### NOTES:

- SEE TRAIL NOTES & ACCESSIBLE TRAIL NOTES ON CONSTRUCTION PLANS.
  - EXPANSION JOINT TO BE 1/2" ASPHALT IMPREGNATED FIBERBOARD WITH "ZIP STRIP". INSTALL BACKER ROD AND 2-PART SEALANT - GRAY.
  - EXPANSION JOINTS ARE TO BE MAX 24' ON CENTER UNLESS NOTED OTHERWISE ON PLAN.
  - CONTROL JOINTS ARE TO BE SPACED TO MATCH WIDTH OF WALKWAY, UNLESS SHOWN OTHERWISE ON PLAN.
  - ALL EDGES ARE TO BE TOOLED WITH 1/2" RADIUS. MAXIMUM 1/2" CHANGE IN ELEVATION AT WALK/LAWN EDGE.
- The minimum vegetation cleared zone will be the trail width plus two (2) feet to either side of the trail and ten (10) feet vertical, unless the clear zone is limited due to extreme topographical conditions, important vegetation, trees or environmental features.
  - Whenever possible, sustained running grades will not exceed 5%, and cross slope 2%. A maximum of 8% may occur for distances no further than thirty (30) feet. In limited areas, due to extreme topographical conditions or environmental features, U.S. Forest Service Outdoor

## Exhibit H - 2

Recreation Accessibility Guidelines (FSORAG) will be followed. If trail is not feasible under FSORAG guidelines, Developer will consult with City concerning alternate design options.

3. Retaining walls will only be used when absolutely necessary, to stabilize slopes and only if natural rock cut will not suffice. Retaining walls under forty-eight inches (48") tall shall be constructed of native materials, as detailed below:



4. Stream and drainage crossings will be located in relatively narrow, shallow sections of drainage ways to minimize negative environmental impacts. Low water crossings will be used whenever possible, culverts will be used when agreed upon by Owner and City. Crossing types and examples are depicted below:

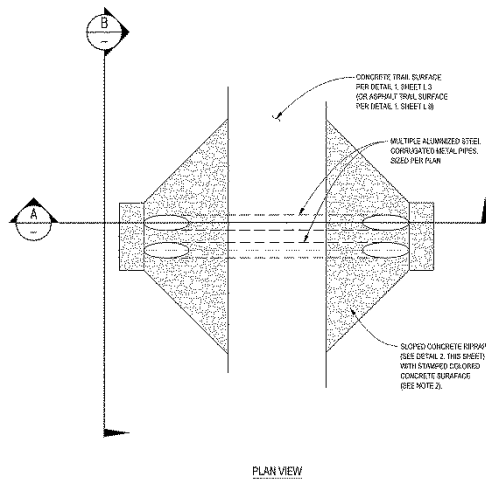


### A. Low Water Crossing:

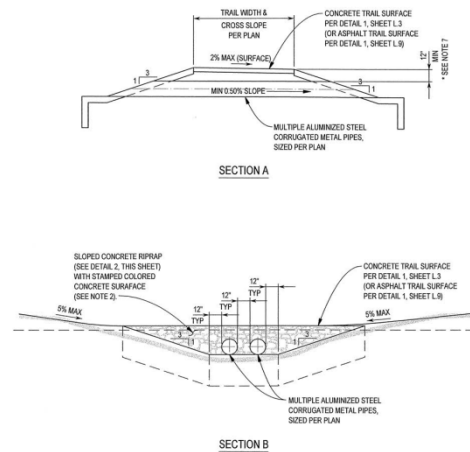
- a. Use an appropriate length slab or structure to protect the "wetted perimeter" of the natural flow channel.

## Exhibit H - 2

- b. Protect the structure with cutoff walls, riprap, gabions, concrete slabs, or other scour protection. The downstream edge may require energy dissipaters or riprap protection because of the accelerated flows across the structure.
- c. Place foundations into scour resistant material or below the depth of scour. Prevent foundation or channel scour with the use of locally placed heavy riprap, gabion baskets, concrete reinforcement or native vegetation.



PLAN VIEW



SECTION B

### B. Culvert Crossing:

- a. Use an appropriate length slab or structure to protect the “wetted perimeter” of the natural flow channel.
- b. Culvert sizes appropriate for water shed and flow capacities. All culverts shall be aluminized metal pipe unless noted otherwise. Inlet and outfall pipes shall be cut to conform to slope.
- c. Protect the entire structure with cutoff walls, riprap, gabions, concrete slabs, or other scour protection. The downstream edge may require energy dissipaters or riprap protection because of possible accelerated flows across the structure.
- d. Place foundations into scour resistant material or below the depth of scour. Prevent foundation or channel scour with the use of locally placed heavy riprap, gabion baskets, concrete reinforcement or native vegetation.

**Exhibit I-1**

**Permitted Exceptions**

1. Restrictions contained in plat recorded under Document No. 2013033404, Official Public Records of Williamson County, Texas (Remainder Property Tract 2 only).
2. Environmental setback as shown on the plat recorded in Cabinet EE, Slide 310 of the Plat Records of Williamson County, Texas, as shown on the Survey dated December 20, 2018, prepared by Alan Jay Horton, Registered Professional Land Surveyor No. 5768 (the "Survey"). (Remainder Property Tract 1)
3. Pipeline easement granted to Seminole Pipeline Company, by instrument dated July 1, 1981, recorded in Volume 844, Page 624 of the Deed Records of Williamson County, Texas and as amended in Volume 2171, Page 554 of the Official Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
4. Petroleum pipeline easement granted to Seminole Pipeline Company as recorded in Volume 851, Page 698 of the Official Public Records and as amended in Volume 2244, Page 297 of the Official Public Records and under Document No. 2018066453 of the Official Public Records, all of Williamson County, Texas. (Remainder Property Tract 1)
5. 15 foot public utility easement dated August 9, 1999, granted by Norma Nell Faubion et al to City of Georgetown, recorded under Document No. 199955406 of the Official Public Records of Williamson County, Texas. (Remainder Property Tract 1)
6. 15 foot utility easement executed by Anne V. Patience to City of Georgetown, dated April 29, 1999, recorded under Document No. 199968547 of the Real Property Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
7. Notice of Voluntary Inclusion into the Extraterritorial Jurisdiction of the City of Georgetown dated 10/12/1999 and recorded under Document No. 199971384 of the Official Public Records of Williamson County, Texas. (Remainder Property Tract 1)
8. Water line easement executed by Thomas E. Dreiss, Trustee, to Brushy Creek Municipal Utility District, dated March 1, 2004. recorded under Document No. 2004018609 of the Real Property Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
9. Water line easement dated April 15, 2004, granted by Grady Barton and Carrie Ann Barton-Smith to Brushy Creek Municipal Utility District, recorded under Document No. 2004029224 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
10. Water line easement granted to Brushy Creek Municipal Utility District, by instrument dated June 22, 2004, recorded under Document No. 2004049691 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)

11. Water line easement dated June 1, 2005, granted by Debra Ann Faubion et al to Brushy Creek Municipal Utility District, recorded under Document No. 2005040893 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
12. All interests in water, together with all rights relating thereto, express or implied, reserved in instrument recorded under Document No. 2007014282 of the Official Records of Williamson County, Texas. (Remainder Property Tract 1)
13. All oil, gas and other minerals, together with all rights relating thereto, express or implied, reserved in instrument recorded under Document No. 2007014282 of the Official Records of Williamson County, Texas. (Remainder Property Tract 1)
14. Road Easement created in that certain Road and Sewer Line Easement Agreement dated February 22, 2007, recorded under Document No. 2007014284 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
15. Terms, conditions and stipulations of Road Improvements and Sewer Line Development and Conditional Easement Agreement by and between Thomas E. Dreiss, Trustee, and Laredo WO, Ltd., a Texas limited partnership, dated February 22, 2007, and recorded under Document No. 2007014288 of the Official Public Records of Williamson County, Texas, and as further affected by Document No. 2009022806 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
16. Amended and Restated Development Agreement filed of record under Document No. 2012027844, and as further affected under Document Nos. 2016008515, 2012006198 and 2018036246 of the Official Public Records of Williamson County, Texas. (Remainder Property)
17. Wastewater easement as recorded under Document Number 2007064713 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
18. Utility access easement as recorded under Document No. 2008085853 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
19. The terms, conditions and stipulations of that certain Sanitary Sewer Easement Agreement dated September 27, 2010, recorded under Document No. 2010065269 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
20. The terms, conditions and stipulations of that certain Drainage Easement Agreement dated September 27, 2010, recorded under Document No. 2010065270; and as amended under Document No. 2017104825 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
21. All terms, conditions, and provisions of that certain Agreement regarding Williamson County Municipal Utility District 25 dated January 11, 2012, recorded under Document No. 2012006198 of the Official Public Records of Williamson County, Texas. (Remainder Property)
22. Williamson County Regional Habitat Conservation Plan Memorandum of Participation Agreement Relative to U.S. Fish and Wildlife Service Permit dated May 15, 2012, recorded under Document No. 2012043627 of the Official Public Records of Williamson County, Texas. (Remainder Property)

*Exhibit I-1*

*Page 2 of 5*

*9-24-19*

23. Sanitary Sewer Easement Agreement dated August 1, 2013, recorded under Document No. 2013080603 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
24. Drainage Easement Agreement as recorded under Document No. 2013095986 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
25. Sanitary Sewer Easement Agreement as recorded under Document No. 2013095987 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
26. The terms, conditions and stipulations of that certain Access Easement and Right of Way dated January 31, 2014, recorded under Document No. 2014011208 of the Official Public Records of Williamson County, Texas. (Remainder Property Tract 1)
27. Drainage Easement Agreement as recorded under Document No. 2014026475 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
28. Sanitary Sewer Easement Agreement as recorded under Document No. 2014026476 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
29. The terms, conditions and stipulations of that certain Drainage Easement Agreement dated August 25, 2014, recorded under Document No. 2014071869 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
30. The terms, conditions and stipulations of that certain Sanitary Sewer Easement Agreement dated August 25, 2014, recorded under Document No. 2014071870 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
31. Waiver of Special Appraisal dated May 31, 2012, as recorded under Document No. 2014076279 of the Official Public Records of Williamson County, Texas. (Remainder Property)
32. Waiver of Special Appraisal dated August 19, 2014, as recorded under Document No. 2014076284 of the Official Public Records of Williamson County, Texas. (Remainder Property)
33. The terms, conditions and stipulations of that certain Permanent Easement Agreement dated January 21, 2016, recorded under Document No. 2016010600 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
34. Sanitary sewer easement granted to City of Georgetown, by instrument dated August 18, 2016, recorded under Document No. 2016077685 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
35. The terms, conditions and stipulations of that certain Wastewater Easement dated June 23, 2017, recorded under Document No. 2017098157 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)



36. The terms, conditions and stipulations of that certain Utility Access Easement dated June 23, 2017, recorded under Document No. 2017098158 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
37. The terms, conditions and stipulations of that certain Roadway, Utility and Drainage Easement Agreement dated October 20, 2017, recorded under Document No. 2017098160 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
38. The terms, conditions and stipulations of that certain Access Easement dated October 20, 2017, recorded under Document No. 2017098161 of the Official Public Records of Williamson County, Texas. (Remainder Property Tract 1)
39. Guying utility easement granted to Pedernales Electric Cooperative, Inc., by instrument dated December 16, 2016, recorded under Document No. 2018062791 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 1)
40. Any and all easements and building setbacks shown on Plat(s) recorded under Document No(s). 2013033404 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 2)
41. Lot 2, Block G, to be reserved for use by the City of Georgetown Fire Department, as stated on the plat recorded under Document No. 2013033404 of the Official Public Records of Williamson County, Texas. (Remainder Property Tract 2)
42. The terms, conditions and stipulations of that certain Water Line Easement and Right-of-Way dated March 24, 2006, recorded under Document No. 2006027343 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 2)
43. The terms, conditions and stipulations of that certain Memorandum of Development Agreement dated July 9, 2012, recorded under Document No. 2012056684 of the Official Public Records of Williamson County, Texas. (Remainder Property Tract 2)
44. Wastewater easement granted to City of Georgetown, by instrument dated July 18, 2018, recorded under Document No. 2018075352 of the Official Public Records of Williamson County, Texas, as shown on the Survey. (Remainder Property Tract 2)
45. Water Line Easements granted to Chisholm Trail Special Utility District as recorded under Document Nos. 2013044607, 2013044608, 2013044609, 2013044610, 2013044611, 2013044612, 2013044613, 2013044616, 2013044617, 2013048344, 2013062167, 2013064547, 2013062168, 2013091201, 2013100385, 2014019467, 2014025124, 2014025144, 2014033910, 2014038543, 2014038544, 2014047251, 2014047260, 2014058853, 2014058854 and 2014058871, all of the Official Public Records of Williamson County, Texas. (Remainder Property Tract 2)
46. The rights of Williamson County Municipal Utility District No. 25 to levy taxes and issue bonds. (Remainder Property)
47. Water Utility Easement set out in Easement recorded under Document No. 2007005595, Official Public Records of Williamson County, Texas. (2243 South Tract)



48. 20' and 10' water line easements described in Warranty Deed dated January 30, 2007, recorded in Document No. 2007008545, Official Public Records of Williamson County, Texas. (2243 South Tract)
49. Transmission line easement granted to Parkside at Mayfield Ranch, Ltd., as described in instrument recorded under Document No. 2007001629, Official Public Records of Williamson County, Texas. (2243 South Tract)
50. Inclusion within the Upper Brushy Creek WCID No. 1A. (2243 South Tract)

## **Exhibit I-2**

### **USE RESTRICTIONS FOR FIRE STATION TRACT**

#### **1 Use Restrictions**

- 1.1 Unless modified, amended, released, or terminated as provided herein, the City shall not use the Fire Station Tract (or cause, suffer or allow the Fire Station Tract to be used) during the Term for any purposes other than the following (the “Restrictions”):

1.1.1 For purposes of City of Georgetown or Emergency Services District No. 8 firefighters or fire support personnel, fire vehicles; or fire equipment, and all supporting utility infrastructure; or

1.1.2 For purposes of City of Georgetown or Emergency Services District No. 8 emergency medical service (EMS) personnel, EMS vehicles; or EMS equipment, and all supporting utility infrastructure; or

1.1.3 For purposes of City of Georgetown law enforcement personnel, law enforcement vehicles; or law enforcement equipment, and all supporting utility infrastructure; or

1.1.4 As a materials and equipment staging area for public roadway and utility construction projects; or

1.1.5 As an unimproved lot.

The uses described in Sections 1.1.1, 1.1.2 and 1.1.3 are referred to herein as “Fire Station Uses”. The City shall not be required to obtain additional consent from Grantor prior to using the Fire Station Tract for any use listed in Subsections 1.1.1 through 1.1.5.

- 1.2 If during the Term Grantor determines that the City is using or allowing the Fire Station Tract to be used for purposes other than those set forth in Section 1.1, Grantor shall provide the City written notice describing the alleged unauthorized use (the “Notice of Default”) sent via Certified Mail, Return Receipt Requested (CMRRR) to the following:

City of Georgetown  
Attn: City Manager  
808 Martin Luther King Street  
Georgetown, Texas, 78726

*with a required copy to:*

City of Georgetown  
Attn: City Attorney  
809 Martin Luther King Street  
Georgetown, Texas 78626

If the City has not ceased, or caused to cease, the unauthorized use before the date that is 120 days after its receipt of the Notice of Default, Grantor may declare the conveyance described in this Deed to be null and void by instrument filed in the Official Public Records of Williamson County, Texas and, upon such declaration, all right, title and interest of the City in the Fire Station Tract shall automatically terminate and be of no further force or effect, and title to the Fire Station Tract shall then and there wholly and absolutely and automatically revert and be vested in in Grantor or its successors and assigns without the necessity of re-entry or suit; provided, if the City begins within such 120-day period, and diligently proceeds, to cause the unauthorized use to cease, Grantor will have up to an additional 120 days to completely cease or cause to completely cease, the unauthorized use.

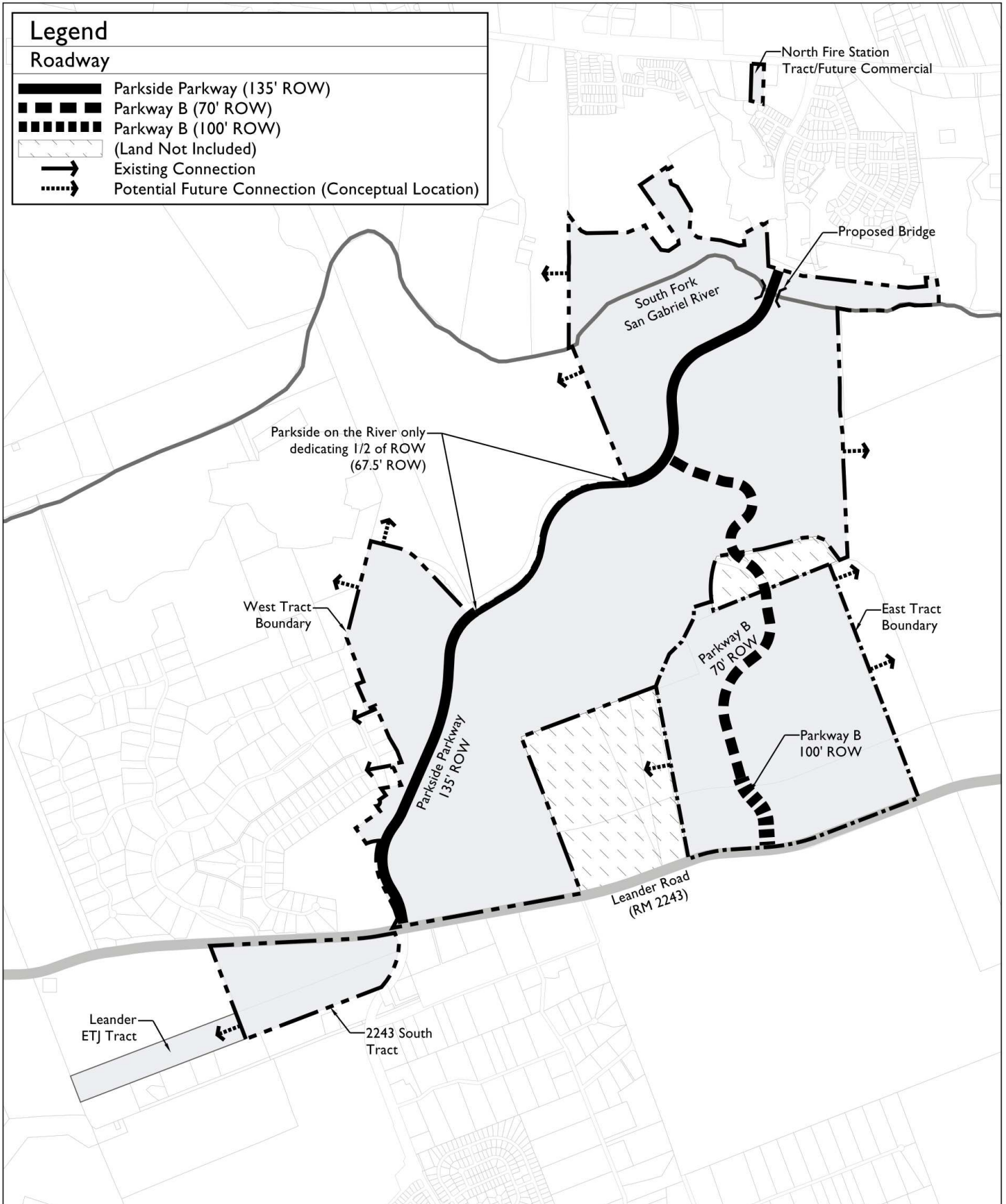
Alternatively, if the City has not commenced using the Fire Station Tract for Fire Station uses within 15 years after the date this Deed is recorded in the Official Public Records of Williamson County, Texas, Grantor may declare the conveyance described in this Deed to be null and void by instrument filed in the Official Public Records of Williamson County, Texas and, upon such declaration, all right, title and interest of the City in the Fire Station Tract shall automatically terminate and be of no further force or effect, and title to the Fire Station Tract shall then and there wholly and absolutely and automatically revert and be vested in in Grantor or its successors and assigns without the necessity of re-entry or suit.

The recording of an affidavit executed by Grantor, or its successors and assigns, stating that a termination and reversion under this Section has occurred (and the reason for such termination and reversion) shall be sufficient to confirm reversion of title to the Fire Station Tract in Grantor, or its successors and assigns.

- 1.3 Except as otherwise set forth herein, the Restrictions in Section 1.1 may only be modified or amended only with mutual written consent of duly authorized representatives of the City and Grantor. Notwithstanding the foregoing, in its sole discretion and without the prior written consent of the City, Grantor may completely release or remove any of the Restrictions set forth in Section 1.1. In such an event, Grantor shall cause a document evidencing the modification, amendment or release of the Restrictions in the Official Public Records of Williamson County, Texas.
- 1.4 Unless sooner terminated as provided under Sections 1.2 or 1.3, the Restrictions will continue in full force and effect from the date this Deed is recorded in the Official Public Records of Williamson County, Texas, and will expire and be of no further force or effect on the first to occur of any of the following events: (a) the date a Fire Station Use on the Fire Station Tract first opens to serve the public; or (b) the date that Grantor files a release of any of the Restrictions in the Official Public Records of Williamson County, Texas (but only as to the specific Restriction released). The Fire Station Tract in all events will remain subject to the Development Agreement for Parkside on the River Subdivision, dated \_\_\_\_\_, 2019, recorded under

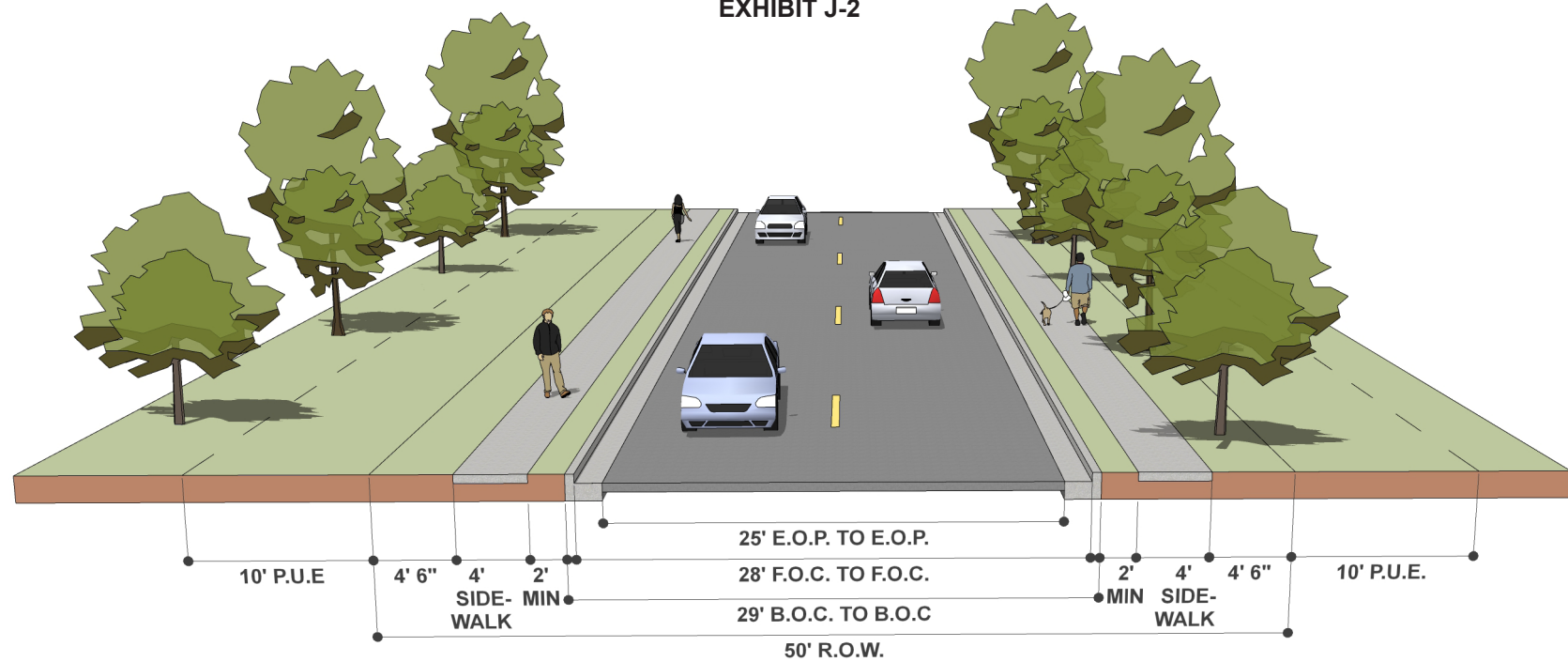
Document No. \_\_\_\_\_, Official Public Records of Williamson County,  
Texas and the Non-Residential Standards of Chapter 8 of the UDC described therein.

# Exhibit J-1



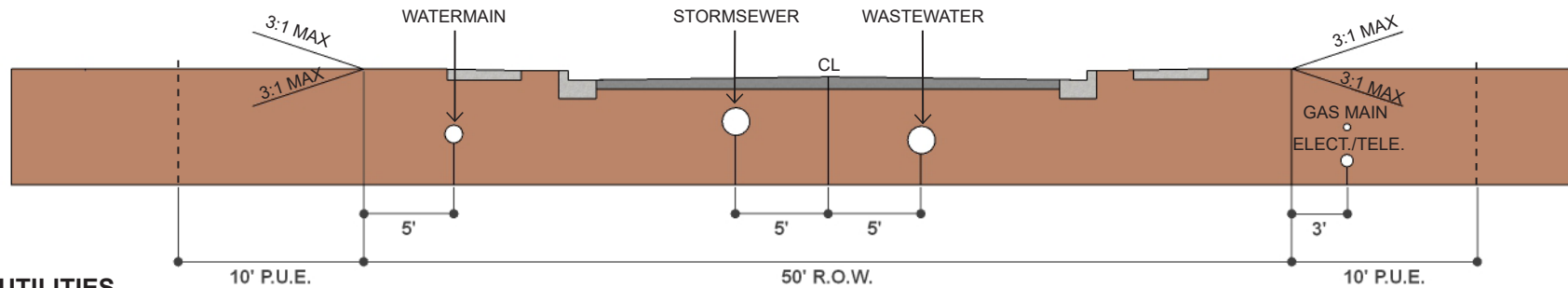
Copyright RVI

# EXHIBIT J-2



CROSS SECTION

N.T.S.



UTILITIES

N.T.S.

- DESIGN SPEED - 25 MPH



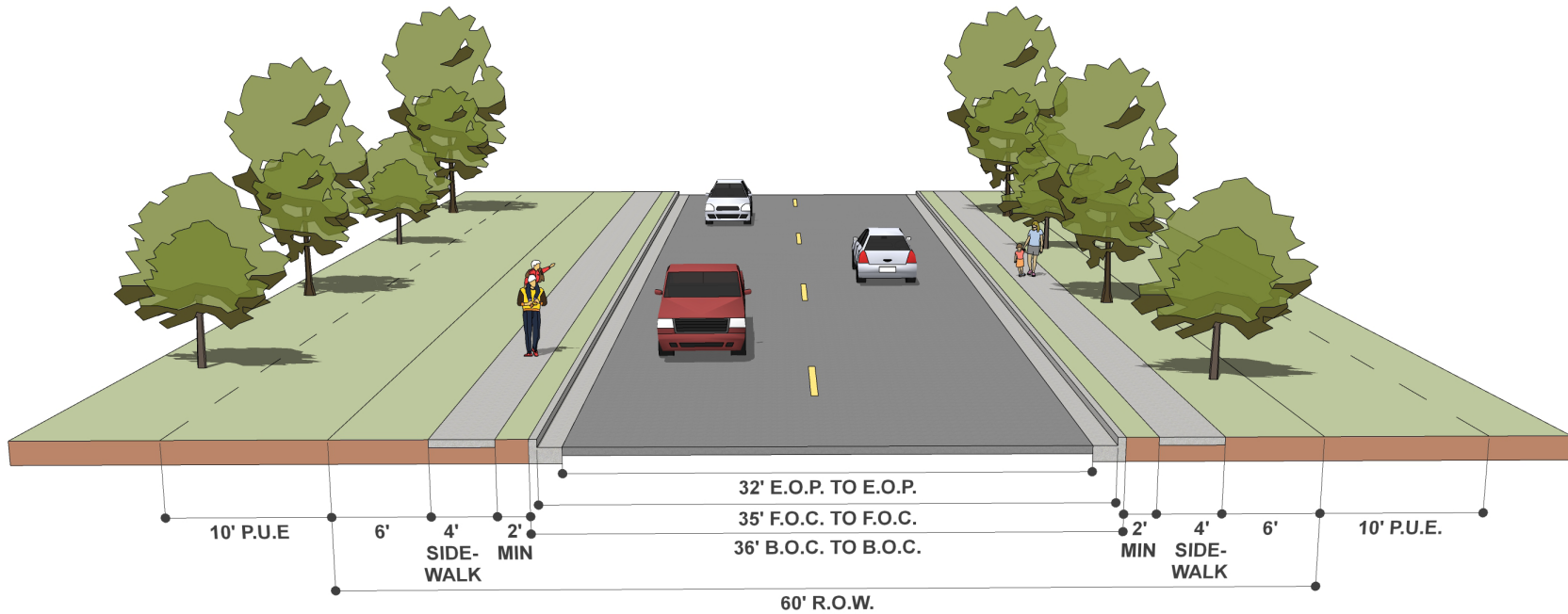
PARKSIDE ON THE RIVER • RESIDENTIAL LOCAL 50' ROADWAY • TYPICAL STREET SECTION AND UTILITIES

September 24, 2019



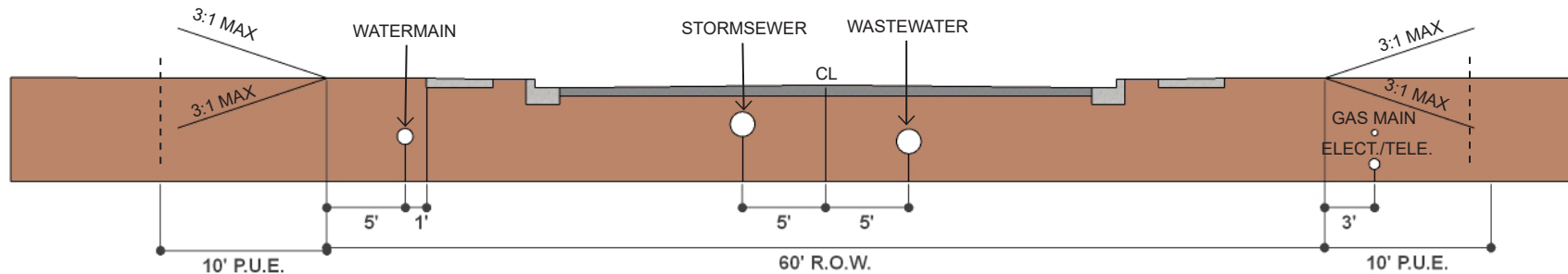
HANNA/MAGEE, L.P.

# EXHIBIT J-3



CROSS SECTION

N.T.S.



UTILITIES

N.T.S.

- DESIGN SPEED - 25 MPH



PARKSIDE ON THE RIVER • RESIDENTIAL LOCAL 60' ROADWAY • TYPICAL STREET SECTION AND UTILITIES

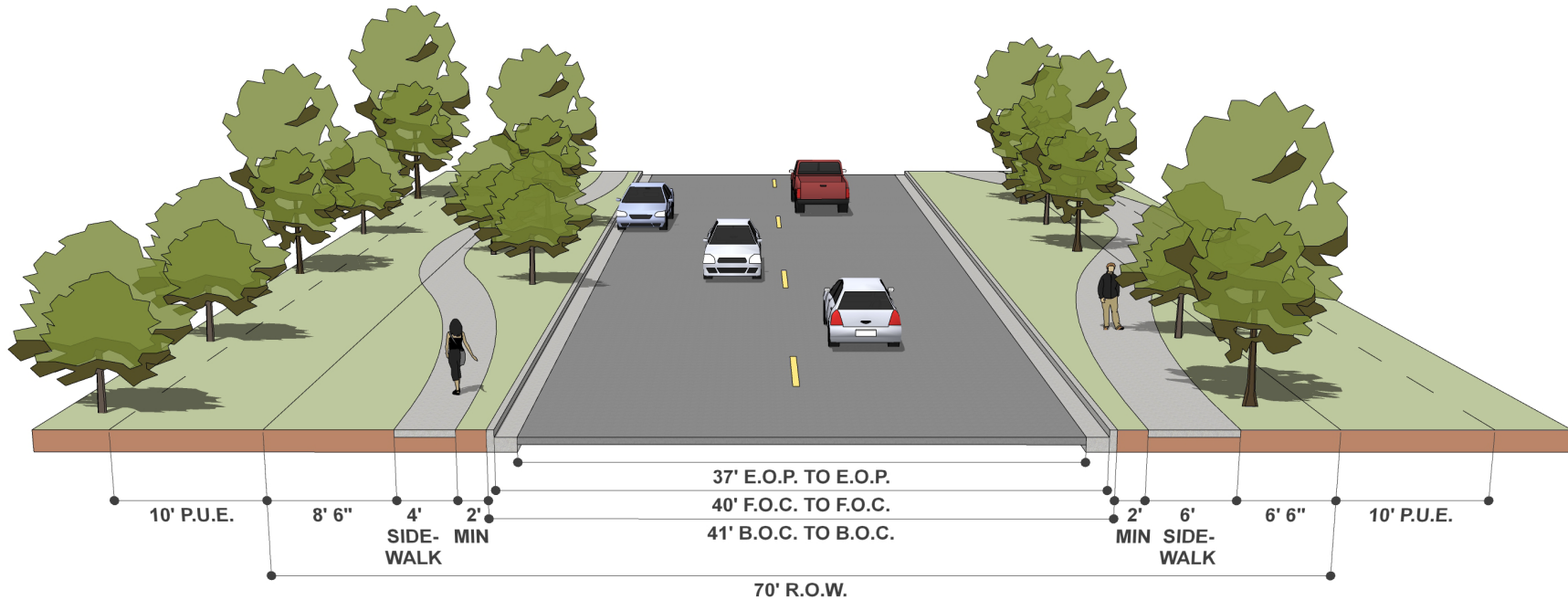
September 24, 2019



HANNA/MAGEE, L.P.

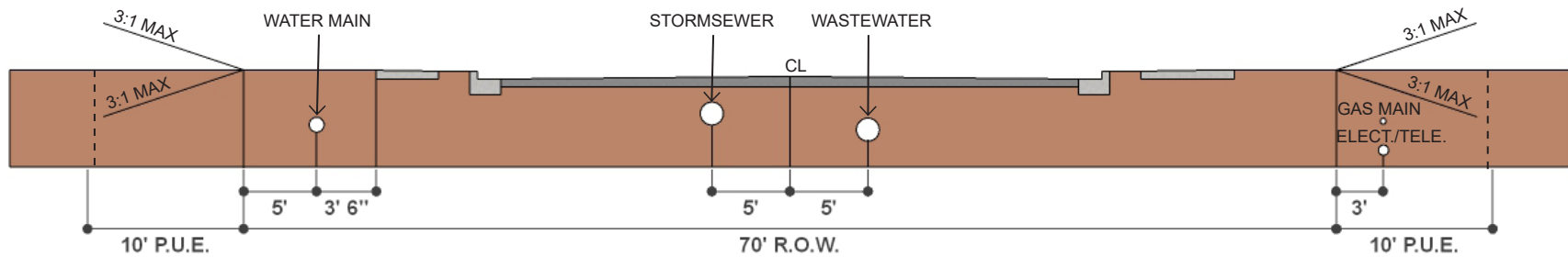


# EXHIBIT J-4



CROSS SECTION

N.T.S



UTILITIES

N.T.S

- DESIGN SPEED - 30 MPH
- SIDEWALKS TO MEANDER



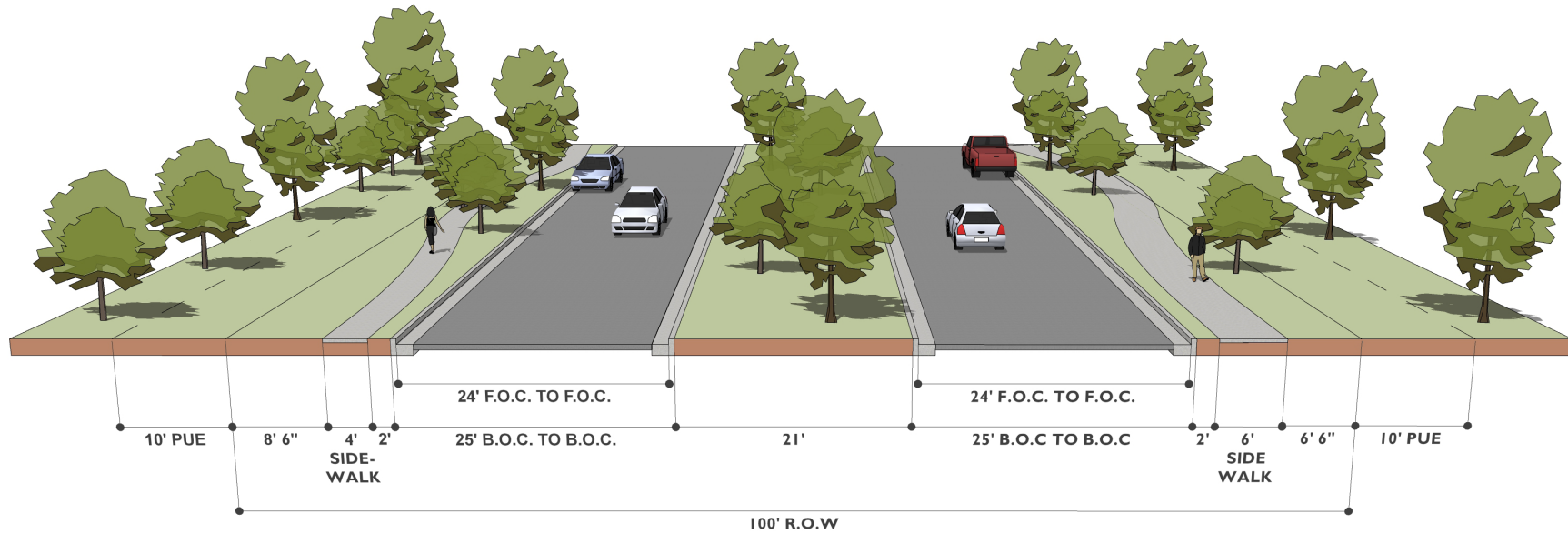
PARKSIDE ON THE RIVER • PARKWAY B - WITHOUT MEDIAN • TYPICAL STREET SECTION AND UTILITIES

September 24, 2019



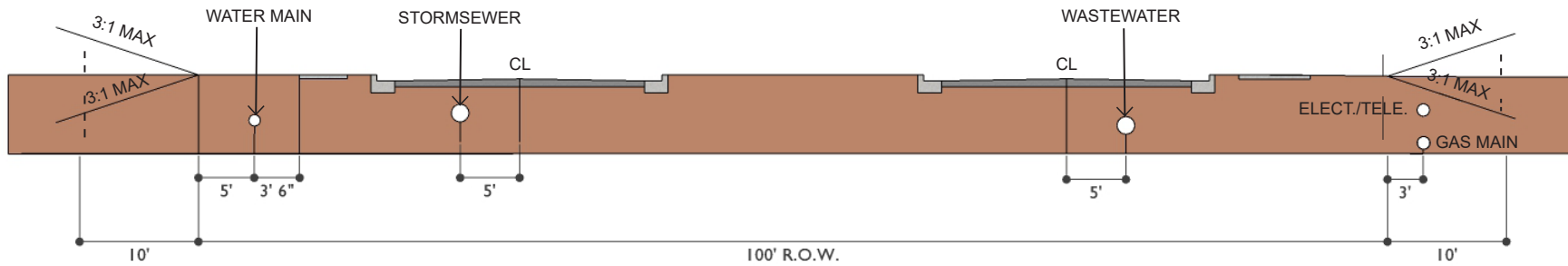
HANNA / MAGEE, L.P.

# EXHIBIT J-5



STREET SECTION

N.T.S.



UTILITIES LAYOUT

N.T.S.

- DESIGN SPEED - 30 MPH
- SIDEWALKS TO MEANDER



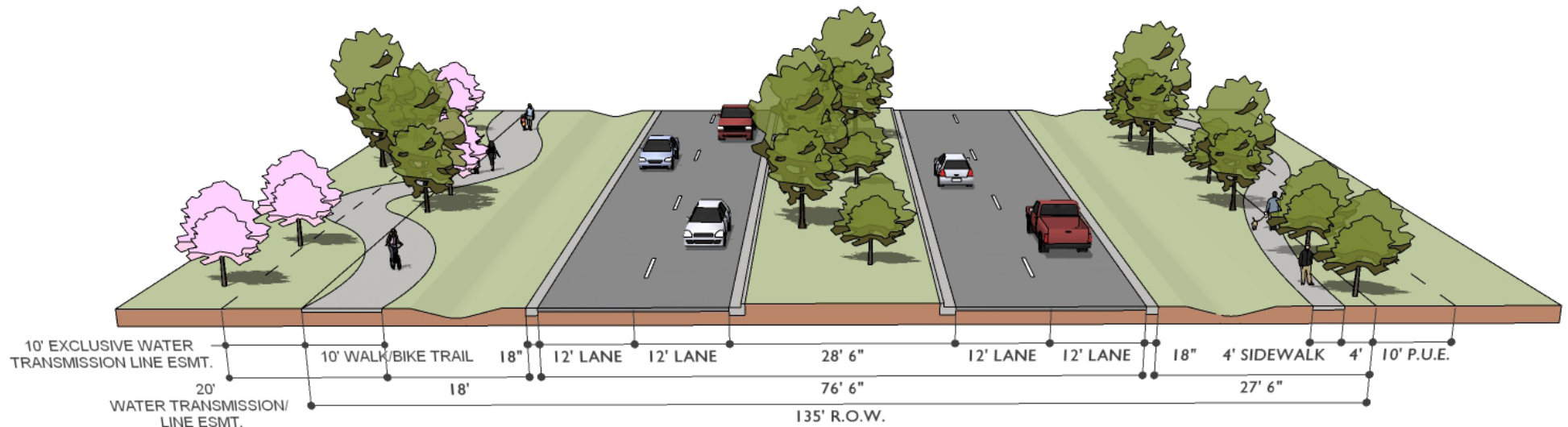
## PARKSIDE ON THE RIVER • PARKWAY B - WITH MEDIAN • TYPICAL STREET SECTION AND UTILITIES

September 24, 2019



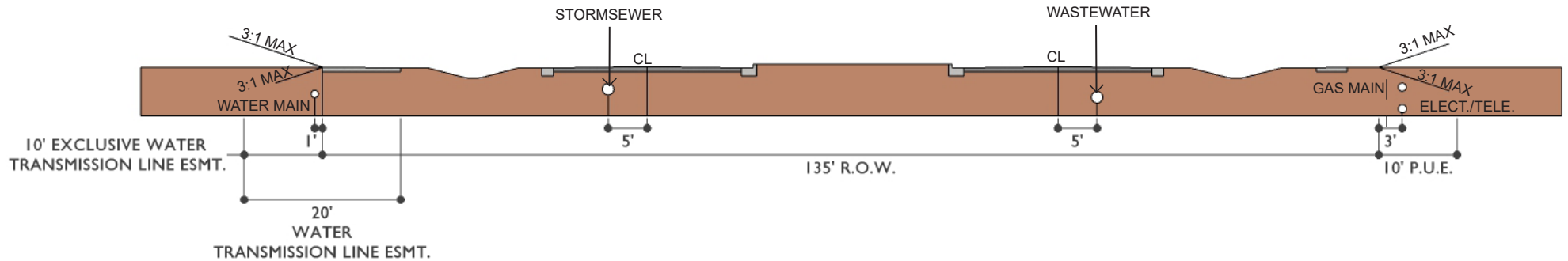
HANNA / MAGEE, L.P.

## EXHIBIT J-6



### STREET SECTION

N.T.S.



### UTILITIES LAYOUT

N.T.S.

- DESIGN SPEED - 40 MPH
- SIDEWALKS TO MEANDER
- There will be no P.U.E. over the exclusive water transmission line easement or on this side of Parkside Parkway.
- Landscaping, ground cover, shrubbery, ornamental trees, pedestrian trails, sidewalks, irrigation and shallow drainage ditches are allowed within the water transmission line easement. No utilities allowed except utility crossings.



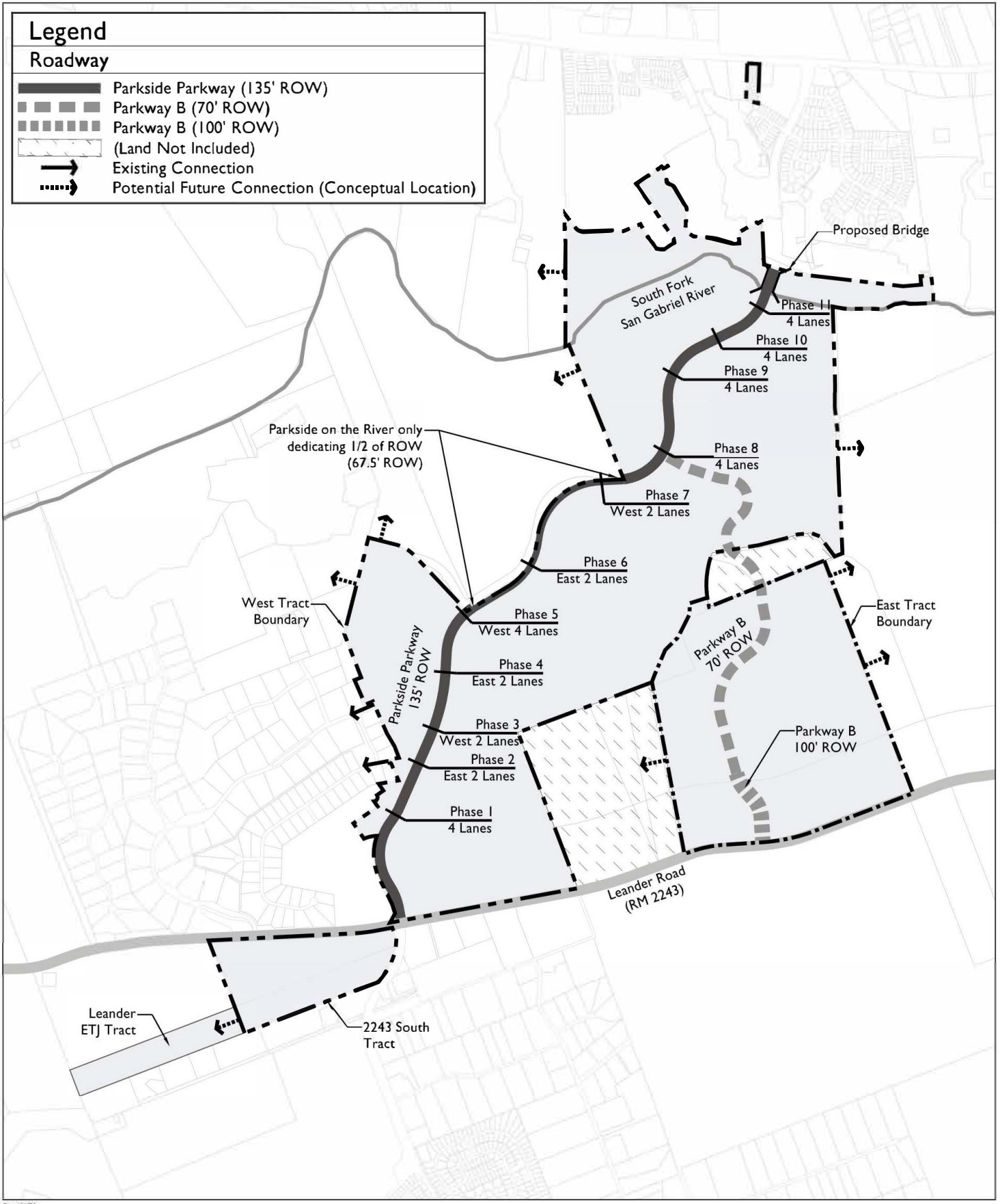
## PARKSIDE ON THE RIVER • PARKSIDE PARKWAY • TYPICAL STREET SECTION AND UTILITIES

September 24, 2019



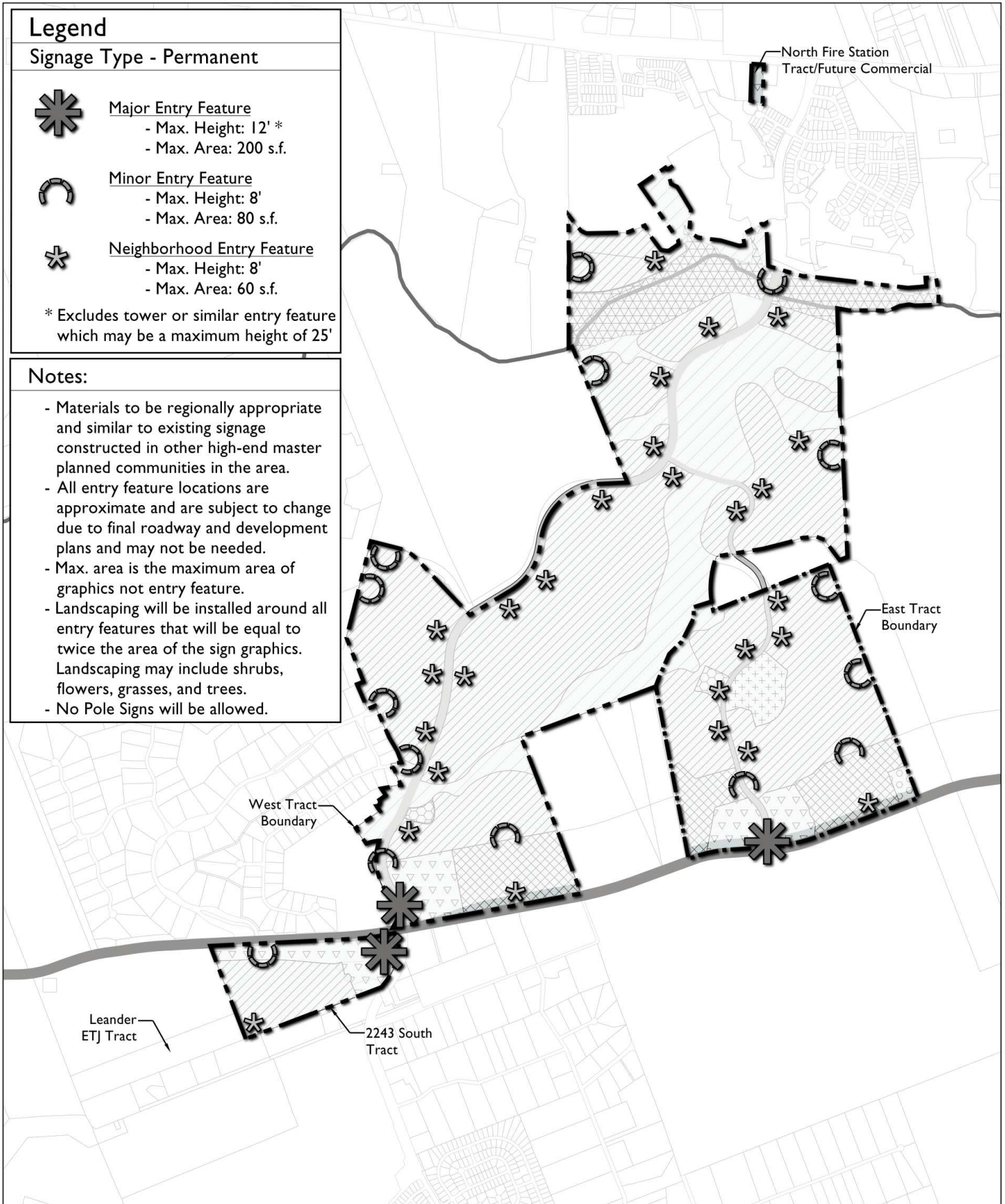
HANNA/MAGEE, L.P.

# Exhibit J-7



Copyright 1991





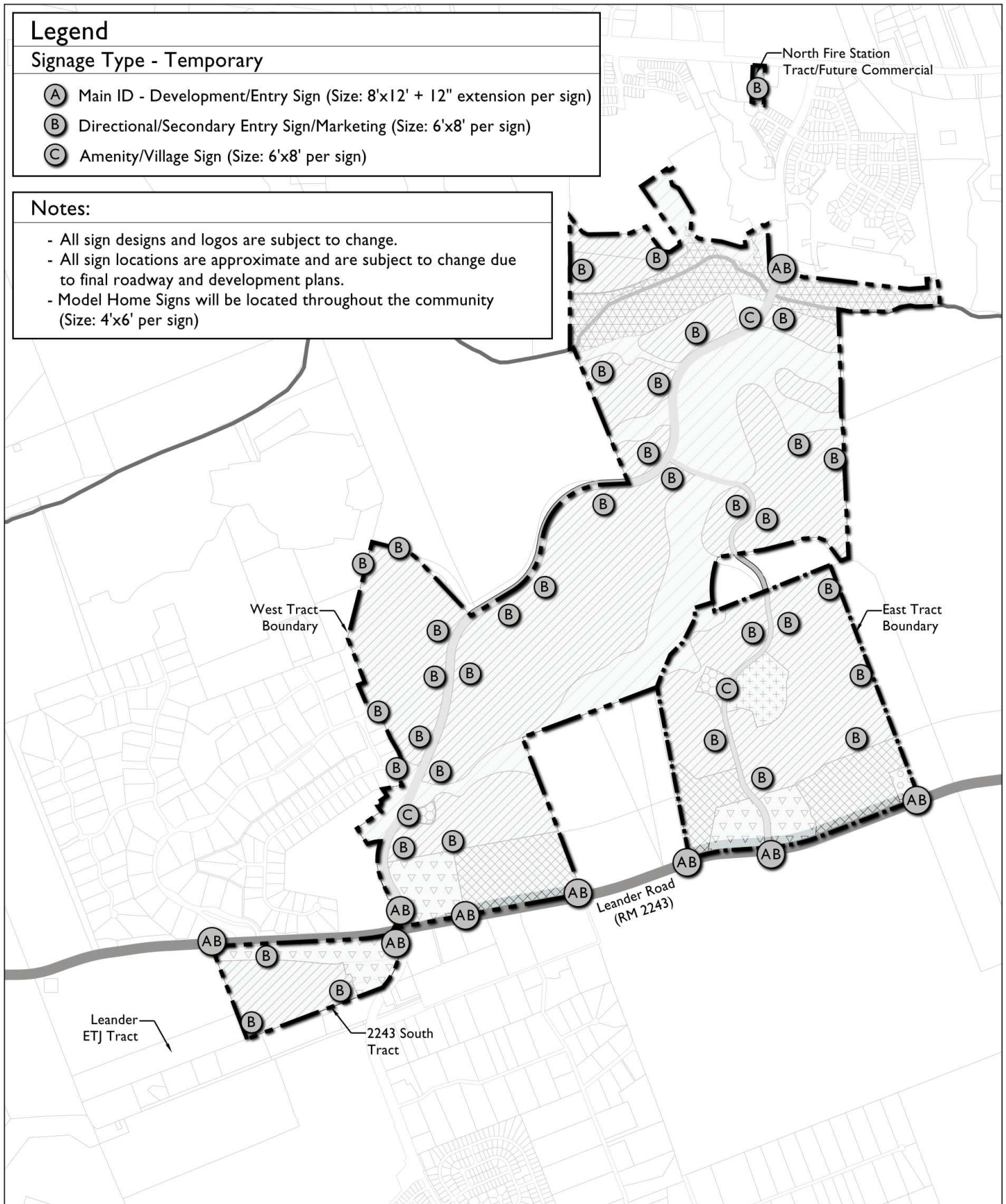
## Legend

### Signage Type - Temporary

- (A) Main ID - Development/Entry Sign (Size: 8'x12' + 12" extension per sign)
- (B) Directional/Secondary Entry Sign/Marketing (Size: 6'x8' per sign)
- (C) Amenity/Village Sign (Size: 6'x8' per sign)

### Notes:

- All sign designs and logos are subject to change.
- All sign locations are approximate and are subject to change due to final roadway and development plans.
- Model Home Signs will be located throughout the community (Size: 4'x6' per sign)



Copyright RVI

**RVI**

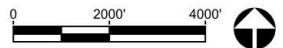
712 Congress Avenue  
Suite 300  
Austin, Texas 78701  
Tel: 512.480.0032  
www.rviplanning.com

## PARKSIDE ON THE RIVER • MARKETING AND DIRECTIONAL PLAN

■ September 24, 2019



HANNA/MAGEE, L.P.



Information furnished regarding this property is from sources deemed reliable. RVI has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.  
L:\2019\19002405 - Parkside on the River\PHOTO\Marketing\0002\Exhibit K-2.dwg





HANNA / MAGEE, L.P.



Date: 09/24/2019

### **Parkside on the River Tree Preservation Guidelines**

The following regulations apply to the Property regarding tree preservation and removal:

1. The A Tree Plan will be created for each plat. Tree Plan will state:
  - a. Trees to remove
  - b. Trees to remain
  - c. A calculation of mitigation requirements for Heritage Trees removed
  - d. A calculation for credits earned for preserving Credit Trees
2. The applicant will be allowed to remove trees under the following conditions, for all proposed land uses:
  - a. Heritage Trees with a DBH of 26-inches or greater:
    - i. 20% of these trees can be removed within a Tree Plan without any further approval from the City. Preservation priority will be given to single trunk heritage trees.
    - ii. If the Urban Forester denies the removal of a tree, then the applicant may follow section 3.23.070 (C) of the UDC. Onsite credit trees will not be applied to mitigation for removal of Heritage Trees beyond 20%.
  - b. Protected Trees with a DBH of 12-inches or greater (in high-density residential or commercial use areas):
    - i. 80% of these trees can be removed within a Tree Plan without any further approval from the City
3. The following mitigation ratios will apply:
  - a. In single-family districts, trees with a DBH less than 26-inches: None
  - b. In high-density or commercial use districts: 40% of protected trees removed, 1:1 ratio
  - c. Heritage Trees with a DBH of 26-inches or greater: 3:1 ratio
4. Credit Trees will be those single-trunk trees with a DBH of 18-inches or greater, but less than 26-inches. Credit Trees may apply up to 50% of mitigation for Heritage Tree removal within the Tree Plan for the applicable plat. Credit Trees can be applied to any mitigation requirements within the Tree Plan. Credit Trees must be located within any of the following areas:
  - a. In residential or non-residential tracts defined on the Master Concept Plan and within any of the following:
    - i. residential lot street yards
    - ii. medians
    - iii. parkways



## Exhibit L

- iv. pocket parks or public amenities
  - b. Within Parkside Parkway and Parkway B
- 5. Major collector, Arterial, or higher level classification of roadways are exempt from Heritage Tree requirements, and any trees removed shall not be included in the percentages listed above.

# Exhibit M-I

RDA - Residential Development Area - SF & MF								
Standard	Single Family						Multifamily	
	45	50	60	70+	Att. SF	2- Family	TH	MF
Lot/Parcel Area, min.(sf)	4,500	5,500	7,200	8,400	4,000	6,000	6,000	12,000
Area per dwelling, Min.	1,200	1,200	1,500	2,000	2,000	3,500	2,000	-
Units per Structure, Max.	1	1	1	1	2	2	8	No Limit
Lot Width, min. (ft)	45	50	60	70+	40	50	66	40
Front Setback min. (ft)	20	20	20	20	15	15	10	15
Side Setback, Min. (ft)	5	5	5	5	5	5	10	15
Rear Setback, Min. (ft)	10	10	10	10	10	10	10	15
Impervious Cover, Max. (%)	65	60	60	50	65	70	70	70
Building Height, Max. (ft)	35	35	35	35	35	35	40	60
Acc. Bldg. Height Max. (ft)	15	15	15	15	15	15	15	15

## Notes:

- (1) - TH - Internal Side Setback - 0; External Side Setback - 10
- (2) - If minimum side setback is five (5) feet, fire flow requirements must increase to 1,500 gallons.
- (3) - Front Lots width to be measured at front building setback.

## Architectural standards for single-family residential:

### (a) Exterior Material Treatment:

- a. At least 85% of the exterior surface area of all front elevations, all street facing elevations, and all elevations facing public/private parkland shall consist of brick, stone, or stucco (exclusive of windows, doors or other openings);
- b. The side and rear elevations not facing a public right-of-way shall consist of at least 50% brick, stone or stucco on the first floor (exclusive of windows, doors or other openings) and brick, stone, stucco or cement based siding on the second floor; and
- c. Street facing side of homes that back onto or are adjacent to arterial roads or residential collectors shall consist of 85% brick, stone or stucco on street facing side (exclusive of windows, doors or other openings).

### (b) Front Elevation Features. At least a minimum of two (2) of the following design options shall be incorporated into front elevations and included on the architectural plans submitted for building permits:

- a. Covered front porch or patio with a minimum size of 60 square feet;
- b. A garage door recessed from the primary front facade a minimum of two feet (2'-0") for garage doors that face the front street;
- c. Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house);
- d. Shed roof or trellis (at least 18" deep) above the garage door;
- e. A combination of at least two roof types (e.g. hip and gable) or two (2) different roof planes of varying height and/or direction;
- f. Two (2) or more masonry finishes to compliment the architectural style of the home; or
- g. The addition of one or more dormers on the front elevation to compliment the architectural style of the home.

Roof overhang of 18" permitted within side setback.

## Exhibit M-3

### Commercial Development Area Dimensional Standards

Dimension	
Lot Area, minimum	--
Lot Width, minimum feet	--
Front setback, min. feet	15 feet
Side Setback, min feet	10 feet
Rear Setback, min feet	10 feet
Impervious Coverage, max. %	70%
Building Height, max feet	50 feet

## Exhibit N

### Draw Procedure for Bridge and Water Transmission Line

Primary Owner may submit requests for reimbursement from the Bridge Funds after the Bridge Draw Date for the amounts required to pay the actual hard and soft costs incurred to build the Bridge and for reimbursement from the City's general funds for the amounts required to pay the actual hard and soft costs incurred to build the Water Transmission Line, in each instance in accordance with the procedure set out in this **Exhibit N** (the "*Draw Procedure*").

Primary Owner will submit requests for reimbursement (each, a "*Draw Request*") for work completed on the Bridge and for work completed on the Water Transmission Line in accordance with this Exhibit. No Draw Request will be submitted for the Bridge Funds until after the Bridge Draw Date. No Draw Request will be submitted for payment of costs of the Water Transmission Line until the City has approved the plans for the Water Transmission Line and Primary Owner has begun construction of the Water Transmission Line. Primary Owner will be reimbursed for the actual cost of designing the Water Transmission Line and for processing the plans for the Water Transmission Line as set out in Section 5.03 of the foregoing Agreement.

Primary Owner will not submit Draw Requests for reimbursement for costs of the Bridge more frequently than once every 30 days and Primary Owner will not submit Draw Requests for reimbursement for costs of the Water Transmission Line more frequently than once every 30 days. In order to process Draw Requests, Primary Owner will provide the City with information necessary to process a check request, including but not limited to, a completed IRS Form W9 (Request for Taxpayer Identification Number) and the City's Vendor Application Form. Each Draw Request will be submitted to the City's Systems Engineering Director and accompanied by documentation that clearly describes the completed work on the Bridge or Water Transmission Line, as applicable, for which reimbursement is sought, and where applicable, evidence of payment or lien waivers for same from all contractors, subcontractors and suppliers through the immediately preceding payment period. Each Draw Request will include such information and documents in Primary Owner's possession and control as the City reasonably may require to properly review and process the Draw Request, and a current contractor's pay estimate showing work completed to date and the remaining cost of the work, certified by the engineer. As to Draw Requests for Bridge Funds only, if a certified pay estimate shows a deficiency between the Bridge Funds and the cost of achieving Completion of the Bridge, Primary Owner will pay the deficiency from other funds before the Draw Request is paid. The City will promptly review each Draw Request and respond to Primary Owner within 15 days after receipt thereof. If the City determines a Draw Request correctly states the amount owing to the persons reflected therein, the City will notify Primary Owner in writing of approval of the Draw Request within such 15-day period, and will remit the approved amount to Primary Owner within 15 days after notice of approval. If the City determines the Draw Request does not correctly state the amounts owing to the persons reflected thereon, the City will notify Primary Owner of the discrepancy, which notice will include all supporting documentation upon which the notice of discrepancy is based.

The City and Primary Owner will work diligently and in good faith to resolve the discrepancy. Either party may refer the matter to the City Manager for resolution of the dispute. Failure of the City to respond to a Draw Request within 15 days will not be construed as approval by the City of the Draw Request. The City is not obligated to process Draw Requests during any period when the City has notified Primary Owner that Primary Owner is in default under this Agreement.

**Exhibit O-1**  
**Form of Traffic Signal Fiscal Security**

---

Irrevocable Letter of Credit

---

**Issuance Date:** \_\_\_\_\_ **Irrevocable Letter of Credit No.** \_\_\_\_\_

**Beneficiary:**

City of Georgetown, a Texas home rule municipality  
Attn: Assistant City Manager  
808 Martin Luther King Jr. St.  
Georgetown, Texas 78626

**Owner/Applicant:**

HM Parkside, LP, a Texas limited partnership  
Attn: Blake J. Magee  
1011 N. Lamar Blvd.  
Austin, Texas 78703

**Stated Amount:** \_\_\_\_\_ U.S. DOLLARS  
(\$ \_\_\_\_\_)

**Issuer:**

Name  
Address 1  
Address 2  
City, State, Zip Code  
Phone  
Fax

**Expiration Date:** \_\_\_\_\_, 20\_\_ at 4:00 P.M. Central Standard Time.

At the request and account of OWNER/APPLICANT, ISSUER hereby opens in favor of BENEFICIARY our Irrevocable Letter of Credit for the STATED AMOUNT available by BENEFICIARY'S draft at sight drawn on ISSUER purportedly signed by either BENEFICIARY'S City Manager or Assistant City Manager. This Letter of Credit authorizes BENEFICIARY to draw on ISSUER in amounts which in the aggregate shall not exceed the STATED AMOUNT, which represents the required amount of the traffic



signal fiscal security for the \_\_\_\_ "2243/Parkside Parkway Intersection" and/or the \_\_\_\_ "2243 Parkway B Intersection" (checked as applicable, and as both terms are defined in that certain "Development Agreement – Parkside at the River Subdivision" between OWNER/APPLICANT and BENEFICIARY dated to be effective on \_\_\_\_\_ (the "AGREEMENT")) pertaining to design and construction of the 2243/Parkside Parkway Intersection for the \_\_\_\_ "2243/Parkside Parkway Intersection" and/or the \_\_\_\_ "2243 Parkway B Intersection."

Funds under this Irrevocable Letter of Credit shall be made available to the BENEFICIARY on receipt by the ISSUER of a Sight Draft in the form attached to this Letter of Credit as "Annex A", accompanied by the original of this Letter of Credit, and a Certificate in the form attached to this Letter of Credit as "Annex B" dated and signed by a purported authorized representative of the BENEFICIARY, with such signature acknowledged, stating that the BENEFICIARY is entitled to draw under this Letter of Credit. **No further substantiation of the claim(s) shall be required.**

ISSUER shall be entitled to accept a sight draft and certificate describe above under the terms of this Letter of Credit from the City Manager or the Assistant City Manager of the BENEFICIARY, with such signature acknowledged, without any obligation or duty to verify the authority or identity of the person presenting the sight draft or certificate.

Partial drawings are permitted only per the terms of the AGREEMENT, but not more frequently than once per month.

Upon receipt of one or more Sight Drafts described above, Issuer shall disburse the funds to the City of Georgetown, Texas, Attn: Assistant City Manager, 808 Martin Luther King Jr. St., Georgetown, Texas 78626, in the amount stated in the Sight Draft. Such demand(s) will be honored if presented in person or by facsimile transmission on or before 4:00 o'clock pm Central Standard Time before the expiration date of this irrevocable letter of credit. If demand is presented before 10:00 a.m. Central Standard Time, funds must be received before 2:00 p.m. Central Standard Time the same day. If demand is presented after 10:00 a.m. Central Standard Time, funds must be received before 2:00 p.m. Central Standard Time the next business day. Funds may be received by wire transfer.

This Irrevocable Letter of Credit shall be governed by the laws of the State of Texas and venue for any disputes shall be in Williamson County, Texas.

Issuer shall provide written notification to the City of Georgetown, Texas, Attn: Assistant City Manager, 808 Martin Luther King Jr. St., Georgetown, Texas 78626, at least forty-five

(45) calendar days prior to the expiration of this Irrevocable Letter of Credit as advice of the pending expiration.

It is a condition of this Irrevocable Letter of Credit that it shall be deemed automatically extended without amendment for a period of one (1) year from the present or any future Expiration Date.

ISSUER:

\_\_\_\_\_  
(Authorized Signature)  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ANNEX B TO TRAFFIC SIGNAL FISCAL SECURITY  
DRAW CERTIFICATE**

**DATE:** \_\_\_\_\_

**REF. NO.** \_\_\_\_\_

**TO:**

**Issuer:**

Name

Address 1

Address 2

City, State, Zip Code

Phone

Fax

**FROM:**

**Beneficiary:**

City of Georgetown, a Texas home rule municipality

Attn: Assistant City Manager

808 Martin Luther King Jr. St.

Georgetown, Texas 78626

**AT SIGHT, PAY TO THE ORDER OF THE CITY OF GEORGETOWN, TEXAS,**

\_\_\_\_\_ U.S. DOLLARS (\$

\_\_\_\_\_) drawn under \_\_\_\_\_ (name of issuer)

Irrevocable Standby Letter of Credit No. \_\_\_\_\_ dated

\_\_\_\_\_ 20\_\_.

**BENEFICIARY**

**CITY OF GEORGETOWN, TEXAS**

\_\_\_\_\_  
(Authorized Signature)

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

Name: \_\_\_\_\_

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

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(seal)

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

**Exhibit O-1**

**Form of Traffic Signal Fiscal Security**

**Page 4**

**ANNEX C TO TRAFFIC SIGNAL FISCAL SECURITY  
DRAW CERTIFICATE**

**DATE:** \_\_\_\_\_

**LETTER OF CREDIT . NO.** \_\_\_\_\_

**TO:**

**Issuer:**

Name

Address 1

Address 2

City, State, Zip Code

Phone

Fax

**FROM:**

**Beneficiary:**

City of Georgetown, a Texas home rule  
municipality

Attn: Assistant City Manager

808 Martin Luther King Jr. St.

Georgetown, Texas 78626

Ladies and Gentlemen:

The undersigned, as authorized representative of Beneficiary hereby certifies to you with reference to Letter of Credit No. \_\_\_\_\_ that (*check applicable*):

☐ The Letter of Credit will expire in 45 days and is not being renewed or replaced; or

☐ Owner/Applicant has defaulted on its obligations under the AGREEMENT pertaining to the \_\_\_\_ RM 2243/Parkside Parkway Intersection or the \_\_\_\_ RM 2243/Parkway B Intersection (as defined in the AGREEMENT) or

☐ The Completion of the the \_\_\_\_ RM 2243/Parkside Parkway Intersection or the \_\_\_\_ RM 2243/Parkway B Intersection (as defined in the AGREEMENT) has occurred.

STATE OF TEXAS                      §

§

COUNTY OF WILLIAMSON        §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(seal)

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

**Exhibit O-2**  
**Form of Bridge Fiscal Security**

---

Irrevocable Letter of Credit

---

**Issuance Date:** \_\_\_\_\_ **Irrevocable Letter of Credit No.** \_\_\_\_\_

**Beneficiary:**

City of Georgetown, a Texas home rule municipality  
Attn: Assistant City Manager  
808 Martin Luther King Jr. St.  
Georgetown, Texas 78626

**Owner/Applicant:**

HM Parkside, LP, a Texas limited partnership  
Attn: Blake J. Magee  
1011 N. Lamar Blvd.  
Austin, Texas 78703

**Stated Amount:** \_\_\_\_\_ U.S. DOLLARS  
(\$ \_\_\_\_\_)

**Issuer:**

Name  
Address 1  
Address 2  
City, State, Zip Code  
Phone  
Fax

**Expiration Date:** \_\_\_\_\_, 20\_\_ at 4:00 P.M. Central Standard Time.

At the request and account of OWNER/APPLICANT, ISSUER hereby opens in favor of BENEFICIARY our Irrevocable Letter of Credit for the STATED AMOUNT available by BENEFICIARY'S draft at sight drawn on ISSUER purportedly signed by either BENEFICIARY'S City Manager or Assistant City Manager. This Letter of Credit authorizes BENEFICIARY to draw on ISSUER in amounts which in the aggregate shall not exceed the STATED AMOUNT, which represents the required amount of the "Bridge

Fiscal Security" as under that certain " Development Agreement – Parkside at the River Subdivision" between OWNER/APPLICANT and BENEFICIARY dated to be effective on \_\_\_\_\_ (the "AGREEMENT") pertaining to design and construction of the Bridge (as that term is defined in the AGREEMENT).

Funds under this Irrevocable Letter of Credit shall be made available to the BENEFICIARY on receipt by the ISSUER of a Sight Draft in the form attached to this Letter of Credit as "Annex A", accompanied by the original of this Letter of Credit, and a Certificate in the form attached to this Letter of Credit as "Annex B" dated and signed by a purported authorized representative of the BENEFICIARY, with such signature acknowledged, stating that the BENEFICIARY is entitled to draw under this Letter of Credit. **No further substantiation of the claim(s) shall be required.**

ISSUER shall be entitled to accept a sight draft and certificate describe above under the terms of this Letter of Credit from the City Manager or Assistant City Manager of the BENEFICIARY, with such signature acknowledged, without any obligation or duty to verify the authority or identity of the person presenting the sight draft or certificate.

Partial drawings are permitted only per the terms of the AGREEMENT, but not more frequently than once per month.

Upon receipt of one or more Sight Drafts described above, Issuer shall disburse the funds to the City of Georgetown, Texas, Attn: Assistant City Manager, 808 Martin Luther King Street Georgetown, Texas 78626, in the amount stated in the Sight Draft. Such demand(s) will be honored if presented in person or by facsimile transmission on or before 4:00 o'clock pm Central Standard Time before the expiration date of this irrevocable letter of credit. If demand is presented before 10:00 a.m. Central Standard Time, funds must be received before 2:00 p.m. Central Standard Time the same day. If demand is presented after 10:00 a.m. Central Standard Time, funds must be received before 2:00 p.m. Central Standard Time the next business day. Funds may be received by wire transfer.

This Irrevocable Letter of Credit shall be governed by the laws of the State of Texas and venue for any disputes shall be in Williamson County, Texas.

Issuer shall provide written notification to the City of Georgetown, ATTN: Chief Assistant City Manager, 808 Martin Luther King Street, Georgetown, Texas 78626, at least forty-five (45) calendar days prior to the expiration of this Irrevocable Letter of Credit as advice of the pending expiration.

It is a condition of this Irrevocable Letter of Credit that it shall be deemed automatically extended without amendment for a period of one (1) year from the present or any future Expiration Date.

ISSUER:

\_\_\_\_\_  
(Authorized Signature)

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

Name: \_\_\_\_\_

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



ANNEX B TO BRIDGE FISCAL SECURITY  
DRAW CERTIFICATE

DATE: \_\_\_\_\_

REF. NO. \_\_\_\_\_

TO:

Issuer:

Name

Address 1

Address 2

City, State, Zip Code

Phone

Fax

FROM:

Beneficiary:

City of Georgetown, a Texas home rule municipality

Attn: Assistant City Manager

808 Martin Luther King Jr. St.

Georgetown, Texas 78626

AT SIGHT, PAY TO THE ORDER OF THE CITY OF GEORGETOWN, TEXAS,

\_\_\_\_\_ U.S. DOLLARS (\$

\_\_\_\_\_) drawn under \_\_\_\_\_ (name of issuer)

Irrevocable Standby Letter of Credit No. \_\_\_\_\_ dated

\_\_\_\_\_ 20\_\_.

BENEFICIARY

CITY OF GEORGETOWN, TEXAS

\_\_\_\_\_  
(Authorized Signature)

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

Name: \_\_\_\_\_

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

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(seal)

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

**ANNEX C TO BRIDGE FISCAL SECURITY  
DRAW CERTIFICATE**

**DATE:** \_\_\_\_\_

**LETTER OF CREDIT . NO.** \_\_\_\_\_

**TO:**

**Issuer:**

Name

Address 1

Address 2

City, State, Zip Code

Phone

Fax

**FROM:**

**Beneficiary:**

City of Georgetown, a Texas home rule  
municipality

Attn: Assistant City Manager

808 Martin Luther King Jr. St.

Georgetown, Texas 78626

Ladies and Gentlemen:

The undersigned, as authorized representative of Beneficiary, hereby certifies to you with reference to Letter of Credit No. \_\_\_\_\_ that *(check as applicable)*:

☐ The amount remaining the Letter of Credit plus the Bridge Fund (as that term is defined in the AGREEMENT) is at least equal to the most current contract sum for construction of the Bridge; or

☐ The Letter of Credit will expire in 45 days and is not being renewed or replaced; or

☐ The Completion of the Bridge has occurred.

STATE OF TEXAS                      §

§

COUNTY OF WILLIAMSON        §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(seal)

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

City of Georgetown, Texas  
City Council Regular Meeting  
October 8, 2019

**SUBJECT:**

Consideration and possible action to approve a **Resolution** of the City Council of Georgetown Texas approving the **Second Amended and Restated Consent Agreement** between the City of Georgetown, Laredo W.O., Ltd., HM Parkside, LP, HM CR 176-2243, L.P., **Williamson County Municipal Utility District No. 25**, and, upon their creation, **Parkside on the River Municipal Utility District No. 1** and the Additional District consisting of approximately **1,210 acres** generally situated **south of SH 29 at Water Oak Parkway** and **north of RM 2243/Leander Road** between the Preserve Subdivision and the River Ridge Subdivision, and also including an approximately **62 acre tract** located **south of RM 2243** and **west side of CR 176** -- Wayne Reed, Assistant City Manager

**ITEM SUMMARY:**

Council is being asked to take action on a resolution concerning the Second Amended and Restated Consent Agreement. The existing 2012 Amended and Restated Consent Agreement is being amended and restated to address the fact that the Water Oak Subdivision and Parkside on the River Subdivision will be developed by different developers; to modify several financial terms; to grant Council approval for WCMUD No. 25 to annex additional land into its boundaries so the Primary Owner or Affiliated LP can commence development of that land under existing WCMUD No. 25; and to grant Council approval for commencing the City's deannexation process as to those portions of the land owned by Primary Owner or Affiliated LP that is currently within the City limits.

**FINANCIAL IMPACT:**

There is no financial impact to the City by approving the Second Amended and Restated Consent Agreement.

Financial Terms proposed in the Second Amended and Restated Consent Agreement for Williamson County MUD #25 (WCMUD #25), the proposed Parkside on the River MUD No. 1, and the Additional District:

**District Only Tax Rate (Maximum):** \$0.92/\$100 assessed valuation

**Maximum Maturity of Bonds:** 30 years from the date of issuance for any one series of bonds, excluding refunding Bonds.

**Refunding of Bonds:** The issuing District shall reserve the right to redeem Bonds at any time beginning not later than the tenth (10th) anniversary of the date of issuance, without premium. No variable rate Bonds shall be issued by a District.

**Maximum Issuance Period between First and Last Bonds:** The latest Bond issuance date for WCMUD No. 25 shall be the date that is fifteen (15) years after the date of the First Bond Issuance Date, the latest Bond issuance date for POR MUD No. 1 shall be the date that is fifteen (15) years after the date of first Bond issuance by POR MUD No. 1 and the latest Bond issuance date for the Additional District shall be the date that is fifteen (15) years after the date of first Bond issuance by the Additional District.

**Reimbursement Agreements:** WCMUD No. 25 agrees not to issue Bonds, except for refunding Bonds, on or after the date that is fifteen (15) years after the First Bond Issuance Date. POR MUD No. 1 and the Additional District each agree not to issue Bonds, except for refunding Bonds, on or after the date that is fifteen (15) years after the date of first Bond issuance by each of them, respectively.

**Facilities Bonds may be issued to Finance:** Water, Wastewater, Storm Drainage, Roads, Bridge, Recreational Facilities, and Refunding Bonds

**SUBMITTED BY:**

Wayne Reed, Assistant City Manager

**ATTACHMENTS:**

Resolution #10082019-N

**RESOLUTION NO. 10082019-N**

**A RESOLUTION OF THE CITY COUNCIL OF GEORGETOWN, TEXAS, APPROVING THE "SECOND AMENDED AND RESTATED CONSENT AGREEMENT" BY AND BETWEEN THE CITY OF GEORGETOWN, LAREDO W.O., LTD., HM PARKSIDE, L.P., HM CR 176-2243, L.P., WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 25 AND, UPON THEIR CREATION, PARKSIDE ON THE RIVER MUNICIPAL UTILITY DISTRICT NO. 1 AND AN ADDITIONAL DISTRICT TO BE CREATED PURSUANT TO SAID AGREEMENT; MAKING CERTAIN FINDINGS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, The City, Williamson County Municipal Utility District No. 25, and Laredo W.O., Ltd. previously entered into that certain "Amended and Restated Consent Agreement," dated to be effective on January 11, 2012, and recorded in the Official Public Records of Williamson County, Texas as Document No. 2012006198 (the "*Original Consent Agreement*"), pertaining to approximately 1,354.715 acres of land (the "*Original Land*"), more or less, in Williamson County, Texas, which is described in the Original Consent Agreement.

WHEREAS, after the effective date of the Original Consent Agreement, HM Parkside, L.P. acquired approximately 1,146.5911 acres out of the Original Land which it intends to develop separately from Laredo W.O., Ltd.; HM CR 176-2243, L.P., acquired approximately 61.105 acres of additional land (outside of the Original Land) which it intends to develop separately from Laredo W.O., Ltd.; the City consented to the creation of Parkside on the River Municipal Utility District No. 1 over a portion of the Original Land; HM CR 176-2243, L.P. is seeking the City's approval to annex its 61.105 acres of land into the boundaries of Williamson County Municipal Utility District No. 25; and the parties desire to make changes other changes to the Original Agreement relating to the Bond Issuance provisions, Master Development Fee; water and wastewater provisions, and other rights and obligations of the parties in light of the changed land ownership and other changed circumstances.

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

1. The City Council hereby finds that the foregoing recitals are true and correct and the recitals are hereby incorporated into this Resolution by reference for all purposes as set forth in full.
2. The City Council hereby approves the Second Amended and Restated Consent Agreement in substantially the form attached hereto as **Attachment 1**.
3. The Mayor is authorized to sign this Resolution and the Second Amended and Restated Consent Agreement in substantially the form attached hereto as **Attachment 1**, and the City Secretary is authorized to attest.
4. This Resolution shall be effective immediately upon its adoption.

**Attachment List:**

Attachment 1 - Second Amended and Restated Consent Agreement

PASSED AND APPROVED on the 8th day of October, 2019.

ATTEST:

THE CITY OF GEORGETOWN:

---

Robyn Densmore  
City Secretary

---

Dale Ross  
Mayor

APPROVED AS TO FORM:

---

Charlie McNabb, City Attorney

## SECOND AMENDED AND RESTATED CONSENT AGREEMENT

THE STATE OF TEXAS           §

§

COUNTY OF WILLIAMSON       §

This SECOND AMENDED AND RESTATED CONSENT AGREEMENT (“*Agreement*”) is entered into by and between the City of Georgetown, Texas, a home-rule municipality located in Williamson County, Texas (“*City*”), Laredo W.O., Ltd., a Texas limited partnership (“*LWO*”), HM Parkside, LP, a Texas limited partnership (“*HM Parkside*”), HM CR 176-2243, L.P., a Texas limited partnership (“*HM-CR*”), Williamson County Municipal Utility District No. 25, a municipal utility district created under Chapters 49 and 54 of the Texas Water Code (“*WCMUD No. 25*”) and, upon their creation, Parkside on the River Municipal Utility District No. 1 (“*POR MUD No. 1*”) and the Additional District.

### **ARTICLE I** **INTRODUCTION**

1.01 The City and LWO previously entered into that certain "Amended and Restated Development Agreement Concerning the Water Oak Subdivision (f/k/a ABG Subdivision)," dated to be effective on March 14, 2012, recorded in the Official Public Records of Williamson County, Texas as Document No. 2012027884 (the "*Amended and Restated Development Agreement*"), which was amended by the "First Amendment to the Amended and Restated Development Agreement Concerning the Water Oak Subdivision," dated to be effective on November 11, 2015, recorded in the Official Public Records of Williamson County, Texas as Document No. 2016008515 (the "*First Amendment*") (collectively, the Amended and Restated Development Agreement and First Amendment are referred to herein as the (“*Original Development Agreement*”) pertaining to approximately 1,354.715 acres of land, more or less, in Williamson County, Texas, which is described on **Exhibit A**, attached (the "*Original Land*").

1.02 The City, WCMUD No. 25, and LWO also entered into that certain "Amended and Restated Consent Agreement," dated to be effective on January 11, 2012, and recorded in the Official Public Records of Williamson County, Texas as Document No. 2012006198 ("*Original Consent Agreement*"), pertaining to the Original Land.

1.03 On or about June 6, 2016, LWO filed a petition for relief under Chapter 11 of the United States Bankruptcy Code (*In Re: Laredo WO, Ltd, Debtor*, Case No. 16-51297-RBK), in the United States Bankruptcy Court for the Western District of Texas, San Antonio Division); subsequently HCB Laredo Texas, LLC, a Colorado limited liability company (“*HCB Laredo*”), foreclosed upon 3 tracts of land out of the Original Land as reflected in the May 1, 2018 Substitute Trustee’s Deed recorded as Document No. 2018037421 in the Official Public Records of Williamson County, Texas, in the September 6, 2018 Substitute Trustee’s Deed recorded under Document No. 2018080102, Official Records of Williamson County, Texas, and in the September

6, 2018 Substitute Trustee's Deed recorded under Document No. 2018080103, Official Records of Williamson County, Texas (collectively, the "*Foreclosure Deeds*").

1.04 HM Parkside acquired from HCB Laredo the portions of the Original Land described in the Foreclosure Deeds, being 1,143.511 acres of land plus Lot 2, Block G, Water Oak North Section 1, a subdivision in Williamson County, Texas ( "*Lot 2 Block G*"), both tracts being part of the Original Land, by Special Warranty Deed dated December 31, 2018 recorded as Document No. 2018114043 in the Official Public Records of Williamson County, Texas. Separately, HM Parkside acquired from LWO 3.080 acres of land out of the Original Land by Special Warranty Deed dated December 28, 2018 recorded as Document No. 2018114044 in the Official Public Records of Williamson County, Texas (the "*LWO Deed*"), so HM Parkside currently owns 1,146.5911 acres out of the Original Land as described in the Foreclosure Deeds (which include Lot 2, Block G) and the LWO Deed (the property described in the Foreclosure Deeds (which includes Lot 2, Block G) and LWO Deed is collectively referred to herein as the "*Remainder Property*"). The Remainder Property is more particularly described on **Exhibit B** attached. The Original Land save and except the Remainder Property may be referred to as the "*Water Oak Property*"

1.05 Affiliated LP owns (a) approximately 40.746 acres of additional land located south of RM 2243 being the 40.80 acres acquired from RM 2243, Ltd., a Texas limited partnership by Special Warranty Deed with Vendor's Lien dated February 13, 2018 recorded as Document No. 2018012540 in the Official Public Records of Williamson County, Texas, save and except 0.054 acres conveyed to Williamson County by Deed recorded under Document No. 2019019964 of the Official Public Records of Williamson County, Texas (the "*40 Acres*"), and (b) approximately 49.556 acres of additional land located south of RM 2243 acquired from MMA Ranch Limited Partnership, a Texas limited partnership by Special Warranty Deed with Vendor's Lien dated March 16, 2018 recorded as Document No. 2018023178 in the Official Public Records of Williamson County, Texas (the "*49 Acres*"). The 40 Acres plus approximately 21.305 acres of the 49 Acres (the "*21.305 Acres*") are located within the extraterritorial jurisdiction of the City. The remainder of the 49 Acres, being approximately 28.251 acres, is located within the extraterritorial jurisdiction of the City of Leander and is not included in this Agreement. The 40 Acres and the 21.305 Acres are referred to collectively herein as the "*2243 South Tract.*" The 2243 South Tract, consisting of 62.048 acres, more or less, is described on **Exhibit C** attached. The 2243 South Tract and the Remainder Property are referred to herein collectively as the "*Parkside Property*". The Parkside Property is shown on the area map attached as **Exhibit D**.

1.06 Prior to the date of this Agreement, LWO conveyed to ABG Water Oak Partners, Ltd., a Texas limited partnership, all remaining developable portions of the Water Oak Property.

1.07 Before the date of this Agreement, pursuant to the Original Consent Agreement and City of Georgetown Resolution No. 022608-F, by order dated December 10, 2009, the Texas Commission on Environmental Quality created WCMUD No. 25 consisting of 249.721 acres of land out of the Original Land located north of the River. On May 31, 2012, WCMUD No. 25, pursuant to City of Georgetown Resolution No. 052212-T, annexed an additional 246.745 acres of land out of the Original Land located south of the River into the boundaries of WCMUD No. 25. On August 19, 2014, WCMUD No. 25, pursuant to City of Georgetown Resolution No. 081214-J, annexed an additional 48 acres of land out of the Original Land into the boundaries of WCMUD



No. 25. As of the Effective Date, WCMUD No. 25 consists of approximately 544.466 non-contiguous acres of land out of the Original Land, portions of which are included in the Parkside Property and portions of which are included in the Water Oak Property. The boundaries of WCMUD No. 25 are more particularly described on **Exhibit E** attached.

1.08 On August 27, 2019, pursuant to City of Georgetown Resolution No. 082719-W, the City consented to the creation of POR MUD No. 1 over approximately 272.512 acres of land out of the Parkside Property located south of the River. A copy of Resolution No. 082719-W is attached as **Exhibit F**. As of the Effective Date, the TCEQ has not yet issued an order approving the creation of POR MUD No. 1, and the confirmation election has not yet been held.

1.09 On even date herewith, HM Parkside, HM-CR, and the City are entering into the Parkside Development Agreement addressing the development of the Parkside Property, which will supersede and replace the Original Development Agreement as to the Parkside Property. Development of the Water Oak Property will continue to be controlled by the Original Development Agreement, as same may be amended (the “*Water Oak Development Agreement*”).

1.10 The Parties to this Agreement now desire to amend the Original Consent Agreement to acknowledge creation of WCMUD No. 25 by the Texas Commission on Environmental Quality; acknowledge the City’s consent to creation of POR MUD No. 1; acknowledge and address the transfer of ownership of the Remainder Property and the inclusion of the 2243 South Tract; make changes to the Bond Issuance provisions; revise matters pertaining to the Master Development Fee; clarify that the City is the exclusive water and wastewater provider to the Water Oak Property and the Parkside Property and that no other persons, entities or Parties (or their permitted assigns) have the right to provide water or wastewater service to either the Water Oak Property or the Parkside Property; and address other rights and obligations of the Parties in light of the changed circumstances generally described in Article I hereof.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows.

## **ARTICLE II**

### **RECITALS; DEFINITIONS**

2.01 The Parties agree that the Recitals in **Sections 1.01** through **1.10** are true and correct in all material respects and are a part of this Agreement.

2.02 In addition to the terms defined above in Article I, capitalized words used in this Agreement shall have the meanings set forth below:

*21.305 Acres:* Has the same meaning set out in **Section 1.05**.

*40 Acres:* Has the same meaning set out in **Section 1.05**.

*49 Acres:* Has the same meaning set out in **Section 1.05**.

*Additional District:* The third and last municipal utility district that may be created in accordance with Chapter 54 of the Texas Water Code and this Agreement over the portion of the Parkside Property that is not within the boundaries or definitions of: (a) WCMUD No. 25, (b) POR MUD No. 1, (c) the 2243 South Tract (being annexed into WCMUD No. 25 as provided in **Article IV**), or (d) the Parkland.

*Agreement:* This “Second Amended and Restated Consent Agreement” by and between the City, LWO, HM Parkside, HM-CR, WCMUD No. 25 and, when formed, POR MUD No. 1 and the Additional District, together with all exhibits listed below and referred to herein, which are incorporated into the Agreement by this reference.

*Assignee:* Has the meaning set out in **Section 13.02(c)(2)**.

*Authorized Assignee:* As to the Remainder Property, means HM Parkside Development, Inc., a Texas corporation, and as to the 2243 South Tract means HM CR 176-2243 Development, Inc., a Texas corporation, together with any other entity controlled by, controlling, or under common control with HM Parkside or HM-CR.

*Bond:* Bonds, notes, or other obligations, including refunding or refinancing of same, issued or reissued by a District.

*Bond Issue Notice:* Has the meaning set out in **Section 11.04**.

*Bridge:* A portion of Parkside Parkway to be constructed by HM Parkside consisting of a 4-lane bridge with a 6’ pedestrian sidewalk adjacent to a lane of traffic that bisects the Parkland and spans the River in the approximate location shown on the Land Use Plan attached as **Exhibit F to the Parkside Development Agreement**.

*City:* The City of Georgetown, Texas, a home rule city located in Williamson County, Texas.

*City Objection:* Has the meaning set out in **Section 11.05**.

*Completion:* Has the meaning set out in the Parkside Development Agreement.

*Default Notice:* Has the meaning set out in **Section 13.03**.

*Defaulting Party:* Has the meaning set out in **Section 13.03**.

*Development Agreements:* Collectively, the Parkside Development Agreement and the Water Oak Development Agreement.

*Developer Parties:* Collectively, HM Parkside, HM-CR and LWO.

*District(s):* When singular, WCMUD No. 25, POR MUD No. 1, or the Additional District as the context indicates; when plural, all of them.

*District Confirmation Date:* As to each District, the date that the TCEQ issued (or will or will issue) an order approving creation of WCMUD No. 25, POR MUD No. 1, or the Additional District, as applicable.

*Effective Date:* The latest date accompanying the signature lines of the duly authorized representatives of the Initial Parties on this Agreement.

*Exclusion Tract No 1:* Approximately 267.3 acres of land which was de-annexed (excluded) from the City limits by City Ordinance No. 2012-55 pursuant to Section 2.03(e) of the Original Consent Agreement and Section 2.01 of the Original Development Agreement.

*Exclusion Tract No 2:* The approximately 80 acres of land in the Remainder Property located within the corporate limits of the City as of the Effective Date described on **Exhibit F**, and to be de-annexed by the City pursuant to the terms and conditions set forth in **Article III**.

*First Bond Issuance:* Bonds in the amount of EIGHT MILLION ONE HUNDRED FIFTY THOUSAND U.S. DOLLARS (\$8,150,000) issued by WCMUD No. 25 on the First Bond Issuance Date.

*First Bond Issuance Date:* August 29, 2019.

*Foreclosure Deeds:* Has the same meaning set out for this term in **Section 1.03**.

*HCB Laredo:* Has the same meaning set out for this term in **Section 1.03**.

*HM CR:* HM CR 176-2243, LP a Texas limited partnership.

*HM Parkside:* HM Parkside, LP, a Texas limited partnership.

*Initial Parties:* Collectively, the City, HM Parkside, HM-CR, LWO, and WCMUD No. 25.

*Land:* The Original Land plus the 2243 South Tract; the Land is more particularly described on **Exhibit H**, attached.

*Lot 2, Block G:* Has the meaning set out in **Section 1.04**.

*LWO:* Laredo W.O., Ltd., a Texas limited partnership.

*Master Development Fee:* The fee paid to the City in installments, out of net bond reimbursements payable to the Developer Parties from the proceeds of the issuance of Bonds by WCMUD No. 25, as more particularly described in **Article VIII**.

*Monetary Default:* Has the meaning set out in **Section 13.03**.

*Off-Site Facilities:* The South San Gabriel Interceptor.

*On-Site Facilities:* All water, wastewater, drainage, road and bridge facilities internal to the Land that are necessary to serve the Land, but not the Off-Site Facilities.

*Original Consent Agreement:* Has the meaning set out in **Section 1.02**.

*Original Consent Agreement Effective Date:* January 11, 2012.

*Original Development Agreement:* Has the meaning set out in **Section 1.01**.

*Original Land:* Has the meaning set out in **Section 1.01**.

*Parkland:* approximately 75 acres (such acreage estimate excludes the estimated area to be included in the ROW described below) of the Parkside Property designated "Parkland" on the Land Use Plan attached as **Exhibit F to the Parkside Development Agreement**. The Parkland is located on both sides of the River and extends across the entire east-west width of the Land, but excludes areas to be dedicated as ROW for Parkside Parkway (as defined in the Parkside Development Agreement) and the Bridge.

*Parkside Development Agreement:* The Development Agreement by and between the City, HM Parkside, and HM-CR pertaining to the development of the Parkside Property, which was approved by the City Council on October 8, 2019 by City Ordinance No. 2019- \_\_ .

*Parkside Property:* Collectively, the Remainder Property and the 2243 South Tract.

*Parties:* Collectively, the Initial Parties and, upon their execution of this Agreement, POR MUD #1 and the Additional District.

*POR MUD No. 1:* Parkside on the River Municipal Utility District No. 1, the second municipal utility district allowed to be created under the Original Consent Agreement, whose creation the City Council consented to on August 27, 2019 via Resolution No. 082719-W, and which will, upon its creation, have the boundaries described in **Exhibit I**, subject to the TCEQ's approval and a confirmation election.

*Remainder Property:* Has the meaning set out in **Section 1.05**.

*River:* The South Fork of the South San Gabriel River as it traverses the Land.

*South San Gabriel Interceptor:* That certain wastewater gravity collection main of various diameters beginning at the Wolf Ranch Lift Station west of IH-35 and extending across the Land which is further described in **Original Agreement Exhibit E**.

*Tax Rate Limit:* Has the meaning set out in **Section 11.02**.

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

*UDC:* The City's Unified Development Code dated and in effect on June 1, 2011, excluding those provisions relating to zoning.

*WCMUD No. 25:* Williamson County Municipal Utility District No. 25, a municipal utility district created by the TCEQ pursuant to the Original Consent Agreement.

*Water Oak Development Agreement:* Has the meaning set out in **Section 1.09**.

*Water Oak Property:* Has the meaning set out in **Section 1.04**.

## **ARTICLE II REPRESENTATIONS REGARDING ACTIONS UNDER THE ORIGINAL CONSENT AGREEMENT**

### **2.01 Status of Actions Under the Original Consent Agreement**

(a) The Initial Parties agree that the following statements are true and correct as of the Effective Date:

- (1) Exclusion Tract No. 1 has been de-annexed from the corporate limits of the City via City Ordinance No. 2012-55 pursuant to Section 2.03(e) of the Original Agreement.
- (2) WCMUD No. 25 has been created over a portion of the Original Land pursuant to terms and conditions of the Original Consent Agreement.

- (3) WCMUD No. 25 issued the First Bond Issuance on the First Bond Issuance Date, and WCMUD No. 25 has not issued any other Bonds.
- (4) No District except WCMUD No. 25 has been created as of the Effective Date but the City Council has passed and approved Resolution No. 082719-W consenting to the creation of POR MUD No. 1; the submittal of a creation petition to the TCEQ and confirmation election are pending for POR MUD No. 1.
- (5) No District other than WCMUD No. 25 has issued Bonds.
- (6) The Administrative Fee required by Section 2.05(a) of the Original Consent Agreement has been paid to the City.
- (7) The Master Development Fee associated with the First Bond Issuance has been paid to the City.
- (8) The Off-Site Facilities have been completed and accepted by the City for ownership, operation, and maintenance.

### **ARTICLE III**

#### **DE-ANNEXATION OF EXCLUSION TRACT NO. 2**

3.01 HM Parkside may request de-annexation of Exclusion Tract No. 2 from the corporate limits of the City pursuant to Section 1.06 of the City Charter. After receipt of a petition requesting same, the City will proceed with reasonable diligence and in good faith to commence the process to de-annex Exclusion Tract No. 2 from the corporate limits of the City in accordance with Section 1.06 of the City Charter. HM Parkside agrees to cooperate with the City to accomplish such de-annexation, including paying applicable fees and expenses for the de-annexation process.

3.02 The Parties further agree that the City has no obligation to refund to any Developer Party any taxes or fees collected by the City during the period that Exclusion Tract No. 2 was included in the City's corporate limits.

3.03 Prior to the second reading of the City ordinance de-annexing Exclusion Tract No. 2 from the corporate boundaries of the City, HM Parkside must (i) provide evidence to the City that there are no delinquent or outstanding City taxes pertaining to Exclusion Tract No. 2, and (ii) pay the pro rata share of all City taxes and fees pertaining to Exclusion Tract No. 2 calculated as of the effective date of the de-annexation ordinance. Any rollback City taxes on Exclusion Tract No. 2 that may become due upon a subsequent change in the use of the Land will remain payable to the City by HM Parkside notwithstanding that such due date may occur after the de-annexation occurs.

**ARTICLE IV**  
**ANNEXATION OF LAND INTO WCMUD NO. 25**

4.01 The City acknowledges receipt of WCMUD No. 25's and HM-CR's September 17, 2019 "Petition for Consent to Annex Land into Williamson County Municipal Utility District No. 25", in accordance with Section 54.016 of the Texas Water Code, Section 42.042 of the Texas Local Government Code, and Section 13.10 of the UDC for annexation of the 2243 South Tract into WCMUD No. 25.

4.02 On October 8, 2019, the City Council approved Resolution No. 10082019-O attached as **Exhibit J**, consenting to the inclusion of the 2243 South Tract within the boundaries of WCMUD No. 25. The City agrees that the Resolution will be deemed to constitute the City's consent to the annexation of the 2243 South Tract into WCMUD No. 25. No further action will be required on the part of the City to evidence its consent to the annexation of the 2243 South Tract into WCMUD No. 25; however, the City agrees to provide any additional confirmation of its consent that may be required by HM-CR or WCMUD No. 25 if requested to do so.

4.03 WCMUD No. 25 or HM-CR shall provide the City with certified copies of all orders or resolutions effectuating the lawful annexation of the 2243 South Tract into WCMUD No. 25 within ten (10) days after the effective date of same.

**ARTICLE V**  
**ADDITIONAL DISTRICT**

5.01 HM Parkside may file a petition with the City, in accordance with Section 54.016 of the Texas Water Code, Section 42.042 of the Texas Local Government Code, Section 13.10 of the UDC, and this Agreement for creation of the Additional District.

5.02 The petition for creation of the Additional District must (i) describe by metes and bounds the boundaries of the Additional District, (ii) contain HM Parkside's express acknowledgement that the City's consent shall be subject to the terms and conditions of this Agreement; and (iii) include a copy of this Agreement as an exhibit to the creation petition.

5.03 At least thirty (30) days before the submission of a creation application to the TCEQ for the Additional District, HM Parkside agrees to submit to the City a draft of the creation application and all supporting documents. The City shall have thirty (30) days to review and comment on the draft. In addition, the City shall be entitled to review and request additional information about each individual designated as an initial director of the Additional District.

5.04 The City agrees that this Agreement will be deemed to constitute the City's consent to the creation of the Additional District. No further action will be required on the part of the City to evidence its consent to the creation of the Additional District; however, the City agrees to provide any additional confirmation of its consent that may be required by HM Parkside or a District if requested to do so.

5.05 HM Parkside covenants and agrees to cause POR MUD No. 1 and the Additional District to approve, execute, and deliver this Agreement (in this form) to all Parties within ninety (90) days after the applicable District Confirmation Date. The Parties agree that this Agreement shall be effective as to a District when signed by an authorized representative of the District and without further action by any of the other Parties. HM Parkside shall record a memorandum of execution (or similar instrument) in the Official Public Records of Williamson County, Texas evidencing approval and execution of this Agreement by the applicable District.

## **ARTICLE VI**

### **LIMITATIONS ON AUTHORITY OF DISTRICTS**

6.01 Except as otherwise stated in this Agreement or a Development Agreement, no District is authorized to exercise the power of eminent domain to acquire any interest in property that is located outside the boundaries of that District as then approved by the TCEQ except when such power is exercised upon the express written consent of the City. Notwithstanding the generality of the foregoing, the City hereby consents to use of eminent domain powers by a District to acquire land for the Water Transmission Line (as that term is defined in the Parkside Development Agreement, which definition is incorporated herein by this reference).

6.02 In furtherance of the purposes of this Agreement, WCMUD No. 25, the Developer Parties and, when created, POR MUD NO. 1 and the Additional District, on behalf of themselves and their respective successors and assigns, covenant and agree that, except upon written consent of the City, none of them shall: (1) seek or support any effort to incorporate the Land or any part of the Land, or seek to include the Land or any part of the Land within the boundaries of any other special district, assessment jurisdiction, other municipality, or any other incorporated entity other than the City; or (2) sign, join in, associate with, assist with, or direct to be signed any petition seeking to incorporate the Land or any part of the Land or seeking to include the Land or any part of the Land within the boundaries of any other special district, assessment jurisdiction, other municipality, or any other incorporated entity other than the City.

## **ARTICLE VII**

### **LIMITS ON ANNEXATION**

7.01 HM Parkside agrees that the City may annex all portions of the Parkland (except those portions inadvertently included in the boundaries of WCMUD No. 25 in 2009, if any) into the City limits any time after transfer of the Parkland by HM Parkside to the City in accordance with Section 4.04 of the Parkside Development Agreement and at the City's convenience, and hereby expressly consents to such annexation by the City of such portions of the Parkland.

7.02 The City agrees that, except for portions of the Parkland inadvertently included in the boundaries of WCMUD No. 25 in 2009 as described in Section 7.01, it will not annex or re-annex any of the Land until the earlier of (a) expiration or termination of this Agreement, or (b) with respect to the particular District in which the Land to be annexed or re-annexed is located, the date of completion of at least 90% of the construction of the public infrastructure necessary to serve all of the Land within that District with water, wastewater, and drainage facilities consistent with the applicable Development Agreements, and either:



(i) all relevant Developer Parties within the District have been reimbursed by the District in accordance with the rules of the TCEQ and the terms and conditions of the applicable Development Agreement, or

(ii) the City has expressly agreed to assume the obligation to reimburse the affected Developer Party under the TCEQ rules.

7.03 Except for the 2243 South Tract (being annexed as described in **Article IV**), WCMUD No. 25 shall not annex any other land into its boundaries without the City's express written consent evidenced by a Resolution of the City Council.

7.04 POR MUD No. 1 shall not annex into its boundaries the Parkland, land included in any other District (including the 2243 South Tract), or any land outside the boundaries of the Land without the City's express written consent evidenced by a Resolution of the City Council and a written amendment to this Agreement signed by the Parties.

7.05 The Additional District shall not annex into its boundaries the Parkland, land included in any other District (including the 2243 South Tract), or any land outside the boundaries of the Land without the City's express written consent evidenced by a Resolution of the City Council and a written amendment to this Agreement signed by the Parties.

## **ARTICLE VIII**

### **MASTER DEVELOPMENT FEE**

8.01 As additional consideration for this Agreement and the Original Consent Agreement, the Developer Parties shall pay the City a Master Development Fee, which will be full payment to the City of all fees due to the City in connection with the approval of this Agreement, but which is in addition to any other applicable City fees and sums due under the Development Agreements.

8.02 The maximum Master Development Fee payable under this Agreement is an amount equal to the difference between the Bridge Cost Estimate (defined in the Parkside Development Agreement) and the Bridge Contribution Payment (defined in the Parkside Development Agreement). The Master Development Fee will be paid to the City in installments, out of net bond reimbursements payable to the Developer Parties from the proceeds of the issuance of Bonds by WCMUD No. 25, at the rate of 10% of all net bond reimbursements payable from the particular WCMUD No. 25 Bond issue to any Developer Party. The calculation of each Master Development Fee payment will be in accordance with the formula attached hereto as **Exhibit K**. The Developer Parties and WCMUD No. 25 shall ensure that each Master Development Fee installment payment will be paid to the City in conjunction and simultaneously with a Developer Party's receipt of reimbursement from each Bond issue. Bonds may be issued prior to submission of the Bridge Cost Estimate and any Master Development Fee payments received by the City prior thereto shall be credited against the maximum Master Development Fee payable under this **Section 8.02**. The Master Development Fee shall be used to pay for the design and construction of the Bridge as provided in the Parkside Development Agreement, and the obligation to pay the Master Development Fee shall cease on Completion of the Bridge.

8.03 The City, the Developer Parties and WCMUD No. 25 agree that the payment of the Master Development Fee is to be paid solely from reimbursements payable to the Developer Parties as Bonds are issued. Each Developer Party hereby partially assigns (or, as to LWO, confirms the prior partial assignment made in the Original Consent Agreement) to the City 10% of all net bond reimbursements which otherwise would be payable to such Developer Party by WCMUD No. 25 through the issuance of one or more series of bonds by the District. The District confirms this **Section 8.03** constitutes notice to the District of such partial assignment. The Parties agree this partial assignment terminates upon Completion of the Bridge and cessation of the obligation to pay installments of the Master Development Fee.

## **ARTICLE IX**

### **LAND USE, PARKS AND ROADWAYS**

9.01 The Land shall be developed in accordance with the standards and requirements set forth in the City's separate Development Agreements with the Developer Parties.

9.02 Parkland and certain additional land for civic uses shall be donated and/or dedicated in accordance with the City's separate Development Agreements with the Developer Parties. Roadway improvements and the traffic plan shall also be developed in accordance with the City's separate Development Agreements with the Developer Parties.

9.03 Road powers of the Districts shall be limited to right of way acquisition, design, construction, and financing of roads, including the issuance of bonds, and shall not include the operation and maintenance of such roads, as such roads will be conveyed to Williamson County for operation and maintenance, as more particularly described in the applicable consent resolutions of the Districts.

## **ARTICLE X**

### **WATER, WASTEWATER, AND OTHER SERVICES**

10.01 **Water Services.** The City shall be the exclusive water service provider to the Land, subject to construction by the Developer Parties or the Districts of the public improvements necessary to allow such service per the terms and conditions of the Development Agreements, acceptance of the public improvements by the City, and payment of impact fees. Retail customers of the Districts receiving retail water service from the City shall pay the applicable water rates for customers located outside of the City limits. The Developer Parties and the Districts are all prohibited from providing retail and wholesale water services to connections on the Land or on any other property, or directly or indirectly to any customers. The impact fee rates are as set out in the Development Agreements.

10.02 **Wastewater Services.** The City shall be the exclusive wastewater service provider to the Land, subject to construction by the Developer Parties or the Districts of the public improvements necessary to allow such service per the terms and conditions of the Development Agreements, acceptance of same by the City, and payment of impact fees. Retail customers of the Districts receiving retail wastewater service from the City shall pay the applicable wastewater

rates for customers located outside of the City limits. The Developer Parties and the Districts are all prohibited from providing retail and wholesale wastewater services to connections on the Land or on any other property, or directly or indirectly to any customers. The impact fee rates are as set out in the Development Agreements.

**10.03 Garbage Services.** Garbage pick up services shall be provided by the City's solid waste services provider, and customers located on the Property shall be Tier III Customers, as set forth in the City's Code of Ordinances Section 13.04.180.

**10.04 Police, Fire, and EMS Services.** The Land is within the jurisdictional boundaries of Williamson County Emergency Services District No. 8. The City shall have no responsibility for providing police, fire or EMS services to the Land because the City is not the authorized provider of those services to the Land.

**10.05 Construction of On-Site Facilities.** The Developer Parties and/or the Districts shall construct all On-Site Facilities necessary to serve the Land in accordance with the terms and conditions of the Development Agreements and the City ordinances and construction standards specified in the Development Agreements. The Developer Parties and/or the Districts shall be solely responsible for obtaining all easements necessary for the construction of the On-Site Facilities at no cost to the City (except as may be expressly stated to the contrary in a Development Agreement, such as with respect to the Water Transmission Line).

**10.06 Ownership, Maintenance and Operation of the Water and Wastewater On-Site Facilities.** The City agrees to operate and maintain the water and wastewater On-Site Facilities (for purposes of this Agreement, the On-Site Facilities include the Water Transmission Line and Wastewater Interceptor, as such terms are defined in the Parkside Development Agreement) after its acceptance of any such facilities, assignment of all applicable warranties and guaranties for same to the City, and delivery of a one-year maintenance bond for such facilities from the construction contractor to the City in a form acceptable to the City. All revenues generated from the operation of the water and sewer system by the City shall remain with the City. The City agrees to provide the same level of service to customers within the Land that it provides to the City's other similarly situated out-of-city customers.

**10.07 Ownership, Maintenance and Operation of Roadways.** The Land is outside the corporate boundaries of the City; therefore, the City shall have no responsibility for the ownership, maintenance, or operation of any roadways within the Land or associated with the development of the Land.

**10.08 No Additional Fees.** Except as provided otherwise in this Agreement or the Development Agreements, the City shall not impose or charge any additional fee or charge on the residents or property owners on the Land unless such fee or charge is imposed or charged on similarly classified property owners by the City and such fee or charge is equal to or less than the fee or charge imposed on similarly classified property owners.

**ARTICLE XI**  
**ISSUANCE OF BONDS; SETTING TAX RATES:**

**11.01 Issuance of Bonds.** The Districts may issue Bonds as permitted by Section 13.10 of the UDC, this Agreement, and other applicable law, as this Agreement and such other applicable law may be amended from time to time. In the event of conflict between Section 13.10 of the UDC and this Agreement, this Agreement shall control. Additionally, the Districts are authorized to issue Bonds for the construction, design, acquisition, repair, extension, or improvement of roads, parks, trails, and recreational facilities, as may be limited by **Section 9.03**. The issuing District shall not issue Bonds that do not meet the requirements of this Agreement without the prior approval of the City Council. POR MUD No. 1 and the Additional District may not issue Bonds until after the issuing District has executed this Agreement and delivered evidence of same to the Parties as required by this Agreement.

**11.02 Tax Rate.** In consideration of the City's consent to the creation of the Districts, the Districts agree that any TCEQ order approving a Bond issue (or the accompanying staff memorandum) must contain a finding, made in accordance with the TCEQ's then-existing rules, that it is feasible to sell the Bonds and maintain a projected total tax rate for the issuing District (inclusive of both the debt service portion and the operation and maintenance portion) of not more than **\$0.92 per \$100** in assessed valuation (the "**Tax Rate Limit**"). The foregoing shall not be construed as a limitation on a District's authority to levy an unlimited tax rate, it being understood and acknowledged that the Districts' Bonds shall be payable from and secured by a pledge of the proceeds of an ad valorem tax, without legal limit as to rate or amount. It is agreed that the Tax Rate Limit is sufficient to accomplish the purposes of the Districts, and that the Developer Parties and the Districts have voluntarily agreed to the Tax Rate Limit.

**11.03 Bond Requirements.** The Districts shall obtain all necessary authorizations for Bonds in accordance with this Agreement and with Section 13.10 of the UDC. To the extent of a conflict with Section 13.10 of the UDC, the terms of this Agreement shall control. All Bonds issued by a District must comply with the following requirements:

- (a) Have a maximum maturity of thirty (30) years from the date of issuance for any one series of Bonds; and
- (b) Have an interest rate that does not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one month period immediately preceding the date that the notice of sale of such Bonds is given; and
- (c) Expressly provide that the issuing District shall reserve the right to redeem Bonds at any time beginning not later than the tenth (10<sup>th</sup>) anniversary of the date of issuance, without premium. No variable rate Bonds shall be issued by a District; and
- (d) Any refunding Bonds of a District must provide for a minimum of three percent (3%) present value savings, and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds; and

- (e) The latest Bond issuance date for WCMUD No. 25 shall be the date that is fifteen (15) years after the date of the First Bond Issuance Date, the latest Bond issuance date for POR MUD No. 1 shall be the date that is fifteen (15) years after the date of first Bond issuance by POR MUD No. 1 and the latest Bond issuance date for the Additional District shall be the date that is fifteen (15) years after the date of first Bond issuance by the Additional District.

**11.04 Certifications and Notice.** At least thirty (30) days before submission of an application for issuance of Bonds to the TCEQ or the Attorney General, whichever occurs first, the issuing District shall provide to the City Secretary, City Manager and City Director of Finance and Administration:

- (a) The written certification of (i) the issuing District's financial advisor that the Bonds are being issued within the then-current economic feasibility guidelines established by the TCEQ for districts in Williamson County and in conformity with this Agreement; and (ii) the issuing District that either the applicable Developer Party(ies) and issuing District are not in breach of any consent resolution of a District, this Agreement, or the applicable Development Agreement *or* if multiple Developer Parties will receive proceeds from a Bond issue in WCMUD No. 25, and the certification in this phrase (ii) cannot be made as to all Developer Parties, of the nature of the breach and the Developer Party who is in breach; and
- (b) A notice (a "**Bond Issue Notice**") containing (a) the amount of Bonds being proposed for issuance; (b) a general description (to include, at a minimum, the name of each project being reimbursed and the Developer Parties proposed to receive the reimbursement) of the projects to be funded and/or the Bonds to be refunded by such Bonds; (c) the proposed debt service of the issuing District, and (d) the issuing District's tax rate after the issuance of the Bonds.

As to the above certifications and any other matter required by this Article XI to be certified in writing, the Developer Parties and Districts hereby represent and warrant that every statement in any certification shall be true and correct in all material respects and that the person signing the certification will have been given the requisite authority to do so on behalf of the issuing District. If the issuing District is not required to obtain TCEQ or Attorney General approval of the issuance of the Bonds, the issuing District shall deliver such certifications and Bond Issue Notice to the City Secretary, City Manager and City Director of Finance and Administration at least sixty (60) days prior to the issuance of Bonds, except for refunding Bonds.

**11.05 Bond Objections.** The City shall have a period of sixty (60) days after receiving the last of the certifications and Bond Issue Notice required by **Section 11.04** within which to object to the Bonds. The only basis for an objection by the City to a proposed Bond issue shall be that the issuing District or a Developer Party to be reimbursed by the Bonds is in default of a provision of the consent resolution of a District, this Agreement, or the applicable Development Agreement. If the City objects to a proposed Bond issue ("**City Objection**"), such an objection (a) shall be in writing, (b) shall be given to the issuing District, (c) shall be signed by the City Manager or the City Manager's designee, and (d) shall specifically identify the Party in default and the provision(s) in the applicable consent resolution, this Agreement and/or the applicable

Development Agreement for which the issuing District or applicable Developer Party is in default. It shall not be a basis for a City Objection that the City disagrees with the issuing District's financial advisor as to the financial feasibility of the Bonds so long as the proposed Bonds are approved by the TCEQ, if required, and the Attorney General. In the event a City Objection is timely given to the issuing District with respect to a specific Bond issue, the City and the issuing District shall cooperate to resolve the City Objection within a reasonable time, and (a) as to POR MUD No. 1 and the Additional District, the Bonds to which the City Objection applies shall not be issued until the City Objection has been cured or waived, and (b) as to WCMUD No. 25, WCMUD No. 25 hereby agrees that it shall not pay proceeds from the Bonds to the defaulting Developer Party until the breach is cured, as more particularly provided in **Section 13.03**.

**11.06 Official Statements.** Within thirty (30) days after the issuing District closes the sale of each series of Bonds, the issuing District shall deliver to the City Secretary, City Manager and the City Director of Finance and Administration a copy of the final official statement for such series of the Bonds at no cost to the City. The provisions of this **Section 11.06** shall apply uniformly to the Districts.

**11.07 Reporting.** Each District shall: (a) send a copy of each order or other action setting an ad valorem tax rate to the City Secretary, City Manager and City Director of Finance and Administration within thirty (30) days after the District adopts the rate; (b) send a copy of each annual audit to the City Secretary, City Manager and City Director of Finance and Administration; and (c) provide copies of any material event notices filed under applicable federal securities laws or regulations to the City Secretary, City Manager and City Director of Finance and Administration within thirty (30) days after filing such notices with the applicable federal agency. The provisions of this **Section 11.07** shall apply uniformly to the Districts.

**11.08 Reimbursement Agreements.** WCMUD No. 25 agrees not to issue Bonds, except for refunding Bonds, on or after the date that is fifteen (15) years after the First Bond Issuance Date. POR MUD No. 1 and the Additional District each agree not to issue Bonds, except for refunding Bonds, on or after the date that is fifteen (15) years after the date of first Bond issuance by each of them, respectively.

## **ARTICLE XII**

### **AUTHORITY, PURPOSE AND NOTICE**

**12.01 Authority.** This Agreement is entered into under the statutory authority of Section 54.016 of the Texas Water Code and Sections 42.042 and 212.172 of the Texas Local Government Code.

**12.02 Purpose.** The Parties acknowledge and agree that the creation of the Districts and the City's consent thereto are for purposes that include promoting the orderly development and extension of City services to the Land upon annexation into the corporate limits of the City as allowed by the terms and conditions of this Agreement and applicable laws.

**12.03 Notice.** As to each of POR MUD No. 1 and the Additional District, within thirty (30) days after the applicable District Confirmation Date, POR MUD No. 1 or the Additional

District shall file in the real property records of Williamson County a notice in the form required by Section 49.452 of the Texas Water Code.

### **ARTICLE XIII**

#### **TERM, ASSIGNMENT AND REMEDIES**

**13.01 Term.** This Agreement shall be effective from the Effective Date and shall continue in effect as to WCMUD No. 25 and the Developer Parties until WCMUD No. 25 is dissolved and its obligations are fully assumed by the City, in the City's sole election, or until terminated in writing by WCMUD No. 25 and the Developer Parties. This Agreement shall be effective from the Effective Date and shall continue in effect as to POR MUD No. 1, the Additional District and HM Parkside until POR MUD No. 1 or the Additional District (as appropriate) is dissolved and its obligations are fully assumed by the City, at the City's sole election, or until terminated in writing by mutual agreement of the City, POR MUD No. 1 (as to POR MUD No. 1), the Additional District (as to the Additional District) and HM Parkside.

#### **13.02 Assignment.**

(a) The City may only assign this Agreement with the written consent of those Developer Parties that own developable portions of the Land affected by the assignment and each District affected by the assignment.

(b) A District may only assign this Agreement with the written consent of the City and those Developer Parties that own developable portions of the Land affected by the assignment. A District undertaking an assignment is not required to obtain consent from any other District prior to an assignment.

(c) A Developer Party may assign this Agreement (i) to an Authorized Assignee as provided in **Section 13.02(c)(1)**, or (ii) pursuant to **Section 13.02(c)(2)**, and not otherwise. A Developer Party undertaking an assignment is not required to obtain consent from any other Developer Party prior to making an assignment.

(1) HM Parkside and HM-CR may assign this Agreement to their respective Authorized Assignees if the assignment is in connection with transfers of all or portions of the Land to the Authorized Assignee, either by a single assignment or through one or more partial assignments, in each instance without the prior written consent of the City or the District in which the applicable Land is located. Any such assignment by HM Parkside or HM-CR to their Authorized Assignee must be accompanied by an assignment by HM Parkside or HM-CR (as appropriate) to its Authorized Assignee of its interest in the Parkside Development Agreement as to the portion of the Land so conveyed. A copy of any such assignment must be delivered to the City and the applicable District within 15 days after execution,

(2) Except as set out in **Section 13.02(c)(1)**, the rights and obligations of the Developer Parties under this Agreement may only be assigned by a



Developer Party in accordance with the provisions of this **Section 13.02(c)(2)**. A Developer Party may from time to time assign this Agreement, in whole or in part, and including any obligation, right, title or interest of that Developer Party under this Agreement: (i) to a District (after the applicable District Confirmation Date) or (ii) to a third party (an “**Assignee**”), provided that as to any such assignment the following conditions are satisfied:

A. the City has given its written consent to allow the Assignee to concurrently assume all obligations of the assigning Developer Party under the applicable Development Agreement as to the portion of the Land conveyed to the Assignee (directly or as security for financing);

B. If to an Assignee and not a District, the Assignee either is a successor owner of all or any part of the Land or is a lender to a successor owner of all or any part of the Land;

C. If to an Assignee and not a District, the Assignee has a contractual right to be reimbursed for water, sewer, road or drainage improvements from Bonds (or has a lien or other security interest in such reimbursements);

D. the assignment is in writing executed by the assigning Developer Party, the Assignee, and the City;

E. the Assignee expressly assumes in the assignment all assigned obligations and expressly agrees in the assignment to observe, perform, and be bound by this Agreement to the extent this Agreement relates to the obligations, rights, titles, or interests assigned;

F. the assigning Developer Party is then in compliance with all terms and conditions of the applicable Development Agreement and this Agreement; and

G. a copy of the executed assignment is provided to all Parties within 15 days after execution.

Provided all of the foregoing conditions are satisfied, from and after the date an assignment is executed by the assigning Developer Party and the District or Assignee, the City agrees to look solely to the District or Assignee for the performance of all obligations assigned to such District or Assignee and agrees that the assigning Developer Party shall be released from performing the assigned obligations and from any liability that results from the District’s or Assignee’s failure to perform the assigned obligations. No assignment by a Developer Party shall release the assigning Developer Party from any liability that resulted from an act or omission by the assigning Developer Party that occurred prior to the effective date of the assignment. The assigning Developer Party shall maintain written records of all assignments made by it (including, for each Assignee, the notice information required by this Agreement and a copy of each executed assignment) and, upon

written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

(d) All assignments by a Developer Party to an Assignee or Authorized Assignee relating to developable portions of Land in WCMUD No. 25 are subject to the assignment by the Developer Parties, Assignee, and Authorized Assignees of their reimbursement rights for Bonds issued in WCMUD No. 25 to pay the Master Development Fee set out in **Section 8.03**.

(e) Any assignment or attempted assignment by a Party that is not in conformance with this **Section 13.02** is void and shall have no force or effect.

(f) It is specifically intended that this Agreement, and all terms, conditions and covenants herein, shall survive a transfer, conveyance, or assignment occasioned by the exercise of foreclosure of lien rights by a creditor or a Party, whether judicial or non-judicial. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees.

(g) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land, nor is it intended to confer upon any such person the status of third-Party beneficiary.

**13.03 Remedies.** In the event of default by any Party (a “*Defaulting Party*”), any non-defaulting Party may give the Defaulting Party written notice specifying the default (a “*Default Notice*”). If the Defaulting Party fails to fully cure any default that can be cured by the payment of money (“*Monetary Default*”) within 30 days after receipt of the Default Notice, or fails to commence the cure of any default specified in the Default Notice that is not a Monetary Default within 30 days of the date of the Default Notice, and thereafter to diligently pursue such cure to completion, then the other Party(ies) shall be entitled to a proper writ issued by a court of competent jurisdiction compelling and requiring the Defaulting Party to observe and perform the covenants, obligations and conditions described in this Agreement. If a Developer Party is the Defaulting Party, no District may pay proceeds from Bonds to the Defaulting Party until the Defaulting Party has cured the default but instead such District shall retain all such proceeds payable to the Defaulting Party pending cure (the District can issue Bonds and pay the proceeds from the Bonds to the City as an installment of the Master Development Fee, or to a non-defaulting Developer Party without regard to the default). The City shall have all rights to enjoin the payment of Bond proceeds to a Defaulting Party during any period during which a default or breach remains uncured under this Section. No Defaulting Party shall enter into any agreements with the Districts or seek reimbursement from the Districts for any expenses incurred in connection with the Districts or the development of the Land until the default or breach has been cured.

#### 13.04 Cooperation.

(a) The Parties agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

(b) HM Parkside covenants to cause POR MUD NO. 1 and the Additional District to approve, execute, and deliver to the City a signed copy of this Agreement within 90 days after the applicable District Confirmation Date.

(c) If POR MUD No. 1 or the Additional District fails to approve, execute and deliver to the City this Agreement, or another other agreement or document required by this Agreement or required to give effect to one or more terms of this Agreement, within the periods referenced herein, and such failure is not cured after fifteen (15) days after notice from the City to HM Parkside and the non-compliant District, such failure shall operate as a material breach of this Agreement by HM Parkside and the following provisions shall apply: the noncompliant District shall not take affirmative action to issue Bonds, and HM Parkside shall not enter into any agreements with or seek or receive reimbursement from a noncompliant District until the failure has been cured. The City shall have all rights to enjoin the issuance of Bonds by a noncompliant District during any period during which a material breach exists under this Section.

(d) In the event of any third Party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the Parties agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

### **ARTICLE XIV** **MISCELLANEOUS PROVISIONS**

14.01 **Notice.** All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) by overnight courier or hand delivery, or (ii) certified mail, postage prepaid, return receipt requested, and addressed to the Parties at the following addresses, or to such other address as a Party may from time to time designate by giving notice in writing to the other Parties:

**CITY:** City of Georgetown  
808 Martin Luther King Street  
Georgetown, Texas 78726  
or  
P.O. Box 409 Georgetown, Texas 78627  
Attn: City Manager

*with copies to:* City of Georgetown City Attorney  
808 Martin Luther King Street  
Georgetown, Texas 78726  
or

P.O. Box 409 Georgetown, Texas 78627  
Attn: City Attorney

**LWO:** Laredo WO, Ltd. c/o Galo Properties  
1175 W. Bitters Road, Suite 100  
San Antonio, Texas 78216  
Attn: A. Bradford Galo  
Phone: (210) 807-5104

*with copies to:* Law Office of Ronald W. Hagauer  
1602 N. Loop 410, Suite L1102  
San Antonio, Texas 78248  
Attn: Ron Hagauer  
Phone: (210) 479-3231

**HM Parkside:** HM Parkside, LP  
1011 N. Lamar Blvd.  
Austin, TX 78703  
Attn: Blake J. Magee, President  
Phone: (512) 481-0303

*With copies to:* Ann E. Vanderburg  
Hurst Savage & Vanderburg, LLP  
814 West 10th Street  
Austin, Texas 78701-2005  
Phone: (512) 474-8401

**HM CR:** HM CR 176-2243, LP  
1011 N. Lamar Blvd.  
Austin, TX 78703  
Attn: Blake J. Magee, President  
Phone: (512) 481-0303

*With copies to:* Ann E. Vanderburg  
Hurst Savage & Vanderburg, LLP  
814 West 10th Street  
Austin, Texas 78701-2005  
Phone: (512) 474-8401

**WCMUD No. 25:** Williamson County Municipal Utility District No. 25  
c/o Allen Boone Humphries Robinson LLP  
1108 Lavaca Street, Suite 510  
Austin, Texas 78701  
Attn: Mr. Trey Lary  
Phone: (512) 518-2424

**POR MUD No. 1:** Parkside on the River MUD No. 1  
c/o Armbrust & Brown, PLLC  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701  
Attn: Sue Brooks Littlefield  
Phone: (512) 435-2300

The Parties may change their respective addresses to any other address within the United States of America or designate additional persons to receive notice by giving at least five (5) days' written notice to the other Party.

**14.02 Severability; Waiver.**

(a) If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

(b) Any failure by a Party to insist upon strict performance by another Party of any provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

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

**14.04 Entire Agreement.** This Agreement together with the Exhibits and terms and conditions incorporated herein by reference contains the entire agreement of the Parties. Save and except the Development Agreements, there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. To the extent of any conflict between a Development Agreement and this Agreement, the terms of this Agreement shall control concerning the subject matters addressed in this Agreement, except where the Parties have specifically agreed in this Agreement that a Development Agreement shall control in the event of a conflict.

**14.05 Amendment by Agreement.** This Agreement (a) may be amended as to all of the Land at any time by mutual written agreement of the City, all Developer Parties (or their respective successors and/or permitted assigns) and all Districts (to the extent a District Confirmation Date has occurred as to the District), or (b) may be terminated or amended as to a portion of the Land by mutual written agreement of the City, the Developer Parties that have not received all developer reimbursements from a District attributable to the portion of the Land affected by the amendment or termination (or their respective successors and/or permitted assigns), and the District or Districts within which such portion of the Land is located. Notwithstanding the preceding sentence, at such time as any one or more of the Developer Parties has received all developer reimbursements from the applicable District, this

Agreement may be amended by mutual written agreement of the remaining Developer Parties, if any; the District or Districts in question; and the City, and the joinder of those Developer Parties that have received all developer reimbursements from the District in question will not be required. A Developer Party may assign to a District its rights to approve amendments and such assignment is not subject to the requirements of **Section 13.02**.

**14.06 Exhibits, Headings, Construction and Counterparts.** All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that they have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective as of the Effective Date only when one or more counterparts, individually or taken together, bear the signatures of all of the Initial Parties.

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

**14.08 Notice to End Buyer.** The Districts shall fully comply with the notice requirements of Section 49.453 of the Texas Water Code. At the time each prospective End Buyer contracts for the purchase of a lot or a home in a District, and at the time each End Buyer closes on the purchase of a lot or a home in a District, the Developer Party shall give or cause to be given to the End Buyer the disclosure notices required by Section 49.452 of the Texas Water Code. For the purposes of this Agreement, the Parties agree that the term “*End Buyer*” shall mean an owner, tenant or occupant of a Lot, regardless of the proposed use of such Lot, where “*Lot*” means a legal lot included in a final subdivision plat approved by the applicable governmental authorities.

**14.09 Authority for Execution.** By their signatures hereon, each Party certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its charter, ordinances, rules, regulations, and all other governing documents applicable to said Party.

**14.10 City Consent and Approval.** Except for the procedures with respect to City Objections in **Section 11.05**, in any provision of this Agreement that provides for the consent or approval of the City staff or City Council, such consent or approval may be withheld or conditioned by the City staff or City Council at its sole discretion.

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

Exhibit A	Description of Original Land (1354.48 Acres)
Exhibit B	Description of Remainder Property
Exhibit C	Description of 2243 South Tract
Exhibit D	Depiction of Parkside Property
Exhibit E	Outline of WCMUD No. 25 Boundaries
Exhibit F	City of Georgetown Resolution No. 082719-W (including its attachments)
Exhibit G	Description of Exclusion Tract No. 2
Exhibit H	Description of Land
Exhibit I	POR MUD No. 1 Boundary
Exhibit J	City of Georgetown Resolution No. 10082019-O consenting to annexation of the 2243 South Tract into WCMUD No. 25
Exhibit K	Master Development Fee Formula

14.12 **Effective Date; Recordation.** Once executed by the Initial Parties, this Agreement shall be effective as of the Effective Date. This Agreement shall be recorded in the records of Williamson County at the Developer Party's expense.

14.13 **Effect on Original Consent Agreement and Consent Ordinance.** This Second Amended and Restated Consent Agreement totally supersedes and replaces the Original Consent Agreement, and the Original Consent Agreement shall have no further force or effect after the Effective Date. To the extent of a conflict between this Agreement and UDC Section 13.10, this Agreement shall control.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

*(notarized signature pages follow)*



**CITY OF GEORGETOWN, TEXAS**

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

Name: Dale Ross

Title: Mayor

ATTEST:

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

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

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

Charlie McNabb, City Attorney

STATE OF TEXAS                   §

§

COUNTY OF WILLIAMSON       §

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 2019, by Dale Ross, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(seal)

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

**LAREDO WO, LTD., a Texas limited partnership**

By: ABG ENTERPRISES, LTD., a Texas  
limited partnership, its General Partner

By: GALO, INC., a Texas corporation, its  
General Partner

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

Name: A. Brad Galo

Title: Chief Executive Officer

STATE OF TEXAS                   §

§

COUNTY OF BEXAR               §

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 2019, by A. Brad Galo, Chief Executive Officer of Galo, Inc., general partner of ABG ENTERPRISES, LTD., a Texas limited partnership, as General Partner of LAREDO W.O. LTD., a Texas limited partnership, on behalf of said corporation and partnerships.

(seal)

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

**HM PARKSIDE, LP**, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation, General Partner

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

Blake J. Magee, President

STATE OF TEXAS                   §

§

COUNTY OF TRAVIS           §

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 2019, by Blake J. Magee, President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of HM PARKSIDE, LP, a Texas limited partnership, on behalf of said corporation and partnership.

(seal)

Notary Public State of Texas

\_\_\_\_\_

**HM CR 176-2243, LP**, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation, General Partner

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

Blake J. Magee, President

STATE OF TEXAS                   §

§

COUNTY OF TRAVIS           §

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 2019, by Blake J. Magee, President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of HM CR-176-2243, LP, a Texas limited partnership, on behalf of said corporation and partnership.

(seal)

Notary Public State of Texas

\_\_\_\_\_

**WILLIAMSON COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 25**

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

ATTEST:

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

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, President of Williamson County Municipal Utility District No. 25, a municipal utility district operating under Chapters 49 and 54 of the Texas Water Code.

(seal)

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

# EXHIBIT A

1354.715 ACRES  
ABG DEVELOPMENT  
WATER OAK

FN. NO. 11-406(ACD)  
DECEMBER 5, 2011  
BPI JOB NO. 1640-12

## DESCRIPTION

OF 1354.715 ACRES OF LAND OUT OF THE J. THOMPSON SURVEY, ABSTRACT NO. 608; I. & G. N. R.R. SURVEY, ABSTRACT NO. 744; KEY WEST IRRIGATION SURVEY, ABSTRACT NO. 711; J.T. CHURCH SURVEY, ABSTRACT NO. 140; J.D. JOHNS SURVEY, ABSTRACT NO. 365; W.E. PATE SURVEY, ABSTRACT NO. 836; D. MEDLOCK SURVEY, ABSTRACT NO. 839; R. MILBY SURVEY, ABSTRACT NO. 459; J. BERRY SURVEY, ABSTRACT NO. 98; A.H. PORTER SURVEY, ABSTRACT NO. 490, AND ISAAC DONAGAN SURVEY, ABSTRACT NO. 178, SITUATED IN WILLIAMSON COUNTY, TEXAS; BEING COMPRISED OF THE FOLLOWING TRACTS OF LAND: A PORTION OF THAT CERTAIN 53.61 ACRE TRACT DESCRIBED IN A DEED TO LAREDO WO, LTD., OF RECORD IN DOCUMENT NO. 2007014286 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL OF THAT CERTAIN 330.24 ACRE TRACT AND ALL THAT CERTAIN 15.56 ACRE TRACT DESCRIBED IN A DEED TO LAREDO WO, LTD., OF RECORD IN DOCUMENT NO. 2007014285 OF SAID OFFICIAL PUBLIC RECORDS, ALL THAT CERTAIN 44.314 ACRE TRACT, ALL THAT CERTAIN 78.399 ACRE TRACT AND ALL THAT CERTAIN 203.137 ACRE TRACT DESCRIBED IN A DEED TO LAREDO WO, LTD., OF RECORD IN DOCUMENT NO. 2007014282 OF SAID OFFICIAL PUBLIC RECORDS, ALL THAT CERTAIN 71.00 ACRE TRACT AND ALL THAT CERTAIN 195.173 ACRE TRACT DESCRIBED IN A DEED TO LAREDO WO, LTD., OF RECORD IN DOCUMENT NO. 2007014280 OF SAID OFFICIAL PUBLIC RECORDS, AND ALL THAT CERTAIN 324.00 ACRE TRACT DESCRIBED IN A DEED TO LAREDO WO, LTD., OF RECORD IN DOCUMENT NO. 2007014278 OF SAID OFFICIAL PUBLIC RECORDS; AND A PORTION OF THAT CERTAIN 192.314 ACRE TRACT DESCRIBED IN A DEED TO LAREDO WO, LTD., OF RECORD IN DOCUMENT NO. 2007014289, OF SAID OFFICIAL PUBLIC RECORDS; SAID 1354.715 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 1/2-inch iron rod with cap set on the northerly right-of-way line of F.M. Highway 2243 (80' R.O.W.), being the southeasterly corner of said 195.193 acre tract and the southwesterly corner of that certain 51.56 acre tract described in the Deed to Charles Grady Barton of record in Volume 1976, Page 703, Official Records of Williamson County, Texas for the southeasterly corner hereof, from which a TXDOT concrete right-of-way monument found bears N69°01'50"E, a distance of 366.89 feet;

**THENCE**, along said northerly right-of-way line of F.M. 2243, being in part the southerly line of said 51.56 acre tract, in part the southerly line of said 195.193 acre tract; and in part the southerly line of said 71.00 acre tract, for a portion of the southerly line hereof, the following five (5) courses and distances:

- 1) S69°01'50"W, a distance of 1585.42 feet to a TXDOT concrete right-of-way monument found for the point of curvature of a curve to the right, being at or near F.M. 2243 Station 343+85.77, 40' left;

- 2) Along said curve to the right, having a radius of 2824.79 feet, a central angle of  $17^{\circ}14'00''$ , an arc length of 849.64 feet, and a chord which bears  $S77^{\circ}38'50''W$ , a distance of 846.44 feet to a TXDOT concrete right-of-way monument found at the end of said curve, at or near F.M. 2243 Station 335+24.10, 40' left;
- 3)  $S86^{\circ}15'50''W$ , passing at a distance of 237.23 feet a cotton spindle found for the southerly common corner of said 195.2 acre tract and said 93.60 acre "Tract B", continuing for a total distance of 563.49 feet to a 1/2-inch iron rod with cap set for the point of curvature of a curve to the left, at or near F.M. 2243 Station 329+60.61, 40' left;;
- 4) Along said curve to the left having a radius of 1949.86 feet, a central angle of  $16^{\circ}31'30''$ , an arc length of 562.37 feet, a chord which bears  $S78^{\circ}00'05''W$ , a distance of 560.42 feet to a 1/2-inch iron rod with cap set for the end of said curve, at or near F.M. 2243 Station 315+46.60, from which a TXDOT concrete monument found bears  $N86^{\circ}57'16''E$ , a distance of 1.21 feet;
- 5)  $S69^{\circ}44'20''W$ , a distance of 71.58 feet to 1/2-inch iron rod with cap found for the southeasterly corner of the remainder of that certain 93.60 acre Tract "B" described in the Partition and Exchange Deed of record in Document No. 2005043418, of said Official Public Records and a reentrant corner hereof, from which a 1/2-inch iron rod set for the southeasterly corner of a called 93.60 acre tract described as "Tract A", having been conveyed to Arthur Winston Faubion, an undivided 61.5%; and Gordon Winston Faubion, an undivided 38.5%; by the Partition and Exchange Deed of record in said Document No. 2005043418 and being the southwesterly corner of said 93.60 acre "Tract B" bears  $S69^{\circ}44'20''W$ , a distance of 375.09 feet and from which 1/2-inch iron rod set, a 1/2-inch iron rod found bears  $S10^{\circ}42'53''E$ , a distance of 0.61 feet, a TXDOT concrete right-of-way monument found on said northerly right-of-way line, at or near Station 305+56.60, 40' left bears  $S73^{\circ}12'54''W$ , a distance of 1397.29 feet (direct survey tie);

**THENCE**,  $N10^{\circ}42'53''W$ , leaving the northerly right-of-way line of said F.M. 2243, severing said 93.60 acre "Tract B", a distance of 2663.31 feet to a 1/2-inch iron rod with cap set in the northerly line of 93.60 acre "Tract B", being the southerly line of said 78.399 acre tract, for an interior ell corner hereof;

**THENCE**, in part along the northerly line of said 93.60 acre "Tract B" and in part the northerly line of said 93.60 acre "Tract A", being in part the southerly line of said 78.399 acre tract and the southerly line of said 44.314 acre tract, as found fenced and used on the ground, for a portion of the southerly line hereof, the following five (5) courses and distances:

- 1)  $S69^{\circ}14'38''W$ , a distance of 375.65 feet to a 1/2-inch iron rod with cap found;



- 2) S69°12'50"W, a distance of 185.31 feet to a nail found in a 14" Elm;
- 3) S69°16'08"W, a distance of 386.65 feet to a 1/2-inch iron rod with cap found;
- 4) S69°43'16"W, a distance of 277.23 feet to a 1/2-inch iron rod with cap found;
- 5) S69°32'42"W, a distance of 957.58 feet to a 1/2-inch iron rod with cap found, for the common occupied westerly corner of said 93.60 acre "Tract A" and said 44.314 acre tract, being in the easterly line of said 330.24 acre tract, for an interior ell corner hereof;

**THENCE**, with the westerly line said 93.60 acre "Tract A" and the easterly line of said 330.24 acre tract, generally along a fence, for a portion of the southerly line hereof, the following three courses and distances:

- 1) S21°20'32"E, a distance of 854.10 feet to a 1/2-inch iron rod with cap found;
- 2) S20°56'59"E, a distance of 931.00 feet to a 1/2-inch iron rod with cap found;
- 3) S20°44'17"E, passing at a distance of 754.61 feet a 1/2-inch iron rod with cap found, continuing for a total distance of 756.00 feet to a 1/2-inch iron rod with cap set on said northerly right-of-way line of F.M. 2243, for the common southerly corner of said 93.60 acre "Tract A" and said 330.24 acre tract;

**THENCE**, along said northerly right-of-way line of F.M. 2243, being in part the southerly line of said 330.24 acre tract and the southerly line of said 53.61 acre tract, for a portion of the southerly line hereof, the following two (2) courses and distances;

- 1) Along a curve to the right, having a radius of 5689.58 feet, a central angle of 00°38'26", an arc length of 63.62 feet, and a chord which bears S79°19'07"W, a distance of 63.61 feet to a broken TXDOT concrete right-of-way monument found for the end of said curve;
- 2) S79°38'20"W, a distance of 2844.63 feet to a 1/2-inch iron rod with cap stamped "BPI" set for the southwesterly corner hereof;

**THENCE**, leaving said northerly right-of-way line, over and across said 53.61 acre tract, for a portion of the irregular westerly line hereof, the following eight (8) courses and distances:

- 1) N28°25'04"E, a distance of 160.70 feet to a 1/2-inch iron rod with cap stamped "BPI" set at the beginning of a non-tangent curve to the left;

- 2) Along said curve, having a radius of 552.50 feet, a central angle of  $16^{\circ}06'32''$ , an arc length of 155.34 feet, and a chord which bears  $N18^{\circ}24'54''W$ , a distance of 154.82 feet to a 1/2-inch iron rod with cap stamped "BPI" set at the end of said curve;
- 3)  $N26^{\circ}28'10''W$ , a distance of 157.44 feet to a 1/2-inch iron rod with cap stamped "BPI" set at the beginning of a non-tangent curve to the left;
- 4) Along said curve, having a radius of 25.00 feet, a central angle of  $89^{\circ}11'29''$ , an arc length of 38.92 feet, and a chord which bears  $N71^{\circ}03'54''W$ , a distance of 35.10 feet to a 1/2-inch iron rod with cap stamped "BPI" set at the end of said curve;
- 5)  $N27^{\circ}14'19''W$ , a distance of 65.03 feet to a 1/2-inch iron rod with cap stamped "BPI" set at the beginning of a non-tangent curve to the left;
- 6) Along said curve, having a radius of 25.00 feet, a central angle of  $91^{\circ}11'32''$ , an arc length of 39.79 feet, and a chord which bears  $N19^{\circ}07'36''E$ , a distance of 35.72 feet to a 1/2-inch iron rod with cap stamped "BPI" set at the end of said curve;
- 7)  $N26^{\circ}28'10''W$ , a distance of 150.25 feet to a 1/2-inch iron rod with cap stamped "BPI" set at the beginning of a non-tangent curve to the right;
- 8) Along said curve, having a radius of 840.50 feet, a central angle of  $45^{\circ}58'22''$ , an arc length of 674.40 feet, and a chord which bears  $N03^{\circ}28'59''W$ , a distance of 656.45 feet to a 1/2-inch iron rod with cap stamped "BPI" set on an easterly line of said 53.61 acre tract, being a westerly line of said 330.24 acre tract, for an angle point;

**THENCE**, along the easterly line of said 53.61 acre tract, being the westerly line of said 330.24 acre tract, for a portion of the irregular westerly line hereof, the following nine (9) courses and distances:

- 1)  $S88^{\circ}02'25''W$ , a distance of 4.10 feet to a 1/2-inch iron rod found at the beginning of a non-tangent curve to the left;
- 2) Along said curve, having a radius of 529.50 feet, a central angle of  $21^{\circ}38'12''$ , an arc length of 199.96 feet, and a chord which bears  $S77^{\circ}13'19''W$ , a distance of 198.77 feet to a PK nail found at the end of said curve;

- 3) N32°53'30"W, a distance of 44.53 feet to a 1/2-inch iron rod found at an angle point;
- 4) N34°39'43"W, a distance of 239.78 feet to a 1/2-inch iron rod found at an angle point;
- 5) N55°20'17"E, a distance of 450.00 feet to a 1/2-inch iron rod found at an angle point;
- 6) N34°39'43"W, a distance of 97.07 feet to a 1/2-inch iron rod found at the beginning of a non-tangent curve to the left;
- 7) Along said curve, having a radius of 60.00 feet, a central angle of 29°05'17", an arc length of 124.71 feet, and a chord which bears N24°52'55"E, a distance of 103.44 feet to a 1/2-inch iron rod found at the end of said curve;
- 8) N55°20'17"E, a distance of 120.00 feet to a 1/2-inch iron rod found at an angle point;
- 9) N34°39'43"W, a distance of 126.11 feet to a 1/2-inch iron rod found at the northeasterly corner of said 53.61 acre tract, being the southerly line of that certain 84.07 acre tract described in the deed to GBM Partners, of record in Document No. 2007032272, of said Official Public Records, for an angle point;

**THENCE**, along the easterly line of said 84.07 acre tract being the westerly line of said 330.24 acre tract, for a portion of the irregular westerly line hereof, the following twelve (12) courses and distances:

- 1) N80°20'05"E, a distance of 307.48 feet to a 1/2-inch iron rod with cap found for an angle point;
- 2) N23°41'11"W, a distance of 279.38 feet to a 1/2-inch iron rod with cap found for a point of curvature of a curve to the left;
- 3) Along said curve to the left, having a radius of 25.11 feet, a central angle of 72°13'45", an arc length of 31.65 feet, and a chord which bears N63°28'50"W, a distance of 29.60 feet to a 1/2-inch iron rod with cap found for the end of said curve;
- 4) N09°39'51"W, a distance of 50.00 feet to a 1/2-inch iron rod with cap found for an angle point;
- 5) N80°20'05"E, a distance of 155.74 feet to a 1/2-inch iron rod with cap found for an angle point;
- 6) N21°06'50"W, a distance of 186.45 feet to a 1/2-inch iron rod with cap found for an angle point;

- 7) N30°29'37"W, a distance of 233.35 feet to a 1/2-inch iron rod with cap found for an angle point;
- 8) N23°41'11"W, a distance of 528.84 feet to a 1/2-inch iron rod with cap found for an angle point;
- 9) S66°44'24"W, a distance of 125.00 feet to a 1/2-inch iron rod with cap found for an angle point;
- 10) N23°41'11"W, a distance of 409.01 feet to a 1/2-inch iron rod with cap found for an angle point;
- 11) N68°45'39"E, a distance of 108.54 feet to a 1/2-inch iron rod with cap found for an angle point;
- 12) N21°14'21"W, a distance of 714.47 feet to a 1/2-inch iron rod found in the southerly line of that certain 433 acre tract described in the deed to Anne Vinther Patience, of record in Volume 989, Page 665, of said Official Records, the same being an angle point in the westerly line of said 330.24 acre tract, for an angle point hereof, from which the a 1/2-inch iron rod found for an angle point in the common line of said 433 acre tract and said 84.07 acre tract bears S14°11'42"W, a distance of 175.59 feet;

**THENCE**, N14°11'42"E, along the easterly line of said 433 acre tract, being the westerly line of said 330.24 acre tract, for a portion of the westerly line hereof, a distance of 1508.94 feet to a nail with washer found at the northwesterly corner of said 330.24 acre tract, being the southwesterly corner of that certain 314.00 acre tract described in said Deed to Laredo WO, LTD., of record in Document No. 2007014286, of said Official Public Records, for an angle point;

**THENCE**, leaving the easterly line of said 433 acre tract, along the southerly and easterly lines of said 314.00 acre tract, being the northerly line of said 330.24 acre tract and the westerly lines of said 203.137 acre tract and said 324.00 acre tract, for a portion of the irregular westerly line hereof, the following eleven (11) courses and distances:

- 1) S75°48'18"E, a distance of 431.73 feet to a 1/2-inch iron rod found at the point of curvature of a curve to the right;
- 2) Along said curve, having a radius of 578.00 feet, a central angle of 32°24'34", an arc length of 326.95 feet, and a chord which bears S59°36'01"E, a distance of 322.60 feet to a 1/2-inch iron rod found at the point of tangency of said curve;
- 3) S43°23'44"E, a distance of 1170.13 feet to a 1/2-inch iron rod found at the beginning of a non-tangent curve to the right;

- 4) Along said curve, having a radius of 1078.00 feet, a central angle of  $09^{\circ}18'07''$ , an arc length of 175.01 feet, and a chord which bears  $N55^{\circ}24'17''E$ , a distance of 174.82 feet to a 1/2-inch iron rod found at the end of said curve;
- 5)  $N60^{\circ}03'21''E$ , a distance of 538.21 feet to a 1/2-inch iron rod found at the point of curvature of a curve to the left;
- 6) Along said curve, having a radius of 922.00 feet, a central angle of  $52^{\circ}10'40''$ , an arc length of 839.64 feet, and a chord which bears  $N33^{\circ}58'00''E$ , a distance of 810.93 feet to a 1/2-inch iron rod found at the point of tangency of said curve;
- 7)  $N07^{\circ}52'40''E$ , a distance of 108.32 feet to a 1/2-inch iron rod found at the point of curvature of a curve to the right;
- 8) Along said curve, having a radius of 978.00 feet, a central angle of  $79^{\circ}02'13''$ , an arc length of 1349.11 feet, and a chord which bears  $N47^{\circ}23'47''E$ , a distance of 1244.65 feet to a 1/2-inch iron rod found at the point of tangency of said curve;
- 9)  $N86^{\circ}54'53''E$ , a distance of 321.28 feet to a 1/2-inch iron rod found at the beginning of a non-tangent curve to the right;
- 10) Along said curve, having a radius of 1078.00 feet, a central angle of  $03^{\circ}59'50''$ , an arc length of 75.20 feet, and a chord which bears  $N88^{\circ}54'48''E$ , a distance of 75.19 feet to a 1/2-inch iron rod found at the end of said curve;
- 11)  $N22^{\circ}06'17''W$ , a distance of 2224.71 feet to a point in the centerline meanders of the South San Gabriel River, being the northerly line of said 324.00 acre tract, also being the southerly line of said 192.314 acre tract, for an angle point;

**THENCE**,  $S68^{\circ}47'25''W$ , along the northerly line of said 314.00 acre tract, being the southerly line of said 192.314 acre tract, for a portion of the irregular westerly line hereof, a distance of 57.95 feet to the southwesterly corner of said 192.314 acre tract, being the southeasterly corner of that certain 73.74 acre tract described in the deed to Dennis L. Chapman, and wife Karol G. Chapman, of record in Document No. 9545414 of said Official Records, for an angle point;

**THENCE**, along the easterly line of said 73.74 acre tract, being the westerly line of said 192.314 acre tract, for a portion of the irregular westerly line hereof, the following ten (10) courses and distances:

- 1)  $N00^{\circ}10'15''W$ , a distance of 94.12 feet to a 1/2-inch iron rod found at an angle point;
- 2)  $N00^{\circ}06'25''E$ , a distance of 765.27 feet to a 1/2-inch iron rod found at an angle point;

- 3) N00°15'54"W, a distance of 374.43 feet to a nail found at an angle point;
- 4) N04°32'45"E, a distance of 49.08 feet to a nail found at an angle point;
- 5) N02°05'56"E, a distance of 31.02 feet to a nail found at an angle point;
- 6) N00°04'52"E, a distance of 74.51 feet to a nail found at an angle point;
- 7) N02°25'02"W, a distance of 79.29 feet to a nail found at an angle point;
- 8) N00°29'19"W, a distance of 311.09 feet to a nail found at an angle point;
- 9) N01°10'38"W, a distance of 96.13 feet to a nail found at an angle point;
- 10) N02°08'59"E, a distance of 140.61 feet to a nail found at the southwesterly corner of that certain 106.000 acre tract conveyed to Zamin, L.P., by Deed of record in Document No. 2010065268, of said Official Public Records, for the westernmost northwesterly corner hereof;

**THENCE**, leaving the easterly line of said 73.74 acre tract, over and across said 192.314 acre tract, along the southerly line of said 106.000 acre tract, for a portion of the irregular northerly line hereof, the following sixteen (16) courses and distances:

- 1) S36°25'52"E, a distance of 145.97 feet to a 1/2-inch iron rod with cap set for an angle point;
- 2) S40°04'40"E, a distance of 159.64 feet to a 1/2-inch iron rod with cap set for an angle point;
- 3) S65°38'47"E, a distance of 83.14 feet to a 1/2-inch iron rod with cap set for an angle point;
- 4) N88°53'22"E, a distance of 622.87 feet to a cotton spindle set for an angle point;
- 5) N69°06'39"E, a distance of 153.64 feet to a cotton spindle set for an angle point;
- 6) N67°02'44"E, a distance of 133.64 feet to a 1/2-inch iron rod with cap set for an angle point;
- 7) S27°21'25"E, a distance of 172.95 feet to a 1/2-inch iron rod with cap set for an angle point;
- 8) S36°36'32"E, a distance of 272.53 feet to a 1/2-inch iron rod with cap set for an angle point;

- 9) S82°53'15"E, a distance of 115.61 feet to a cotton spindle set for an angle point;
- 10) N56°07'11"E, a distance of 186.34 feet to a 1/2-inch iron rod with cap set for an angle point;
- 11) N07°51'19"W, a distance of 67.58 feet to a 1/2-inch iron rod with cap set for an angle point;
- 12) N34°57'21"W, a distance of 1007.97 feet to a 1/2-inch iron rod with cap set for an angle point;
- 13) N55°43'32"E, a distance of 580.05 feet to a 1/2-inch iron rod with cap set for an angle point;
- 14) N32°47'04"W, a distance of 120.64 feet to a 1/2-inch iron rod with cap set for an angle point;
- 15) N56°00'28"E, a distance of 127.25 feet to a 1/2-inch iron rod with cap set at the beginning of a non-tangent curve to the right;
- 16) Along said curve, having a radius of 3928.88 feet, a central angle of 10°17'08", an arc length of 705.30 feet, and a chord which bears N61°09'02"E, a distance of 704.36 feet to a cotton spindle set on the easterly line of said 192.314 acre tract, being the westerly line of said 324.00 acre tract, also being the most easterly corner of said 106.000 acre tract, for an angle point;

**THENCE**, along the easterly line of said 106.000 acre tract and said 192.314 acre tract, being the westerly line of said 324.00 acre tract, for a portion of the irregular northerly line hereof, the following three (3) courses and distances:

- 1) N16°22'04"W, a distance of 41.85 feet to a 1/2-inch iron rod found at an angle point;
- 2) S75°51'25"W, a distance of 8.20 feet to a 1/2-inch iron rod found at an angle point;
- 3) N22°47'48"W, a distance of 162.35 feet to a 1/2-inch iron rod found at the southwesterly corner of that certain 1.0 acre tract conveyed to Serena Marshall, by Deed of record in Volume 1022, Page 947, of said Official Public Records, for an angle point;

**THENCE**, leaving the easterly line of said 106.000 acre tract and said 192.314 acre tract, along the westerly line of said 324.00 acre tract and the southerly and easterly fenced lines of said 1.0 acre tract, for a portion of the irregular northerly line hereof, the following three (3) courses and distances:

- 1) N66°58'15"E, a distance of 156.15 feet to a 1/2-inch iron rod with cap found at the southeasterly corner of said 1.0 acre tract, for an angle point;



- 2) N40°04'03"W, a distance of 225.44 feet to a 1/2-inch iron rod found, for an angle point;
- 3) N17°01'29"W, a distance of 166.80 feet to a 1/2-inch iron rod with cap found at the northeasterly corner of said 1.0 acre tract, being in the southerly line of that certain 3.65 acre tract conveyed to Gary Wayne Carpenter and wife, Pamela Marie Carpenter, by Deed of record in Volume 641, Page 662, of the Deed Records of Williams County, Texas, for an angle point;

**THENCE**, along the fenced northerly line of said 324.00 acre tract and the southerly line of said 3.65 acre tract, for a portion of the irregular northerly line hereof, the following three (3) courses and distances:

- 1) N73°11'24"E, a distance of 120.22 feet to a 1/2-inch iron rod found for an angle point;
- 2) S39°54'51"E, a distance of 138.55 feet to a 1/2-inch iron rod found for an angle point;
- 3) S72°25'16"E, a distance of 16.36 feet to a 1/2-inch iron rod found at the southerly common corner of said 3.65 acre tract and that certain 3.61 acre tract described in the deed to William Homeyer and wife, Diane Homeyer, of record in Volume 641, Page 660, of said Deed records, for an angle point;

**THENCE**, S74°05'44"E, continuing along the fenced northerly line of said 324.00 acre tract, being the southerly line of said 3.61 acre tract, for a portion of the irregularly northerly line hereof, a distance of 233.21 feet to a 1/2-inch iron rod found at the southerly common corner of said 3.61 acre tract and that certain 3.65 acre tract described in the deed to Mission Investment, of record in Document No. 2005041752, of said Official Public Records, for an angle point;

**THENCE**, continuing along the fenced northerly line of said 324.00 acre tract, being the southerly and easterly lines of said 3.65 acre Mission Investment tract, for a portion of the irregular northerly line hereof, the following two (2) courses and distances:

- 1) S89°25'07"E, a distance of 226.37 feet to a 1/2-inch iron rod found at the southeasterly corner of said 3.65 acre Mission Investment tract, for an angle point;
- 2) N01°54'09"E, a distance of 580.44 feet to a 1/2-inch iron rod found at the northeasterly corner of said 3.65 acre Mission Investment tract, being in said southerly right-of-way line of SH 29 (100' R.O.W.), for the northern most northwesterly corner hereof;

**THENCE**, S86°51'22"E, along said southerly right-of-way line of SH 29, being the northerly line of said 324.00 acre tract, for a portion of the irregular northerly line hereof, a distance of 1250.08 feet to a 1/2-inch iron rod found at the northeasterly corner of said 324.00 acre tract, being the northwesterly corner of that certain 20.26 acre tract conveyed to Brian Farney, by Deed of record in Document No. 2006090870 of said Official Public Records, for the northeasterly corner hereof;

**THENCE**, leaving said southerly right-of-way line of SH 29, along the fenced easterly line of said 324.00 acre tract, being the westerly and southerly lines of said 20.26 acre tract, for a portion of the irregular easterly line hereof, the following three (3) courses and distances:

- 1) S21°07'39"E, a distance of 1046.26 feet to a 1/2-inch iron rod found at the base of a fence corner post, being the southwesterly corner of said 20.26 acre tract, for an angle point;
- 2) S88°34'42"E, a distance of 699.50 feet to a 1/2-inch iron rod found for an angle point;
- 3) S88°25'14"E, a distance of 177.79 feet to a 1/2-inch iron rod found at the southeasterly corner of said 20.26 acre tract, being in the fenced westerly line of that certain 22.5562 acre tract described in the deed to William Charles Bagwell and wife, Patricia C. Bagwell, of record in Volume 2232, Page 578, of said Official Records, for an angle point;

**THENCE**, continuing along the fenced easterly line of said 324.00 acre tract, being in part the westerly line of said 22.5562 acre Bagwell tract and in part the westerly line of that certain 32.61 acre tract described in the deed to William Charles Bagwell and wife, Patricia C. Bagwell, of record in Volume 2438, Page 499, of said Official Records, for a portion of the irregular easterly line hereof, the following twelve (12) courses and distances;

- 1) S07°05'31"E, a distance of 396.88 feet to a 1/2-inch iron rod found, for an angle point;
- 2) S07°00'59"E, a distance of 140.08 feet to a 1/2-inch iron rod found at the common westerly corner of said Bagwell tracts, for an angle point;
- 3) S06°58'42"E, a distance of 347.80 feet to a 1/2-inch iron rod found, for an angle point;
- 4) S07°08'33"E, a distance of 120.67 feet to a 1/2-inch iron rod found, for an angle point;
- 5) S07°52'32"E, a distance of 201.58 feet to a 1/2-inch iron rod found, for an angle point;
- 6) S07°52'24"E, a distance of 161.62 feet to a 1/2-inch iron rod found, for an angle point;

- 7) S07°22'37"E, a distance of 172.62 feet to a 1/2-inch iron rod found, for an angle point;
- 8) S08°03'47"E, a distance of 149.47 feet to a 1/2-inch iron rod found, for an angle point;
- 9) S08°15'27"E, a distance of 319.11 feet to a 1/2-inch iron rod found, for an angle point;
- 10) S09°50'24"E, a distance of 216.94 feet to a 1/2-inch iron rod found, for an angle point;
- 11) S08°50'33"E, a distance of 209.44 feet to a 1/2-inch iron rod found, for an angle point;
- 12) S00°25'18"E, passing at a distance of 158.98 feet an auto axle found on the North Bank of the South San Gabriel River, continuing for a total distance of 188.62 feet to a calculated point in the approximate center of the river, the being in the northerly line of that certain 190.40 acre tract conveyed to Texas Crushed Stone, by Deed of record in Volume 743, Page 47, of said Deed Records, for an angle point;

**THENCE**, along the centerline meanders of the South San Gabriel River, being a portion of the northerly line of said 190.40 acre tract, and a portion of the southerly line of the upper portion of said 324.00 acre tract, for a portion of the irregular easterly line hereof, the following eight (8) courses and distances:

- 1) S87°44'31"W, a distance of 362.99 feet to a calculated point, for an angle point;
- 2) N78°02'28"W, a distance of 85.59 feet to a calculated point, for an angle point;
- 3) S80°19'11"W, a distance of 148.88 feet to a calculated point, for an angle point;
- 4) S65°08'13"W, a distance of 207.18 feet to a calculated point, for an angle point;
- 5) N66°16'04"W, a distance of 40.94 feet to a calculated point, for an angle point;
- 6) N88°38'02"W, a distance of 149.71 feet to a calculated point, for an angle point;
- 7) N89°51'11"W, a distance of 391.55 feet to a calculated point, for an angle point;
- 8) N79°08'16"W, a distance of 180.06 feet to a calculated point at the northwesterly corner of said 190.40 acre tract and northeasterly corner of the lower portion of said 324.00 acre tract, for an angle point;

**THENCE**, S01°52'14"E, leaving the South San Gabriel River, along the easterly line of the lower portion of said 324.00 acre tract, being a portion of the westerly line of said 190.40 acre tract, for a portion of the irregular easterly line hereof, passing at a distance of 57.75 feet a 1/2-inch iron rod found on the bank, continuing with a fence for a total distance of 1026.82 feet to a 1/2-inch iron rod with cap found at a fence corner post at the southerly most southeasterly corner of said 324.00 acre tract, being the northeasterly corner of said 203.137 acre tract, for an angle point;

**THENCE**, continuing along the fenced westerly line of said 190.40 acre tract, being the easterly line of said 203.137 acre tract, for a portion of the irregular easterly line hereof the following seven (7) courses and distances:

- 1) S01°10'35"E, a distance of 167.70 feet to a 1/2-inch iron rod with cap set in the fence, for an angle point;
- 2) S00°03'35"W, a distance of 341.80 feet to a 1/2-inch iron pipe found, for an angle point;
- 3) S04°36'44"E, a distance of 15.67 feet to a 1/2-inch iron rod found, for an angle point;
- 4) S06°30'12"E, a distance of 343.71 feet to a 1/2-inch iron rod with cap set in the fence, for an angle point;
- 5) S01°45'07"E, a distance of 480.85 feet to a 1/2-inch iron rod with cap set in the fence, for an angle point;
- 6) S02°48'39"E, a distance of 258.38 feet to a 1/2-inch iron rod found at a 30" Live Oak, for an angle point;
- 7) S02°30'15"E, a distance of 1139.73 feet to a 1/2-inch iron rod with cap set at the southwesterly corner of said 190.40 acre tract, being the southeasterly corner of said 203.137 acre tract, also being in the northerly line of said Barton 51.56 acre tract, for an angle point;

**THENCE**, leaving the westerly line of said 190.40 acre tract, along a portion of the irregular southerly line of said 203.137 acre tract, being in part a portion of the northerly line of said Barton 51.56 acre tract and in part the easterly and northerly line of the remainder of that certain 168.32 acre tract conveyed to Charlie A. Barton and wife, Ollie A. Barton, by Deed of record in Volume 470, Page 303, of said Deed Records, for a portion of the irregular easterly line hereof, the following (7) seven courses and distances:

- 1) S68°13'42"W, a distance of 128.79 feet to a 1/2-inch iron rod with cap set, for an angle point;
- 2) N36°37'28"W, leaving said Barton 51.56 acre tract, a distance 381.75 feet to a 1/2-inch iron rod with cap set, for an angle point;

- 3) N68°46'05"W, a distance of 137.51 feet to a 1/2-inch iron rod with cap set, for an angle point;
- 4) S84°17'41"W, a distance of 214.68 feet to a 1/2-inch iron rod with cap set, for an angle point;
- 5) S71°34'53"W, a distance of 180.12 feet to a 1/2-inch iron rod with cap set, for an angle point;
- 6) S75°44'55"W, a distance of 433.46 feet to a 1/2-inch iron rod with cap set, for an angle point;
- 7) S80°42'01"W, a distance of 714.66 feet to a 1/2-inch iron rod with cap set in the irregular easterly line of said 78.399 acre tract, being the northwesterly corner of the remainder of said Barton 168.32 acre tract, for an angle point;

**THENCE**, along the easterly line of said 78.399 acre tract, for a portion of the irregular easterly line hereof, along a non-tangent curve to the left, having a radius of 1380.00 feet, a central angle of 34°46'41", an arc length of 837.65 feet and a chord which bears S03°17'54"W, a distance of 824.85 feet to a 1/2-inch iron rod with cap set in the north line of said 195.193 acre tract, being the southwesterly corner of the remainder of said Barton 168.32 acre tract, for an angle point;

**THENCE**, along the northerly and easterly lines of said 195.193 acre tract, being in part a portion of the southerly line of the remainder of said Barton 168.32 acre tract and the westerly line of said Barton 51.56 acre tract, for a portion of the irregular easterly line hereof, the following (4) four courses and distances:

- 1) N67°58'56"E, a distance of 242.13 feet to a 1/2-inch iron rod found, for an angle point;
- 2) N68°09'20"E, a distance of 617.53 feet to a 1/2-inch iron rod found, for an angle point;
- 3) N68°08'39"E, a distance of 1031.81 feet to a nail found for the common northerly corner of said 195.193 acre tract and said Barton 51.56 acre tract, for an angle point;

- 4) S20°54'54"E, leaving the southerly line of the remainder of said Barton 168.32 acre tract, a distance of 3791.46 feet to the **POINT OF BEGINNING**, containing an area of 1354.715 acres of land, more or less, within these metes and bounds; save and except that certain 0.3683 acre tract save and excepted in Document No. 2000063285 of said Official Public Records.

**BEARING BASIS:** THE BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS COORDINATE SYSTEM, NAD83(96) CENTRAL ZONE, ESTABLISHED BY NGS OPUS SOLUTION USING CORS STATIONS DF5370, AF9638, DE5999, DF4062, & DE5999.

I, ABRAM C. DASHNER, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE THAT THIS DESCRIPTION IS BASED UPON A SURVEY MADE ON THE GROUND BY BURY+PARTNERS, INC., DURING THE MONTHS OF APRIL - JULY, 2006. THIS DESCRIPTION WAS PREPARED TO ACCOMPANY A PRELIMINARY MASTER PLAN.

BURY & PARTNERS, INC.  
ENGINEERING-SOLUTIONS  
221 WEST SIXTH STREET, SUITE 600  
AUSTIN, TEXAS 78701

  
12-5-11  
ABRAM C. DASHNER, R.P.L.S.  
NO. 5901  
STATE OF TEXAS



**Exhibit B**

**Remainder Property**

Tract 1:

1,146.591 acres of land in Williamson County, Texas, being more particularly described as 1,156.001 acres described on Exhibit B-1 attached hereto and incorporated herein, SAVE AND EXCEPT 9.410 acres described on Exhibit B-2 attached hereto; and

Tract 2:

Lot 2, Block G, Water Oak North Section 1, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded under Document No. 2013033404, Official Public Records of Williamson County, Texas.



DATE 11-1-50

NOTES:

- [illegible]

- |     |   |
|-----|---|
| E1  | DRAINAGE EASEMENT<br>0.020 ACRES<br>W.C.C.F., NO. 2013093886  |
| E2  | DRAINAGE EASEMENT<br>0.058 ACRES<br>W.C.C.F., NO. 2013095986  |
| E3  | SANITARY SEWER EASEMENT<br>0.058 ACRES<br>W.C.C.F., NO. 2013095987  |
| E4  | DRAINAGE SEWER EASEMENT<br>0.137 ACRES<br>W.C.C.F., NO. 2014026475  |
| E5  | SANITARY SEWER EASEMENT<br>0.156 ACRES<br>W.C.C.F., NO. 2014026478  |
| E6  | DRAINAGE EASEMENT<br>0.030 ACRES<br>W.C.C.F., NO. 2014071869 (P)<br>APPROVED FOR RECORDING<br>OCCUPATION IN RECORDING |
| E7  | GRA INLAND EASEMENT<br>0.030 ACRES<br>W.C.C.F., NO. 2014071869 (I)  |
| E8  | DRAINAGE EASEMENT<br>0.058 ACRES<br>W.C.C.F., NO. 2014071869 (I)  |
| E9  | SANITARY SEWER EASEMENT<br>0.030 ACRES<br>W.C.C.F., NO. 2014071870  |
| E10 | WATERWATER EASEMENT<br>1.000 ACRES<br>W.C.C.F., NO. 201708157   |
| E11 | ACROSS EASEMENT<br>1.000 ACRES<br>W.C.C.F., NO. 201708160   |

I hereby certify to Honno/Mages, LP#1, and/or its successors and assigns; HCB Laredo Texas, First United Bank and Trust Company, its successors and assigns and Heritage Title Company of Austin, Inc. as agent for First American Title Insurance Company.

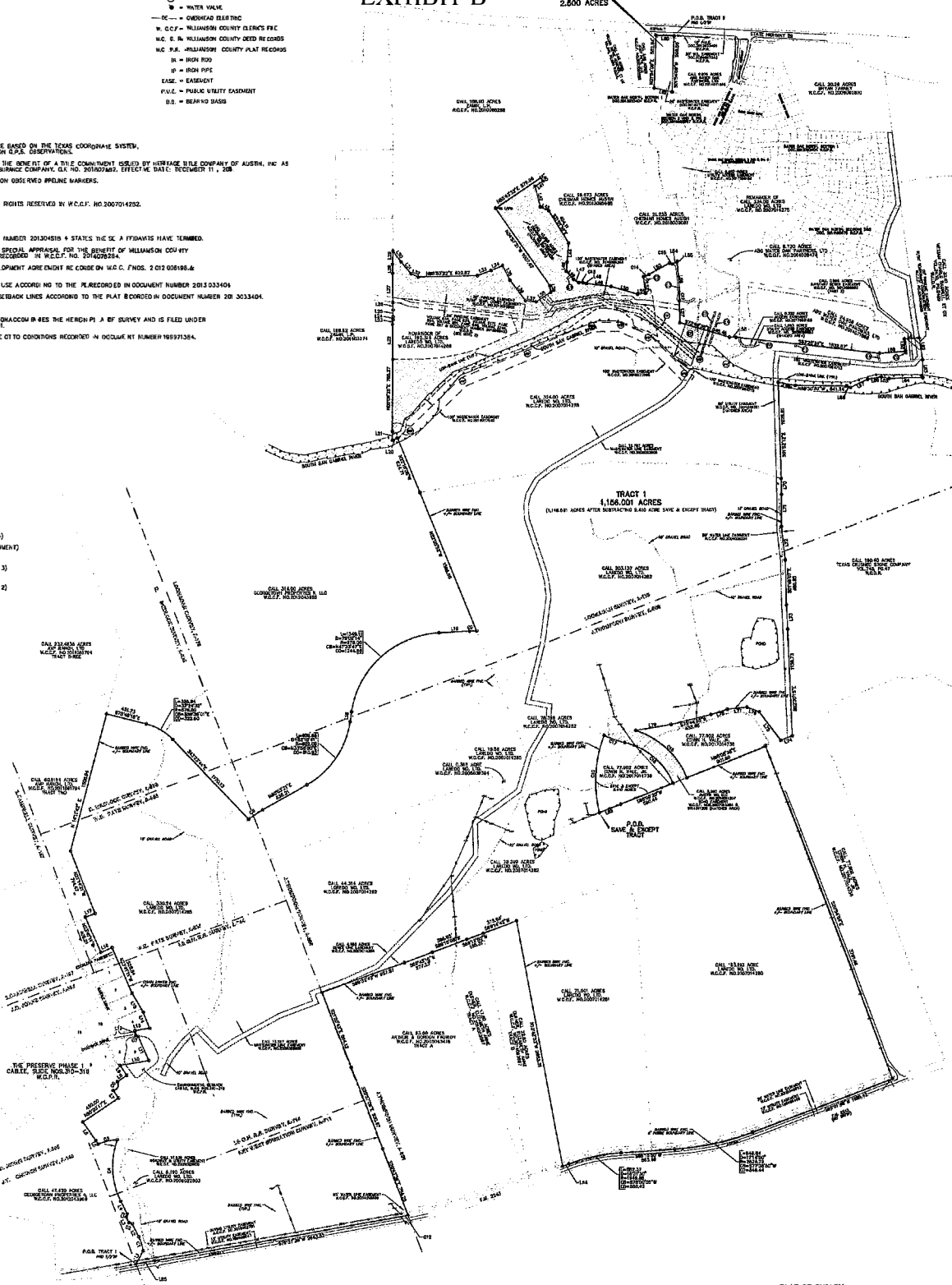
[illegible]

(c) ingress to and egress from the subject property is provided by F.M. 2243, being a paved, dedicated public right-of-way maintained by Williamson County, Texas;

Alan J. Horton  
Registered Professional Land Surveyor  
Texas Registration No. 5768



TRACT 2  
2,600 ACRES



### PLAT OF SURVEY

TRACT 1 - 1,156.001 ACRES  
(1,146.591 ACRES AFTER SUBTRACTING 0.410 ACRE SAVE & EXCEPT TRACT)  
TRACT 2 - 2.500 ACRES

BEING LOT 3, BLOCK G, WATER OAK NORTH, SECTION 1, A SUBDIVISION RECORDED IN DOG  
2003334 OF THE PUBLIC RECORDS OF THE COUNTY OF LOS ANGELES, IN THE NAME OF  
LANDCO LTD. INC. IN W.C.G.F. NO. 2007014286, A CALL 71,501 ACRES TRACT OF LAND RECORDED IN  
THE NAME OF LANDCO LTD. INC. IN W.C.G.F. NO. 2007014281, CALL 77,368 ACRES, 44,314 ACRES  
2007014282, 2007014283, 2007014284, 2007014285, 2007014286, 2007014287, 2007014288, 2007014289, 2007014290, 2007014291, 2007014292, 2007014293, 2007014294, 2007014295, 2007014296, 2007014297, 2007014298, 2007014299, 2007014300, 2007014301, 2007014302, 2007014303, 2007014304, 2007014305, 2007014306, 2007014307, 2007014308, 2007014309, 2007014310, 2007014311, 2007014312, 2007014313, 2007014314, 2007014315, 2007014316, 2007014317, 2007014318, 2007014319, 2007014320, 2007014321, 2007014322, 2007014323, 2007014324, 2007014325, 2007014326, 2007014327, 2007014328, 2007014329, 2007014330, 2007014331, 2007014332, 2007014333, 2007014334, 2007014335, 2007014336, 2007014337, 2007014338, 2007014339, 2007014340, 2007014341, 2007014342, 2007014343, 2007014344, 2007014345, 2007014346, 2007014347, 2007014348, 2007014349, 2007014350, 2007014351, 2007014352, 2007014353, 2007014354, 2007014355, 2007014356, 2007014357, 2007014358, 2007014359, 2007014360, 2007014361, 2007014362, 2007014363, 2007014364, 2007014365, 2007014366, 2007014367, 2007014368, 2007014369, 2007014370, 2007014371, 2007014372, 2007014373, 2007014374, 2007014375, 2007014376, 2007014377, 2007014378, 2007014379, 2007014380, 2007014381, 2007014382, 2007014383, 2007014384, 2007014385, 2007014386, 2007014387, 2007014388, 2007014389, 2007014390, 2007014391, 2007014392, 2007014393, 2007014394, 2007014395, 2007014396, 2007014397, 2007014398, 2007014399, 2007014400, 2007014401, 2007014402, 2007014403, 2007014404, 2007014405, 2007014406, 2007014407, 2007014408, 2007014409, 2007014410, 2007014411, 2007014412, 2007014413, 2007014414, 2007014415, 2007014416, 2007014417, 2007014418, 2007014419, 2007014420, 2007014421, 2007014422, 2007014423, 2007014424, 2007014425, 2007014426, 2007014427, 2007014428, 2007014429, 2007014430, 2007014431, 2007014432, 2007014433, 2007014434, 2007014435, 2007014436, 2007014437, 2007014438, 2007014439, 2007014440, 2007014441, 2007014442, 2007014443, 2007014444, 2007014445, 2007014446, 2007014447, 2007014448, 2007014449, 2007014450, 2007014451, 2007014452, 2007014453, 2007014454, 2007014455, 2007014456, 2007014457, 2007014458, 2007014459, 2007014460, 2007014461, 2007014462, 2007014463, 2007014464, 2007014465, 2007014466, 2007014467, 2007014468, 2007014469, 2007014470, 2007014471, 2007014472, 2007014473, 2007014474, 2007014475, 2007014476, 2007014477, 2007014478, 2007014479, 2007014480, 2007014481, 2007014482, 2007014483, 2007014484, 2007014485, 2007014486, 2007014487, 2007014488, 2007014489, 2007014490, 2007014491, 2007014492, 2007014493, 2007014494, 2007014495, 2007014496, 2007014497, 2007014498, 2007014499, 2007014500, 2007014501, 2007014502, 2007014503, 2007014504, 2007014505, 2007014506, 2007014507, 2007014508, 2007014509, 2007014510, 2007014511, 2007014512, 2007014513, 2007014514, 2007014515, 2007014516, 2007014517, 2007014518, 2007014519, 2007014520, 2007014521, 2007014522, 2007014523, 2007014524, 2007014525, 2007014526, 2007014527, 2007014528, 2007014529, 2007014530, 2007014531, 2007014532, 2007014533, 2007014534, 2007014535, 2007014536, 2007014537, 2007014538, 2007014539, 2007014540, 2007014541, 2007014542, 2007014543, 2007014544, 2007014545, 2007014546, 2007014547, 2007014548, 2007014549, 2007014550, 2007014551, 2007014552, 2007014553, 2007014554, 2007014555, 2007014556, 2007014557, 2007014558, 2007014559, 2007014560, 2007014561, 2007014562, 2007014563, 2007014564, 2007014565, 2007014566, 2007014567, 2007014568, 2007014569, 2007014570, 2007014571, 2007014572, 2007014573, 2007014574, 2007014575, 2007014576, 2007014577, 2007014578, 2007014579, 2007014580, 2007014581, 2007014582, 2007014583, 2007014584, 2007014585, 2007014586, 2007014587, 2007014588, 2007014589, 2007014590, 2007014591, 2007014592, 2007014593, 2007014594, 2007014595, 2007014596, 2007014597, 2007014598, 2007014599, 2007014600, 2007014601, 2007014602, 2007014603, 2007014604, 2007014605, 2007014606, 2007014607, 2007014608, 2007014609, 200

LOCATED IN THE L DONAGIAN SURVEY, A-175, THE J THOMPSON SURVEY, A-808, THE KEY WEST PRODUCTION SURVEY, A-711, THE L & GUL R.R. SURVEY, A-764, THE J.D. JOHNS SURVEY, A-585, WEE PATE SURVEY, A-830 AND THE

WILLIAMSON COUNTY, TEXAS



**GBI PARTNERS, L.P.**  
LAND SURVEYING CONSULTANTS  
1812 CENTRE CREEK DR. STE 265 • AUSTIN, TX 78778  
PHONE: 312-296-2835 • WWW.GBMSURVEY.COM  
TOLL FREE 1-818-150 • TDD 312-296-2835

SCALE: 1" = 500'	JOB NO. 780801	DATE: 12-20-16
------------------	----------------	----------------



County: Williamson  
Project: Water Oak South  
Job No.: A180801  
MBS No.: 18-005

**FIELD NOTES FOR 1156.001 ACRES**

Being a tract containing 1,156.001 acres of land located in the I. Donagan Survey, Abstract Number 178, the J. Thompson Survey, Abstract Number 608, the Key West Irrigation Survey, Abstract Number 711, the I.&G.N. R.R. Survey, Abstract number 744, the J.D. Johns Survey, Abstract Number 365, the W.E. Pate Survey, Abstract Number 836, the D. Medlock Survey, Abstract Number 839, in Williamson County, Texas; Said 1,156.001 acre tract being a call 195.193 acre tract of land recorded in the name of Laredo Wo, Ltd. in Williamson County Clerk's File (W.C.C.F.) Number 2007014280, a call 71.001 acre tract of land recorded in the name of Laredo Wo, Ltd. in W.C.C.F. Number 2007014281, call 77.399 acre, 44.314 acre, and 203.137 acre tracts of land recorded in the name of Laredo Wo, Ltd. in W.C.C.F. Number 2007014282, call 330.24 acre and 15.56 acre tracts of land recorded in the name of Laredo Wo, Ltd. in W.C.C.F. Number 2007014285, a call 0.368 acre tract of land recorded in the name of Laredo Wo, Ltd. in W.C.C.F. Number 2008039394, and a call 6.190 acre tract of land recorded in the name of Laredo Wo, Ltd. in W.C.C.F. Number 2009022803, and a portion of a call 192.314 acre tract of land recorded in the name of Laredo Wo, Ltd. in W.C.C.F. Number 2007014289, a call 3.080 acre tract of land recorded in the name of Austin WO, LLC in W.C.C.F. Number 2014011207 and a call 324.00 acre tract of land recorded in the name of Laredo Wo, Ltd. in W.C.C.F. Number 2007014278; Said 1,156.001 acres being more particularly described by metes and bounds descriptions as follows (bearings are referenced to the Texas Coordinate System, NAD 1983, Central Zone):

**Beginning** at a 1/2-inch iron rod found at the southwesterly corner of said 6.190 acre tract, the southeasterly corner of a call 47.420 acre tract of land recorded in the name of Georgetown Properties II, LLC in W.C.C.F. Number 2012043969 and the northerly Right-of-Way (R.O.W.) line of F.M. 2243 (80-foot width);

Thence, with the easterly line of said 47.420 acre tract, the following sixteen (16) courses:

1. North 28 degrees 25 minutes 04 seconds East, a distance of 160.70 feet to a 1/2-inch iron rod found;
2. 155.33 feet along the arc of a curve to the left, said curve having a central angle of 16 degrees 06 minutes 30 seconds, a radius of 552.50 feet and a chord which bears North 18 degrees 24 minutes 54 seconds West, a distance of 154.82 feet to a 1/2-inch iron rod found;
3. North 26 degrees 28 minutes 10 seconds West, a distance of 157.44 feet to a 1/2-inch iron rod found;

4. 38.91 feet along the arc of a curve to the left, said curve having a central angle of 89 degrees 10 minutes 31 seconds, a radius of 25.00 feet and a chord which bears North 71 degrees 03 minutes 54 seconds West, a distance of 35.10 feet to a 1/2-inch iron rod set;
5. North 27 degrees 14 minutes 19 second West, a distance of 65.03 feet to a 1/2-inch iron rod set;
6. 39.79 feet along the arc of a curve to the left, said curve having a central angle of 91 degrees 11 minutes 17 seconds, a radius of 25.00 feet and a chord which bears North 19 degrees 07 minutes 36 seconds East, a distance of 35.72 feet to a 1/2-inch iron rod set;
7. North 26 degrees 28 minutes 10 seconds West, a distance of 150.25 feet to a 1/2-inch iron rod set;
8. 674.40 feet along the arc of a curve to the right, said curve having a central angle of 45 degrees 58 minutes 22 seconds, a radius of 840.50 feet and a chord which bears North 03 degrees 28 minutes 59 seconds West, a distance of 656.45 feet to a 1/2-inch iron rod set;
9. 203.98 feet along the arc of a curve to the left, said curve having a central angle of 22 degrees 04 minutes 18 seconds, a radius of 529.52 feet and a chord which bears South 77 degrees 26 minutes 54 seconds West, a distance of 202.72 feet to a 1/2-inch iron rod set;
10. North 32 degrees 58 minutes 10 seconds West, a distance of 44.22 feet to a 1/2-inch iron rod set;
11. North 34 degrees 39 minutes 43 seconds West, a distance of 239.78 feet to a 1/2-inch iron rod found;
12. North 55 degrees 20 minutes 17 seconds East, a distance of 450.00 feet, from which a 1/2-inch iron rod found, bears South 61 degrees East a distance of 0.49 feet;
13. North 34 degrees 39 minutes 43 seconds West, a distance of 97.07 feet to a 1/2-inch iron rod set;
14. 124.70 feet along the arc of a curve to the left, said curve having a central angle of 119 degrees 05 minutes 02 seconds, a radius of 60.00 feet and a chord which bears North 24 degrees 52 minutes 55 seconds East, a distance of 103.44 feet, from which a 1/2-inch iron rod found, bears South 68 degrees East, a distance of 0.55 feet;
15. North 55 degrees 20 minutes 17 seconds East, a distance of 120.00 feet to a 1/2-inch iron rod found;

16. North 34 degrees 39 minutes 43 seconds West, a distance of 126.11 feet to an easterly line of The Preserve Phase 1, a subdivision recorded in Cabinet EE, Slide Number 310-316 of the Williamson County Plat Records (W.C.P.R.), from which a 1/2-inch iron rod found, bears South 67 degrees East, a distance of 0.66 feet;

Thence, with the easterly line of said The Preserve Phase 1, the following twelve (12) courses:

1. North 80 degrees 20 minutes 05 seconds East, a distance of 307.48 feet to a 1/2-inch iron rod set;
2. North 23 degrees 41 minutes 11 seconds West, a distance of 279.38 feet to a 1/2-inch iron rod set;
3. 31.65 feet along the arc of a curve to the left, said curve having a central angle of 72 degrees 13 minutes 47 seconds, a radius of 25.11 feet and a chord which bears North 63 degrees 28 minutes 50 seconds West, a distance of 29.60 feet to a 1/2-inch iron rod set;
4. North 09 degrees 39 minutes 51 seconds West, a distance of 50.00 feet to a 1/2-inch iron rod set;
5. North 80 degrees 20 minutes 05 seconds East, a distance of 155.74 feet to a 1/2-inch iron rod found;
6. North 21 degrees 06 minutes 30 seconds West, a distance of 186.45 feet to a 1/2-inch iron rod set;
7. North 30 degrees 29 minutes 37 seconds West, a distance of 233.35 feet to a 1/2-inch iron rod found;
8. North 23 degrees 41 minutes 11 seconds West, a distance of 528.84 feet to a cotton spindle found;
9. South 66 degrees 44 minutes 24 seconds West, a distance of 125.00 feet to a 1/2-inch iron rod set;
10. North 23 degrees 41 minutes 11 seconds West, a distance of 409.01 feet to a 1/2-inch iron rod found;
11. North 68 degrees 45 minutes 39 seconds East, a distance of 108.54 feet to a 1/2-inch iron rod found;
12. North 21 degrees 14 minutes 21 seconds West, a distance of 714.47 feet to the easterly line of a call 60.5184 acre tract of land recorded in the name of AVP Ranch, Ltd. in W.C.C.F. Number 2011081794, from which a 1/2-inch iron rod found, bears North 27 degrees West, a distance of 0.68 feet;

Thence, with said easterly line, North 14 degrees 11 minutes 42 seconds East, a distance of 1,508.94 feet to a 1/2-inch iron rod set at the southwesterly corner of a call 314.00 acre tract of land recorded in the name of Georgetown Properties II in W.C.C.F. Number 2012043969;

Thence, with the southerly line of said 314.00 acre tract, the following ten (10) courses:

1. South 75 degrees 48 minutes 18 seconds East, a distance of 431.73 feet to a 1/2-inch iron rod found;
2. 326.94 feet along the arc of a curve to the right, said curve having a central angle of 32 degrees 24 minutes 32 seconds, a radius of 578.00 feet and a chord which bears South 59 degrees 36 minutes 01 seconds East, a distance of 322.60 feet to a 1/2-inch iron rod found;
3. South 43 degrees 23 minutes 44 seconds East, a distance of 1,170.13 feet to a 1/2-inch iron rod found;
4. 175.01 feet along the arc of a curve to the right, said curve having a central angle of 09 degrees 18 minutes 07 seconds, a radius of 1078.00 feet and a chord which bears North 55 degrees 24 minutes 17 seconds East, a distance of 174.82 feet to a 1/2-inch iron rod found;
5. North 60 degrees 03 minutes 21 seconds East, a distance of 538.21 feet, from which a 1/2-inch iron rod found, bears South 23 degrees West, a distance of 0.50 feet;
6. 839.65 feet along the arc of a curve to the left, said curve having a central angle of 52 degrees 10 minutes 41 seconds, a radius of 922.00 feet and a chord which bears North 33 degrees 58 minutes 00 seconds East, a distance of 810.93 feet to a 1/2-inch iron rod found;
7. North 07 degrees 52 minutes 40 seconds East, a distance of 108.32 feet to a 1/2-inch iron rod set;
8. 1,349.11 feet along the arc of a curve to the right, said curve having a central angle of 79 degrees 02 minutes 14 seconds, a radius of 978.00 feet and a chord which bears North 47 degrees 23 minutes 47 seconds East, a distance of 1,244.66 feet to a 1/2-inch iron rod found;
9. North 86 degrees 54 minutes 53 seconds East, a distance of 321.28 feet to a 1/2-inch iron rod found;
10. 75.21 feet along the arc of a curve to the right, said curve having a central angle of 03 degrees 59 minutes 50 seconds, a radius of 1078.00 feet and a chord which bears North 88 degrees 54 minutes 08 seconds East, a distance of 75.19 feet to a 1/2-inch iron rod set at the southeasterly corner of said 314.00 acre tract and the westerly line of aforesaid 203.137 acre tract;

Thence, with the easterly line of said 314.00 acre tract, the following two (2) courses:

\

1. North 22 degrees 05 minutes 52 seconds West, a distance of 1596.68 feet to a 1-inch iron pipe found;
2. North 22 degrees 18 minutes 08 seconds West, a distance of 624.71 feet to the northeasterly corner of said 314.00 acre tract, the northwesterly corner of aforesaid 324.00 acre tract, a southerly corner of aforesaid 192.314 acre tract, and the centerline of South San Gabriel River;

Thence, with a northerly line of said 314.00 acre tract and the meanders of said centerline, South 68 degrees 48 minutes 05 seconds West, a distance of 57.92 feet to the southeasterly corner of a call 168.62 acre tract of land recorded in the name of Zamin, L.P. in W.C.C.F. Number 201403274 and the most southerly corner of said 192.314 acre tract;

Thence, with the easterly line of said 168.62 acre tract, the following ten (10) courses:

1. North 00 degrees 10 minutes 15 seconds West, a distance of 94.12 feet to a 1/2-inch iron rod set;
2. North 00 degrees 06 minutes 25 seconds East, a distance of 765.27 feet to a 1/2-inch iron rod (1847 cap) found;
3. North 00 degrees 15 minutes 54 seconds West, a distance of 374.43 feet to a nail in fence post found;
4. North 04 degrees 32 minutes 45 seconds East, a distance of 49.08 feet to a 1/2-inch iron rod set;
5. North 02 degrees 05 minutes 56 seconds East, a distance of 31.02 feet to a 1/2-inch iron rod set;
6. North 00 degrees 04 minutes 52 seconds East, a distance of 74.51 feet to a 1/2-inch iron rod set;
7. North 02 degrees 25 minutes 02 seconds West, a distance of 79.29 feet to a 1/2-inch iron rod (1847 cap) found;
8. North 00 degrees 29 minutes 19 seconds West, a distance of 311.09 feet to a 26-inch pine tree;
9. North 01 degrees 10 minutes 38 seconds West, a distance of 96.13 feet to a nail in a 30-inch cedar tree found;

10. North 02 degrees 08 minutes 59 seconds East, a distance of 140.61 feet to a nail in a 28-inch oak tree found at the southwesterly corner of a call 106.00 acre tract of land recorded in the name of Zamin, L.P. in W.C.C.F. Number 2010065268;

Thence, with the southerly line of said 106.00 acre tract, the following thirteen (13) courses:

1. South 36 degrees 25 minutes 52 seconds East, a distance of 145.97 feet to a 1/2-inch iron rod found;
2. South 40 degrees 04 minutes 40 seconds East, a distance of 159.64 feet to a 1/2-inch iron rod found;
3. South 65 degrees 38 minutes 47 seconds East, a distance of 83.14 feet to a 1/2-inch iron rod found;
4. North 88 degrees 53 minutes 22 seconds East, a distance of 622.87 feet to a cotton spindle found;
5. North 69 degrees 06 minutes 39 seconds East, a distance of 153.64 feet to a cotton spindle found;
6. North 67 degrees 02 minutes 44 seconds East, a distance of 133.64 feet to a 1/2-inch iron rod found;
7. South 27 degrees 21 minutes 25 seconds East, a distance of 172.95 feet to a 1/2-inch iron rod found;
8. South 36 degrees 36 minutes 32 seconds East, a distance of 272.53 feet to a 1/2-inch iron rod found;
9. South 82 degrees 53 minutes 15 seconds East, a distance of 115.61 feet to a 1/2-inch iron rod set;
10. North 56 degrees 07 minutes 11 seconds East a distance of 186.34 feet to a 1/2-inch iron rod found;
11. North 07 degrees 51 minutes 19 seconds West, a distance of 67.58 feet to a to a 1/2-inch iron rod found;
12. North 34 degrees 57 minutes 21 seconds West, a distance of 1007.97 feet to a 1/2-inch iron rod found;
13. North 55 degrees 43 minutes 32 seconds East, a distance of 579.96 feet to a 1/2-inch iron rod found at a westerly corner of a call 26.673 acre tract of land recorded in the name of Chesmar Homes Austin LLC in W.C.C.F. Number 2013095985;

Thence, with the southerly line of said 26.673 acre tract and the southerly line of a call 21.255 acre tract of land recorded in the name of Chesmar Homes Austin LLC. in W.C.C.F. Number 2018039081, the following nineteen (19) courses:

1. South 32 degrees 47 minutes 04 seconds East, a distance of 44.07 feet to a 1/2-inch iron rod set;
2. South 57 degrees 12 minutes 56 seconds West, a distance of 102.66 feet to a 1/2-inch iron rod set;
3. South 14 degrees 17 minutes 30 seconds East, a distance of 224.58 feet to a 1/2-inch iron rod set;
4. South 65 degrees 02 minutes 43 seconds East, a distance of 102.90 feet to a 1/2-inch iron rod set;
5. South 31 degrees 01 minutes 16 seconds East, a distance of 404.11 feet to a 1/2-inch iron rod set;
6. South 04 degrees 15 minutes 14 seconds West, a distance of 202.68 feet to a 1/2-inch iron rod set;
7. South 04 degrees 50 minutes 11 seconds West, a distance of 99.31 feet to a 1/2-inch iron rod set;
8. South 41 degrees 38 minutes 10 seconds East, a distance of 114.53 feet to a 1/2-inch iron rod set;
9. South 55 degrees 58 minutes 17 seconds East, a distance of 65.00 feet to a 1/2-inch iron rod set;
10. 49.41 feet along the arc of a curve to the right, said curve having a central angle of 14 degrees 31 minutes 09 seconds, a radius of 194.99 feet and a chord which bears South 84 degrees 07 minutes 03 seconds East, a distance of 49.28 feet to a 1/2-inch iron rod set;
11. South 80 degrees 23 minutes 52 seconds East, a distance of 35.39 feet to a 1/2-inch iron rod set;
12. South 83 degrees 07 minutes 59 seconds East, a distance of 260.77 feet to a 1/2-inch iron rod set;
13. South 73 degrees 37 minutes 51 seconds East, a distance of 287.96 feet to a 1/2-inch iron rod set;
14. North 83 degrees 40 minutes 45 seconds East, a distance of 84.78 feet to a 1/2-inch iron rod set;

15. North 06 degrees 19 minutes 15 seconds West, a distance of 176.09 feet to a 1/2-inch iron rod set;
16. 60.98 feet along the arc of a curve to the left, said curve having a central angle of 15 degrees 01 minutes 43 seconds, a radius of 232.50 feet and a chord which bears North 68 degrees 07 minutes 46 seconds East, a distance of 60.81 feet to a 1/2-inch iron rod set;
17. North 60 degrees 36 minutes 55 seconds East, a distance of 246.19 feet to a 1/2-inch iron rod set;
18. 39.28 feet along the arc of a curve to the right, said curve having a central angle of 90 degrees 01 minutes 54 seconds, a radius of 25.00 feet and a chord which bears South 74 degrees 23 minutes 05 seconds East, a distance of 35.36 feet to a 1/2-inch iron rod set;
19. North 60 degrees 36 minutes 55 seconds East, a distance of 55.00 feet to a 1/2-inch iron rod set at a westerly corner of a call 24.958 acre tract of land recoded in the name of ABG Water Oak Partners, Ltd. in W.C.C.F. Number 2014071868;

Thence, with the southerly line of said 24.958 acre tract, the following ten (10) courses:

1. South 03 degrees 29 minutes 46 seconds East, a distance of 31.45 feet to a 1/2-inch iron rod set;
2. South 03 degrees 43 minutes 00 seconds East, a distance of 299.26 feet to a 1/2-inch iron rod set;
3. 90.18 feet along the arc of a curve to the right, said curve having a central angle of 05 degrees 53 minutes 18 seconds, a radius of 877.50 feet and a chord which bears South 00 degrees 46 minutes 21 seconds East, a distance of 90.14 feet to a 1/2-inch iron rod set;
4. South 01 degrees 24 minutes 06 seconds East, a distance of 233.95 feet to a 1/2-inch iron rod set;
5. South 73 degrees 49 minutes 36 seconds East, a distance of 545.48 feet to a 1/2-inch iron rod set;
6. South 89 degrees 06 minutes 15 seconds East, a distance of 70.34 feet to a 1/2-inch iron rod set;
7. South 83 degrees 26 minutes 51 seconds East, a distance of 1532.87 feet to a 1/2-inch iron rod set;
8. North 85 degrees 29 minutes 19 seconds East, a distance of 278.11 feet to a 1/2-inch iron rod set;



9. North 04 degrees 30 minutes 41 seconds West, a distance of 130.00 feet to a 1/2-inch iron rod set;
10. North 85 degrees 29 minutes 19 seconds East, a distance of 160.52 feet to a 1/2-inch iron rod set on the westerly line of a call 32.61 acre tract of land recorded in the name of William Charles Bagwell, Et Ux in Volume 2438, Page 0499 of the Williamson County Deed Records (W.C.D.R.);

Thence, with the westerly line of said 32.61 acre tract, the following two (2) courses:

1. South 09 degrees 08 minutes 19 seconds East, a distance of 233.24 feet to a 1/2-inch iron rod found;
2. South 00 degrees 25 minutes 18 seconds East, a distance of 188.62 feet to the northerly line of a call 190.40 acre tract of land recorded in the name of Texas Crushed Stone Company in Volume 743, Page 47 of the W.C.D.R. and the said centerline of the South San Gabriel River;

Thence, with the meanders of said centerline, the following seven (7) courses:

1. South 87 degrees 44 minutes 31 seconds West, a distance of 362.99 feet;
2. North 78 degrees 02 minutes 28 seconds West, a distance of 85.59 feet;
3. South 80 degrees 19 minutes 11 seconds West, a distance of 148.88 feet;
4. South 65 degrees 08 minutes 13 seconds West, a distance of 207.18 feet;
5. North 66 degrees 16 minutes 04 seconds West, a distance of 40.94 feet;
6. North 89 degrees 30 minutes 57 seconds West, a distance of 541.24 feet;
7. North 79 degrees 08 minutes 16 seconds West, a distance of 180.05 feet to a 5/8-inch iron rod set for the northwesterly corner of said 190.40 acre tract;

Thence, leaving said centerline, with the westerly line of said 190.40 acre tract, the following seven (7) courses:

1. South 01 degrees 52 minutes 12 seconds East, a distance of 1026.81 feet to a 1/2-inch iron rod (1847 cap) found;
2. South 01 degrees 10 minutes 35 seconds East, a distance of 167.70 feet to a 1/2-inch iron rod found;
3. South 00 degrees 03 minutes 35 seconds West, a distance of 341.80 feet to a 1-inch iron pipe found;

4. South 06 degrees 25 minutes 15 seconds East, a distance of 359.37 feet to a 5/8-inch iron rod set;
5. South 01 degrees 45 minutes 07 seconds East, a distance of 480.85 feet to a 1/2-inch iron rod found;
6. South 02 degrees 48 minutes 39 seconds East, a distance of 258.38 feet to a nail found;
7. South 02 degrees 30 minutes 15 seconds East, a distance of 1139.73 feet to a 1/2-inch iron rod found at a northerly corner of a call 77.902 acre tract of land recorded in the name of Edwin H. Vale, Jr in W.C.C.F. Number 2017014736;

Thence, with the northerly and westerly line of said 77.902 acre tract, the following seven (7) courses:

1. South 68 degrees 13 minutes 42 seconds West, a distance of 128.79 feet to a cotton spindle found;
2. North 36 degrees 37 minutes 28 seconds West, a distance of 381.75 feet to a 1/2-inch iron rod found;
3. North 68 degrees 46 minutes 05 seconds West, a distance of 137.51 feet to a 1/2-inch iron rod found;
4. South 84 degrees 17 minutes 41 seconds West, a distance of 214.68 feet to a 1/2-inch iron rod found;
5. South 71 degrees 34 minutes 53 seconds West, a distance of 180.12 feet to a 1/2-inch iron rod found;
6. South 75 degrees 44 minutes 55 seconds West, a distance of 433.46 feet to a cotton spindle found;
7. South 80 degrees 42 minutes 01 seconds West, a distance of 377.54 feet to a 1/2-inch iron rod found, said iron rod being the most northerly northeast corner of a called 3.080 acre tract of land called Road Easement in W.C.C.F. No. 2014011208;

Thence, through and across aforesaid 77.902 acre tract and with the easterly line of said road easement, 764.64 feet along the arc of a curve to the right, said curve having a central angle of 49 degrees 52 minutes 11 seconds, a radius of 878.50 feet and a chord which bears South 46 degrees 35 minutes 20 seconds East, a distance of 740.73 feet to a 5/8-inch iron rod set on the southerly line of said 77.902 acre tract, also being on the northerly line of aforesaid 195.193 acre tract;

Thence, with a southerly of said 77.902 acre tract, North 68 degrees 08 minutes 38 seconds East, a distance of 901.90 feet to a nail found at a northwesterly corner of said 77.902 acre tract;

Thence with the westerly line of said 77.902 acre tract, South 20 degrees 54 minutes 54 seconds East, a distance of 3,791.46 feet to the northerly R.O.W. line of aforesaid F.M. 2243, from which a 1/2-inch iron rod found bears North 22 degrees East, a distance of 0.50 feet;

Thence, with said northerly R.O.W. line, the following five (5) courses:

1. South 69 degrees 01 minutes 48 seconds West, a distance of 1,585.42 feet to a concrete monument found;
2. 849.64 feet along the arc of a curve to the right, said curve having a central angle of 17 degrees 14 minutes 00 seconds, a radius of 2,824.79 feet and a chord which bears South 77 degrees 38 minutes 50 seconds West, a distance of 846.44 feet, from which a concrete monument found, bears North 28 degrees East, a distance of 0.50 feet;
3. South 86 degrees 15 minutes 50 seconds West, a distance of 563.49 feet to a 1/2-inch iron rod set;
4. 562.37 feet along the arc of a curve to the left, said curve having a central angle of 16 degrees 31 minutes 30 seconds, a radius of 1,949.86 feet and a chord which bears South 78 degrees 00 minutes 05 seconds West, a distance of 560.42 feet, from which a concrete monument found, bears North 82 degrees East, a distance of 0.90 feet;
5. South 69 degrees 44 minutes 20 seconds West, a distance of 71.58 feet to a 1/2-inch iron rod (1847 cap) found at the southwesterly corner of aforesaid 71.001 acre tract, also being the southeasterly corner of a call 22.60 acre tract of land recorded in the name of Dufner, Elizabeth Anne in W.C.C. F. Number 2014063697.

Thence, leaving said R.O.W. line, with the westerly line of said 71.001 acre tract, North 10 degrees 42 minutes 53 seconds West, a distance of 2,663.31 feet to the northwesterly corner of the said 71.001 acre tract, and the northeasterly corner of said 22.60 Acre tract, from which a cotton spindle found bears North 16 degrees 21 minutes 55 seconds East, a distance of 0.50 feet;

Thence, with said northerly line of a said 22.60 acre tract, and a call 17.60 acre tract of land recorded in the name of Elizabeth Anne Dufner in W.C.C.F. Number 2014063597, and a call 93.60 acre tract of land recorded in the name of Arthur and Gordon Faubion in W.C.C.F. Number 2005043418, styled tract A. the following five (5) courses:

1. South 69 degrees 14 minutes 42 seconds West, a distance of 375.66 feet to a 1/2-inch iron rod set;
2. South 69 degrees 12 minutes 50 seconds West, a distance of 185.31 feet to a 1/2-inch iron rod set;
3. South 69 degrees 16 minutes 08 seconds West, a distance of 386.65 feet to 1/2-inch iron rod found;

4. South 69 degrees 43 minutes 16 seconds West, a distance of 277.23 feet to a 1/2-inch iron rod (1847 cap) found;
5. South 69 degrees 32 minutes 42 seconds West, a distance of 957.57 feet to a 1/2-iron rod (1847 cap) found at the northwesterly corner of said 93.60 acre tract;

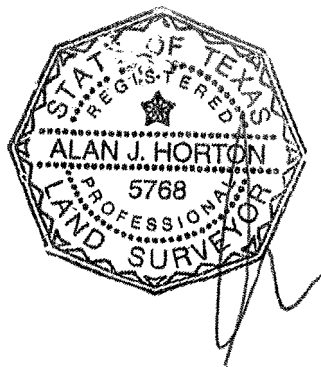
Thence, with the westerly line of said 93.60 acre tract, the following three (3) courses:

1. South 21 degrees 20 minutes 43 seconds East, a distance of 854.12 feet to a 1/2-iron rod (1847 cap) found;
2. South 20 degrees 57 minutes 06 seconds East, a distance of 930.97 feet to a 1/2-inch iron rod found;
3. South 20 degrees 43 minutes 36 seconds East, a distance of 754.25 feet to the aforesaid northerly R.O.W. line of F.M. 2243, from which a 1/2-inch iron rod found, bears South 01 degree East, a distance of 0.39 feet;

Thence, with said northerly R.O.W. line, the following three (3) courses:

1. 63.33 feet along the arc of a curve to the right, said curve having a central angle of 00 degree 38 minutes 16 seconds, a radius of 5,689.53 feet and a chord which bears South 78 degrees 04 minutes 28 seconds West, a distance of 63.33 feet to a 1/2-inch iron rod set;
2. South 79 degrees 37 minutes 29 seconds West, a distance of 2,643.52 feet to a 1/2-inch iron rod found;
3. South 79 degrees 44 minutes 55 seconds West, a distance of 201.05 feet to the **Point of Beginning** and containing 1,156.001 acres of land.

GBI Partners, L.P.  
Ph: 512-296-2675  
December 20, 2018



County: Williamson  
Project: Water Oak South  
Job No.: A180801  
MBS No.: 15-128

**FIELD NOTES FOR 9.410 ACRES**

Being a 9.410 acre tract of land located in the J. Thompson Survey, Abstract Number 608 and being a portion of a called 77.902 acre tract of land recorded in the name of Edwin H. Hale, Jr. in W.C.C.F. No. 2017014736, said 9.410 acres being more particularly described by metes and bounds descriptions as follows (bearings are referenced to the Texas Coordinate System, NAD 1983, Central Zone);

**Beginning** at a 1/2-inch iron rod found at the most westerly corner of said 9.410 acre tract, the northerly line of aforesaid 195.193 acre tract, and an easterly line of aforesaid 77.399 acre tract;

Thence, with the westerly line of said 9.410 acre tract, 837.65 feet along the arc of a curve to the right, said curve having a central angle of 34 degrees 46 minutes 41 seconds, a radius of 1380.00 feet and a chord which bears North 03 degrees 17 minutes 54 seconds East, a distance of 824.85 feet to a 1/2-inch iron rod found at the southerly corner of aforesaid 203.137 acre tract;

Thence, through and across said 77.902 acre tract, the following two (2) courses:

1. 231.13 feet along the arc of a curve to the left, said curve having a central angle of 12 degrees 16 minutes 44 seconds, a radius of 1078.50 feet and a chord which bears South 70 degrees 45 minutes 37 seconds East, a distance of 230.69 feet to a 1/2-inch iron rod set;
2. 696.23 feet along the arc of a curve to the right, said curve having a central angle of 55 degrees 17 minutes 21 seconds, a radius of 721.50 feet and a chord which bears South 49 degrees 15 minutes 19 seconds East, a distance of 669.53 feet to a 1/2-inch iron rod found on the northerly line of aforesaid 195.193 acre tract;

Thence, with said northerly line, the following two courses:

1. South 68 degrees 09 minutes 20 seconds West, a distance of 590.44 feet to a 1/2-inch iron rod (1847 cap) found;
2. South 67 degrees 58 minutes 56 seconds West, a distance of 242.14 feet to the Point of Beginning and containing 9.410 acres of land.

GBI Partners, L.P.  
Ph: 512-296-2675  
October 17, 2018

62.048 Acres

THAT PART OF THE JOHN T. CHURCH SURVEY, ABSTRACT 140 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 40.80 ACRE TRACT OF LAND CONVEYED TO HM CR 176-2243, LP BY DEED RECORDED IN DOCUMENT NO. 2018012540 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN 49.556 ACRE TRACT OF LAND CONVEYED TO HM CR 176-2243, LP BY DEED RECORDED IN DOCUMENT No. 2018023178 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod found on the south line of R. M. 2243 monumenting the northeast corner of the above referenced 40.80 Acre Tract and the northwest corner of a 44.13 Acre Tract of land conveyed to Timothy L. Kennedy by deed recorded in Document No. 2006038439 of the Official Public Records of Williamson County, Texas;

THENCE along the east line of said 40.80 Acre Tract and the west line of said 44.13 Acre Tract, S21°07'17"E a distance of 173.79 feet to a 1/2" iron rod set at a non-tangent point of a curvature to the right, being also the north corner of a 0.054 Acre Tract of land conveyed to Williamson County, Texas by deed recorded in Document No. 2019019964 of the Official Public Records of Williamson County Texas;

THENCE across said 40.80 Acre Tract, said 49.556 Acre Tract and in part along the west line of said 0.054 Acre Tract the following two courses:

1. Southwesterly along said curve, an arc length of 637.10 feet, having a radius of 965.00 feet, a central angle of 37°49'37", and a chord bearing S19°38'15"W, 625.59 feet to a 1/2" iron rod set at a point of tangency;
2. S38°33'04"W a distance of 88.92 feet to a 1/2" iron rod set on the south line of said 49.556 Acre Tract and on the north line of a 1.00 Acre Tract of land conveyed to Thomas D. Diaz III and wife Delissa R. Sharpe-Diaz by Document No. 2003019309 of the Official Public Records of Williamson County, Texas;

THENCE along the south line of said 49.556 Acre Tract and in part with the north line of said 1.00 Acre Tract and the north line of a 26.045 Acre Tract of land conveyed to Tommy Diaz by deed recorded in Document No. 2002058098 of the Official Public Records of Williamson County, Texas and along an old fence the following three courses:

1. S69°06'27"W passing the northwest corner of said 1.00 Acre Tract, in all a distance of 565.71 feet to a 1/2" iron rod with cap labeled RPLS 1847 found;
2. S68°47'24"W a distance of 569.65 feet to a 1/2" iron rod with cap labeled RPLS 1847 found;
3. S69°15'47"W a distance of 831.14 feet to a 60-d nail found;

THENCE across said 49.556 Acre Tract, N21°19'19"W a distance of 417.25 feet to the common line of said south line of the 40.80 Acre Tract and said north line of the 49.556 Acre Tract;

THENCE along said common line, S69°28'39"W a distance of 232.16 feet to a 3/8" iron rod found monumenting the southwest corner of said 40.80 Acre Tract and the southeast corner of an 89.41 Acre Tract conveyed to Anita Martinez, et al by deed recorded in Document No. 2012066513 of the Official Public Records of Williamson County, Texas;

THENCE along the west line of said 40.80 Acre Tract, the east line of said 89.41 Acre Tract, N20°57'39"W a distance of 1093.24 feet to a 1/2" iron rod set on the south line of said R. M. 2243 at the northwest corner of said 40.80 Acre Tract and the northeast corner of said 89.41 Acre Tract;

THENCE along the south line of said R. M. 2243 and the north line of said 4.081 Acre Tract the following four courses:

1. N87°13'11"E a distance of 821.47 feet to a TxDOT concrete monument found;
2. N87°11'35"E a distance of 1357.10 feet to a TxDOT concrete monument found at a point on a non-tangent curve to the left;
3. Easterly along said curve, an arc length of 384.08 feet, said curve having a radius of 2904.93 feet, a central angle of 07°34'31" and a chord bearing N83°23'40"E, 383.80 feet to a TxDOT concrete monument found;
4. N79°39'27"E a distance of 246.92 feet to the said Point of Beginning.

Containing 62.048 acres, more or less, as shown on the sketch attached.

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

*William L. Johnson* 4 OCTOBER 2019  
William L. Johnson  
Registered Professional Land Surveyor No. 5425  
State of Texas



RJ Surveying & Associates, Inc.  
2900 Jazz Street, Round Rock, Texas 78664

All iron rods set have RJ Surveying caps  
Bearings are Texas State Plane Central Zone NAD 83

MUD ANNEXATION SURVEY  
A PORTION OF THE JOHN T. CHURCH SURVEY,  
ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS

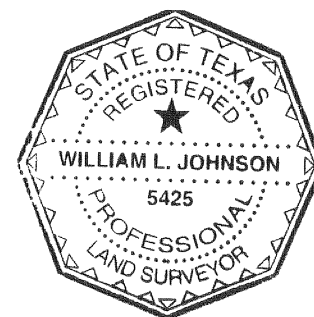
EXHIBIT C PAGE 3 of 3

SCALE: 1"=200'

- LEGEND:
- = 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
  - = 1/2" IRON ROD SET WITH RJ SURVEYING CAP (UNLESS OTHERWISE NOTED)
  - ▲ = FOUND NAIL (AS NOTED)
  - = TXDOT CONCRETE MONUMENT FOUND
  - OPRWC = OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
  - DRWC = DEED RECORDS WILLIAMSON COUNTY

THIS DOCUMENT WAS PREPARED UNDER 22TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

William L. Johnson  
WILLIAM L. JOHNSON  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5425  
STATE OF TEXAS  
4 OCTOBER 2019  
DATE

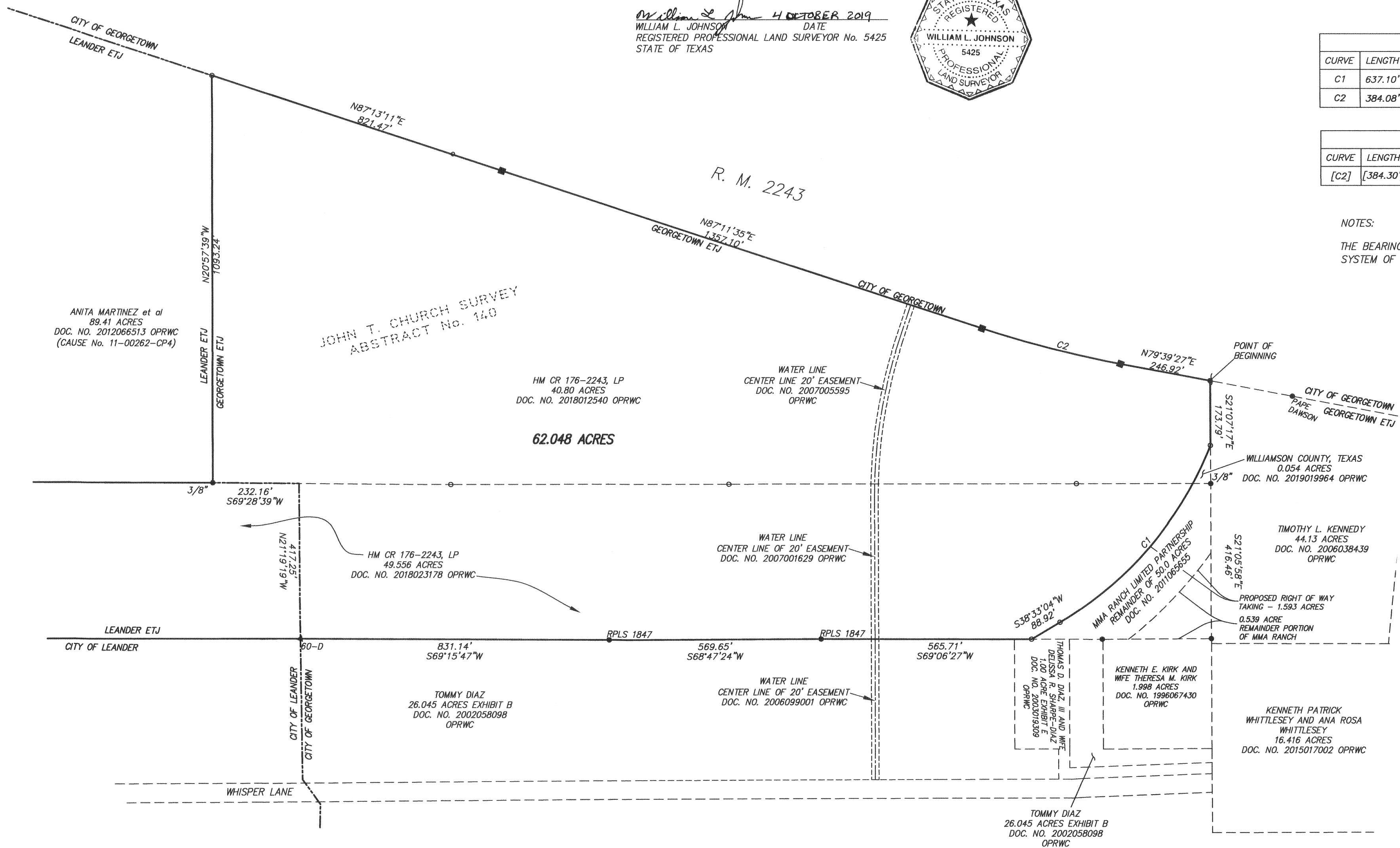


CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C1	637.10'	965.00'	037°49'37"	S19°38'15"W	625.59'
C2	384.08'	2904.93'	007°34'31"	N83°23'40"E	383.80'

RECORD CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
[C2]	[384.30']	[2904.93']	[007°34'47"]	[N85°24'30"E]	[384.02']

NOTES:

THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).



NOTE: Copyright © RJ Surveying & Associates, Inc. All rights reserved. No part of this drawing may be reproduced by photocopying, recording or by any other means, or stored, processed or transmitted in or by any computer or other systems without the prior written permission of the surveyor. Copies of this plan without an original signature and seal are not valid.

SKETCH TO ACCOMPANY DESCRIPTION  
(DESCRIBED ON A SEPARATE ATTACHMENT)

RJ SURVEYING & ASSOCIATES, INC.

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664

F-10015400 (512) 836-4793 FAX: (512) 836-4817

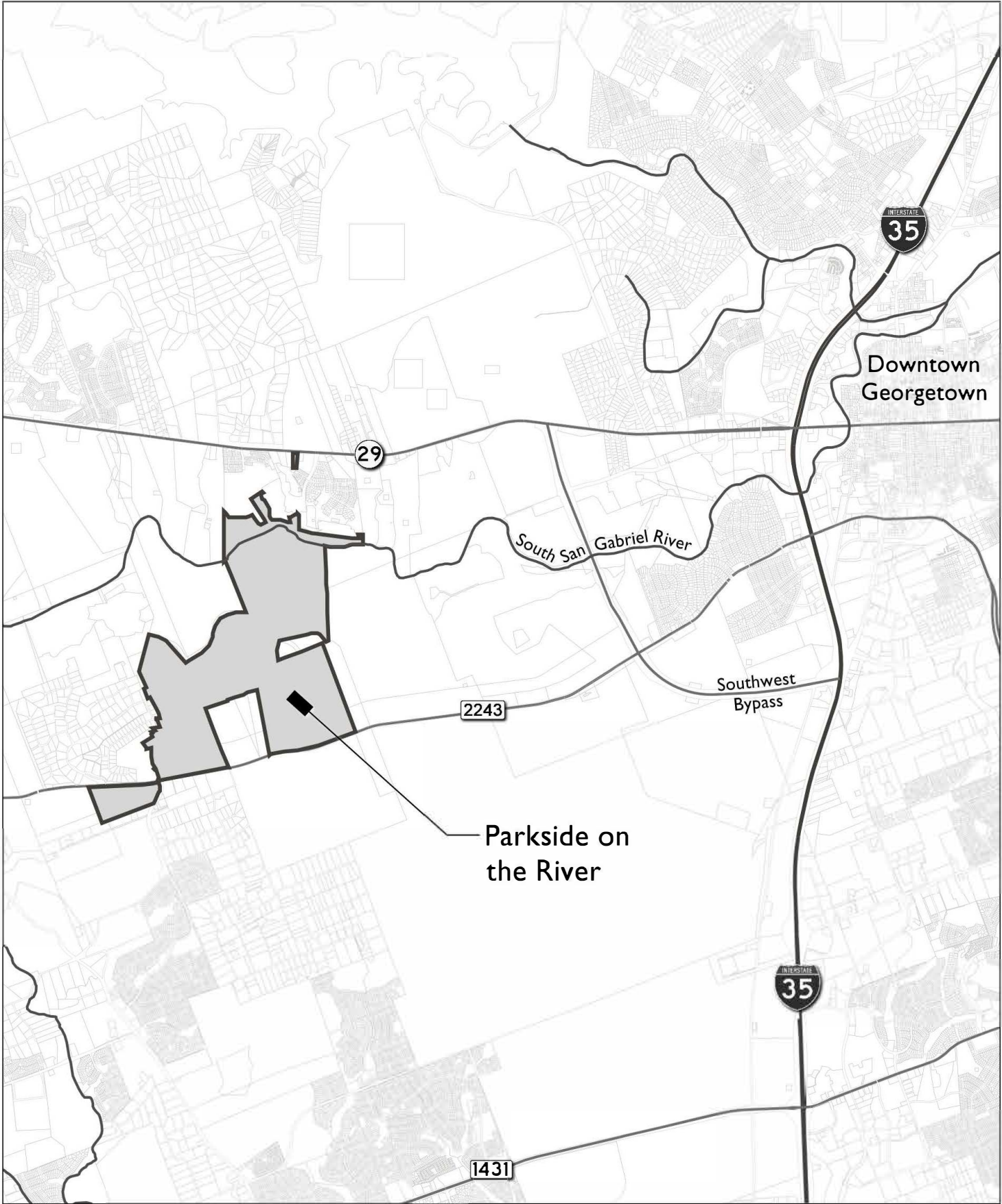
DATE: 11 JANUARY 2018

FIELD BOOK: 992

SCALE: 1" = 200'

JOB NO.: 2669







NOTES:

1. THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
2. EXISTING EASEMENTS ARE NOT DEPICTED ON THIS EXHIBIT.
3. THIS BOUNDARY MAP EXHIBIT IS ACCOMPANIED BY METES AND BOUNDS DESCRIPTIONS UNDER BURY-AUS, INC. FIELD NOTE NUMBERS:  
FN NO. 14-358(MJR)-NORTH TRACT  
FN NO. 14-358(MJR)-SOUTH TRACT
4. PROPERTY OWNERSHIP SHOWN PER WILLIAMSON COUNTY APPRAISAL DISTRICT INFORMATION. THIS DOCUMENT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

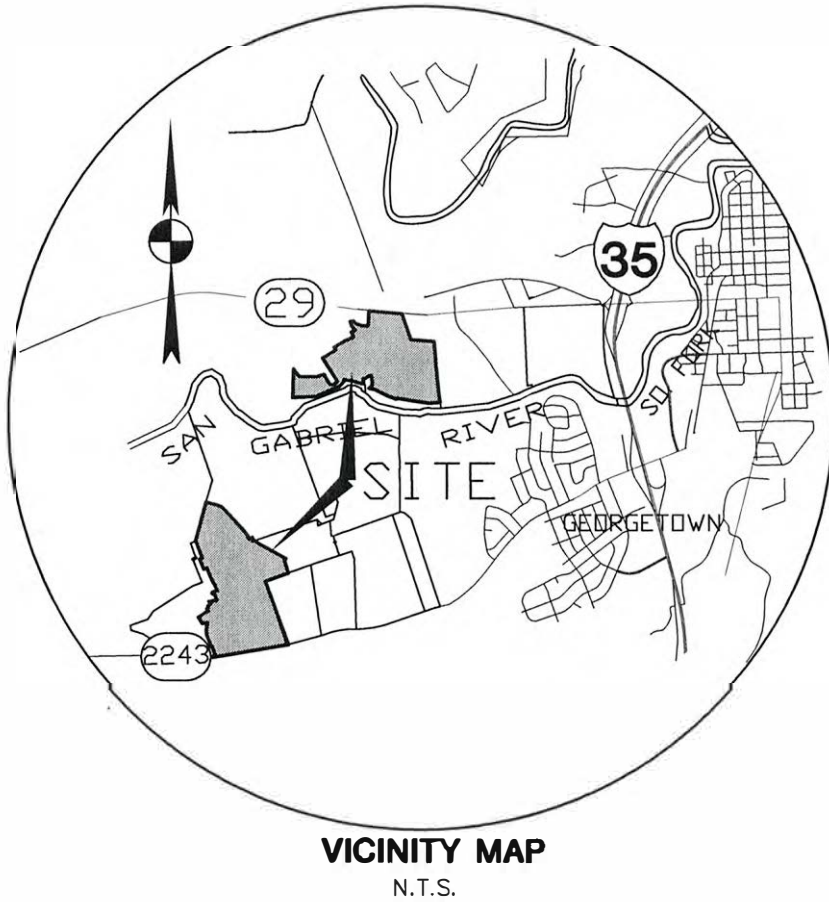


EXHIBIT E PAGE 1 of 3

0 300 600 1200  
SCALE: 1"= 600'



**BURY**

221 West Sixth Street, Suite 600  
Austin, Texas 78701  
Tel: (512) 328-0011 Fax: (512) 328-0325  
TBE # F-1048 TBA.S # F-10107500  
Copyright © 2014

BOUNDARY MAP EXHIBIT OF

OF 544.4 ACRES OF LAND OUT OF THE ISAAC DONAGAN SURVEY, ABSTRACT NO. 178, THE D. MEDLOCK SURVEY, ABSTRACT NO. 839, THE I. & G.N.R.R. CO. SURVEY, ABSTRACT NO. 744, THE J.D. JOHNS SURVEY, ABSTRACT NO. 365, THE J. THOMPSON SURVEY, ABSTRACT NO. 608, THE KEY WEST IRRIGATION CO. SURVEY, ABSTRACT NO. 711 AND THE W.E. PATE SURVEY, ABSTRACT NO. 836, SITUATED IN WILLIAMSON COUNTY, TEXAS.

WILLIAMSON COUNTY

MUNICIPAL UTILITY DISTRICT NO. 25

SURVEY DATE: 09/11/14

DATABASE: WATEROK

QA/ QC:

PROJECT NO: 10139910004

SHEET

1

OF

3



APPROVAL NOTE:

APPROVED BY THE BOARD OF DIRECTORS OF WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 25, WILLIAMSON COUNTY, TEXAS, THIS 19<sup>th</sup> DAY OF August, 2014.

PRESIDENT

SECRETARY

VICE PRESIDENT

ASSISTANT SECRETARY VICE PRESIDENT

STATE OF TEXAS )  
COUNTY OF WILLIAMSON )

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED

Jason Natho  
PRESIDENT

Ronald Lee Mayo, Jr.  
SECRETARY

Tim Harris  
VICE PRESIDENT

Sandy Silver  
ASSISTANT SECRETARY VICE PRESIDENT

Beryl Crowley  
ASSISTANT VICE PRESIDENT SECRETARY

KNOWN TO ME TO BE THE PEOPLE WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19<sup>th</sup> DAY OF August, 2014 A.D.

Michelle Joy Bryan  
NOTARY PUBLIC, STATE OF TEXAS



AREA SUMMARY

MUD 25 NORTH TRACT	246.7 ACRES
MUD 25 SOUTH TRACT	297.7 ACRES
MUD 25 TOTAL ACREAGE	544.4 ACRES

SURVEYOR'S CERTIFICATION:

I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS MAP TO BE A TRUE AND CORRECT DESCRIPTION OF THE PROPERTIES TO BE INCLUDED IN THE POLITICAL BOUNDARIES HEREIN SET OUT.

JOHN T. BILNOSKI  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4998  
BURY-AUS, INC.  
221 W. SIXTH STREET, SUITE 600  
AUSTIN, TEXAS 78701



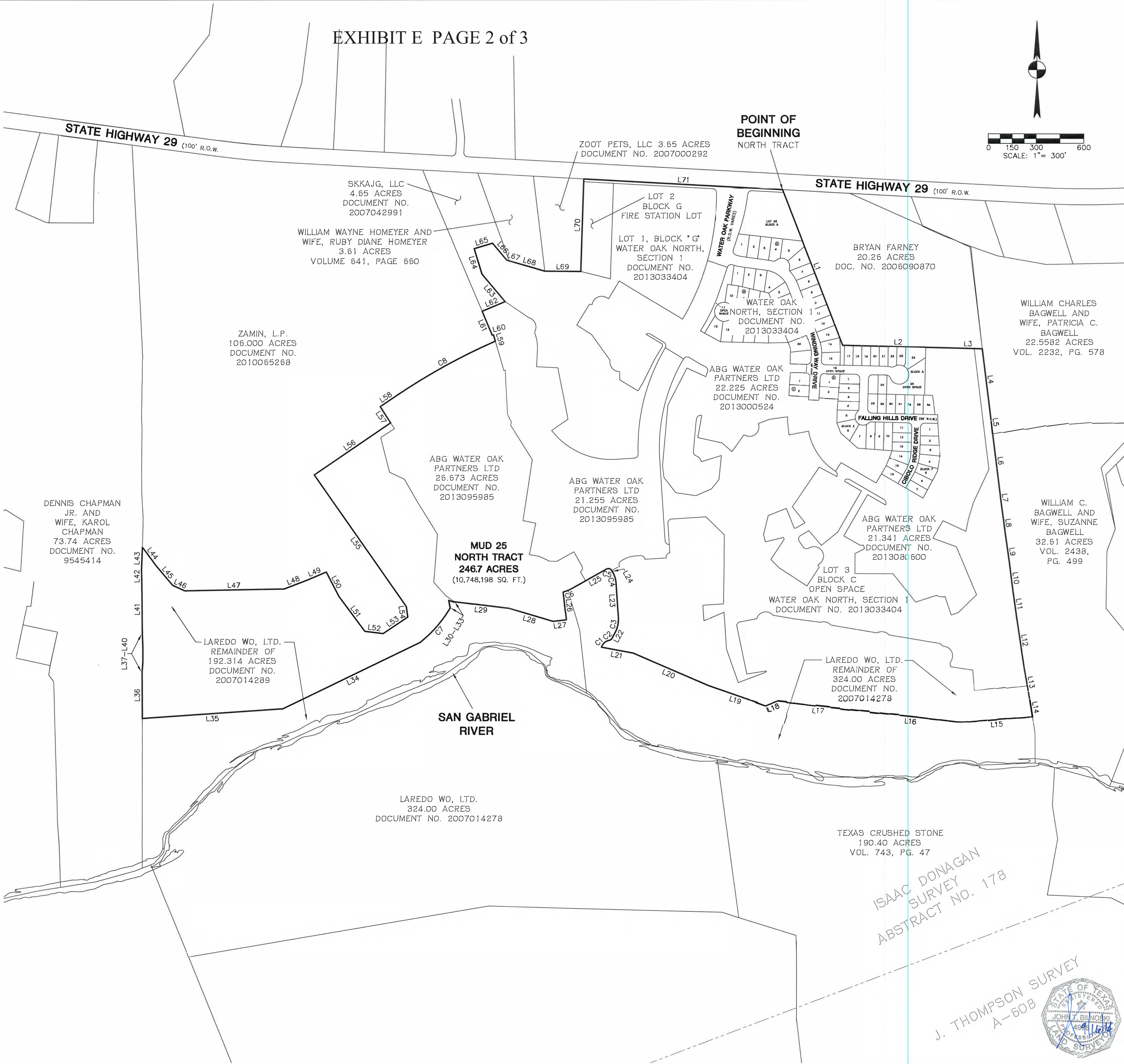
9/16/14  
DATE



EXHIBIT E PAGE 2 of 3

LINE TABLE			LINE TABLE		
NO.	BEARING	DISTANCE	NO.	BEARING	DISTANCE
L1	S21°07'39"E	1046.26'	L37	N4°32'45"E	49.08'
L2	S88°34'42"E	699.50'	L38	N2°05'56"E	31.02'
L3	S88°25'14"E	177.79'	L39	N0°04'52"E	74.51'
L4	S7°05'31"E	396.88'	L40	N2°25'02"W	79.29'
L5	S7°00'59"E	140.08'	L41	N0°29'19"W	311.09'
L6	S6°58'42"E	347.80'	L42	N1°10'38"W	96.13'
L7	S7°08'33"E	120.67'	L43	N2°08'59"E	140.61'
L8	S7°52'32"E	201.58'	L44	S36°25'52"E	145.97'
L9	S7°52'24"E	161.62'	L45	S40°04'04"E	159.64'
L10	S7°22'37"E	172.62'	L46	S65°38'47"E	83.14'
L11	S8°03'47"E	149.47'	L47	N88°53'22"E	622.87'
L12	S8°15'27"E	319.11'	L48	N69°06'39"E	153.64'
L13	S9°50'24"E	216.94'	L49	N67°02'44"E	133.64'
L14	S8°50'33"E	106.62'	L50	S27°21'25"E	172.95'
L15	S8°52'91"W	449.68'	L51	S36°36'32"E	272.53'
L16	N83°24'03"W	631.05'	L52	S82°53'15"E	115.61'
L17	N83°30'08"W	537.04'	L53	N56°07'11"E	186.34'
L18	S69°22'53"W	73.16'	L54	N7°51'19"W	67.58'
L19	N7°04'38"W	378.89'	L55	N34°57'21"W	1007.97'
L20	N66°34'59"W	514.75'	L56	N55°43'32"E	580.05'
L21	N79°23'25"W	202.85'	L57	N32°47'04"W	120.64'
L22	N28°29'05"E	40.45'	L58	N56°00'28"E	127.25'
L23	N3°43'00"W	218.14'	L59	N16°22'04"W	41.85'
L24	N29°23'05"W	14.78'	L60	S75°51'25"W	8.20'
L25	S60°36'55"W	246.18'	L61	N22°47'48"W	162.35'
L26	S6°19'15"E	176.09'	L62	N66°58'15"E	156.15'
L27	S83°40'45"W	84.78'	L63	N40°04'03"W	225.44'
L28	N73°37'51"W	287.96'	L64	N17°01'29"W	166.80'
L29	N83°07'59"W	345.83'	L65	N73°11'24"E	120.22'
L30	S34°01'43"W	3.02'	L66	S39°54'51"E	138.55'
L31	N71°24'02"W	36.14'	L67	S72°25'16"E	16.36'
L32	S10°53'40"E	49.33'	L68	S74°05'44"E	233.21'
L33	S34°01'43"W	14.18'	L69	S89°25'07"E	226.37'
L34	S64°08'59"W	959.72'	L70	N1°54'09"E	580.44'
L35	S86°01'11"W	882.50'	L71	S86°51'22"E	1250.08'
L36	N0°15'54"W	295.33'			

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	67.37'	60.09'	64°13'48"	N48°16'31"E	63.89'
C2	25.08'	25.25'	56°54'32"	N51°56'09"E	24.06'
C3	95.73'	172.56'	31°47'15"	N12°10'28"E	94.51'
C4	68.32'	152.50'	25°40'06"	N16°33'02"W	67.75'
C5	39.27'	25.00'	90°00'00"	N74°23'31"W	35.36'
C6	60.98'	232.50'	15°01'43"	S68°07'46"W	60.81'
C7	274.50'	775.01'	20°17'37"	S41°39'46"W	273.07'
C8	705.30'	3928.88'	10°17'08"	N61°09'02"E	704.36'



**BURY**  
231 West Sixth Street, Suite 600  
Austin, Texas 78701  
Tel: (512) 325-0011 Fax: (512) 325-0325  
TBP# F-1048 TBA.S # F-10107500  
Copyright © 2014

**BOUNDARY MAP EXHIBIT OF**  
OF 544.4 ACRES OF LAND OUT OF THE ISAAC DONAGAN SURVEY, ABSTRACT NO. 178, THE D. MEDLOCK SURVEY, ABSTRACT NO. 839, THE I.& G.N.R.R. CO. SURVEY, ABSTRACT NO. 744, THE J.D. JOHNS SURVEY, ABSTRACT NO. 365, THE J. THOMPSON SURVEY, ABSTRACT NO. 608, THE KEY WEST IRRIGATION CO. SURVEY, ABSTRACT NO. 711 AND THE W.E. PATE SURVEY, ABSTRACT NO. 836, SITUATED IN WILLIAMSON COUNTY, TEXAS.

**WILLIAMSON COUNTY**  
**MUNICIPAL UTILITY DISTRICT NO. 25**

SURVEY DATE: 09/11/14  
DATABASE: WATER OAK  
QA / QC:  
PROJECT NO.: 10138910004  
**SHEET 2 OF 3**

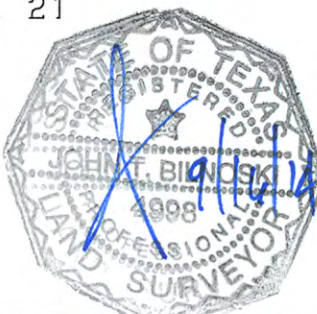
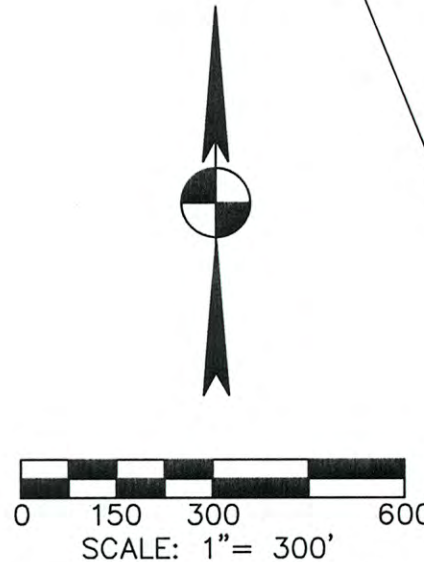
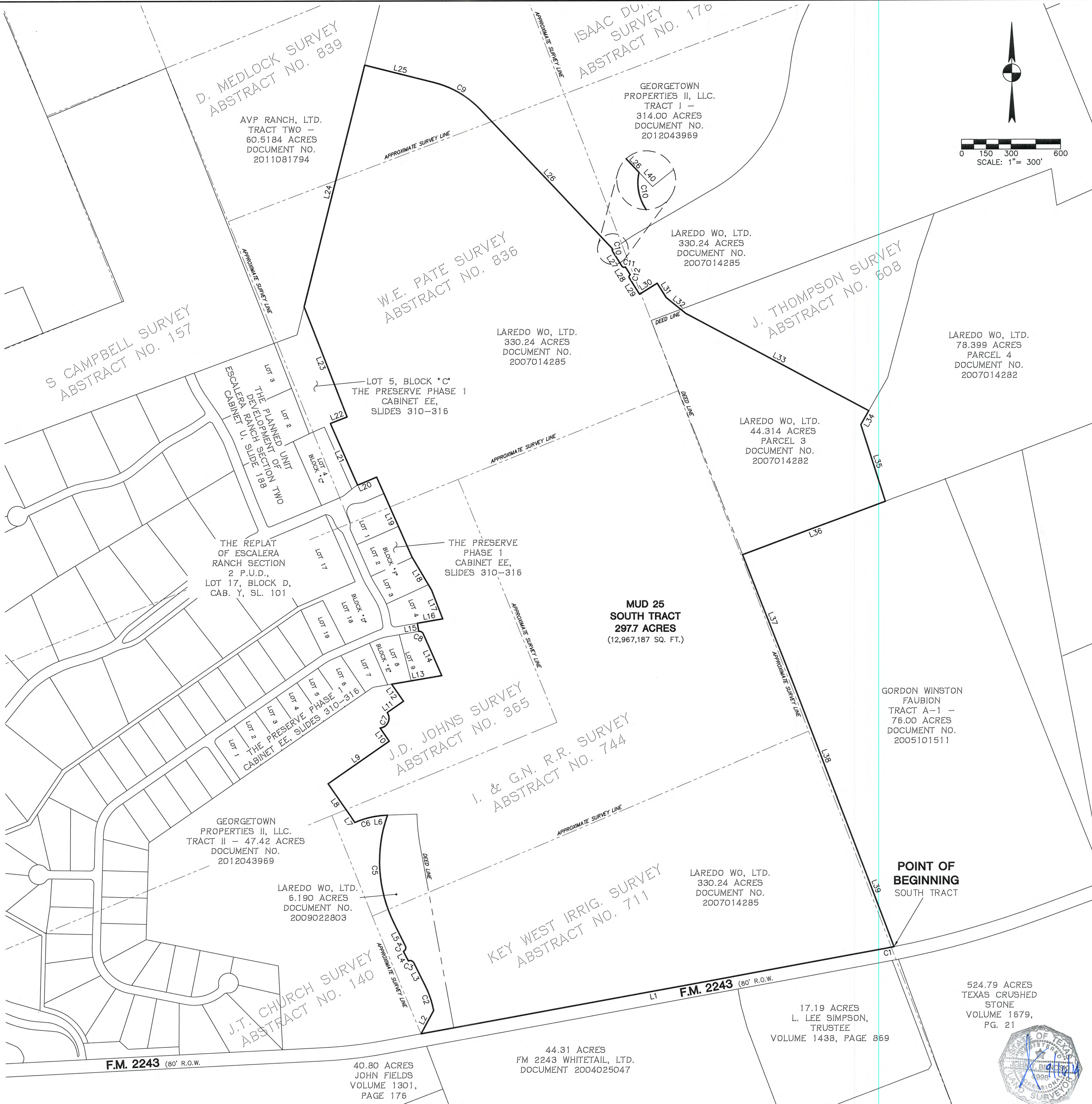




LINE TABLE		
NO.	BEARING	DISTANCE
L1	S79°38'20"W	2844.84'
L2	N28°25'04"E	160.70'
L3	N26°28'10"W	157.44'
L4	N27°14'20"W	65.03'
L5	N26°28'10"W	150.25'
L6	S88°02'25"W	4.10'
L7	N32°58'14"W	44.22'
L8	N34°39'43"W	239.78'
L9	N55°20'17"E	450.00'
L10	N34°39'43"W	97.06'
L11	N55°20'17"E	120.00'
L12	N34°39'43"W	126.11'
L13	N80°20'05"E	307.48'
L14	N23°41'11"W	279.38'
L15	N9°39'53"W	50.00'
L16	N80°20'05"E	155.74'
L17	N21°06'31"W	186.44'
L18	N30°29'37"W	233.35'
L19	N23°41'11"W	528.84'
L20	S66°44'24"W	125.00'

LINE TABLE		
NO.	BEARING	DISTANCE
L21	N23°41'11"W	409.01'
L22	N68°45'39"E	108.54'
L23	N21°14'21"W	714.47'
L24	N14°11'47"E	1508.82'
L25	S75°48'18"E	431.74'
L26	S43°23'44"E	1159.72'
L27	S32°00'00"E	105.00'
L28	S32°00'00"E	55.00'
L29	S32°00'00"E	115.00'
L30	S32°00'00"E	125.16'
L31	S32°00'00"E	102.71'
L32	S50°32'35"E	153.72'
L33	S62°00'00"E	1251.77'
L34	S29°55'30"W	95.89'
L35	S17°33'05"E	488.97'
L36	S69°32'42"W	922.47'
L37	S21°20'32"E	854.10'
L38	S20°56'59"E	931.00'
L39	S20°44'17"E	756.00'
L40	S43°21'55"E	10.38'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	63.41'	5689.58'	0°38'19"	S79°19'07"W	63.41'
C2	155.34'	552.50'	16°06'32"	N18°24'54"W	154.82'
C3	38.92'	25.00'	89°11'29"	N71°03'55"W	35.10'
C4	39.79'	25.00'	91°11'32"	N19°07'36"E	35.72'
C5	674.40'	840.50'	45°58'22"	N03°28'59"W	656.45'
C6	199.87'	529.50'	21°37'39"	S77°13'35"W	198.69'
C7	124.71'	60.00'	119°05'23"	N24°52'58"E	103.44'
C8	31.75'	25.00'	72°46'03"	N63°15'52"W	29.66'
C9	326.95'	578.00'	32°24'34"	S59°36'01"E	322.60'
C10	19.50'	25.00'	44°41'36"	S09°39'12"E	19.01'
C11	23.56'	15.00'	90°00'00"	S77°00'00"E	21.21'
C12	23.56'	15.00'	90°00'00"	S13°00'00"W	21.21'





Resolution No. 082719-W

**A RESOLUTION GRANTING THE CONSENT OF THE CITY OF GEORGETOWN, TEXAS TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT TO BE KNOWN AS "PARKSIDE ON THE RIVER MUNICIPAL UTILITY DISTRICT NO. 1" WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF GEORGETOWN, TEXAS**

WHEREAS, the City of Georgetown (the "City") received a Petition for the Consent to Creation of a Municipal Utility District upon 272.512 acres of land located in the extraterritorial jurisdiction of the City, a copy of which Petition is attached as Exhibit "A" (the "Petition"); and

WHEREAS, Section 54.016 of the Texas Water Code and Section 42.042 of the Local Government Code provide that land within the extraterritorial jurisdiction of a municipality may not be included within a district without the municipality's written consent; and

WHEREAS, the land described in the Petition constitutes a portion of the remaining land described in the "Amended and Restated Consent Agreement Concerning the Water Oak Subdivision (f/k/a ABG Subdivision)" between the City, Laredo W.O., Ltd., and Williamson County Municipal Utility District No. 25 recorded in the Official Public Records of Williamson County, Texas as Document No. 2012006198 (the "Consent Agreement") a copy of which is attached to the Petition, and the Petitioner proposes that the District be created as a "Successor District," as contemplated by and subject to the terms and conditions of the Consent Agreement; and

WHEREAS, the land described in the Petition also constitutes a portion of the remaining land described in the "Amended and Restated Development Agreement Concerning the Water Oak Subdivision (f/k/a ABG Subdivision)" recorded in the Official Public Records of Williamson County, Texas as Document No. 2012027844 between the City and Laredo W.O., Ltd., which was amended by the "First Amendment to the Amended and Restated Development Agreement Concerning the Water Oak Subdivision," dated to be effective on November 11, 2015, recorded in the Official Public Records of Williamson County, Texas as Document No. 2016008515 (collectively, Document No. 2012027844 and Document No. 2016008515 are referred to herein as the "Development Agreement"); and

WHEREAS, the Petitioner, HM Parkside, LP, a Texas limited partnership is a successor in interest Laredo W.O., Ltd. under the Consent Agreement and the Development Agreement and owns the land described in the Petition.

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

**Section 1.** That the Petition meets the requirements of Section 2.02 of the Consent Agreement, and the City Council of the City of Georgetown, Texas, gives its written consent to the creation of Parkside on the River Municipal Utility District No. 1 upon the 272.512 acres of land described in the Petition. The District will constitute a "Successor District" as contemplated and allowed by the Consent Agreement and will be subject to the terms and conditions set forth in the Consent Agreement and the Development Agreement.

**Section 2.** That the District's road powers shall be limited to the issuance of bonds for right of way acquisition, design, construction, and financing of the roads described as Parkside Parkway and Parkway B on Exhibit D attached to the Petition; however, the District's road powers shall not include the operation and maintenance of Parkside Parkway or Parkway B or the issuance of Bonds for such purposes because the roads are required under the Consent Agreement and the Development Agreement to be conveyed to Williamson County, Texas for operation and maintenance.

**Section 3.** That the District provide to the City a final Texas Commission on Environmental Quality (the "Commission") order approving a bond issue (or the accompanying staff memorandum) that contains a finding, made in accordance with the Commission's then-existing rules, that it is feasible to sell Bonds and maintain a projected District total tax rate of not more than \$0.92 per \$100 in Assessed Valuation (the "Tax Rate Limit.")

**Section 4.** That before the submission of an application of approval of issuance of Bonds to the Commission or to the Texas Attorney General, whichever occurs first, the District's financial advisor certifies in writing to the City that the Bonds are being issued within the then-current economic feasibility guidelines established by the Commission for municipal utility districts in Williamson County, Texas, do not to exceed the Tax Rate Limit, and are in conformity with Article V of the Consent Agreement.

**Section 5.** That the Petition attached hereto as **Exhibit "A"** (including all attachments to the Petition), and the depiction of Parkside Parkway and Parkway B attached hereto as **Exhibit "B"**, are hereby incorporated into this Resolution by this reference as if set forth in full; and that the two agreements included with the above-stated definition of "Development Agreement" (together with all attachments to the Development Agreement) are also hereby incorporated into this Resolution by this reference as if set forth in full.

**Section 6.** All ordinances and resolutions or parts of resolutions and ordinances, that are in conflict with this Resolution are hereby repealed and are no longer in effect. Notwithstanding the foregoing, Resolution No. 022608-FF and Resolution No. 052212-T pertaining to the creation of Williamson County Municipal Utility District No. 25 under the terms and conditions of the Consent Agreement and the Development Agreement are not affected by this Resolution and remain in full force in effect.

**Section 7.** The Mayor of the City of Georgetown is hereby authorized to sign this Resolution and the City Secretary of the City of Georgetown to attest.

**Section 8.** This Resolution shall become effective on its final passage.

PASSED AND APPROVED on the 27<sup>th</sup> day of August, 2019.

List of Attachments:

**Exhibit A** The Petition (including all attachments to the Petition)

CITY OF GEORGETOWN, TEXAS



Dale Ross, Mayor

ATTEST:



Robyn Denismore, City Secretary

The 91 pages of exhibits to  
Resolution #082719-W  
are on file with the City Secretary's Office.

County: Williamson  
Project: Parkside on the River  
Job No.: A191301  
MB No.: 19-052

**FIELD NOTES FOR 80.929 ACRES**

Being a tract containing 80.929 acres of land located in the J. Thompson Survey, Abstract Number 608 in Williamson County, Texas. Said 80.929 acre tract being a portion of a call 1,146.591 acre tract of land recorded in the name of HM Parkside, LP, in Document Number 2018114043, Official Public Records Williamson County (O.P.R.W.C.). Said 80.929 acres being more particularly described by metes and bounds as follows (*bearings are referenced to the Texas Coordinate System, NAD 1983, Central Zone*):

**Beginning** at the southeasterly corner of said 1,146.591 acre tract and the southwesterly corner of a call 77.902 acre tract of land recorded in the name of Edwin H. Vale, Jr. in Document Number 2017014736, O.P.R.W.C., also being on the northerly Right-of-Way (R.O.W.) line of F.M. 2243 (80' wide);

**Thence**, with the southerly line of said 1,146.591 acre tract and the northerly R.O.W. line of said F.M. 2243, the following five (5) courses:

1. South 69 degrees 01 minutes 48 seconds West, a distance of 1,585.40 feet;
2. 849.66 feet along the arc of a curve to the right, said curve having a central angle of 17 degrees 14 minutes 02 seconds, a radius of 2,824.79 feet and a chord which bears South 77 degrees 38 minutes 49 seconds West, a distance of 846.46 feet;
3. South 86 degrees 15 minutes 50 seconds West, a distance of 563.49 feet;
4. 562.37 feet along the arc of a curve to the left, said curve having a central angle of 16 degrees 31 minutes 30 seconds, a radius of 1,949.86 feet and a chord which bears South 78 degrees 00 minutes 05 seconds West, a distance of 560.42 feet;
5. South 69 degrees 44 minutes 20 seconds West, a distance of 71.58 feet to a southwesterly corner of said 1,146.591 acre tract, also being the southeasterly corner of a call 22.60 acre tract of land recorded in the name of Elizabeth Anne Dufner in Document Number 2014063697, O.P.R.W.C. (Tract B);

**Thence**, with a westerly line of said 1,146.591 acre tract and the easterly line of said 22.60 acre tract, North 10 degrees 42 minutes 53 seconds West, a distance of 1,007.33 feet the approximate Georgetown City Limit Line;



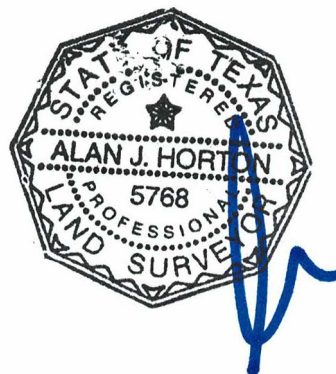
**Thence**, with said City Limit Line and through and across said 1,146.591 acre tract the following four (4) courses;

1. 753.82 feet along the arc of a curve to the right, said curve having a central angle of 14 degrees 40 minutes 01 seconds, a radius of 2,944.79 feet and a chord which bears North 78 degrees 55 minutes 50 seconds East, a distance of 751.77 feet;
2. North 86 degrees 15 minutes 50 seconds East, a distance of 563.49 feet;
3. 550.40 feet along the arc of a curve to the left, said curve having a central angle of 17 degrees 14 minutes 02 seconds, a radius of 1,829.86 feet and a chord which bears North 77 degrees 38 minutes 49 seconds East, a distance of 548.33 feet;
4. North 69 degrees 01 minutes 48 seconds West, a distance of 1,586.36 feet the easterly line of said 1,146.591 acre tract and the westerly line of the aforesaid 77.902 acre tract;

**Thence**, with the easterly line of said 1,146.591 acre tract and the westerly line of said 77.902 acre tract, South 20 degrees 54 minutes 54 seconds East, a distance of 994.93 feet to the **Point of Beginning** containing 80.929 acres.

*This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.*

GBI Partners, LP  
TBPLS Firm No. 10194150  
Ph: 512-296-2675  
September 16, 2019



**Exhibit H**  
**Description of the “Land”**

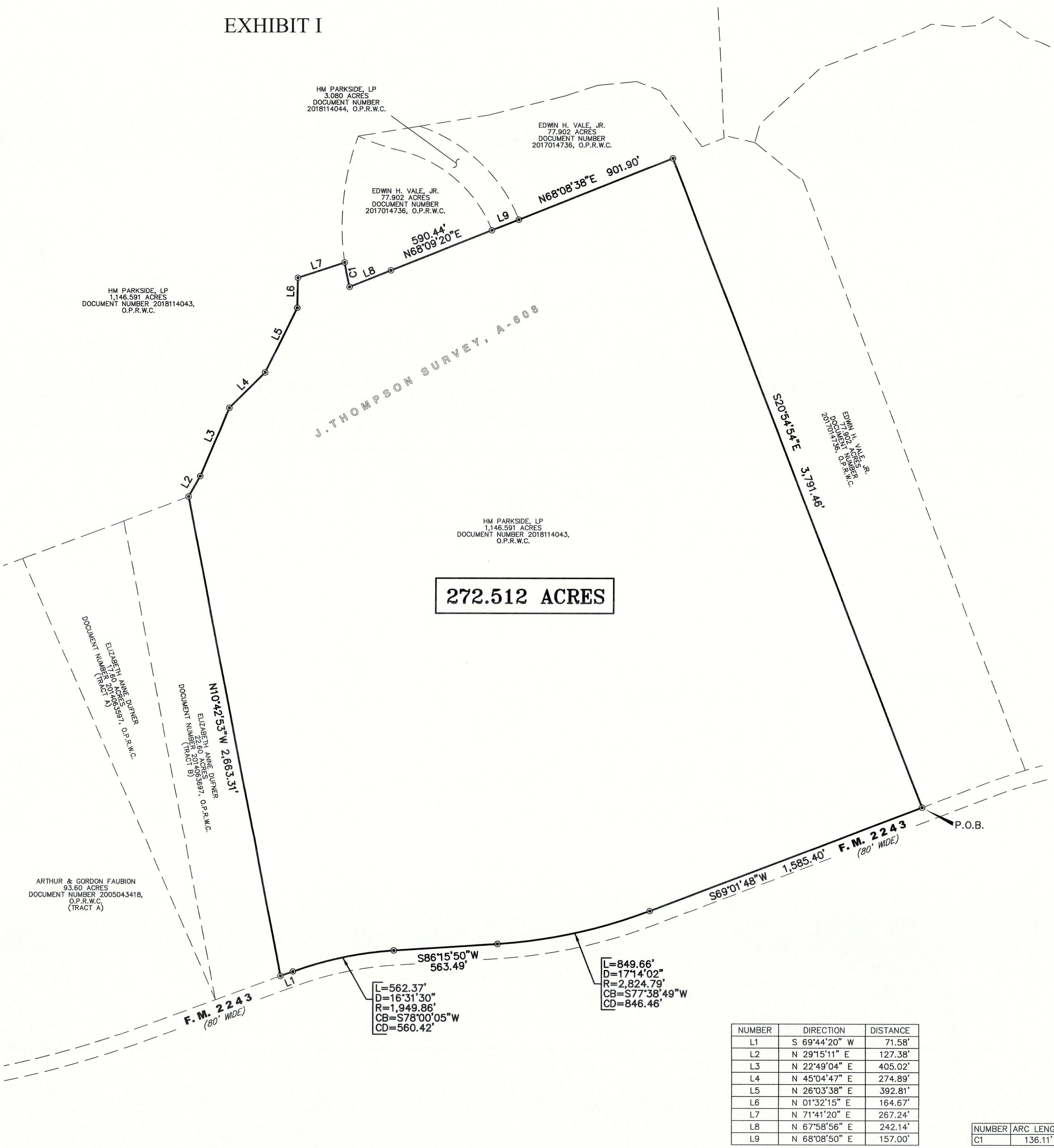
The “Land” means the two areas described below:

Original Land: The 1,354.717 acres of land in Williamson County, Texas, as more particularly described on **Exhibit A** attached to this SECOND AMENDED AND RESTATED CONSENT AGREEMENT

2243 South Tract: The 62.048 acres of land in Williamson County, Texas, as more particularly described on **Exhibit C** attached to this SECOND AMENDED AND RESTATED CONSENT AGREEMENT



EXHIBIT I



FIELD NOTES FOR 272.512 ACRES

Being a tract containing 272.512 acres of land located in the J. Thompson Survey, Abstract Number 608 in Williamson County, Texas. Said 272.512 acre tract being a portion of a call 1,146.591 acre tract of land recorded in the name of HM Parkside, LP, in Document Number 2018114043, Official Public Records Williamson County (O.P.R.W.C.). Said 272.512 acres being more particularly described by metes and bounds as follows (bearings are referenced to the Texas Coordinate System, NAD 1983, Central Zone):

Beginning at the southeasterly corner of said 1,146.591 acre tract and the southwesterly corner of a call 77.902 acre tract of land recorded in the name of Edwin H. Vale, Jr. in Document Number 2017014736, O.P.R.W.C., also being on the northerly Right-of-Way (R.O.W.) line of F.M. 2243 (80' wide);

Thence, with said northerly R.O.W. line, the following five (5) courses:

1. South 69 degrees 01 minutes 48 seconds West, a distance of 1,585.40 feet;
2. 849.66 feet along the arc of a curve to the right, said curve having a central angle of 17 degrees 14 minutes 02 seconds, a radius of 2,824.79 feet and a chord which bears South 77 degrees 38 minutes 49 seconds West, a distance of 846.46 feet;
3. South 86 degrees 15 minutes 50 seconds West, a distance of 563.49 feet;
4. 562.37 feet along the arc of a curve to the left, said curve having a central angle of 16 degrees 31 minutes 30 seconds, a radius of 1,949.86 feet and a chord which bears South 78 degrees 00 minutes 05 seconds West, a distance of 560.42 feet;
5. South 69 degrees 44 minutes 20 seconds West, a distance of 71.58 feet to a southwesterly corner of said 1,146.591 acre tract, also being the southeasterly corner of a call 22.60 acre tract of land recorded in the name of Elizabeth Anne Dufner in Document Number 2014063697, O.P.R.W.C. (Tract B);

Thence, with a westerly line of said 1,146.591 acre tract and the easterly line of said 22.60 acre tract, North 10 degrees 42 minutes 53 seconds West, a distance of 2,663.31 feet to an interior corner of said 1,146.591 acre tract, and the northeasterly corner of said 22.60 acre tract;

Thence, through and across said 1,146.591 acre tract the following six (6) courses;

1. North 29 degrees 15 minutes 11 seconds East, a distance of 127.38 feet;
2. North 22 degrees 49 minutes 04 seconds East, a distance of 405.02 feet;
3. North 45 degrees 04 minutes 47 seconds East, a distance of 274.89 feet;
4. North 26 degrees 03 minutes 38 seconds East, a distance of 392.81 feet;
5. North 01 degrees 32 minutes 15 seconds East, a distance of 164.67 feet;
6. North 71 degrees 41 minutes 20 seconds East, a distance of 267.24 feet to an easterly line of said 1,146.591 acre tract and the westerly line of aforesaid 77.902 acre tract;

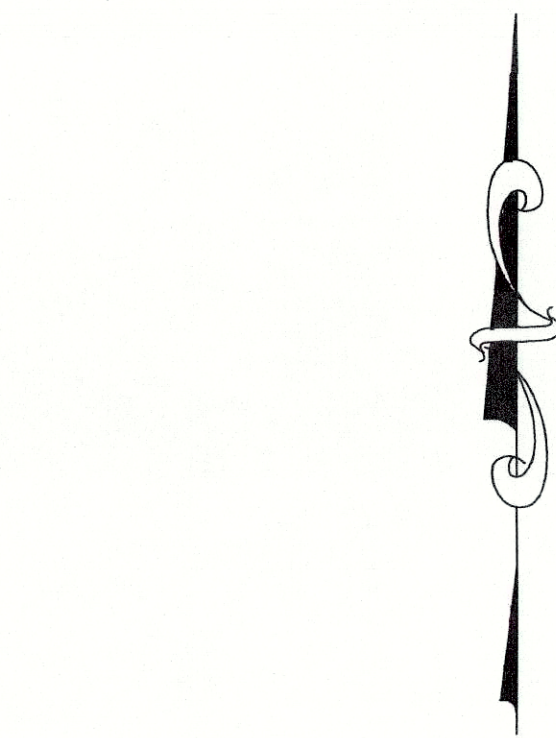
Thence, with the common line between said 1,146.591 acre tract and said 77.902 acre tract the following three (3) courses;

1. 136.11 feet along the arc of a curve to the left, said curve having a central angle of 05 degrees 39 minutes 04 seconds, a radius of 1,380.00 feet and a chord which bears South 11 degrees 15 minutes 55 seconds East, a distance of 136.05 feet;
2. North 67 degrees 58 minutes 56 seconds East, a distance of 242.14 feet;
3. North 68 degrees 09 minutes 20 seconds East, a distance of 590.44 feet to the southwesterly corner of a call 3.080 acre tract of land recorded in the name of HM Parkside, LP in Document Number 2018114044, O.P.R.W.C.;

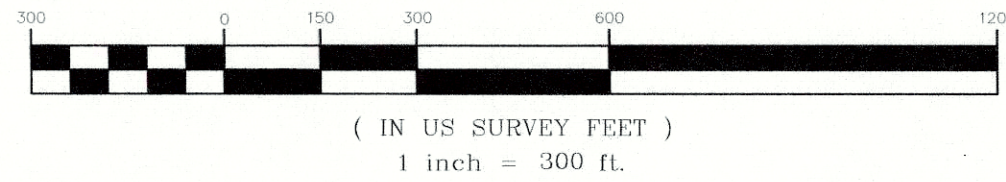
Thence, with the common line between said 1,146.591 acre tract and said 3.080 acre tract, North 68 degrees 08 minutes 50 seconds East, a distance of 157.00 feet to the southeasterly corner of said 3.080 acre tract and a southwesterly corner of aforesaid 77.902 acre tract;

Thence, with the common line between said 1,146.591 acre tract and said 77.902 acre tract the following two (2) courses;

1. North 68 degrees 08 minutes 38 seconds East, a distance of 901.90 feet;
2. South 20 degrees 54 minutes 54 seconds East, a distance of 3,791.46 feet to the Point of Beginning containing 272.512 acres.



GRAPHIC SCALE



Bearings are referenced to the Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS observations. Distances are surface values.

P.O.B. = POINT OF BEGINNING  
O.P.R.W.C. = OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

GBI Partners, L.P.

Alan Jay Horton  
Registered Professional Land Surveyor  
Texas Registration No. 5768



BOUNDARY MAP OF  
PARKSIDE ON THE RIVER MUD #1  
272.512 ACRES

LOCATED IN THE J. THOMPSON SURVEY, A-608  
WILLIAMSON COUNTY, TEXAS



SCALE: 1"= 300' JOB NO. A191301 DATE: 8-01-19  
CREW CHIEF: FIELD BOOK: DWG.: PS-BASE.DWG

NUMBER	DIRECTION	DISTANCE
L1	S 69°44'20" W	71.58'
L2	N 29°15'11" E	127.38'
L3	N 22°49'04" E	405.02'
L4	N 45°04'47" E	274.89'
L5	N 26°03'38" E	392.81'
L6	N 01°32'15" E	164.67'
L7	N 71°41'20" E	267.24'
L8	N 67°58'56" E	242.14'
L9	N 68°08'50" E	157.00'

NUMBER	ARC LENGTH	DELTA ANGLE	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	136.11'	5°39'04"	1,380.00'	S 11°15'55" E	136.05'

REVISIONS			
5			
4			
3			
2			
1	REVISION	(DATE)	



# EXHIBIT J

## RESOLUTION NO. 10082019-O

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, CONSENTING TO THE ANNEXATION BY WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 25 OF AN ADDITIONAL 62.048 ACRES OF LAND INTO THE BOUNDARIES OF THE DISTRICT; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, Williamson County Municipal Utility District No. 25 (the "District") was created by Order of the Texas Commission on Environmental Quality and operates pursuant to Chapters 49 and 54 of the Texas Water Code; and

WHEREAS, on October 8, 2019, the City Council approved the "Second Amended and Restated Consent Agreement" (the "Agreement") pertaining to the District ; and

WHEREAS, the District and HM CR 176-2243, L.P., a Texas limited partnership ("HM-CR") have submitted a petition to the City Secretary requesting the City Council's written consent to the annexation by the District of a total of 62.048 acres of land (the "Annexation Tract") described in **Exhibit A** attached hereto; and

WHEREAS, Section 7.03 of the Agreement provides that except for the Annexation Tract, the District shall not annex any other land into its boundaries without the City's express written consent evidenced by a Resolution of the City Council; and

WHEREAS, Section 4.02 of the Agreement provides that the City will consent to the inclusion of the Annexation Tract within the boundaries of the District by adopting this Resolution; and

WHEREAS, the Annexation Tract lies entirely within the City's extraterritorial jurisdiction ("ETJ") and will continue to be in the City's ETJ after its annexation into the boundaries of the District;

WHEREAS, the City Council has reviewed the District's and HM-CR's petition for annexation and wishes to provide its written consent to the annexation of the Annexation Tract into the boundaries of the District.

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

Section 1: The foregoing recitals are hereby found to be true and correct and are incorporated herein by reference as if set forth in full, and adopted as part of this Resolution for all purposes.

Section 2: The City Council hereby grants its written consent to the annexation by Williamson County Municipal Utility District No. 25 of a total of 62.048 acres of land into the boundaries of said district, which annexed land is described by metes and bounds in **Exhibit A-1** and illustrated in **Exhibit A-2**, attached hereto and incorporated herein by reference for all purposes.

Section 3: This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED AND EFFECTIVE ON the 8th day of October, 2019.

CITY OF GEORGETOWN, TEXAS

BY: \_\_\_\_\_  
Dale Ross, Mayor

ATTEST:

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

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Charlie McNabb, City Attorney

**Attachments:**

Exhibit A-1 (Description of Annexation Tract)

Exhibit A-2 (MUD Annexation Survey)

62.048 Acres

THAT PART OF THE JOHN T. CHURCH SURVEY, ABSTRACT 140 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 40.80 ACRE TRACT OF LAND CONVEYED TO HM CR 176-2243, LP BY DEED RECORDED IN DOCUMENT NO. 2018012540 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN 49.556 ACRE TRACT OF LAND CONVEYED TO HM CR 176-2243, LP BY DEED RECORDED IN DOCUMENT No. 2018023178 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod found on the south line of R. M. 2243 monumenting the northeast corner of the above referenced 40.80 Acre Tract and the northwest corner of a 44.13 Acre Tract of land conveyed to Timothy L. Kennedy by deed recorded in Document No. 2006038439 of the Official Public Records of Williamson County, Texas;

THENCE along the east line of said 40.80 Acre Tract and the west line of said 44.13 Acre Tract, S21°07'17"E a distance of 173.79 feet to a 1/2" iron rod set at a non-tangent point of a curvature to the right, being also the north corner of a 0.054 Acre Tract of land conveyed to Williamson County, Texas by deed recorded in Document No. 2019019964 of the Official Public Records of Williamson County Texas;

THENCE across said 40.80 Acre Tract, said 49.556 Acre Tract and in part along the west line of said 0.054 Acre Tract the following two courses:

1. Southwesterly along said curve, an arc length of 637.10 feet, having a radius of 965.00 feet, a central angle of 37°49'37", and a chord bearing S19°38'15"W, 625.59 feet to a 1/2" iron rod set at a point of tangency;
2. S38°33'04"W a distance of 88.92 feet to a 1/2" iron rod set on the south line of said 49.556 Acre Tract and on the north line of a 1.00 Acre Tract of land conveyed to Thomas D. Diaz III and wife Delissa R. Sharpe-Diaz by Document No. 2003019309 of the Official Public Records of Williamson County, Texas;

THENCE along the south line of said 49.556 Acre Tract and in part with the north line of said 1.00 Acre Tract and the north line of a 26.045 Acre Tract of land conveyed to Tommy Diaz by deed recorded in Document No. 2002058098 of the Official Public Records of Williamson County, Texas and along an old fence the following three courses:

1. S69°06'27"W passing the northwest corner of said 1.00 Acre Tract, in all a distance of 565.71 feet to a 1/2" iron rod with cap labeled RPLS 1847 found;
2. S68°47'24"W a distance of 569.65 feet to a 1/2" iron rod with cap labeled RPLS 1847 found;
3. S69°15'47"W a distance of 831.14 feet to a 60-d nail found;

THENCE across said 49.556 Acre Tract, N21°19'19"W a distance of 417.25 feet to the common line of said south line of the 40.80 Acre Tract and said north line of the 49.556 Acre Tract;

THENCE along said common line, S69°28'39"W a distance of 232.16 feet to a 3/8" iron rod found monumenting the southwest corner of said 40.80 Acre Tract and the southeast corner of an 89.41 Acre Tract conveyed to Anita Martinez, et al by deed recorded in Document No. 2012066513 of the Official Public Records of Williamson County, Texas;

THENCE along the west line of said 40.80 Acre Tract, the east line of said 89.41 Acre Tract, N20°57'39"W a distance of 1093.24 feet to a 1/2" iron rod set on the south line of said R. M. 2243 at the northwest corner of said 40.80 Acre Tract and the northeast corner of said 89.41 Acre Tract;

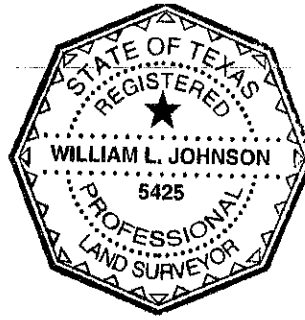
THENCE along the south line of said R. M. 2243 and the north line of said 4.081 Acre Tract the following four courses:

1. N87°13'11"E a distance of 821.47 feet to a TxDOT concrete monument found;
2. N87°11'35"E a distance of 1357.10 feet to a TxDOT concrete monument found at a point on a non-tangent curve to the left;
3. Easterly along said curve, an arc length of 384.08 feet, said curve having a radius of 2904.93 feet, a central angle of 07°34'31" and a chord bearing N83°23'40"E, 383.80 feet to a TxDOT concrete monument found;
4. N79°39'27"E a distance of 246.92 feet to the said Point of Beginning.

Containing 62.048 acres, more or less, as shown on the sketch attached.

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

*William L. Johnson* 4 OCTOBER 2019  
William L. Johnson  
Registered Professional Land Surveyor No. 5425  
State of Texas



RJ Surveying & Associates, Inc.  
2900 Jazz Street, Round Rock, Texas 78664

All iron rods set have RJ Surveying caps  
Bearings are Texas State Plane Central Zone NAD 83



# MUD ANNEXATION SURVEY

A PORTION OF THE JOHN T. CHURCH SURVEY,  
ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS

## EXHIBIT A-2 TO RESOLUTION 10082019-O

SCALE: 1"=200'



LEGEND:  
 \* = 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)  
 o = 1/2" IRON ROD SET WITH RJ SURVEYING CAP (UNLESS OTHERWISE NOTED)  
 ▲ = FOUND NAIL (AS NOTED)  
 ■ = 1X20T CONCRETE MONUMENT FOUND  
 OPRWC = OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY  
 DRWC = DEED RECORDS WILLIAMSON COUNTY

THIS DOCUMENT WAS PREPARED UNDER 22TAC 66.3(2), DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

WILLIAM L. JOHNSON  
 DATE 4 DECEMBER 2019  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 3423  
 STATE OF TEXAS

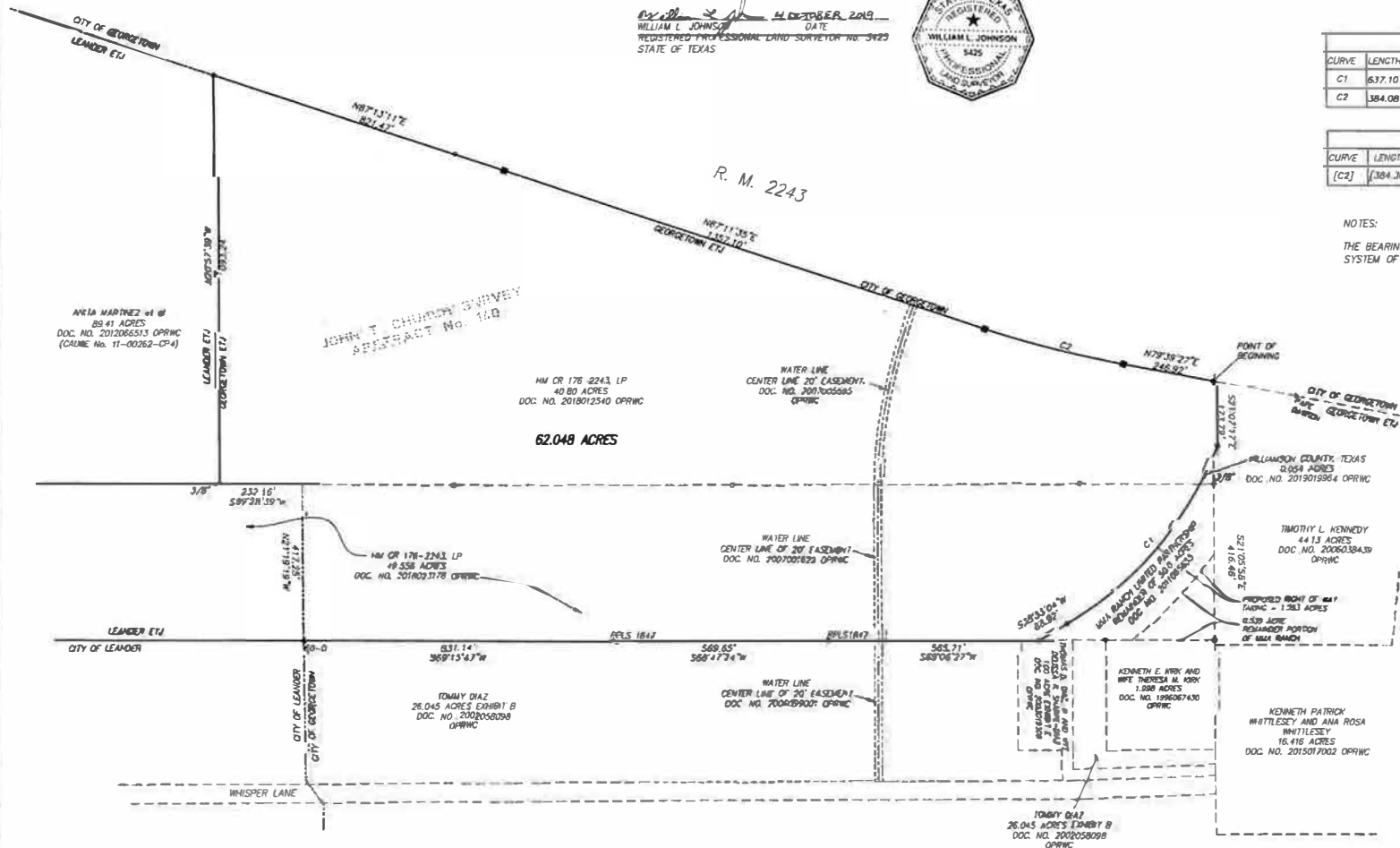


CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.
C1	637.10'	965.00'	037°49'37"	S19°38'15"W
C2	384.08'	2904.93'	007°34'31"	N83°23'40"E

RECORD CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.
[C1]	[637.10']	[965.00']	[037°49'37"]	[S19°38'15"W]
[C2]	[384.08']	[2904.93']	[007°34'31"]	[N83°23'40"E]

NOTES:

THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).



NOTE: Copyright © RJ Surveying & Associates, Inc. All rights reserved. No part of this drawing may be reproduced by photocopying, recording or by any other means, or stored, processed or transmitted in or by any computer or other systems without the prior written permission of the surveyor. Copies of this plan without an original signature and seal are not valid.

SKETCH TO ACCOMPANY DESCRIPTION  
 (DESCRIBED ON A SEPARATE ATTACHMENT)

RJ SURVEYING & ASSOCIATES, INC.	
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664	
(512) 836-4793 FAX: (512) 836-4817	
DATE: 11 JANUARY 2018	SCALE: 1" = 200'
FIELD BOOK: 592	JOB NO.: 2669

**EXHIBIT K**  
**Master Development Fee Calculation Form**

TOTAL DISTRICT BONDS SOLD : \$ \_\_\_\_\_

Less:

Surplus and Escrowed Funds \$ \_\_\_\_\_

Non-Construction Costs:

Legal and Financial Advisory Fees: \$ \_\_\_\_\_

Interest Costs:

Capitalized Interest \$ \_\_\_\_\_

Developer Interest \$ \_\_\_\_\_

Bond Discount \$ \_\_\_\_\_

Administrative and Organization \$ \_\_\_\_\_

(including creation costs and operating  
advances)

Bond Application, Market Study, \$ \_\_\_\_\_

and other bond issuance costs

TCEQ Bond Issuance Fee \$ \_\_\_\_\_

Application, Review and Inspection Fees \$ \_\_\_\_\_

Site Costs \$ \_\_\_\_\_

Off-Site Costs \$ \_\_\_\_\_

Total Deductions: \$ \_\_\_\_\_

NET ELIGIBLE MUD BOND ISSUE AMOUNT \$ \_\_\_\_\_ \*

MASTER DEVELOPMENT FEE PERCENTAGE: X 10%

MASTER DEVELOPMENT FEE AMOUNT: \$ \_\_\_\_\_

\* based upon costs approved for reimbursement under applicable TCEQ rules, and an audit of developer reimbursables performed at the time of each Bond issue.

City of Georgetown, Texas  
City Council Regular Meeting  
October 8, 2019

**SUBJECT:**

Consideration and possible action to approve a **Resolution** of the City Council of Georgetown Texas approving the **annexation** of approximately **62.105 acres** of land into the boundaries of **Williamson County Municipal Utility District No. 25** (WCMUD #25) -- Wayne Reed, Assistant City Manager

**ITEM SUMMARY:**

Council is being asked to consider approving a resolution to annex approximately 62 acres into Williamson County Municipal Utility District No. 25 (WCMUD #25). The land is located on the south side of RM 2243 and on the west side of CR 176; this land is also a part of the Parkside on the River Land Use Plan (see Attachment 1). The City received a petition from WCMUD 25 and the Landowner requesting the City consent to the annexation (see Attachment 2).

Background

The existing WCMUD #25 consists of approximately 544 acres. There are two locations that make up the district as illustrated on Attachment 3. There are roughly 246.7 acres located between SH 29 and the South Fork of the San Gabriel River (North Tract) and along Water oak Parkway and another 297.7 acres located on the north side of RM 2243 (South Tract), which is adjacent to the east side of the Escalera and the Preserve neighborhoods. The proposed addition of about 62 acres to WCMUD #25 would be across RM 2243 from the South Tract and located on the west side of CR 176.

**ATTACHMENTS**

1. Parkside on the River Land Use Plan (dated September 24, 2019)
2. Petition to Annex 62.105 acres into WCMUD #25
3. Existing WCMUD #25 Boundary Map
4. Resolution with Exhibits

**FINANCIAL IMPACT:**

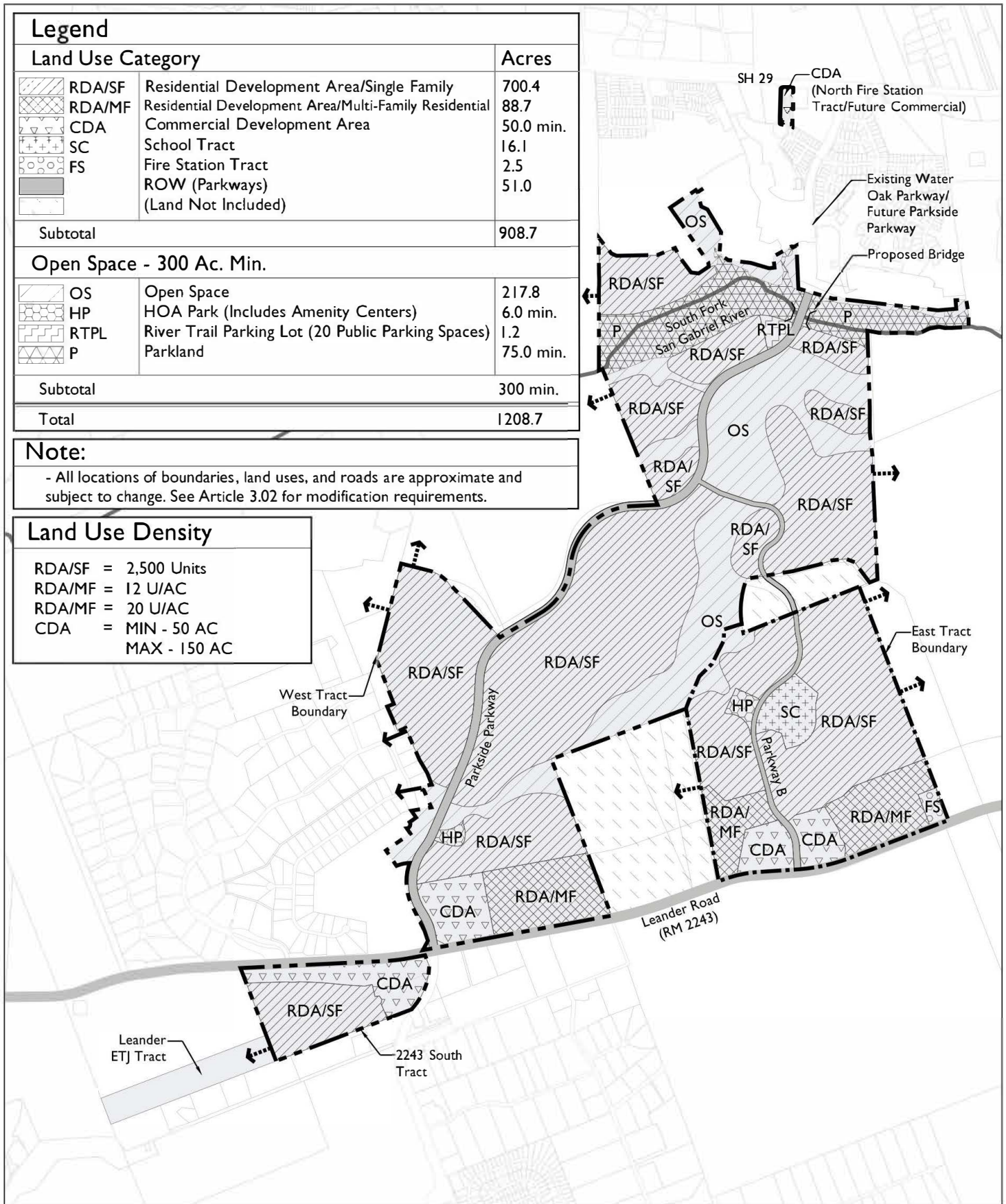
There is no financial impact to the City by approving the annexation of the approximately 62 acres into the existing WCMUD #25.

**SUBMITTED BY:**

Wayne Reed, Assistant City Manager

**ATTACHMENTS:**

- Att 1 - Parkside on the River Land Use Plan
- Att 2 - Petition to Annex 62.105 acres into WCMUD 25
- Att 3 - Existing WCMUD 25 Boundary Map
- Att 4 - Parkside - Resolution 10082019-O



PETITION FOR CONSENT TO ANNEX LAND INTO  
WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 25

THE STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON           §

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

The undersigned, WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 25 (the "District"), and HM CR 176-2243, LP, a Texas limited partnership (the "Petitioner"), acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301 of that Code, together with all amendments and additions thereto, respectfully petition the City Council of the City of Georgetown, Texas (the "City"), for its written consent to the annexation by the District of the 62.105-acre tract of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the undersigned would show the following:

I.

The District is a municipal utility district duly created under the laws of the State of Texas on December 10, 2009. The District was created and organized under the terms and provisions of Article XVI, Section 59, of the Constitution of Texas, and is governed by the provisions of Chapters 49 and 54, Texas Water Code.

II.

The Petitioner holds fee simple title to the Land, as indicated by the certificate of ownership provided by the Williamson County Appraisal District.

III.

The Petitioner represents that there are no lienholders on the Land except R Bank, a Texas State Bank.

IV.

The Land is situated wholly within Williamson County, Texas. No part of the Land is within the limits of any incorporated city, town or village, and no part of the Land is within the extraterritorial jurisdiction (as such term is defined in Local Government Code Section 42.001 et seq., as amended) of any city, town or village except the City. All of the Land may properly be annexed into the District.

V.

The general nature of the work to be done within the Land is the construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system, and a drainage and storm sewer system, and road facilities, parks and recreational facilities.

VI.

There is, for the following reasons, a necessity for the above-described work. The Land, which will be developed for commercial and/or residential purposes, is urban in nature, is within the growing environs of the City, is in close proximity to populous and developed sections of Williamson County, and within the immediate future will experience a substantial and sustained residential and commercial growth. There is not now available within the Land an adequate waterworks and sanitary sewer system nor an adequate drainage system, nor parks or recreational facilities, and it is not presently economically feasible for the Land to provide for such systems and facilities itself. Because the health and welfare of the present and future inhabitants of the Land and of lands adjacent thereto require the construction, acquisition, maintenance and operation of an adequate waterworks and sanitary sewer system and a drainage and storm sewer system, and parks and recreational facilities, a public necessity exists for the annexation of the Land into the District, to provide for the purchase, construction, extension, improvement, maintenance and operation of such waterworks and sanitary sewer system and such drainage and storm sewer system, and such parks and recreational facilities, so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

The undersigned estimate, from such information as they have at this time, that the cost of extending the District's facilities and expected land uses is economically feasible. The District has sufficient voter authorized bonds to finance facilities to serve the tracts.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City give its written consent to the annexation of the Land into the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on September 17, 2019.

**WILLIAMSON COUNTY  
MUNICIPAL UTILITY DISTRICT NO.  
25**

By: [Signature]

Name: Jason Natho

Title: President

ATTEST:

By: [Signature]

Name: Ronald Lee Mayo, Jr.

Title: Secretary

(SEAL)



THE STATE OF TEXAS

§

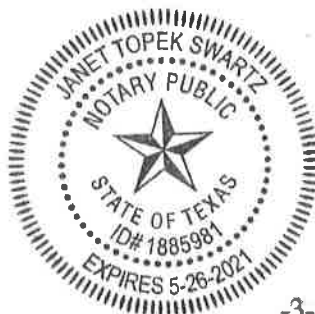
COUNTY OF Travis

§

§

This instrument was acknowledged before me on September 17, 2019 by Jason Natho as President, and Ronald Lee Mayo Jr. as Secretary, of the Board of Directors of WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 25, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)



[Signature]  
Notary Public, State of Texas



**HM CR 176-2243, LP, a Texas limited partnership**

By: Hanna/Magee GP#1, Inc., a Texas corporation, its General Partner

By: [Signature]  
Name: Blake J. Magee  
Title: President

THE STATE OF TEXAS

§

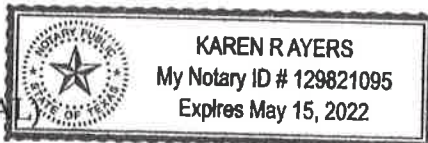
COUNTY OF Travis

§

§

This instrument was acknowledged before me on August 13, 2019, by Blake Magee, President of Hanna/Magee GP#1, Inc., a Texas corporation, General Partner of HM CR 176-2243, LP, a Texas limited partnership, on behalf of said corporation and said limited partnership.

(NOTARY SEAL)



[Signature]  
Notary Public, State of Texas

**Attachments:**

**Exhibit A: Description of the Land**

CERTIFICATE

THE STATE OF TEXAS

§

COUNTY OF Williamson

§

§

I, the undersigned Secretary of the Board of Directors of Williamson County Municipal Utility District No. 25, do hereby certify that the attached and foregoing is a true and correct copy of the Petition For Consent To Annex Land Into Williamson County Municipal Utility District No. 25 that was filed with the Board of Directors of the District on September 17, 2019.

WITNESS MY HAND AND SEAL OF SAID DISTRICT on September 17, 2019.

**WILLIAMSON COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 25**

(SEAL)



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

Secretary, Board of Directors

## EXHIBIT A

62.105 Acres

THAT PART OF THE JOHN T. CHURCH SURVEY, ABSTRACT 140 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 40.80 ACRE TRACT OF LAND CONVEYED TO HM CR 176-2243, LP BY DEED RECORDED IN DOCUMENT NO. 2018012540 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN 49.556 ACRE TRACT OF LAND CONVEYED TO HM CR 176-2243, LP BY DEED RECORDED IN DOCUMENT NO. 2018023178 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod found on the south line of R. M. 2243 monumenting the northeast corner of the above referenced 40.80 Acre Tract and the northwest corner of a 44.13 Acre Tract of land conveyed to Timothy L. Kennedy by deed recorded in Document No. 2006038439 of the Official Public Records of Williamson County, Texas;

THENCE along the east line of said 40.80 acre Tract and the west line of said 44.13 Acre Tract, S21°07'17"E a distance of 276.35 feet to a 1/2" iron rod found at the southeast corner of said 40.80 Acre Tract and at the northeast corner of said 49.556 Acre Tract;

THENCE along the north line of said 49.556 Acre Tract and the south line of said 40.80 Acre Tract, S69°02'39"W a distance of 48.21 feet to a 1/2" iron rod set at a non-tangent point of curvature of a curve to the right;

THENCE across said 49.556 Acre Tract the following two courses:

1. Southwesterly along said curve, an arc length of 523.96 feet, having a radius of 956.00 feet, a central angle of 31°24'09", and a chord bearing S23°00'00"W, 517.43 feet to a 1/2" iron rod set at a point of tangency;
2. S38°33'04"W a distance of 88.92 feet to a 1/2" iron rod set on the south line of said 49.556 Acre Tract and on the north line of a 1.00 Acre Tract of land conveyed to Thomas D. Diaz III and wife Delissa R. Sharpe-Diaz by Document No. 2003019309 of the Official Public Records of Williamson County, Texas;

THENCE along the south line of said 49.556 Acre Tract and in part with the north line of said 1.00 Acre Tract and the north line of a 26.045 Acre Tract of land conveyed to Tommy Diaz by deed recorded in Document No. 2002058098 of the Official Public Records of Williamson County, Texas and along an old fence the following three courses:

1. S69°06'27"W passing the northwest corner of said 1.00 Acre Tract, in all a distance of 566.71 feet to a 1/2" iron rod with cap labeled RPLS 1847 found;
2. S68°47'24"W a distance of 589.65 feet to a 1/2" iron rod with cap labeled RPLS 1847 found;
3. S69°16'47"W a distance of 631.14 feet to a 60-d nail found;

THENCE across said 49.556 Acre Tract, N21°19'19"W a distance of 417.25 feet to the common line of said south line of the 40.80 Acre Tract and said north line of the 49.556 Acre Tract;

THENCE along said common line, S69°28'39"W a distance of 232.16 feet to a 3/8" iron rod found monumenting the southwest corner of said 40.80 Acre Tract and the southeast corner of an 89.41 Acre Tract conveyed to Anita Martinez, et al by deed recorded in Document No. 2012066513 of the Official Public Records of Williamson County, Texas;

THENCE along the west line of said 40.80 Acre Tract, the east line of said 89.41 Acre Tract, N20°57'39"W a distance of 1093.24 feet to a 1/2" iron rod set on the south line of said R. M. 2243 at the northwest corner of said 40.80 Acre Tract and the northeast corner of said 89.41 Acre Tract;

2779-DESC-62.104ac Annex.rtf

Page 1 of 2

62.105 Acres

THENCE along the south line of said R. M. 2243 and the north line of said 4.081 Acre Tract the following four courses;

1. N87°13'11"E a distance of 821.47 feet to a TxDOT concrete monument found;
2. N87°11'35"E a distance of 1357.10 feet to a TxDOT concrete monument found at a point on a non-tangent curve to the left;
3. Easterly along said curve, an arc length of 384.08 feet, said curve having a radius of 2904.93 feet, a central angle of 07°34'31" and a chord bearing N83°23'40"E, 383.80 feet to a TxDOT concrete monument found;
4. N79°39'27"E a distance of 246.92 feet to the said Point of Beginning.

Containing 62.105 acres, more or less, as shown on the sketch attached.

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

  
Stephen R. Lawrence  
Registered Professional Land Surveyor No. 6352  
State of Texas

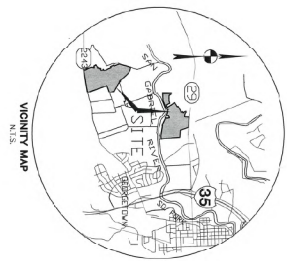


RJ Surveying & Associates, Inc.  
2900 Jazz Street, Round Rock, Texas 78664

All iron rods set have RJ Surveying caps  
Bearings are Texas State Plane Central Zone NAD 83

# ATTACHMENT 3

- NOTES:
1. THIS DOCUMENT WAS PREPARED UNDER THE ORDER OF THE BOARD OF DIRECTORS OF THE MUNICIPAL UTILITY DISTRICT NO. 25, WILLIAMSON COUNTY, TEXAS, AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE BOARD OF DIRECTORS.
  2. THIS BOUNDARY MAP EXHIBIT IS ACCOMPANIED BY ARTS AND BOUNDS RECORDING MAP NO. 14-2014-001 IN THE PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
  3. THE BOUNDARY MAP EXHIBIT IS ACCOMPANIED BY ARTS AND BOUNDS RECORDING MAP NO. 14-2014-001 IN THE PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
  4. THE BOUNDARY MAP EXHIBIT IS ACCOMPANIED BY ARTS AND BOUNDS RECORDING MAP NO. 14-2014-001 IN THE PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



**APPROVAL NOTE**

APPROVED BY THE BOARD OF DIRECTORS OF WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 25, WILLIAMSON COUNTY, TEXAS, THIS 14th DAY OF AUGUST, 2014.

*[Signature]* PRESIDENT  
*[Signature]* VICE PRESIDENT  
*[Signature]* SECRETARY  
*[Signature]* ASST. SECRETARY

STATE OF TEXAS  
COUNTY OF WILLIAMSON X  
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THE DAY PERSONALLY APPEARED

*[Signature]* Tison Mathis  
*[Signature]* Sandy Sliver  
*[Signature]* Cheryl Conley

WITNESSES:  
*[Signature]* Tison Mathis  
*[Signature]* Sandy Sliver  
*[Signature]* Cheryl Conley

NOTARIAL PUBLIC, STATE OF TEXAS  
My 18 2014

**AREA SUMMARY**

MUD 25 NORTH TRACT	246.7 ACRES
MUD 25 SOUTH TRACT	297.7 ACRES
<b>MUD 25 TOTAL ACREAGE</b>	<b>544.4 ACRES</b>

**SURVEYORS CERTIFICATION**

JOHN E. RANSON  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 0298  
221 N. 30TH STREET, SUITE 600  
AUSTIN, TEXAS 78701

DATE: 9/14/14

**RESOLUTION NO. 10082019-O**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, CONSENTING TO THE ANNEXATION BY WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 25 OF AN ADDITIONAL 62.048 ACRES OF LAND INTO THE BOUNDARIES OF THE DISTRICT; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, Williamson County Municipal Utility District No. 25 (the "District") was created by Order of the Texas Commission on Environmental Quality and operates pursuant to Chapters 49 and 54 of the Texas Water Code; and

WHEREAS, on October 8, 2019, the City Council approved the "Second Amended and Restated Consent Agreement" (the "Agreement") pertaining to the District ; and

WHEREAS, the District and HM CR 176-2243, L.P., a Texas limited partnership ("HM-CR") have submitted a petition to the City Secretary requesting the City Council's written consent to the annexation by the District of a total of 62.048 acres of land (the "Annexation Tract") described in **Exhibit A** attached hereto; and

WHEREAS, Section 7.03 of the Agreement provides that except for the Annexation Tract, the District shall not annex any other land into its boundaries without the City's express written consent evidenced by a Resolution of the City Council; and

WHEREAS, Section 4.02 of the Agreement provides that the City will consent to the inclusion of the Annexation Tract within the boundaries of the District by adopting this Resolution; and

WHEREAS, the Annexation Tract lies entirely within the City's extraterritorial jurisdiction ("ETJ") and will continue to be in the City's ETJ after its annexation into the boundaries of the District;

WHEREAS, the City Council has reviewed the District's and HM-CR's petition for annexation and wishes to provide its written consent to the annexation of the Annexation Tract into the boundaries of the District.

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

Section 1: The foregoing recitals are hereby found to be true and correct and are incorporated herein by reference as if set forth in full, and adopted as part of this Resolution for all purposes.

Section 2: The City Council hereby grants its written consent to the annexation by Williamson County Municipal Utility District No. 25 of a total of 62.048 acres of land into the boundaries of said district, which annexed land is described by metes and bounds in **Exhibit A-1** and illustrated in **Exhibit A-2**, attached hereto and incorporated herein by reference for all purposes.

Section 3: This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED AND EFFECTIVE ON the 8th day of October, 2019.

CITY OF GEORGETOWN, TEXAS

BY: \_\_\_\_\_  
Dale Ross, Mayor

ATTEST:

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

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Charlie McNabb, City Attorney

**Attachments:**

Exhibit A-1 (Description of Annexation Tract)

Exhibit A-2 (MUD Annexation Survey)



THAT PART OF THE JOHN T. CHURCH SURVEY, ABSTRACT 140 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 40.80 ACRE TRACT OF LAND CONVEYED TO HM CR 176-2243, LP BY DEED RECORDED IN DOCUMENT NO. 2018012540 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN 49.556 ACRE TRACT OF LAND CONVEYED TO HM CR 176-2243, LP BY DEED RECORDED IN DOCUMENT No. 2018023178 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod found on the south line of R. M. 2243 monumenting the northeast corner of the above referenced 40.80 Acre Tract and the northwest corner of a 44.13 Acre Tract of land conveyed to Timothy L. Kennedy by deed recorded in Document No. 2006038439 of the Official Public Records of Williamson County, Texas;

THENCE along the east line of said 40.80 Acre Tract and the west line of said 44.13 Acre Tract, S21°07'17"E a distance of 173.79 feet to a 1/2" iron rod set at a non-tangent point of a curvature to the right, being also the north corner of a 0.054 Acre Tract of land conveyed to Williamson County, Texas by deed recorded in Document No. 2019019964 of the Official Public Records of Williamson County Texas;

THENCE across said 40.80 Acre Tract, said 49.556 Acre Tract and in part along the west line of said 0.054 Acre Tract the following two courses:

1. Southwesterly along said curve, an arc length of 637.10 feet, having a radius of 965.00 feet, a central angle of 37°49'37", and a chord bearing S19°38'15"W, 625.59 feet to a 1/2" iron rod set at a point of tangency;
2. S38°33'04"W a distance of 88.92 feet to a 1/2" iron rod set on the south line of said 49.556 Acre Tract and on the north line of a 1.00 Acre Tract of land conveyed to Thomas D. Diaz III and wife Delissa R. Sharpe-Diaz by Document No. 2003019309 of the Official Public Records of Williamson County, Texas;

THENCE along the south line of said 49.556 Acre Tract and in part with the north line of said 1.00 Acre Tract and the north line of a 26.045 Acre Tract of land conveyed to Tommy Diaz by deed recorded in Document No. 2002058098 of the Official Public Records of Williamson County, Texas and along an old fence the following three courses:

1. S69°06'27"W passing the northwest corner of said 1.00 Acre Tract, in all a distance of 565.71 feet to a 1/2" iron rod with cap labeled RPLS 1847 found;
2. S68°47'24"W a distance of 569.65 feet to a 1/2" iron rod with cap labeled RPLS 1847 found;
3. S69°15'47"W a distance of 831.14 feet to a 60-d nail found;

THENCE across said 49.556 Acre Tract, N21°19'19"W a distance of 417.25 feet to the common line of said south line of the 40.80 Acre Tract and said north line of the 49.556 Acre Tract;

THENCE along said common line, S69°28'39"W a distance of 232.16 feet to a 3/8" iron rod found monumenting the southwest corner of said 40.80 Acre Tract and the southeast corner of an 89.41 Acre Tract conveyed to Anita Martinez, et al by deed recorded in Document No. 2012066513 of the Official Public Records of Williamson County, Texas;

THENCE along the west line of said 40.80 Acre Tract, the east line of said 89.41 Acre Tract, N20°57'39"W a distance of 1093.24 feet to a 1/2" iron rod set on the south line of said R. M. 2243 at the northwest corner of said 40.80 Acre Tract and the northeast corner of said 89.41 Acre Tract;

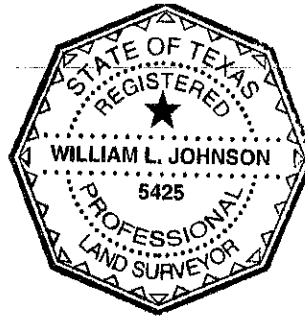
THENCE along the south line of said R. M. 2243 and the north line of said 4.081 Acre Tract the following four courses:

1. N87°13'11"E a distance of 821.47 feet to a TxDOT concrete monument found;
2. N87°11'35"E a distance of 1357.10 feet to a TxDOT concrete monument found at a point on a non-tangent curve to the left;
3. Easterly along said curve, an arc length of 384.08 feet, said curve having a radius of 2904.93 feet, a central angle of 07°34'31" and a chord bearing N83°23'40"E, 383.80 feet to a TxDOT concrete monument found;
4. N79°39'27"E a distance of 246.92 feet to the said Point of Beginning.

Containing 62.048 acres, more or less, as shown on the sketch attached.

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

*William L. Johnson* 4 OCTOBER 2019  
William L. Johnson  
Registered Professional Land Surveyor No. 5425  
State of Texas



RJ Surveying & Associates, Inc.  
2900 Jazz Street, Round Rock, Texas 78664

All iron rods set have RJ Surveying caps  
Bearings are Texas State Plane Central Zone NAD 83

MUD ANNEXATION SURVEY  
A PORTION OF THE JOHN T. CHURCH SURVEY,  
ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS

EXHIBIT A-2

SCALE: 1"=200'

- LEGEND:
- = 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
  - = 1/2" IRON ROD SET WITH RJ SURVEYING CAP (UNLESS OTHERWISE NOTED)
  - ▲ = FOUND NAIL (AS NOTED)
  - = TXDOT CONCRETE MONUMENT FOUND
  - OPRWC = OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
  - DRWC = DEED RECORDS WILLIAMSON COUNTY

THIS DOCUMENT WAS PREPARED UNDER 22TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

William L. Johnson  
WILLIAM L. JOHNSON  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5425  
STATE OF TEXAS  
4 OCTOBER 2019  
DATE

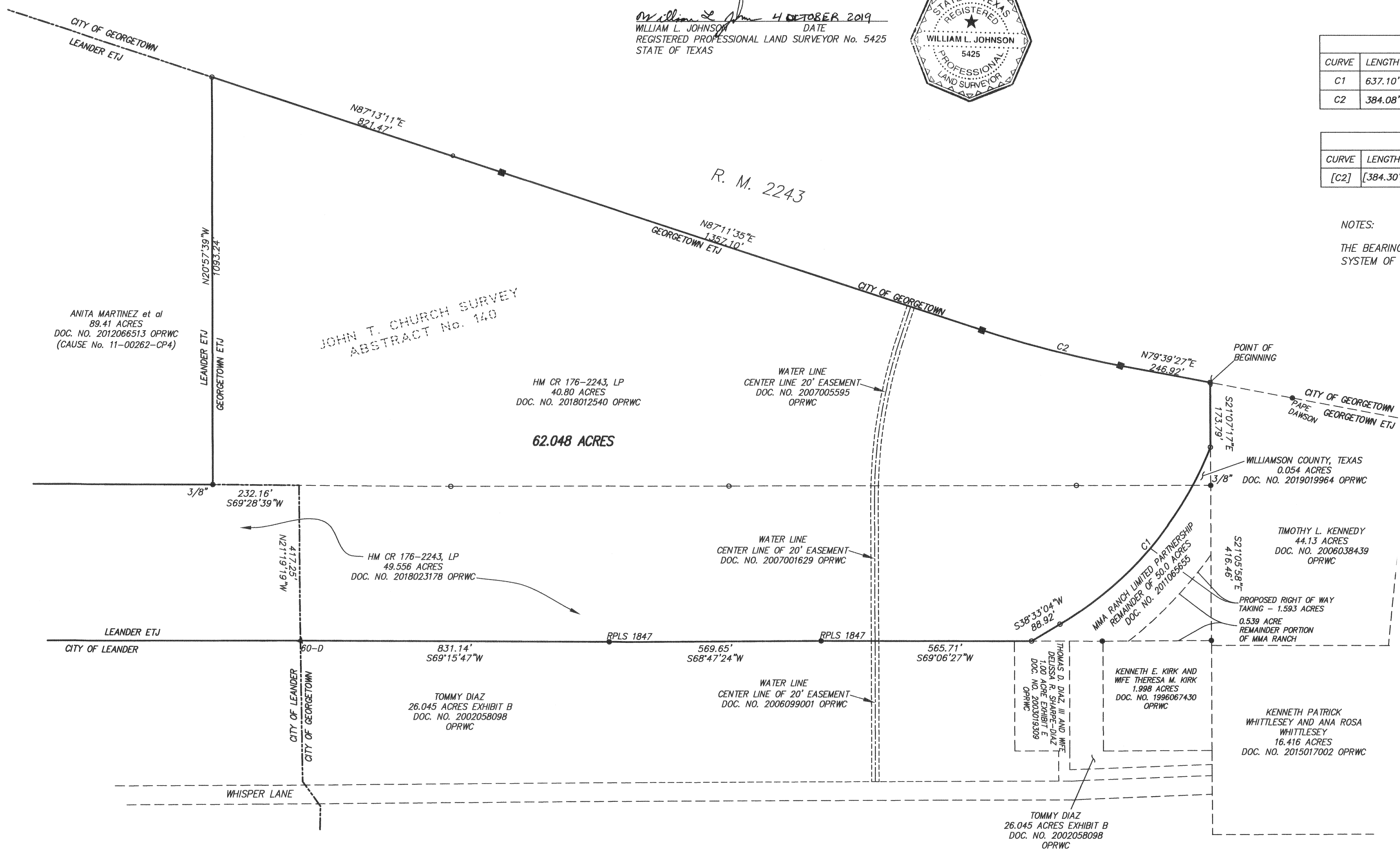


CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C1	637.10'	965.00'	037°49'37"	S19°38'15"W	625.59'
C2	384.08'	2904.93'	007°34'31"	N83°23'40"E	383.80'

RECORD CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
[C2]	[384.30']	[2904.93']	[007°34'47"]	[N85°24'30"E]	[384.02']

NOTES:

THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).



NOTE: Copyright © RJ Surveying & Associates, Inc. All rights reserved. No part of this drawing may be reproduced by photocopying, recording or by any other means, or stored, processed or transmitted in or by any computer or other systems without the prior written permission of the surveyor. Copies of this plan without an original signature and seal are not valid.

SKETCH TO ACCOMPANY DESCRIPTION  
(DESCRIBED ON A SEPARATE ATTACHMENT)

RJ SURVEYING & ASSOCIATES, INC.

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664

F-10015400 (512) 836-4793 FAX: (512) 836-4817

DATE: 11 JANUARY 2018

FIELD BOOK: 992

SCALE: 1" = 200'

JOB NO.: 2669

City of Georgetown, Texas  
City Council Regular Meeting  
October 8, 2019

**SUBJECT:**

Consideration and possible action to approve **three funding agreements** between the City of Georgetown and **Habitat for Humanity of Williamson County** for the administration of the **City's Home Repair Program**, in a total amount not to exceed **\$55,000** – Susan Watkins, Housing Coordinator and James Foutz, Marketing and Conservation Manager

**ITEM SUMMARY:**

**Background**

At the September 24, 2019, City Council Workshop, the City Council reviewed the partnership agreement between the City and Habitat for Humanity of Williamson County (HFHWC) to continue to administer the City's Home Repair Program for FY20. The council also reviewed the addition of use of energy and water conservation funding for the FY20 Home Repair program. The funding for the administration of the City's Home Repair program is from three sources resulting in three separate agreements with HFHWC:

1. The first agreement (Attachment 1) is for the renewal of the partnership agreement with HFHWC to administer the City's Home Repair program as performed in FY18 and FY19 with \$25,000 from the General Fund.
2. The second agreement (Attachment 2) is the agreement with HFHWC for the administration of \$15,000 in energy conservation funding for eligible repairs and improvements.
3. The third agreement (Attachment 3) is the agreement with HFHWC for the administration of \$15,000 in water conservation funding for eligible repairs and improvements.

The partnership agreement for FY2020 (Attachment 1) includes the same goals, eligibility requirements, eligible activities, budget, measures of effectiveness and reporting process as the FY2019 partnership agreement as outlined below:

**Goals**

Under the agreement Habitat will agree to further the City's goals to:

- (1) provide home repairs to homeowners with limited resources;
- (2) avoid demolition by neglect by code enforcement;
- (3) maintain neighborhoods (neighborhood revitalization);
- (4) ensure safety; and
- (5) provide accessibility.

**Eligibility Requirements**

The partnership agreement maintains the City's program guidelines for eligibility. The home on the application must be owner occupied for at least two years (person who lives in the home owns the home and has done so for a minimum of two years), and the applicant must be the homeowner(s). Property taxes must not be outstanding on the property, or the owner must be enrolled in a program with the Tax Assessor. Applicant must submit proof of identification, ownership, and payment of property taxes. The applicant must meet the income eligibility requirement of 50% median income.

**Eligible Activities**

Eligible repairs include exterior improvements (roofing, siding); weatherization (windows); energy efficiency/conservation (plumbing, electrical); accessibility; and safety.

**Budget**

Funding for the program, \$25,000, was approved during the FY2020 budget process. The agreement reflects Habitat's request for an allowance of 10% of the funds to be spent towards volunteer insurance. The agreement maintains that permit fees will be exempted as directed at the July 24, 2018 City Council meeting. Upon expiration of the Agreement, or upon Termination pursuant to Section 5 of the Agreement, Habitat shall return to the City any unused portion of the funds.

**Reporting Process**

Habitat will provide a final report to the City in the format prescribed in the attached Exhibit A of the agreement

on or before December 31, 2020. The report will include: (1) how the City's funds were used; (2) an analysis of the completed work furthered the City goals, and (3) the total numbers served and the total number of Georgetown citizens served.

The second and third agreements (Attachments 2 & 3) include the goals, eligibility requirements, eligible activities, budget, measures of effectiveness and reporting process as outlined below:

### **Goals**

Under the agreement Habitat will agree to further the City's goals to:

- (1) Reduce per capita water usage
- (2) improve customer energy efficiency
- (3) provide home repairs to homeowners with limited resources;

### **Eligibility Requirements**

The partnership agreement maintains the City's program guidelines for eligibility. The home on the application must be owner occupied for at least two years (person who lives in the home owns the home and has done so for a minimum of two years), and the applicant must be the homeowner(s). Property taxes must not be outstanding on the property, or the owner must be enrolled in a program with the Tax Assessor. Applicant must submit proof of identification, ownership, and payment of property taxes. The applicant must meet the income eligibility requirement of 50% median income.

### **Eligible Activities**

Eligible repairs include energy efficiency/conservation measures (weatherization, energy star approved appliances) and water efficiency/conservation measures (plumbing, fixtures).

### **Budget**

Funding for the program, \$15,000 for water conservation related home repairs and \$15,000 for energy efficiency related home repairs, was approved during the FY2020 budget process. The agreement reflects Habitat's request for an allowance of 10% of the funds to be spent towards volunteer insurance. The agreement maintains that permit fees will be exempted as directed at the July 24, 2018 City Council meeting. Upon expiration of the Agreement, or upon Termination pursuant to Section 5 of the Agreement, Habitat shall return to the City any unused portion of the funds.

### **Reporting Process**

Habitat will provide a final report to the City in the format prescribed in the attached Exhibit A of the agreement on or before December 31, 2020. The report will include: (1) how the City's funds were used; (2) an analysis of the completed work furthered the City goals, and (3) the total numbers served and the total number of Georgetown citizens served.

### **Requested Action**

Staff is requesting Council to approve the three funding agreements (Attachments 1-3) with Habitat for Humanity of Williamson County to administer the Home Repair Program with City oversight and financial support.

### **FINANCIAL IMPACT:**

1. \$25,000 was allocated from the General Fund for the Home Repair Program during the FY2020 budget process.
2. \$15,000 was allocated from the energy conservation fund for the Home Repair Program during the FY2020 budget process.
3. \$15,000 was allocated from the water conservation fund for the Home Repair Program during the FY2020 budget process.

### **SUBMITTED BY:**

Susan Watkins, AICP, Housing Coordinator

### **ATTACHMENTS:**

Attachment 1 - HFHWC Partnership Agreement FY20

Attachment 2 - HFHWC Partnership Agreement FY20 Energy

Attachment 3 - HFHWC Partnership Agreement FY20 Water



STATE OF TEXAS                   §  
COUNTY OF WILLIAMSON §

RECITALS:

Page 424 of 570



- 2.1.1 Applicants must be residents of the city (must live within the city limits) and satisfy the set income eligibility requirements. Income eligibility is defined as low-income households at 50% of the Median Income. A household is defined as anyone that resides in the household. Household income is the total income of everyone in the house who is eighteen (18) years or older. Proof of income must be submitted.
- 2.1.2 The home on the application must be owner-occupied for at least two (2) years (person who lives in the home owns the home and has done so for a minimum of two (2) two years), and the applicant must be the homeowner(s). Property taxes must not be outstanding on the property, or the owner must be enrolled in a program with the Tax Assessor. Applicant must submit proof of identification, ownership, and payment of property taxes.
- 2.1.3 Eligible repairs include exterior improvements (roofing, siding); weatherization (windows); energy efficiency/conservation (plumbing, electrical); accessibility; and safety.
- 2.1.4 Habitat will obtain permits for all projects that require permitting. Upon proper City Council approval, the City will waive permit fees for projects completed pursuant to the City's Home Repair Program.
- 2.1.5 Habitat will photograph the property prior to beginning home repairs and upon completion of repairs.
- 2.1.6 Habitat will notify the City within five (5) working days of completion of home repairs.
- 2.1.7 In addition to providing repairs, Habitat will increase outreach and awareness of repair opportunities for low-income families in Georgetown and will further the City's goals of the City's Home Repair Program, including (1) provide home repairs to homeowners with limited resources; (2) avoid demolition by neglect by code enforcement; (3) maintain neighborhoods (neighborhood revitalization); (4) safety; and (5) accessibility.
- 2.1.8 Habitat will provide a final report to the City in the format prescribed in the attached Exhibit A on or before December 31, 2020 that identifies and includes (1) how the City's funds were used; (2) an analysis of the goals set forth in section 2.1.7 of this Agreement; and (3) the total numbers served and the total number of Georgetown residents served.

### 3. COSTS

3.1 The City agrees to pay Habitat an amount not to exceed \$25,000 for use in the City's Home Repair Program. The City will make a one-time lump sum payment on or before December 1, 2019. Habitat may use up to 10% of the total award for volunteer insurance related to delivery of repairs funded by this Agreement. Upon expiration of this Agreement, or upon Termination pursuant to Section 5 of this Agreement, Habitat shall return to the City any unused

portion of the funds.

#### 4. INDEMNIFICATION

4.1 HABITAT SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY HABITAT, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, HABITAT, OR ANY THIRD PARTY.

#### 5. TERMINATION

5.1 This Agreement may be terminated by either Party at any time after providing at least 30 working days' written notice to the other Party.

#### 6. ASSIGNMENT

6.1 Habitat shall not assign, sublet, or transfer its interest in this Agreement without prior written consent of the City, which may be withheld for any reason. If such consent is granted, it shall then be the duty of Habitat, its successors and assigns, to give prompt written notice to the City of any assignment or transfer of any of Habitat's rights in this Agreement.

#### 7. MISCELLANEOUS PROVISIONS

7.1 No Waiver. No waiver by the City of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

7.2 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

7.3 Notice. Any notices required or appropriate under this Agreement shall be given in writing to Habitat at Habitat for Humanity of Williamson County, Attn. Debbie Hoffman, P.O. Box 737, Georgetown, TX 78627, and to the City at City of Georgetown, Attn. City Manager, P.O. Box 409, Georgetown, TX 78627.

7.4 Headings. The paragraph headings contained herein are for convenience of reference and are not intended to define, extend, or limit any provisions of this Agreement.

7.5 Jurisdiction and Venue. This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Williamson County, Texas. This Agreement is made and is to be performed in Williamson County, Texas, and is governed by the laws of the State of Texas.

7.6 Authorization. The signers of this Agreement each hereby represents that he or she has full authority to execute this Agreement on behalf of the party for which he or she is acting.

7.7 Entire Agreement. This Agreement and addenda contain the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon, and supersede all other agreements, oral or otherwise, none of which shall hereafter be deemed to exist or to bind the Parties hereto; it being the intent of the Parties that neither shall be bound by any term, condition, or representation not herein written.

EXECUTED effective as of the date of final signature below.

*[signature pages to follow]*

**HABITAT FOR HUMANITY:**

Habitat for Humanity of Williamson County,  
a Texas non-profit corporation

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON   §

          This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
by \_\_\_\_\_, \_\_\_\_\_ of Habitat for Humanity of Williamson County,  
a Texas non-profit corporation on behalf of said company.

My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

**THE CITY OF GEORGETOWN**

City of Georgetown, Texas,  
a home-rule municipal corporation

By: \_\_\_\_\_  
Dale Ross  
Mayor

ATTEST:

\_\_\_\_\_  
Robyn Densmore  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Charlie McNabb  
City Attorney

THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON   §

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
by Dale Ross, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the city.

My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

### Exhibit A: Final Report

Habitat will take photos of each home before and after repairs are made to submit with the Final Report to the City. In addition, Habitat will report information for each home repair as outlined in the table below.

<b>Fiscal Year</b>	<b>Address</b>	<b>Repair Amount</b>	<b>Work performed by</b>	<b>Repair Detail</b>	<b>Goal met</b>	<b>Number of Georgetown Residents served</b>	<b>Program referral?</b>



STATE OF TEXAS                   §  
COUNTY OF WILLIAMSON         §

---

RECITALS:

1  
Page 431 of 570

Program pursuant to the following City guidelines:

- 2.1.1 Applicants for GUS energy efficiency funds must be customers of the City's electric utility and satisfy the set income eligibility requirements. Income eligibility is defined as low-income households at 50% of the Median Income. A household is defined as anyone that resides in the household. Household income is the total income of everyone in the house who is eighteen (18) years or older. Proof of income must be submitted.
- 2.1.2 The home on the application must be owner-occupied for at least two (2) years (person who lives in the home owns the home and has done so for a minimum of two (2) two years), and the applicant must be the homeowner(s). Property taxes must not be outstanding on the property, or the owner must be enrolled in a program with the Tax Assessor. Applicant must submit proof of identification, ownership, and payment of property taxes.
- 2.1.3 Eligible repairs include energy efficiency/conservation measures (weatherization, energy star approved appliances).
- 2.1.4 Habitat will obtain permits for all projects that require permitting. Upon proper City Council approval, the City will waive permit fees for projects completed pursuant to the City's Home Repair Program.
- 2.1.5 Habitat will photograph the property prior to beginning home repairs and upon completion of repairs.
- 2.1.6 Habitat will notify the City within five (5) working days of completion of home repairs.
- 2.1.7 In addition to providing repairs, Habitat will increase outreach and awareness of repair opportunities for low-income families in Georgetown and will further the City's goals of the City's Home Repair Program, including (1) provide home repairs to homeowners with limited resources; (2) avoid demolition by neglect by code enforcement; (3) maintain neighborhoods (neighborhood revitalization); (4) safety; and (5) accessibility.
- 2.1.8 Habitat will provide a final report to the City in the format prescribed in the attached Exhibit A on or before December 31, 2020 that identifies and includes (1) how the City's funds were used; (2) an analysis of the goals set forth in section 2.1.7 of this Agreement; and (3) the total numbers served and the total number of Georgetown residents served.

### 3. COSTS

3.1 The City agrees to pay Habitat an amount not to exceed \$15,000 for use in the energy efficiency efforts of the City's Home Repair Program. The City will make a one-time lump sum payment on or before December 1, 2019. Habitat may use up to 10% of the total award for volunteer insurance related to delivery of repairs funded by this Agreement. Upon expiration of

this Agreement, or upon Termination pursuant to Section 5 of this Agreement, Habitat shall return to the City any unused portion of the funds.

#### 4. INDEMNIFICATION

4.1 HABITAT SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY HABITAT, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, HABITAT, OR ANY THIRD PARTY.

#### 5. TERMINATION

5.1 This Agreement may be terminated by either Party at any time after providing at least 30 working days' written notice to the other Party.

#### 6. ASSIGNMENT

6.1 Habitat shall not assign, sublet, or transfer its interest in this Agreement without prior written consent of the City, which may be withheld for any reason. If such consent is granted, it shall then be the duty of Habitat, its successors and assigns, to give prompt written notice to the City of any assignment or transfer of any of Habitat's rights in this Agreement.

#### 7. MISCELLANEOUS PROVISIONS

7.1 No Waiver. No waiver by the City of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

7.2 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

7.3 Notice. Any notices required or appropriate under this Agreement shall be given in writing to Habitat at Habitat for Humanity of Williamson County, Attn. Debbie Hoffman, P.O. Box 737, Georgetown, TX 78627, and to the City at City of Georgetown, Attn. City Manager, P.O. Box 409, Georgetown, TX 78627.

7.4 Headings. The paragraph headings contained herein are for convenience of

reference and are not intended to define, extend, or limit any provisions of this Agreement.

7.5 Jurisdiction and Venue. This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Williamson County, Texas. This Agreement is made and is to be performed in Williamson County, Texas, and is governed by the laws of the State of Texas.

7.6 Authorization. The signers of this Agreement each hereby represents that he or she has full authority to execute this Agreement on behalf of the party for which he or she is acting.

7.7 Entire Agreement. This Agreement and addenda contain the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon, and supersede all other agreements, oral or otherwise, none of which shall hereafter be deemed to exist or to bind the Parties hereto; it being the intent of the Parties that neither shall be bound by any term, condition, or representation not herein written.

EXECUTED effective as of the date of final signature below.

*[signature pages to follow]*

**HABITAT FOR HUMANITY:**

Habitat for Humanity of Williamson County,  
a Texas non-profit corporation

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON   §

          This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
by \_\_\_\_\_, \_\_\_\_\_ of Habitat for Humanity of Williamson County,  
a Texas non-profit corporation on behalf of said company.

My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

**THE CITY OF GEORGETOWN**

City of Georgetown, Texas,  
a home-rule municipal corporation

By: \_\_\_\_\_  
Dale Ross  
Mayor

ATTEST:

\_\_\_\_\_  
Robyn Densmore  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Charlie McNabb  
City Attorney

THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON   §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019  
by Dale Ross, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the city.

My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS



### Exhibit A: Final Report

Habitat will take photos of each home before and after repairs are made to submit with the Final Report to the City. In addition, Habitat will report information for each home repair as outlined in the table below.

<b>Fiscal Year</b>	<b>Address</b>	<b>Repair Amount</b>	<b>Work performed by</b>	<b>Repair Detail</b>	<b>Goal met</b>	<b>Number of Georgetown Residents served</b>	<b>Program referral?</b>

**AGREEMENT BETWEEN THE CITY OF GEORGETOWN AND  
HABITAT FOR HUMANITY OF WILLIAMSON COUNTY**

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

This Agreement (“Agreement”) by and between the City of Georgetown, Texas, a home-rule municipal corporation located in Williamson County, Texas (the “City”), and Habitat for Humanity of Williamson County, a Texas non-profit corporation (“Habitat”), (collectively, the “Parties”), for the fiscal year from October 1, 2019 through September 30, 2020, and is as follows:

**RECITALS:**

The City values partnerships with organizations that are committed to addressing our community’s greatest public challenges; and

The purpose of City funding to the nonprofit sector is to cultivate and sustain partnerships with 501(c)(3) organizations that strengthen the City’s key priorities in public safety, transportation, housing, parks and recreation, energy efficiency and water conservation, veteran services and safety net; and

The City of Georgetown Water Conservation Plan calls for the City to build upon partnerships with community organizations to promote water efficiency; and

The City established a Home Repair Program in 2008 to provide home repairs to homeowners who are residents of the City and have limited resources, and Georgetown Utility Systems (GUS) desires to support the water conservation efforts of the City’s Home Repair Program; and

The City finds that Habitat provides housing services for the community, accomplishes a public purpose, and benefits the community of Georgetown, Texas as it enhances the quality of life, preserves neighborhoods, conserves resources through improving energy efficiency and water conservation, and eliminates conditions detrimental to public health and safety per Chapter 373 of the Texas Local Government Code; and

The City finds that the services Habitat will provide pursuant to this Agreement are services that the City would provide, absent this Agreement, within the vision and limitations otherwise placed upon the City.

The Parties agree as follows:

**1. RECITALS ADOPTED**

1.1 The recitals set out above in this instrument are hereby adopted in whole as though each were set out herein.

## 2. CITY HOME REPAIR PROGRAM REQUIREMENTS AND ADMINISTRATION

2.1 Habitat will administer the water conservation efforts of the City's Home Repair Program pursuant to the following City guidelines:

- 2.1.1 Applicants for GUS water conservation funds must be customers of the City's water utility and satisfy the set income eligibility requirements. Income eligibility is defined as low-income households at 50% of the Median Income. A household is defined as anyone that resides in the household. Household income is the total income of everyone in the house who is eighteen (18) years or older. Proof of income must be submitted.
- 2.1.2 The home on the application must be owner-occupied for at least two (2) years (person who lives in the home owns the home and has done so for a minimum of two (2) two years), and the applicant must be the homeowner(s). Property taxes must not be outstanding on the property, or the owner must be enrolled in a program with the Tax Assessor. Applicant must submit proof of identification, ownership, and payment of property taxes.
- 2.1.3 Eligible repairs include water efficiency/conservation measures (plumbing, fixtures).
- 2.1.4 Habitat will obtain permits for all projects that require permitting. Upon proper City Council approval, the City will waive permit fees for projects completed pursuant to the City's Home Repair Program.
- 2.1.5 Habitat will photograph the property prior to beginning home repairs and upon completion of repairs.
- 2.1.6 Habitat will notify the City within five (5) working days of completion of home repairs.
- 2.1.7 In addition to providing repairs, Habitat will increase outreach and awareness of repair opportunities for low-income families in Georgetown and will further the City's goals of the City's Home Repair Program, including (1) provide home repairs to homeowners with limited resources; (2) avoid demolition by neglect by code enforcement; (3) maintain neighborhoods (neighborhood revitalization); (4) safety; and (5) accessibility.
- 2.1.8 Habitat will provide a final report to the City in the format prescribed in the attached Exhibit A on or before December 31, 2020 that identifies and includes (1) how the City's funds were used; (2) an analysis of the goals set forth in section 2.1.7 of this Agreement; and (3) the total numbers served and the total number of Georgetown residents served.

## 3. COSTS

- 3.1 The City agrees to pay Habitat an amount not to exceed \$15,000 for use in the water

conservation efforts of the City's Home Repair Program. The City will make a one-time lump sum payment on or before December 1, 2019. Habitat may use up to 10% of the total award for volunteer insurance related to delivery of repairs funded by this Agreement. Upon expiration of this Agreement, or upon Termination pursuant to Section 5 of this Agreement, Habitat shall return to the City any unused portion of the funds.

#### 4. INDEMNIFICATION

4.1 HABITAT SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY HABITAT, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, HABITAT, OR ANY THIRD PARTY.

#### 5. TERMINATION

5.1 This Agreement may be terminated by either Party at any time after providing at least 30 working days' written notice to the other Party.

#### 6. ASSIGNMENT

6.1 Habitat shall not assign, sublet, or transfer its interest in this Agreement without prior written consent of the City, which may be withheld for any reason. If such consent is granted, it shall then be the duty of Habitat, its successors and assigns, to give prompt written notice to the City of any assignment or transfer of any of Habitat's rights in this Agreement.

#### 7. MISCELLANEOUS PROVISIONS

7.1 No Waiver. No waiver by the City of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

7.2 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

7.3 Notice. Any notices required or appropriate under this Agreement shall be given in writing to Habitat at Habitat for Humanity of Williamson County, Attn. Debbie Hoffman, P.O. Box 737, Georgetown, TX 78627, and to the City at City of Georgetown, Attn. City Manager, P.O.

Box 409, Georgetown, TX 78627.

7.4 Headings. The paragraph headings contained herein are for convenience of reference and are not intended to define, extend, or limit any provisions of this Agreement.

7.5 Jurisdiction and Venue. This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Williamson County, Texas. This Agreement is made and is to be performed in Williamson County, Texas, and is governed by the laws of the State of Texas.

7.6 Authorization. The signers of this Agreement each hereby represents that he or she has full authority to execute this Agreement on behalf of the party for which he or she is acting.

7.7 Entire Agreement. This Agreement and addenda contain the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon, and supersede all other agreements, oral or otherwise, none of which shall hereafter be deemed to exist or to bind the Parties hereto; it being the intent of the Parties that neither shall be bound by any term, condition, or representation not herein written.

EXECUTED effective as of the date of final signature below.

*[signature pages to follow]*

**HABITAT FOR HUMANITY:**

Habitat for Humanity of Williamson County,  
a Texas non-profit corporation

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON   §

          This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
by \_\_\_\_\_, \_\_\_\_\_ of Habitat for Humanity of Williamson County,  
a Texas non-profit corporation on behalf of said company.

My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

**THE CITY OF GEORGETOWN**

City of Georgetown, Texas,  
a home-rule municipal corporation

By: \_\_\_\_\_  
Dale Ross  
Mayor

ATTEST:

\_\_\_\_\_  
Robyn Densmore  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Charlie McNabb  
City Attorney

THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON   §

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
by Dale Ross, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the city.

My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS



### Exhibit A: Final Report

Habitat will take photos of each home before and after repairs are made to submit with the Final Report to the City. In addition, Habitat will report information for each home repair as outlined in the table below.

<b>Fiscal Year</b>	<b>Address</b>	<b>Repair Amount</b>	<b>Work performed by</b>	<b>Repair Detail</b>	<b>Goal met</b>	<b>Number of Georgetown Residents served</b>	<b>Program referral?</b>

# Home Repair FY20

October 8, 2019

# Action Requested

- Approval of three agreements between the City of Georgetown and Habitat for Humanity for the administration of the City's Home Repair Program

# FY20 Funding

- \$130K Total Funding
  - \$75K - CDBG funds from Williamson County
  - \$55K - City of Georgetown
    - \$25,000 (General Fund)
    - \$15,000 (Conservation – Energy)
    - \$15,000 (Conservation – Water)

# Agreements

- \$25,000 (General Fund – renewal from past two fiscal years)
- \$15,000 (Conservation – Energy conservation – New in FY20)
- \$15,000 (Conservation – Water conservation – New in FY20)

# Action Requested

- Approval of three agreements between the City of Georgetown and Habitat for Humanity for the administration of the City's Home Repair Program

City of Georgetown, Texas  
City Council Regular Meeting  
October 8, 2019

**SUBJECT:**

**Second Reading** of an Ordinance on a request to **rezone 0.43 acres** out of Block 67 of the Lost Addition, **from** the Planned Unit Development (**PUD**) **district to the Mixed Use Downtown (MU-DT) district**, generally located at **401 W University Avenue** -- Sofia Nelson, CNU-A, Planning Director

**ITEM SUMMARY:**

**Overview of Applicant's Request:**

The applicant is requesting to rezone the properties at 401 W University to the Mixed Use Downtown district.

**Planning & Zoning Commission (P&Z) Action:**

At their meeting on September 3, 2019, the P&Z recommended approval of the rezoning request for the property located at 401 W University Ave. The recommendation was 6-1.

**City Council Action:**

At their September 24, 2019 meeting, the City Council approved First Reading of the request.

**FINANCIAL IMPACT:**

None. The applicant has paid all required fees.

**SUBMITTED BY:**

Chelsea Irby, Senior Planner

**ATTACHMENTS:**

2019-11-REZ - P&Z Staff Report

Exhibit 1 - Location Map

Exhibit 2 - Future Land Use Map

Exhibit 3 - Zoning Map

Exhibit 4 - MU-DT Standards and Permitted Uses

Exhibit 5 - Letter of Intent

Public Comments - In Favor

Public Comments - In Opposition

Ordinance with Exhibits

Opposition Letter



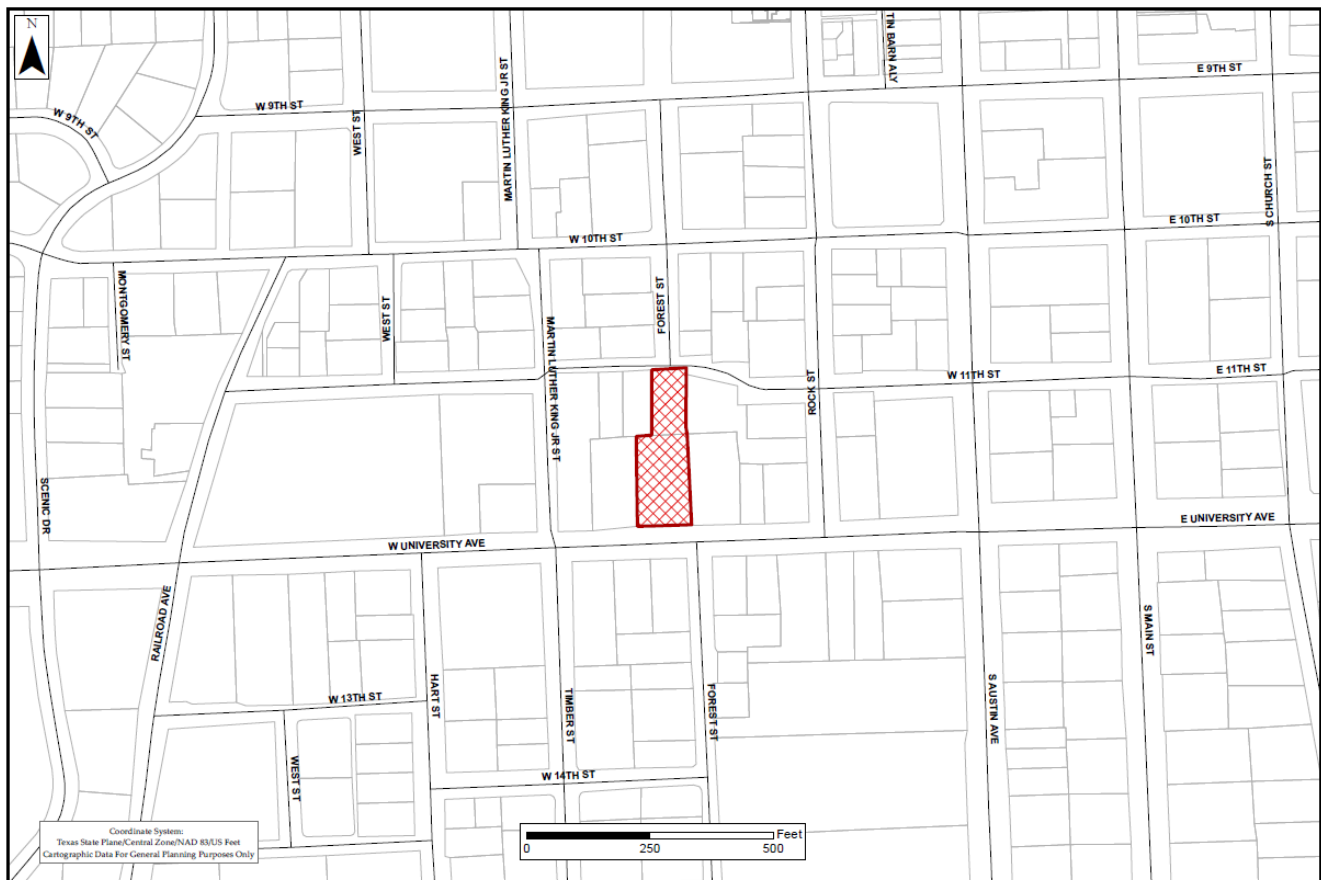


## Planning and Zoning Commission Planning Department Staff Report

**Report Date:** August 30, 2019  
**Case No:** 2019-11-REZ  
**Project Planner:** Chelsea Irby

### Item Details

**Project Name:** 400 W University and 400 W 11<sup>th</sup> Rezoning  
**Project Location:** 400 W University and 400 W 11<sup>th</sup>, within City Council district No. 6.  
**Total Acreage:** 0.65  
**Legal Description:** 0.65 acres out of Blocks 67 and 68 of the Lost Addition  
**Applicant:** Lee McIntosh  
**Property Owner:** Lee McIntosh  
**Request:** Zoning Map Amendment to rezone the subject property from **Residential Single-Family (RS) and Planned Unit Development (PUD) to Mixed Use Downtown (MU-DT)**.  
**Case History:** This is the first public hearing of this request.



*Location Map*

## Planning Department Staff Report

---

### Overview of Applicant's Request

The applicant is requesting to rezone the properties at 401 W University and 400 W. 11<sup>th</sup> Street to the Mixed Use Downtown (MU-DT) district to expand the existing office and create a new parking area.

### Site Information

#### Location:

The subject property is located near the northeast corner of University Avenue and Martin Luther King Jr. Street. The southern portion is currently used as an office and the northern portion is undeveloped.

#### Physical and Natural Features:

The subject property has little natural features and no tree cover.

#### Future Land Use and Zoning Designations:

The subject property has an existing Future Land Use designation of Moderate Density Residential and Specialty Mixed Use Area and is currently zoned Residential Single-Family (RS) and Planned Unit Development (PUD). The subject property is also in the Downtown Overlay (Area 2).

#### Surrounding Properties:

The surrounding area is a mix of non-residential and residential. This area is a transitional area into the Downtown area and is in the Downtown Overlay District. There are many houses that have been converted to non-residential uses in this area along the University Avenue corridor. The area to the north is primarily residential.

The current zoning, Future Land Use designation, and existing uses of the adjacent properties to the north, south, east and west are outlined in the table below:

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
<b>North</b> (across W 11 <sup>th</sup> St)	Residential Single-Family (RS)	Moderate Density Residential (MDR)	Residential
<b>South</b> (across University Ave)	Mixed Use Downtown (MU-DT)	Specialty Mixed Use Area (SMUA)	Office
<b>East</b>	RS and Office (OF)	MDR and SMUA	Office and Parking
<b>West</b>	RS and MU-DT		Office



*Aerial Map*

### **Property History:**

In 1999, the southern portion of the property was rezoned from Residential Single-Family (RS) to Residential Planned, with a site plan. This is the equivalent of a Planned Unit Development (PUD) with a base district of RS.

### **Comprehensive Plan Guidance**

#### **Future Land Use Map:**

The Specialty Mixed-Use Area designation accommodates large-scale mixed-use developments that are mostly commercial and usually near intense regional commercial uses and the I-35 corridor. This category encourages the creation of well planned “centers” designed to integrate a variety of complementary uses, with an emphasis on retail, offices, and entertainment activities. These centers may also include civic facilities and parks or other green spaces. Housing, in the form of apartments, townhomes, condominiums, and live-work spaces, is also encouraged in these mixed-use areas, generally in higher densities. These areas should be designed in a pattern of pedestrian-oriented, storefront-style shopping streets, with shared parking and strong pedestrian linkages to the surrounding areas.

#### **Growth Tier:**

**Tier 1A** is that portion of the city where infrastructure systems are in place, or can be economically provided, and where the bulk of the city’s growth should be guided over the near term. Within Tier 1A, the city is called on to conduct assessments of public facility conditions and capacities, and to

## Planning Department Staff Report

---

prioritize short and long term capital investments so as to ensure that infrastructure capacity is sufficient to serve development intensities as indicated on the Future Land Use Map and in the zoning districts.

### **Downtown Master Plan:**

The area south of the downtown core along Austin Avenue and University Avenue is an important “service” area for the primary retail and entertainment focus of the Downtown Core. Today, it contains many buildings that have a strip commercial character, but in the future it should be more urban in character, with buildings constructed to the street edge and continuous sidewalks accommodating pedestrian activity.

University Avenue is a major point of access into the downtown and the historic Old Town neighborhood from the interstate. It does not provide, however, a strong image for the downtown experience. It is not pedestrian-friendly. This southern portion of Austin Avenue has followed this auto-dominated pattern. Sidewalks are lacking with the exception of the new retail center on the northeast corner of University and Austin. New sidewalk upgrades have occurred along Main Street in this area, which has helped elevate the character and identity of this area. This area includes a mix of traditional commercial storefronts, transitional business uses and residential structures that have been converted to commercial uses. Other houses remain residential in use. A recent adaptive use project, the conversion of Wesleyan Retirement Center to office space, has demonstrated the potential for larger companies to locate in the downtown when adequate space is available. At the same time, more services are needed in this area to cater to this employment base.

### RECOMMENDED PROJECTS

- Mixed-use buildings with retail on the ground floor along Austin Avenue
- Restaurants
- Multifamily housing
- Professional offices, including startup incubator space
- Neighborhood-based services, including day care
- Neighborhood parks
- Improved sidewalks, streetscapes and landscaping

### **Utilities**

The subject property is located within the City’s service area for water, wastewater, and electric. It is anticipated that there is adequate capacity to serve the subject property at this time. A Utility Evaluation may be required at time of Site Development Plan to determine capacity and any necessary utility improvements.

### **Transportation**

The subject property is has frontage on University Avenue (Major Arterial) and W 11<sup>th</sup> Street (Residential Street).

*Arterial streets* provide traffic movement through and between different areas within the city and access to adjacent land uses. Access is more controllable because driveway spacing requirements are

## Planning Department Staff Report

---

much greater and, if safety dictates, overall access can be limited to specific turning movements. Major Arterials connect major traffic generators and land use concentrations and serve much larger traffic volumes over greater distances.

*Residential streets* are intended to provide access to adjoining properties by collecting the traffic from surrounding areas and distributing it to adjoining collectors or arterial streets. Local streets can access both collector level streets and arterial level streets.

A Traffic Impact Analysis (TIA) will be required at time of Site Development Plan for any development that generates more than two thousand (2,000) average daily trips based upon the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual.

### Proposed Zoning district

The Mixed Use Downtown District (MU-DT) is intended to provide a location for a mix of land uses including general commercial and retail activities, office as well as single-family and multi-family in the downtown area. Developments in the MU-DT District are typically smaller in size and scope although there may be occasionally heavy traffic. The Mixed Use Downtown District is only appropriate in the traditional downtown area of Georgetown. Properties in MU-DT shall meet the design requirements of the Downtown Overlay District, and Downtown and Old Town Design Guidelines.

Permitted uses in this district include, but are not limited to inn, restaurant, personal services, single-family detached, parking lot, and banking and financial services. Other uses such as bed and breakfast, general office, upper-story residential, and daycare are permitted subject to specific design limitations to ensure compatibility with the surrounding properties. Certain land uses including hotel, theatre, medical or dental clinic, assisted living, multi-family attached, and community center uses may be permitted subject to approval of a Special Use Permit (SUP). Exhibit 4 contains a comprehensive list of MU-DT district permitted uses and development standards.

### Intergovernmental and Interdepartmental Review

The proposed rezoning request was reviewed by all applicable City Departments to determine the appropriateness of the requested zoning on the subject property. No comments were issued regarding the zoning request.

### Approval Criteria

Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the **proposed request complies with 4 of the 5 established in UDC 3.06.030 for a Rezoning**, as outlined in the attached Staff Report.

REZONING APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
1. The application is complete and the information contained within the application is sufficient and	<b>Complies</b>	An application must provide the necessary information to review and make a knowledgeable decision in order for staff to

## Planning Department Staff Report

REZONING APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
correct enough to allow adequate review and final action.		schedule an application for consideration by the Planning and Zoning Commission and City Council. This application was reviewed by staff and deemed to be complete.
2. The zoning change is consistent with the Comprehensive Plan.	<b>Partially Complies</b>	<p>The northern portion of the property has a Future Land Use Designation of Moderate Density Residential (MDR) and the southern portion has a Future Land Use Designation of Specialty Mixed Use Area (SMUA).</p> <p>The rezoning request of MU-DT for southern portion of the property (along University Ave.) complies with the Comprehensive Plan. MU-DT is the preferred zoning for the SMUA designation. This zoning category would allow for the uses and special projects that the Downtown Master Plan promotes in the Downtown South Character Area.</p> <p>The rezoning request of MU-DT for the northern portion of the property (along 11<sup>th</sup> Street) does not comply with the Comprehensive Plan. The MDR designation calls for primarily residential uses with non-residential uses located on major thoroughfares. 11<sup>th</sup> Street is classified as a residential street.</p>
3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	<b>Partially Complies</b>	The rezoning request of MU-DT for the southern portion of the property promotes orderly development. While there is residential to the east, non-residential uses are more appropriate along University and rezoning request complies with the Comprehensive Plan and

## Planning Department Staff Report

REZONING APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
		<p>Downtown Master Plan.</p> <p>The rezoning request of MU-DT for the northern portion of the property does not create a smooth transition of uses. There is residential to the west and a residential area to the north. There are other zoning districts like Neighborhood Commercial (CN) and Office (OF) that would create a smooth transition between MU-DT along University Ave. and residential to the north.</p>
<p>4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.</p>	<p><b>Partially Complies</b></p>	<p>The adjacent area is a mix of Mixed Use Downtown (MU-DT), Office (OF), and Residential Single-Family (RS). The adjacent area is also within the Downtown Overlay District, as is the subject property.</p> <p>The rezoning of the southern portion of the property to MU-DT is compatible with surrounding zoning, because non-residential uses are appropriate along the University Avenue corridor.</p> <p>However, the rezoning of the northern portion of the property to MU-DT partially complies because of the adjacency to residential. The MU-DT category allows intense uses like inns, commercial parking lots, live music and entertainment, upper story residential, and general retail. Additionally the zoning designation allows for zero setbacks. The mix of uses and lack of setbacks would not protect the adjacent residential areas.</p>



## Planning Department Staff Report

---

REZONING APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.	<b>Complies</b>	Developed separately or together, the subject properties are able to accommodate the allowed uses and the development standards permitted in the MU-DT district.

Overall, the request for Mixed Use Downtown (MU-DT) is appropriate because it removes residential zoning from a primarily non-residential corridor. It would also allow for the uses and special projects that the Downtown Master Plan promotes in the Downtown South Character Area. However, the MU-DT designation for the northern portion of the property would be compatible adjacent to residential because of allowed uses and zero setbacks.

### Meetings Schedule

9/3/2019 – Planning and Zoning Commission  
9/24/2019 – City Council First Reading of the Ordinance  
10/10/2019 – City Council Second Reading of the Ordinance

### Public Notification

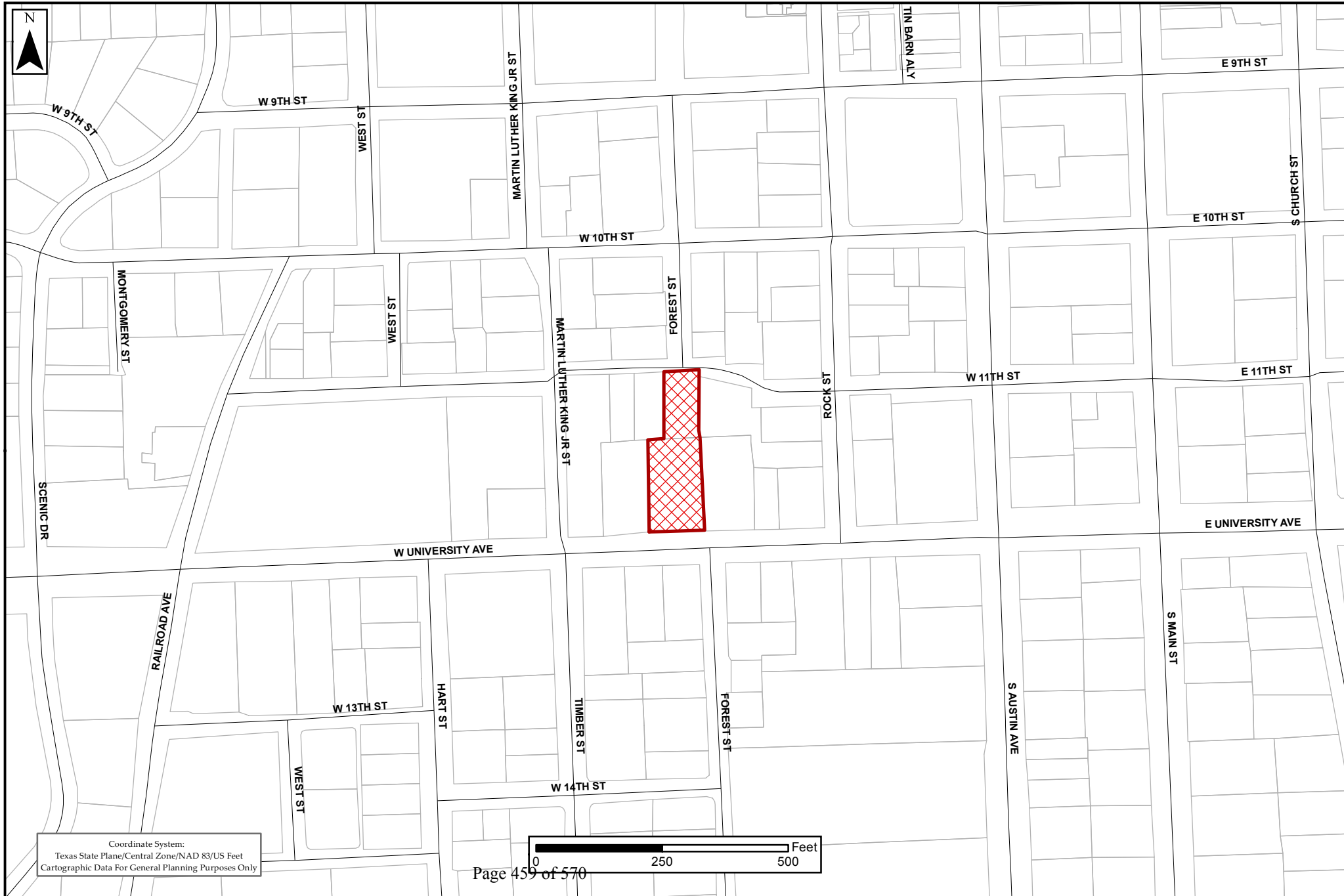
As required by the Unified Development Code, all property owners within a 300-foot radius of the subject property and within the subdivision were notified of the Zoning Map Amendment request (40 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (August 18, 2019) and signs were posted on-site. To date, staff has received zero (0) written comments in favor, and zero (0) in opposition to the request.

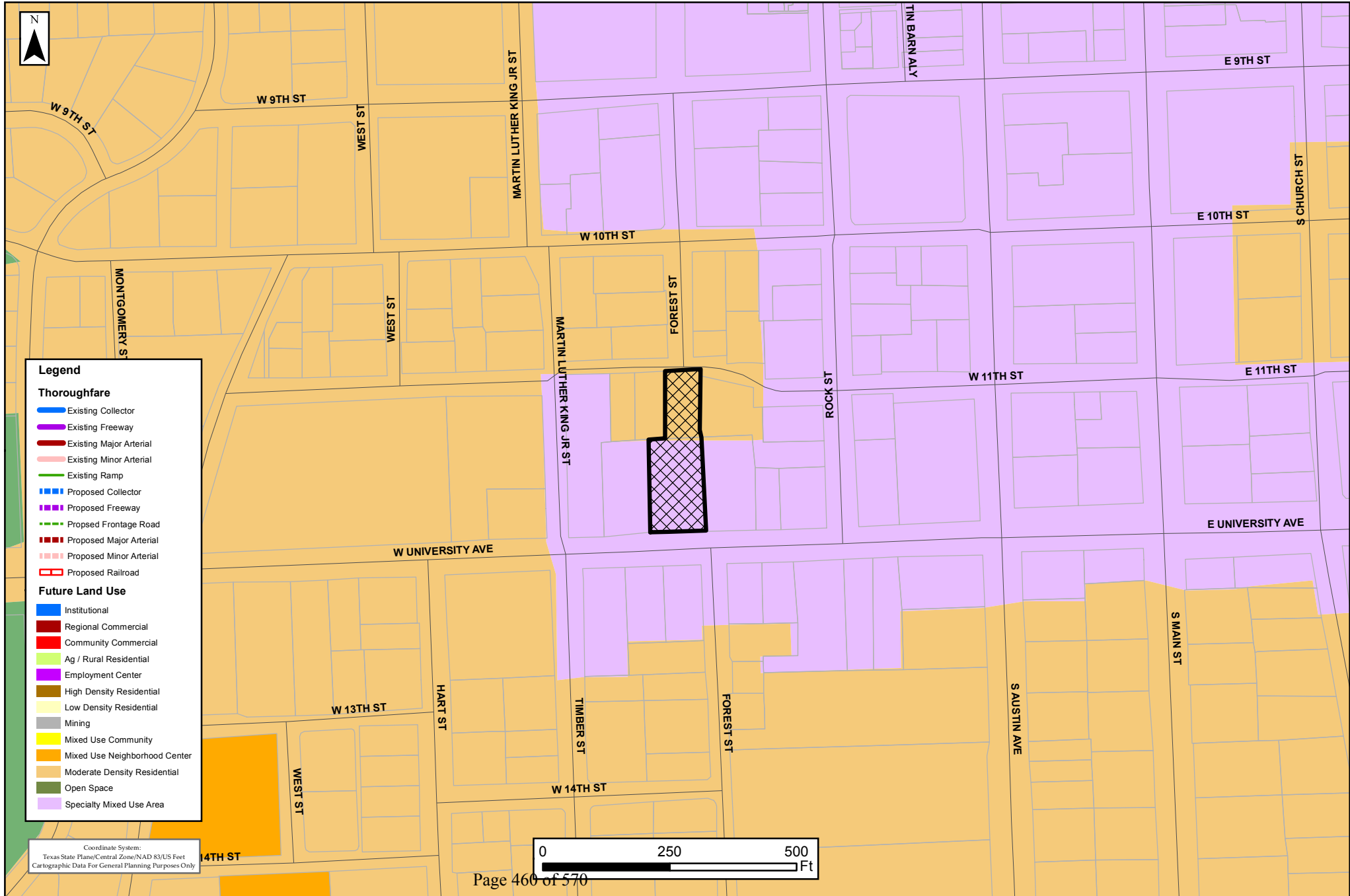
### Attachments

Exhibit 1 – Location Map  
Exhibit 2 – Future Land Use Map  
Exhibit 3 – Zoning Map  
Exhibit 4 – Design and development standards of the MU-DT district  
Exhibit 5 – Letter of Intent

# Location Map 2019-11-REZ Exhibit #1

- Legend
-  Site
  -  Parcels
  -  City Limits
  -  Georgetown ETJ





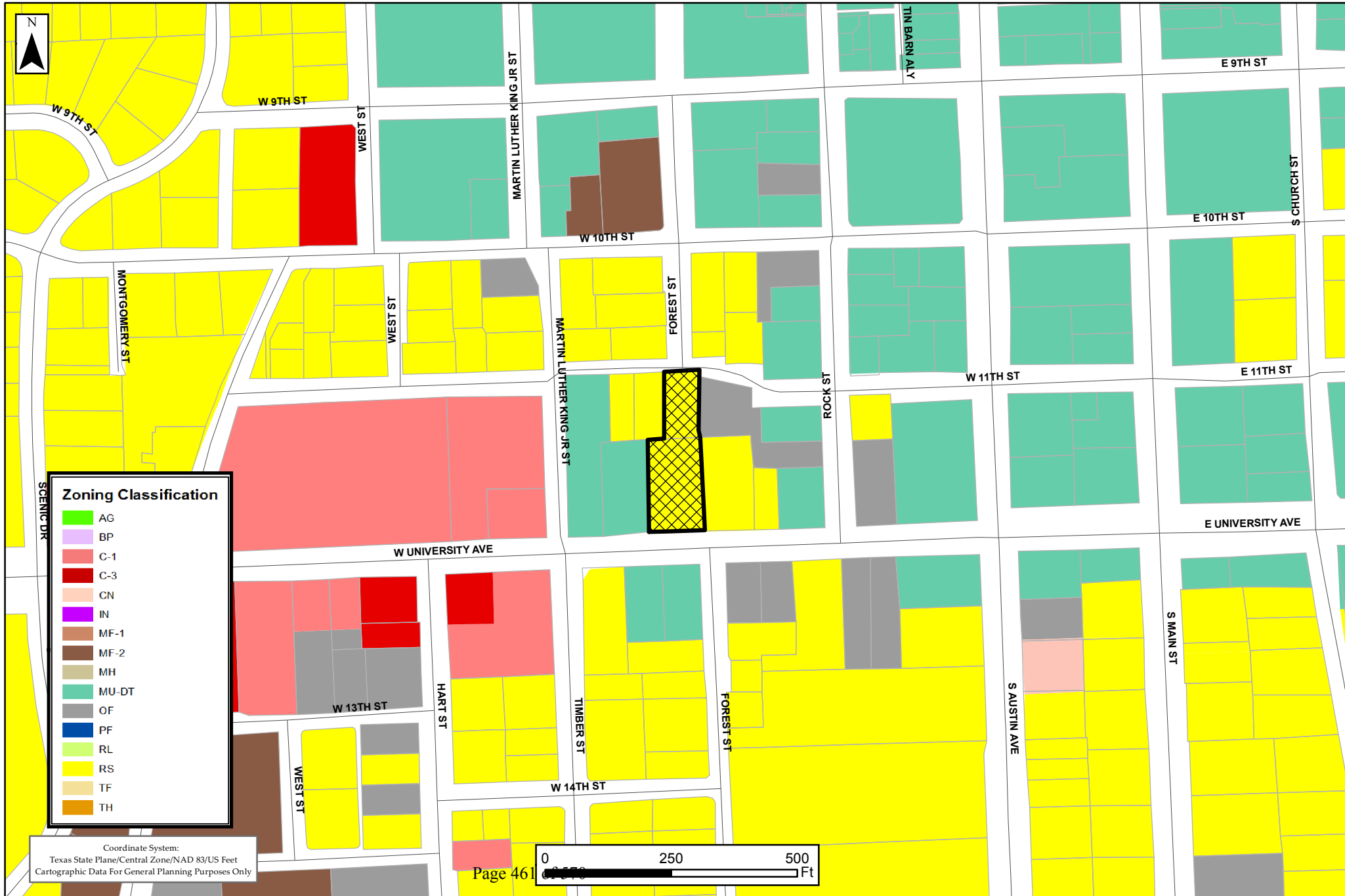
# Zoning Information

## 2019-11-REZ

### Exhibit #3

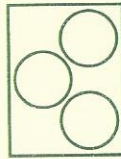
Legend

- Site
- Parcels
- City Limits
- Georgetown ETJ



## Mixed Use Downtown (MU-DT) District

District Development Standards		
Maximum Density = NA	Front Setback = 0 feet	Bufferyard = 10 feet with plantings
Maximum Building Height = 40 feet	Side Setback = 0 feet	adjacent to AG, RE, RL, RS,TF, or MH
Maximum Units per Building = NA	Side Setback to Residential = 0 feet	districts
	Rear Setback = 0 feet	adjacent to residences in AG
	Rear Setback to Residential = 0 feet	
Specific Uses Allowed within the District		
Allowed by Right	Subject to Limitations	Special Use Permit (SUP) Required
Inn	Bed and Breakfast	Hotel (boutique)
Restaurant, General	Bed and Breakfast (with events)	Hotel (Full service)
Food Catering Services	Microbrewery or Microwinery	Restaurant (drive thru)
Home Health Care Services	Live Music or Entertainment	Bar, Tavern or Pub
Medical or Dental Office	General Office	Theater (Movie or live)
Farmers Market	Integrated Office Center	Mebership (Club or Lodge)
Arisan Studio/Gallery	General Retail	Event Facility
Personal Services	Upper story residential	Commercial Recreation
Dry Cleaning Service (drop off only)	Home based business	Bld or Plasma Center
Laundromat	Daycare (family home)	Diagnostic Center
Printing, Mailing, Reproduction Services	Daycare (goup)	Medical or Dental Clinic
Banking and Financial Services	Religious assembly facilities	Medical Complex
Consumer Repair	Religious assembly facilities (with columbaria)	Post Surgical Recovery Center
Vet Clinic (Indoor pens only)	Public Park (neighborhood)	Surgey Center
Single Family Detached	Heliport	Urgent Care Facility
Group Home (6 residents or less)	Utility Services Intermediate	Personal Services (restricted)
Emergency Services Station	Wireless Transmission Facility (40 ft or less)	Fitness Center
Government or Postal Office		Townhouse
Library or Museum		Multi-family attached dwelling units
Neature Preserve or Community Garden		Accessory dwelling unit
Parking Lot (offsite)		Group Home (7-15 residents)
Parking Lot (commercial)		Assisted Living
Park and Ride Facility		Hospice
Transit Passenger Terminal		Rooming or Boarding House
Uitlility Services (Minor)		School, College or University
		School, Business or Trade
		Activity Center (Youth or Senior)
		Community Center
		Correctional Facility
		Social Service Facility
		Transient Service Facility
		Hospital
		Hospital, Psychiatric
		Private Transport Service Dispatch Facility



## MC INTOSH HOLDINGS, L.L.C.

Thursday, June 13, 2019

Chelsea Irby  
Development Services  
City of Georgetown  
406 West 8<sup>th</sup> Street  
Georgetown Texas 78626

Re: Letter of Intent  
Rezoning 400 W. 11th

Dear Chelsea,

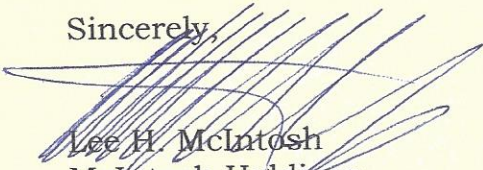
Attached please find the pertinent data for our Rezoning Application of 400 W. 11<sup>th</sup> Street. As you are aware, this application is being made in conjunction with our property at 401 West University. Our plans are to expand the offices at 401 and convert this property to a parking lot.

The property is currently zoned RS and is .218 acres in size. We are seeking DTMU for this lot. Approximately two years ago, this property was taken in to the downtown overlay with the anticipation that it be rezoned DTMU and developed as a commercial lot. We come at this time seeking that zoning.

Because the lot is only seventy feet wide and we have buffer yard requirements, we will need to use angle parking to achieve two rows of spaces on this lot. We have looked at applying for other zoning but the buffer yards are 15 feet instead of ten and it makes the parking lot too narrow and unusable. With DTMU we can meet the planning requirements and achieve our parking objective.

This zoning is consistent with the neighboring properties and comprehensive plan. It requires no utilities and will reduce parking pressure on the neighborhood by expanding the parking of an existing development instead of construction a new building which will potentially increase that pressure.

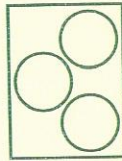
Sincerely,



Lee H. McIntosh  
McIntosh Holdings

— Established 1940 —





## MC INTOSH HOLDINGS, L.L.C.

Wednesday, July 24, 2019

Chelsea Irby  
Development Services  
City of Georgetown  
406 West 8<sup>th</sup> Street  
Georgetown Texas 78626

Re: Letter of Intent  
Rezoning 401 West University

Dear Chelsea,

Attached please find the pertinent data for our Rezoning Application of 401 W. University Street. This property is a legal lot of .432 acres and is currently zoned as a PUD. This PUD designation was adopted back in 2000 and is no longer used for this type of application. As we are rezoning the adjacent lot to DTMU, it seemed the appropriate time to clean up the antiquated zoning on this property. By rezoning to DTMU, the property would be made consistent with the 2030 land use designation.

This property has been in the downtown overlay since the designation was created and the City's long term plans have always had this property targeted for DTMU or its equivalent. Our plans are to expand the existing office to the north, losing three spaces, and create additional parking on 400 W. 11<sup>th</sup>. This zoning is administrative and in no way affect our ability to develop this property in the method we intend.

This is the appropriate zoning for this lot and the appropriate time to correct this inconsistency in our downtown zoning map.

Sincerely,



Lee H. McIntosh  
McIntosh Holdings

401 LOI

- Established 1940 -





CITY OF GEORGETOWN  
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

Project Name/Address: 400 West 11<sup>th</sup> Street and 401 W University Avenue

Project Case Number: 2019-11-REZ P&Z Date: September 3, 2019 Case Manager: Chelsea Irby

Name of Respondent: Jay King  
(Please print name)

Signature of Respondent: [Signature]  
(Signature required for protest)

Address of Respondent: 1217 Timber St.  
(Address required for protest)

I am in FAVOR: ✓ I OBJECT: \_\_\_\_\_

Additional Comments:

THE PROJECT @ 401 UNIVERSITY IS FULLY IN FAVOR AS IT WILL  
CONTINUE TO ACCELERATE THE LOCAL BUSINESS GROWTH, WHILE  
MAINTAINING THE VERY UNIQUE HOME-STYLE CHARM OF THIS  
SPECIFIC AREA OF DOWNTOWN GEORGETOWN. AS MORE LARGE BOX BUSINESS  
CONTINUES TO EXPAND WEST ON 1435, THIS PROJECT WILL MAINTAIN CONSISTENCY  
Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, TEXAS  
Texas 78627. Emailed comments may be sent to planning@georgetown.org. Any such comments may be  
presented to the Commission.



CITY OF GEORGETOWN  
NOTICE OF PUBLIC HEARING

**Comments from Neighboring Property Owners**

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

**Project Name/Address:** 400 West 11<sup>th</sup> Street and 401 W University Avenue

Project Case Number: 2019-11-REZ P&Z Date: September 3, 2019 Case Manager: Chelsea Irby

Name of Respondent: Susan Rismiller  
(Please print name)

Signature of Respondent: [Handwritten Signature]  
(Signature required for protest)

Address of Respondent: 414 W 10th St G.T 78626  
(Address required for protest)

I am in FAVOR: ☒ I OBJECT: ☐

**Additional Comments:**

Shame on Georgetown for working so hard to  
get us homeowners out of here I.E: city  
offices, straight shot to jail! My corner is  
like a Race Track - no police! SAD SAD

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to [planning@georgetown.org](mailto:planning@georgetown.org). Any such comments may be presented to the Commission.



CITY OF GEORGETOWN  
NOTICE OF PUBLIC HEARING

**Comments from Neighboring Property Owners**

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

**Project Name/Address:** 400 West 11<sup>th</sup> Street and 401 W University Avenue

Project Case Number: 2019-11-REZ P&Z Date: September 3, 2019 Case Manager: Chelsea Irby

Name of Respondent: DON RIGGS  
(Please print name)

Signature of Respondent: Donald Riggs  
(Signature required for protest)

Address of Respondent: 312 W. 10<sup>th</sup> ST  
(Address required for protest)

I am in FAVOR: \_\_\_\_\_

I OBJECT: X

Additional Comments:

---

---

---

---

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to [planning@georgetown.org](mailto:planning@georgetown.org). Any such comments may be presented to the Commission.



CITY OF GEORGETOWN  
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

**Project Name/Address:** 400 West 11<sup>th</sup> Street and 401 W University Avenue

Project Case Number: 2019-11-REZ P&Z Date: September 3, 2019 Case Manager: Chelsea Irby

Name of Respondent: Jerry Chambers  
(Please print name)

Signature of Respondent: [Signature]  
(Signature required for protest)

Address of Respondent: 310 W 10<sup>th</sup> ST.  
(Address required for protest)

I am in FAVOR: \_\_\_\_\_

I OBJECT: ✓

Additional Comments:

---

---

---

---

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to [planning@georgetown.org](mailto:planning@georgetown.org). Any such comments may be presented to the Commission.



CITY OF GEORGETOWN  
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

Project Name/Address: 400 West 11<sup>th</sup> Street and 401 W University Avenue

Project Case Number: 2019-11-REZ P&Z Date: September 3, 2019 Case Manager: Chelsea Irby

Name of Respondent: Donald Ray Sedwick  
(Please print name)

Signature of Respondent: Donald R Sedwick  
(Signature required for protest)

Address of Respondent: 1011 Martin Luther King  
(Address required for protest)

I am in FAVOR: \_\_\_\_\_

I OBJECT: ✓

Additional Comments:

---

---

---

---

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to [planning@georgetown.org](mailto:planning@georgetown.org). Any such comments may be presented to the Commission.



CITY OF GEORGETOWN  
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

Project Name/Address: 400 West 11<sup>th</sup> Street and 401 W University Avenue

Project Case Number: 2019-11-REZ P&Z Date: September 3, 2019 Case Manager: Chelsea Irby

Name of Respondent: Robert Cravens  
(Please print name)

Signature of Respondent: Robert Cravens  
(Signature required for protest)

Address of Respondent: 1004 Forest St, Georgetown, TX 78626  
(Address required for protest)

I am in FAVOR: \_\_\_\_\_ I OBJECT: X

Additional Comments:

My wife and I would like to retain the same residential neighborhood-feel for our block that we anticipated when we bought our retirement home here in 2015 and have been diligently making improvements. Please show sensitivity to our residential neighborhood and do not grant the zoning change request for either of these properties.

[See additional attached comments]

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to [planning@georgetown.org](mailto:planning@georgetown.org). Any such comments may be presented to the Commission.

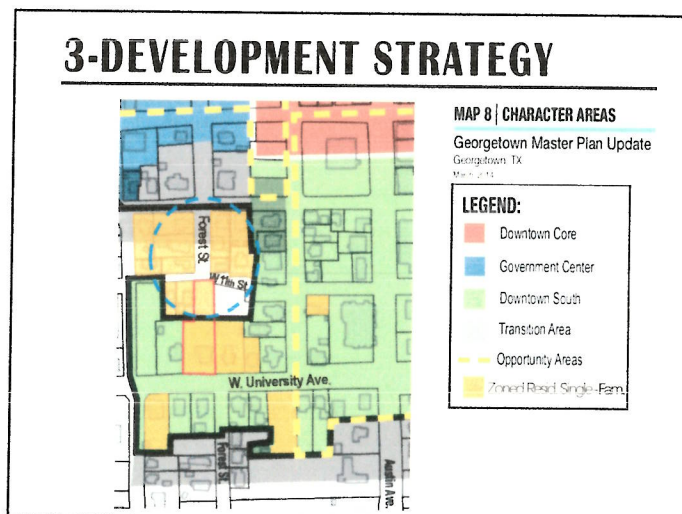


Most of the following comments are related to the city's published "Development Strategy" in Chapter 3 of the 2030 Comprehensive Plan Update. **[Slide 1]**



This map is taken from the Plan Update. While the property at 401 W University is in the Downtown South mixed-use Character Area, it is not in the defined Opportunity Area, which is generally to the east of Rock Street. Therefore, the city should not be promoting effort and energy to change the current character or zoning for existing businesses and residential properties outside the Opportunity Area.

However, my main concern is with the lot on 11<sup>th</sup> Street. This property is neither in the Southeast Quadrant Opportunity Area nor is it even in the Downtown South Character Area. It lies squarely at the end of our short block of Forest Street, which is not currently a through-street to University Avenue. Maybe more importantly, it is not included in the defined grey Transition Zone and the associated unique design solutions that have been suggested for this area. **[Slide 2]** The orange highlights show properties zoned as Residential Single-Family and our block with the vacant lot on 11<sup>th</sup> Street is circled.





The 11<sup>th</sup> Street property falls under the Strategy's category of "Edges to Abutting Neighborhoods." The Plan's language for this area clearly states "Edges to abutting neighborhoods should be treated with sensitivity.... Development along these edges should be sensitive to the existing building form and uses." In other words, it is zoned to be Residential Single-Family and should stay that way. [Slide 3]

## Forest Street



South view  
towards 400 W 11<sup>th</sup> St



North view  
from 400 W 11<sup>th</sup> St  
towards Forest St

The existing building form and use for the 11<sup>th</sup> Street and Forest intersection is smaller residential homes with neither sidewalks nor curbs, which matches our block of Forest Street. Any change will likely increase traffic flow and could even result in overflow parking on Forest Street if the parking for the adjoining business property on University becomes full. This is already a safety issue for all pedestrians using either Forest Street or 11<sup>th</sup> Street. As a matter of priority, safety for pedestrians and residents should be at the top of the list for the city of Georgetown.

In summary, my wife and I would like to retain the same residential neighborhood-feel for our block that we anticipated when we bought our retirement home here in 2015 and have been diligently making improvements. I would like to respectfully request that you please show sensitivity to our residential neighborhood and do not grant the zoning change request for either of these properties.



CITY OF GEORGETOWN  
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

Project Name/Address: 400 West 11<sup>th</sup> Street and 401 W University Avenue

Project Case Number: 2019-11-REZ P&Z Date: September 3, 2019 Case Manager: Chelsea Irby

Name of Respondent: Linda Thomas  
(Please print name)

Signature of Respondent: Linda C. Thomas  
(Signature required for protest)

Address of Respondent: 1004 Forest St, Georgetown 78626  
(Address required for protest)

I am in FAVOR: \_\_\_\_\_ I OBJECT: X

Additional Comments:

My block of Forest Street has no curbs and no sidewalks. I walk my dog twice a day, and we are walking in the street. Significant traffic on my block due to development at 400 W 11th is a safety concern for the current residents. The possibility of this owner or a future owner facilitating entry onto their property from University and exiting onto 11th would negatively impact the daily life of me and my neighbors.

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to [planning@georgetown.org](mailto:planning@georgetown.org). Any such comments may be presented to the Commission.



CITY OF GEORGETOWN  
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

Project Name/Address: 400 West 11<sup>th</sup> Street and 401 W University Avenue

Project Case Number: 2019-11-REZ P&Z Date: September 3, 2019 Case Manager: Chelsea Irby

Name of Respondent: Alana Lugo  
(Please print name)

Signature of Respondent: Alana Lugo  
(Signature required for protest)

Address of Respondent: 305 W. University Georgetown TX 78626  
(Address required for protest)

I am in FAVOR: \_\_\_\_\_

I OBJECT: ✓

Additional Comments:

---

---

---

---

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to [planning@georgetown.org](mailto:planning@georgetown.org). Any such comments may be presented to the Commission.



CITY OF GEORGETOWN  
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

**Project Name/Address:** 400 West 11<sup>th</sup> Street and 401 W University Avenue

Project Case Number: 2019-11-REZ P&Z Date: September 3, 2019 Case Manager: Chelsea Irby

Name of Respondent: Jeremiah Lugo  
(Please print name)

Signature of Respondent: Jeremiah Lugo  
(Signature required for protest)

Address of Respondent: 307 W University Georgetown TX 78626  
(Address required for protest)

I am in FAVOR: \_\_\_\_\_

I OBJECT: ✓

Additional Comments:

I will consider support if exit only on  
University.

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to [planning@georgetown.org](mailto:planning@georgetown.org). Any such comments may be presented to the Commission.



CITY OF GEORGETOWN  
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

Project Name/Address: 400 West 11<sup>th</sup> Street and 401 W University Avenue

Project Case Number: 2019-11-REZ P&Z Date: September 3, 2019 Case Manager: Chelsea Irby

Name of Respondent: Robert Sparks  
(Please print name)

Signature of Respondent: Ra  
(Signature required for protest)

Address of Respondent: 404 West 11th St. Georgetown, TX  
(Address required for protest)

I am in FAVOR: \_\_\_\_\_ I OBJECT: ✓

Additional Comments:

traffic + safety concerns  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to planning@georgetowntx.gov. Any such comments may be presented to the Commission.

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

**An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 0.43 acres out of Block 67 of the Lost Addition, generally located at 401 West University Avenue, from the Planned Unit Development (PUD) zoning district to the Mixed Use Downtown (MU-DT) zoning district; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.**

Whereas, an application has been made to the City for the purpose of amending the Official Zoning Map, adopted on the 12<sup>th</sup> day of June, 2012, for the specific Zoning District classification of the following described real property ("The Property"):

0.43 acres out of Block 67 of the Lost Addition, generally located at 401 West University Avenue, as recorded in Volume 752/Page 205 of the Official Public Records of Williamson County, Texas, hereinafter referred to as "The Property"; and

Whereas, public notice of such hearing was accomplished in accordance with State Law and the City's Unified Development Code through newspaper publication, signs posted on the Property, and mailed notice to nearby property owners; and

Whereas, the Planning and Zoning Commission, at a meeting on September 3, 2019, held the required public hearing and submitted a recommendation of approval for the property located at 401 W University Ave; and

Whereas, the City Council, at a meeting on September 24, 2019, held an additional public hearing prior to taking action on the requested rezoning of the Property.

**Now, therefore, be it ordained by the City Council of the City of Georgetown, Texas, that:**

Section 1. 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 implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and further finds that the enactment of this Ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan and the City's Unified Development Code.

Section 2. The Official Zoning Map, as well as the Zoning District classification for the Property is hereby amended from the Planned Unit Development (PUD) zoning district to the Mixed Use Downtown (MU-DT) zoning district, in accordance with the attached *Exhibit A* (Location Map) and *Exhibit B* (Legal Description) and incorporated herein by reference.

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

**Page 1 of 2**

**Description:** 401 W University Ave.

**Case File Number:** 2019-11-REZ

**Date Approved:** October 8, 2019

**Exhibits A-B Attached**

Section 3. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

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 sign this ordinance and the City Secretary to attest. This ordinance shall become effective in accordance with the provisions of state law and the City Charter of the City of Georgetown.

APPROVED on First Reading on the 24<sup>th</sup> day of September, 2019.

APPROVED AND ADOPTED on Second Reading on the 8<sup>th</sup> day of October, 2019.

THE CITY OF GEORGETOWN:

ATTEST:

\_\_\_\_\_  
Dale Ross  
Mayor

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Charlie McNabb  
City Attorney

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

**Description:** 401 W University Ave.

**Date Approved:** October 8, 2019

**Page 2 of 2**

**Case File Number:** 2019-11-REZ

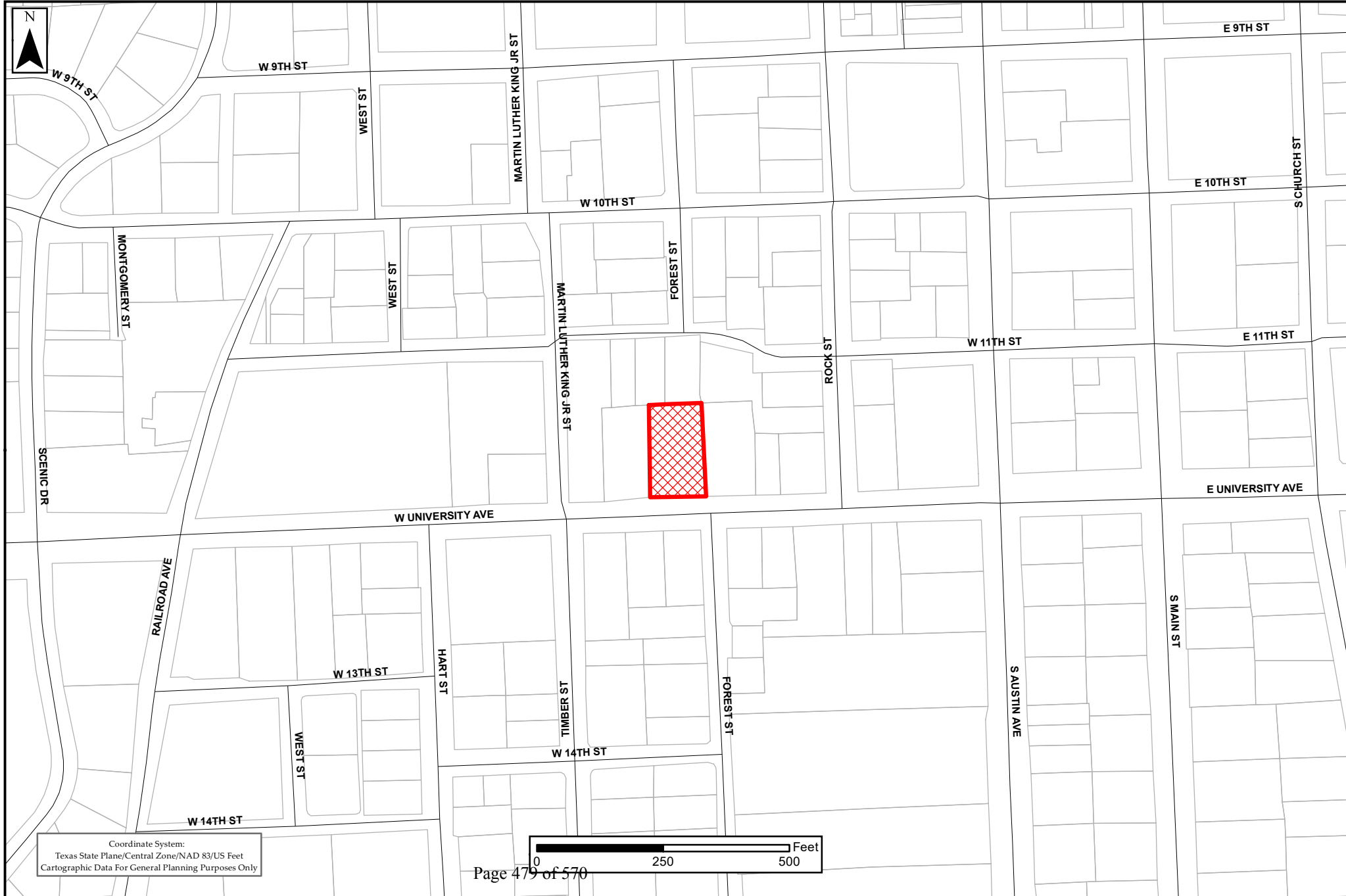
**Exhibits A-B Attached**





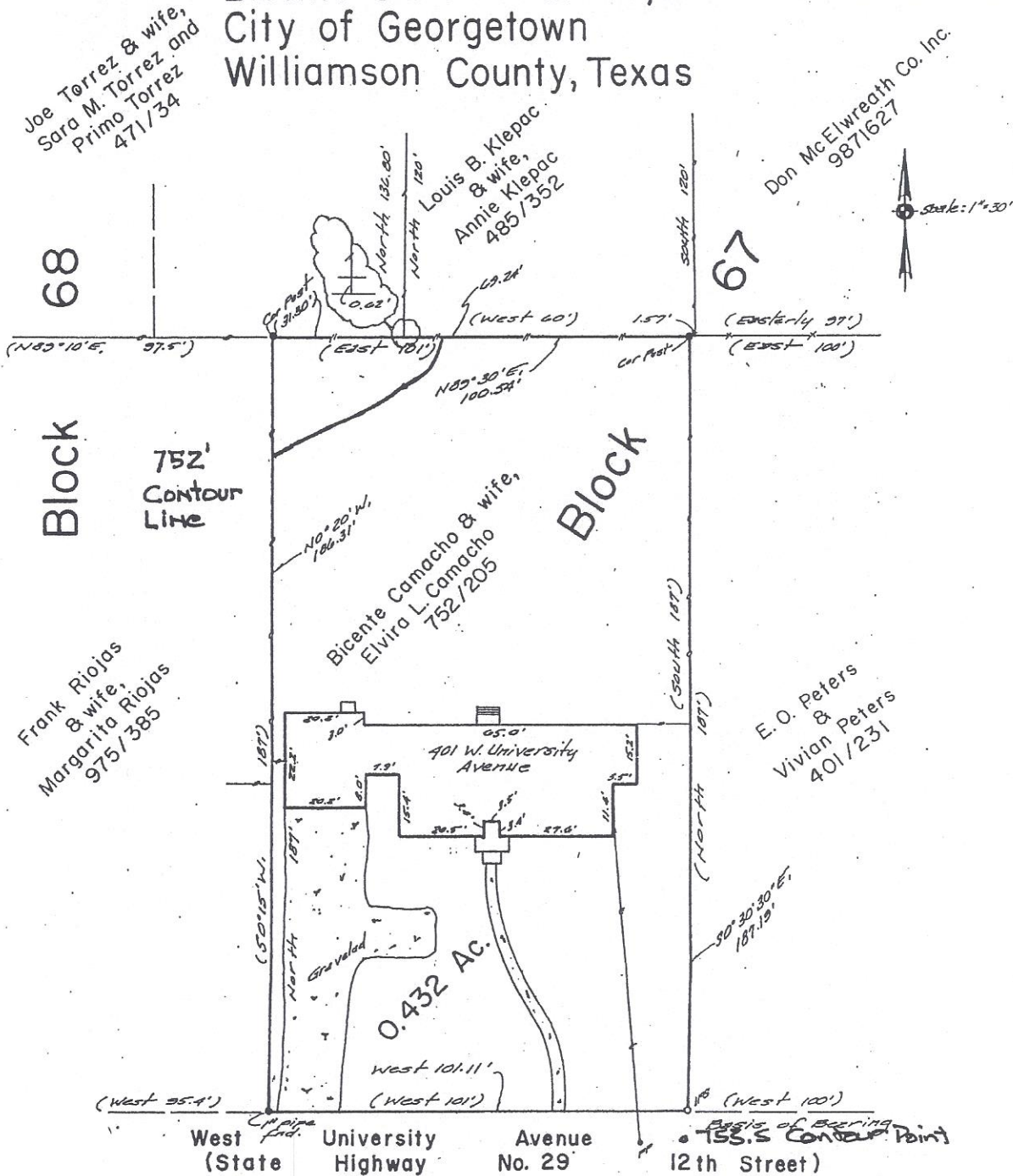
# Location Map 2019-11-REZ Exhibit #1

- Legend
- Site
  - Parcels
  - City Limits
  - Georgetown ETJ



Coordinate System:  
Texas State Plane/Central Zone/NAD 83/US Feet  
Cartographic Data For General Planning Purposes Only

Survey For Lee H. McInnis  
a portion of Block 67 Lost Addition  
Bicente Camacho & wife, Elvira Camacho Tract  
City of Georgetown  
Williamson County, Texas



I, Don H. Bizzell, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE PLAT CORRECTLY REPRESENTS THE PROPERTY AS DETERMINED BY AN ON-THE-GROUND SURVEY PERFORMED UNDER MY SUPERVISION AND DIRECTION ON THE 15th DAY OF March, 1983. THE PROPERTY PLATTED HEREON IS CORRECT AND THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF

FLOOD STATEMENT: I HAVE EXAMINED THE FEDERAL INSURANCE ADMINISTRATION'S FLOOD HAZARD MAP FOR Williamson COUNTY, TEXAS, COMMUNITY NO. 44491 EFFECTIVE DATE OF Sept. 27, 1971 AND THAT MAP INDICATES THAT THIS PROPERTY IS NOT WITHIN ZONE A (SPECIAL FLOOD HAZARD AREA) AS SHOWN ON PANEL 00230C OF SAID MAP. WARNING: IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.



Steger & Bizzell Engineering, Inc.  
Surveying Engineers  
1878 South Austin Avenue  
Georgetown, Texas 77858  
Telephone: (817) 330-9112  
Facsimile: (817) 330-9118



FIELD NOTES FOR LEE H. MCINTOSH

EXHIBIT "A"

BEING 0.432 of an acre of land, being a portion of Block 67 of the Lost Addition, an addition in and to the City of Georgetown, Williamson County, Texas, being that certain tract of land as conveyed to Bicente Camacho and wife, Elvira L. Camacho, by deed as recorded in Volume 752, Page 205, of the Deed Records of Williamson County, Texas. Surveyed on the ground in the month of March, 1999, under the supervision of Don H. Bizzell, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at a 1" pipe found on the north line of West University Avenue (State Highway No. 29, 12<sup>th</sup> Street) marking the Southwest corner of the above-referenced Camacho tract, being at, or near, the most southerly Southwest corner of Block 67, and marking the Southeast corner of that certain tract of land as conveyed to Frank Riojas and wife, Margarita Riojas, by deed as recorded in Volume 975, Page 385, of the Official Records of Williamson County, Texas, for the Southwest corner hereof;

THENCE, N 0° 20' W, 186.31 feet to a fence corner post, being at, or near, an interior corner of the said Block 67, marking the Northwest corner of the said Camacho tract, being the Northeast corner of the said Riojas tract, and being on the south line of that certain tract of land as conveyed to Joe Torrez and wife, Sara M. Torrez, and Primo Torrez by deed as recorded in Volume 471, Page 34, of the Deed Records of Williamson County, Texas, for the Northwest corner hereof;

THENCE, N 89° 30' E, at 31.30 feet pass 0.62 feet south of a fence corner marking the Southeast corner of the said Torrez tract, being the Southwest corner of that certain tract of land as conveyed to Louis B. Klepac and wife, Annie Klepac, by deed as recorded in Volume 485, Page 352, of the Deed Records of Williamson County, Texas, continuing along the south line of the said Klepac tract, for a total distance of 100.54 feet, in all, to a fence corner post marking the Northeast corner of the said Camacho tract, and the Northwest corner of that certain tract of land as conveyed to E.O. Peters and Vivian Peters by deed as recorded in Volume 401, Page 231, of the Deed Records of Williamson County, Texas, for the Northeast corner hereof;

THENCE, S 0° 30' 30" E, 187.19 feet to an iron pin set on the said north line of West University Avenue, being the south line of the said Block 67, for the Southeast corner of the said Camacho tract, being the Southwest corner of the said Peters tract, for the Southeast corner hereof;

THENCE, along the said north line of West University Avenue, West, 101.11 feet to the Place of BEGINNING and containing 0.432 of an acre of land.

STATE OF TEXAS

COUNTY OF WILLIAMSON

}  
KNOW ALL MEN BY THESE PRESENTS:  
}

I, Don H. Bizzell, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that said property has access to and from a dedicated roadway, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the  
18<sup>th</sup> day of March, 1999, A.D.



THENCE, S 0° 30' 30" E, 187.19 feet to an iron pin set on the said north line of West University Avenue, being the south line of the said Block 67, for the Southeast corner of the said Camacho tract, being the Southwest corner of the said Peters tract, for the Southeast corner hereof;

THENCE, along the said north line of West University Avenue, West, 101.11 feet to the Place of BEGINNING and containing 0.432 of an acre of land.

STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON }

I, Don H. Bizzell, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that said property has access to and from a dedicated roadway, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 18<sup>th</sup> day of March, 1999, A.D.

*Don H. Bizzell*

Don H. Bizzell

Registered Professional Land Surveyor, No. 2218

State of Texas

19057fn



**Steger & Bizzell Engineering, Inc.**  
Consulting Engineers

1678 South Austin Avenue  
Georgetown, Texas 78626

Surveyors

Telephone: (512) 930-0418  
Facsimile: (512) 930-0416



CITY OF GEORGETOWN  
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

You are being notified as a requirement of the City of Georgetown Code of Ordinances. You are invited to express your views or concerns regarding the – described petition by returning this comment form and/or by attending one or both of the scheduled public hearings on the matter.

Project Name/Address: 400 West 11<sup>th</sup> Street and 401 W University Avenue

Project Case Number: 2019-11-REZ P&Z Date: September 3, 2019 Case Manager: Chelsea Irby

Name of Respondent: Paula Frias  
(Please print name)

Signature of Respondent: Paula Frias  
(Signature required for protest)

Address of Respondent: 1012 Forest St. Georgetown TX 78626  
(Address required for protest)

I am in FAVOR: \_\_\_\_\_ I OBJECT: ☒ \_\_\_\_\_

Additional Comments:

I want to keep it as a normal quiet  
neighborhood. a families Neighborhood

Written comments may be sent to City of Georgetown Planning Department, P. O. Box 1458 Georgetown, Texas 78627. Emailed comments may be sent to [planning@georgetown.org](mailto:planning@georgetown.org). Any such comments may be presented to the Commission.

City of Georgetown, Texas  
City Council Regular Meeting  
October 8, 2019

**SUBJECT:**

**Second Reading** of an Ordinance on a request to **rezone 0.44 acres** out of Block G of the W.C. Dalrymple's Addition from the **Residential Single-Family (RS) district** to the **Local Commercial (C-1) district**, generally located at **408 West University Avenue** -- Sofia Nelson, CNU-A, Planning Director

**ITEM SUMMARY:**

**Overview of Applicant's Request:**

The applicant is requesting to rezone the property located at 408 W University from Residential Single-Family (RS) to Local Commercial (C-1). The applicant intends to restore the historic structure on the site to allow for additional commercial business along the University Avenue corridor.

**Staff's Analysis:**

Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the **proposed request complies with 5 of the 5 established in UDC 3.06.030 for a Rezoning**, as outlined in the attached Staff Report.

**Public Comments:**

As required by the Unified Development Code, all property owners within a 300-foot radius of the subject property and within the subdivision were notified of the Zoning Map Amendment request (37 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (August 18, 2019) and signs were posted on-site. To date, staff has received zero (0) written comments in favor, and zero (0) in opposition to the request.

**Planning & Zoning Commission (P&Z) Action:**

At their meeting on September 3, 2019, the P&Z unanimously recommended approval of the request.

**City Council Action:**

At their September 24, 2019 meeting, the City Council approved First Reading of the request.

**FINANCIAL IMPACT:**

None. The applicant has paid all required fees.

**SUBMITTED BY:**

Chelsea Irby, Senior Planner

**ATTACHMENTS:**

2019-10-REZ - P&Z Staff Report

Exhibit 1 - Location Map

Exhibit 2 - Future Land Use Map

Exhibit 3 - Zoning Map

Exhibit 4 - C-1 Standards and Permitted Uses

Exhibit 5 - Letter of Intent

Ordinance with Exhibits



## Planning and Zoning Commission Planning Department Staff Report

**Report Date:** August 30, 2019  
**Case No:** 2019-10-REZ  
**Project Planner:** Chelsea Irby, Senior Planner

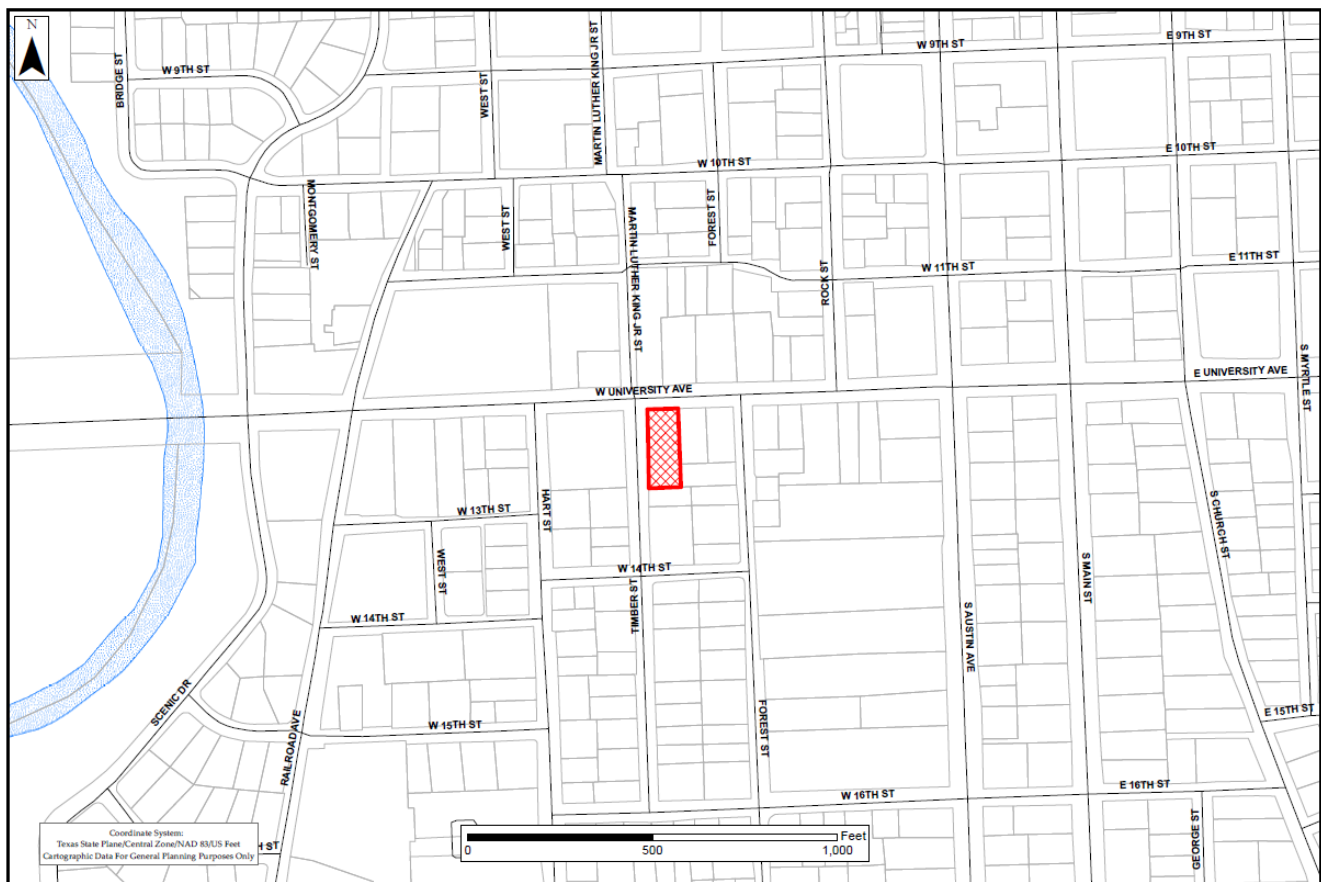
### Item Details

**Project Name:** 408 W University Rezoning  
**Project Location:** 408 W University Avenue, within City Council district No. 1.  
**Total Acreage:** 0.44  
**Legal Description:** Block G (W/PT) of the Dalrymple Addition, 0.44 acres

**Applicant:** Lee McIntosh  
**Property Owner:** Lee McIntosh

**Request:** Zoning Map Amendment to rezone the subject property from **Residential Single-Family (RS)** to **Local Commercial (C-1)**.

**Case History:** This is the first public hearing of this request.



*Location Map*



## Planning Department Staff Report

### Overview of Applicant's Request

The applicant is requesting to rezone the property located at 408 W University from Residential Single-Family (RS) to Local Commercial (C-1). The applicant intends to restore the historic structure on the site to allow for additional commercial business along the University Avenue corridor.

### Site Information

#### Location:

The subject property is located at the southeast corner of W University Avenue and Timber Street, west of the University Avenue and Austin Avenue intersection. Until the applicant recently purchased the property, it was used as a private residence. It is currently vacant.

#### Physical and Natural Features:

The subject property has minimal natural features and is generally flat. There is some tree cover.

#### Future Land Use and Zoning Designations:

The subject property has an existing Future Land Use designation of Specialty Mixed Use Area and is currently zoned Residential Single-Family (RS). The subject property is also in the Downtown Overlay (Area 2).

#### Surrounding Properties:

The surrounding area is a mix of non-residential and residential. This area is a transitional area into the Downtown area and is in the Downtown Overlay District (South Character Area). There are many houses that have been converted to non-residential uses in this area along the University Avenue corridor.

The current zoning, Future Land Use designation, and existing uses of the adjacent properties to the north, south, east and west are outlined in the table below:

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
<b>North</b> (across University Ave.)	Mixed Use Downtown (MU-DT)	Specialty Mixed Use Area (SMUA)	Office/Parking
<b>South</b>	Residential Single-Family (RS). The property owner has an application requesting Neighborhood Commercial (CN).	Moderate Density Residential (MDR)	Residential
<b>East</b>	MU-DT	SMUA	Office
<b>West</b> (across Timber Street)	Local Commercial (C-1)	MDR	Automotive



### Property History:

No notable property history.

### Comprehensive Plan Guidance

#### Future Land Use Map:

The Specialty Mixed-Use Area designation accommodates large-scale mixed-use developments that are mostly commercial and usually near intense regional commercial uses and the I-35 corridor. This category encourages the creation of well planned “centers” designed to integrate a variety of complementary uses, with an emphasis on retail, offices, and entertainment activities. These centers may also include civic facilities and parks or other green spaces. Housing, in the form of apartments, townhomes, condominiums, and live-work spaces, is also encouraged in these mixed-use areas, generally in higher densities. These areas should be designed in a pattern of pedestrian-oriented, storefront-style shopping streets, with shared parking and strong pedestrian linkages to the surrounding areas.

#### Growth Tier:

**Tier 1A** is that portion of the city where infrastructure systems are in place, or can be economically provided, and where the bulk of the city’s growth should be guided over the near term. Within Tier

## Planning Department Staff Report

---

1A, the city is called on to conduct assessments of public facility conditions and capacities, and to prioritize short and long term capital investments so as to ensure that infrastructure capacity is sufficient to serve development intensities as indicated on the Future Land Use Map and in the zoning districts.

### **Downtown Master Plan:**

The area south of the downtown core along Austin Avenue and University Avenue is an important “service” area for the primary retail and entertainment focus of the Downtown Core. Today, it contains many buildings that have a strip commercial character, but in the future it should be more urban in character, with buildings constructed to the street edge and continuous sidewalks accommodating pedestrian activity.

University Avenue is a major point of access into the downtown and the historic Old Town neighborhood from the interstate. It does not provide, however, a strong image for the downtown experience. It is not pedestrian-friendly. This southern portion of Austin Avenue has followed this auto-dominated pattern. Sidewalks are lacking with the exception of the new retail center on the northeast corner of University and Austin. New sidewalk upgrades have occurred along Main Street in this area, which has helped elevate the character and identity of this area. This area includes a mix of traditional commercial storefronts, transitional business uses and residential structures that have been converted to commercial uses. Other houses remain residential in use. A recent adaptive use project, the conversion of Wesleyan Retirement Center to office space, has demonstrated the potential for larger companies to locate in the downtown when adequate space is available. At the same time, more services are needed in this area to cater to this employment base.

### RECOMMENDED PROJECTS

- Mixed-use buildings with retail on the ground floor along Austin Avenue
- Restaurants
- Multifamily housing
- Professional offices, including startup incubator space
- Neighborhood-based services, including day care
- Neighborhood parks
- Improved sidewalks, streetscapes and landscaping

### **Utilities**

The subject property is located within the City’s service area for water, wastewater, and electric. It is anticipated that there is adequate capacity to serve the subject property at this time. A Utility Evaluation may be required at time of Site Development Plan to determine capacity and any necessary utility improvements.

### **Transportation**

The subject property is along University Avenue, which is a Major Arterial roadway. Arterial streets provide traffic movement through and between different areas within the city and access to adjacent land uses. Access is more controllable because driveway spacing requirements are much greater and, if safety dictates, overall access can be limited to specific turning movements. Major Arterials connect

## Planning Department Staff Report

major traffic generators and land use concentrations and serve much larger traffic volumes over greater distances.

A Traffic Impact Analysis (TIA) will be required at time of Site Development Plan for any development that generates more than two thousand (2,000) average daily trips based upon the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual.

### Proposed Zoning district

The Local Commercial (C-1) district is intended to provide areas for commercial and retail activities that primarily serve residential areas. Uses should have pedestrian access to adjacent and nearby residential areas, but are not appropriate along residential streets or residential collectors. The district is more appropriate along major and minor thoroughfares and corridors.

Permitted uses in this district include, but are not limited to, assisted living, financial centers, food catering services, general retail and office, and library and museums. Other uses such as bar/tavern/pun, car wash, church, and fuel sales are permitted subject to specific design limitations. Certain land uses, including event facilities, event market, and restricted personal services, require a Special Use Permit (SUP). Exhibit 4 contains a comprehensive list of C-1 district permitted uses and development standards.

### Intergovernmental and Interdepartmental Review

The proposed rezoning request was reviewed by all applicable City Departments to determine the appropriateness of the requested zoning on the subject property. No comments were issued regarding the zoning request.

### Approval Criteria

Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the **proposed request complies with 5 of the 5 established in UDC 3.06.030 for a Rezoning**, as outlined in the attached Staff Report.

REZONING APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	<b>Complies</b>	An application must provide the necessary information to review and make a knowledgeable decision in order for staff to schedule an application for consideration by the Planning and Zoning Commission and City Council. This application was reviewed by staff and deemed to be complete.
2. The zoning change is consistent with the Comprehensive Plan.	<b>Complies</b>	The request for Local Commercial (C-1) is consistent with the Specialty Mixed Use Area Future

## Planning Department Staff Report

REZONING APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
		<p>Land Use designation.</p> <p>The Specialty Mixed Use Area is described in the Comprehensive Plan as also applying to Downtown Georgetown. It emphasizes urban character and a mix of uses that are tailored to the character of the area. It promotes a mix of commercial, entertainment, residential, and civic uses.</p> <p>The C-1 district allows commercial, entertainment, and civic uses.</p>
3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	<b>Complies</b>	<p>The current residential zoning designation of the property is not suitable because of the frontage along a Major Arterial roadway. The Local Commercial (C-1) district creates orderly development along the University Avenue corridor.</p>
4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	<b>Complies</b>	<p>The surrounding properties are zoned Local Commercial (C-1) and Mixed Use Downtown (MU-DT). There are two residentially zoned properties to the south and east. The property to the south (1217 Timber) has submitted a rezoning request for Neighborhood Commercial (CN).</p> <p>C-1 zoning is appropriate in this location given the frontage on a Major Arterial and the limited residential adjacency. The UDC contains setback and buffering standards what would minimize any impact to the residential property to the east. Additionally, the residential property to the east is adjacent at the rear of the subject property. Given site development requirements, it is unlikely that there would be structures adjacent</p>

## Planning Department Staff Report

REZONING APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
		to the residential property. Required parking for non-residential uses would need to be installed and would be on the southern portion of the property because of the existing driveway. The impervious cover limitation would also limit the addition of new structures.
5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.	<b>Complies</b>	The subject property is 0.44 acres and has suitable area to accommodate the allowed uses of the C-1 district. The C-1 district contains a floor-to-area ratio requirements that limit the size of any future buildings. The subject property has land area to accommodate parking, setbacks, and bufferyards.

Overall, the property is more suitable as a non-residential use because of the location along the University Avenue corridor. The Local Commercial (C-1) is suitable with the surrounding zoning and would allow the types of uses encouraged in the Downtown South Character Area.

### Meetings Schedule

9/3/2019 – Planning and Zoning Commission  
9/24/2019 – City Council First Reading of the Ordinance  
10/10/2019 – City Council Second Reading of the Ordinance

### Public Notification

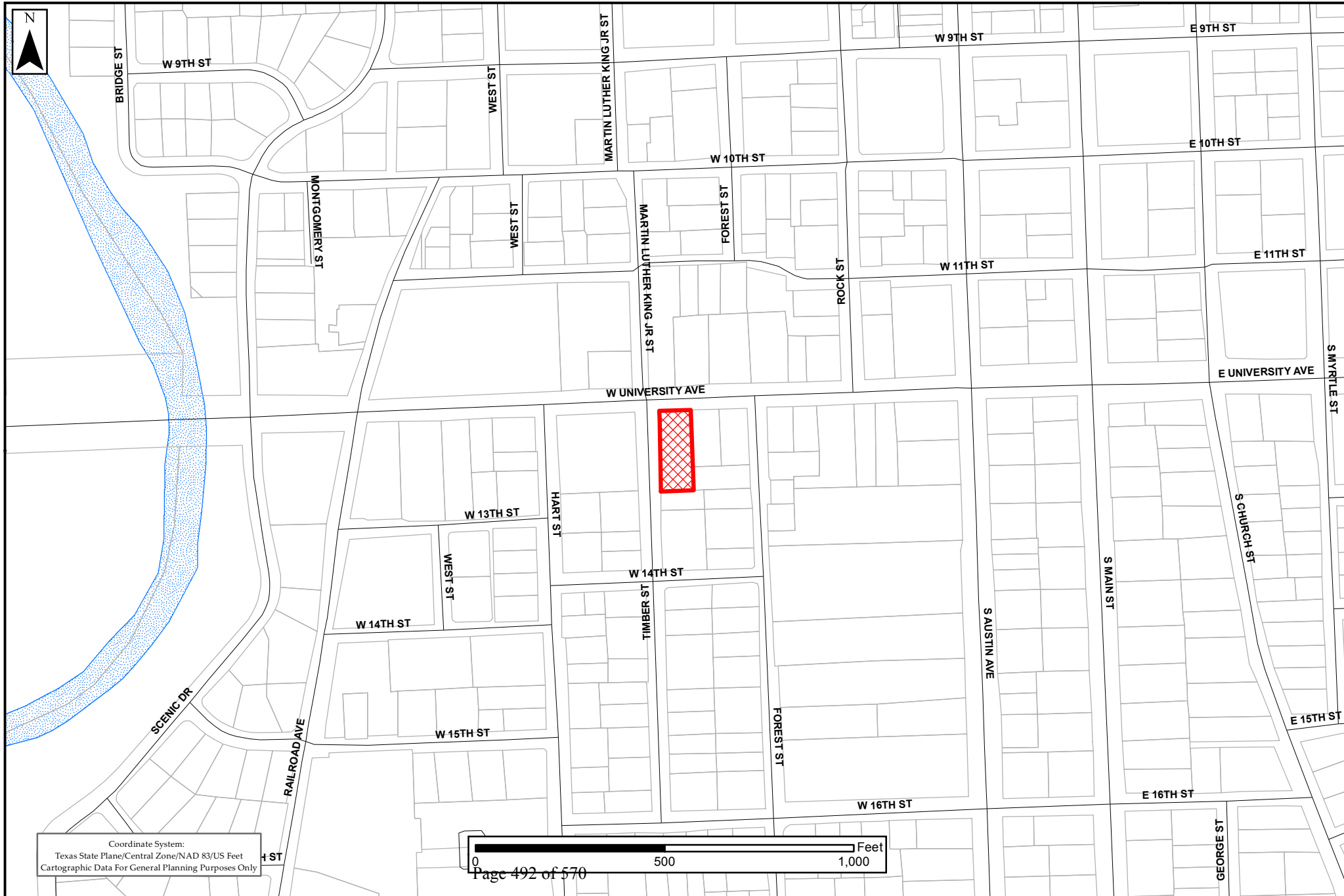
As required by the Unified Development Code, all property owners within a 300-foot radius of the subject property and within the subdivision were notified of the Zoning Map Amendment request (37 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (August 18, 2019) and signs were posted on-site. To date, staff has received zero (0) written comments in favor, and zero (0) in opposition to the request.

### Attachments

Exhibit 1 – Location Map  
Exhibit 2 – Future Land Use Map  
Exhibit 3 – Zoning Map  
Exhibit 4 – Design and development standards of the C-1 district  
Exhibit 5 – Letter of Intent

# Location Map 2019-10-REZ Exhibit #1

- Legend
-  Site
  -  Parcels
  -  City Limits
  -  Georgetown ETJ







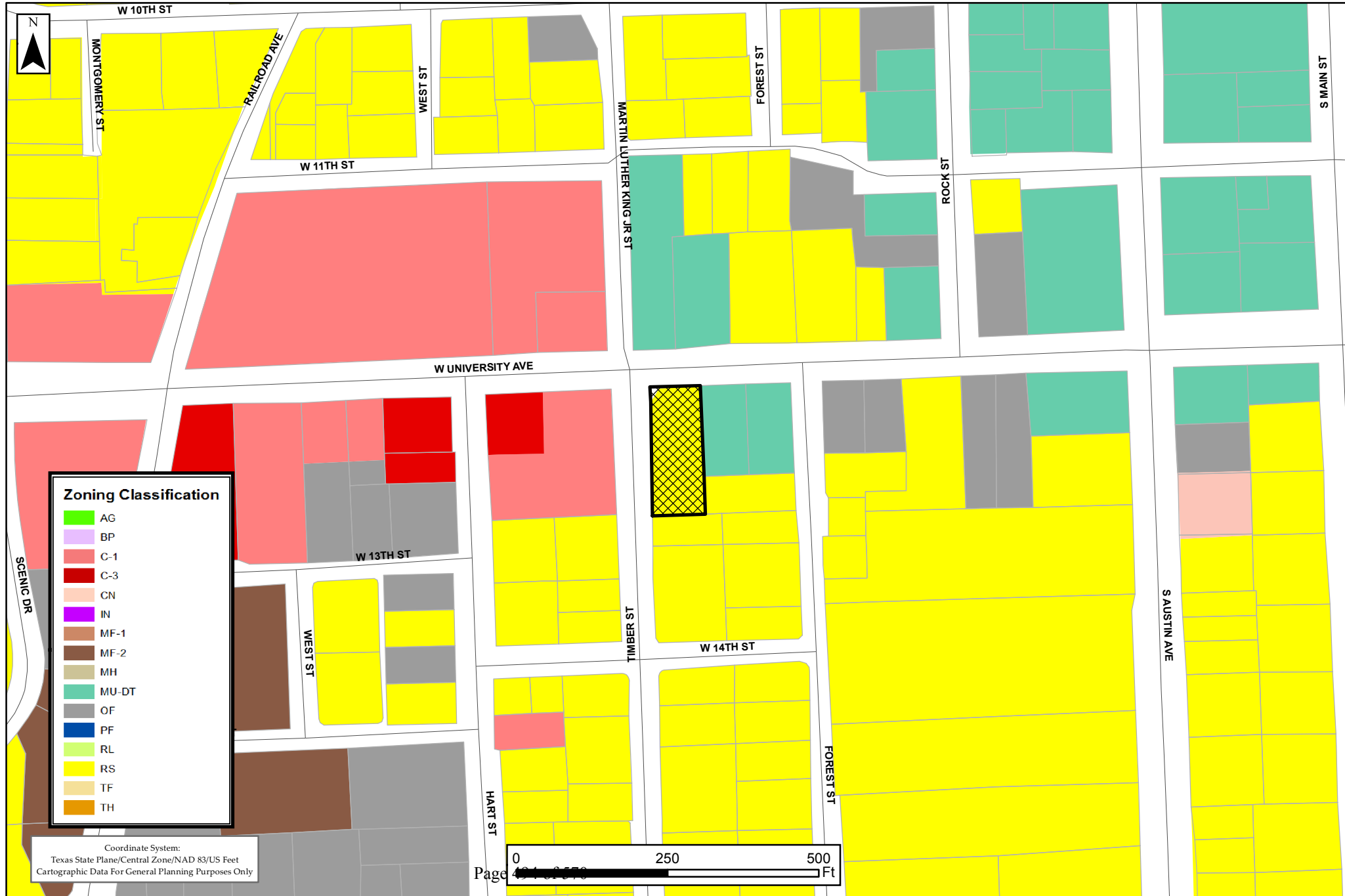
# Zoning Information

## 2019-10-REZ

### Exhibit #3

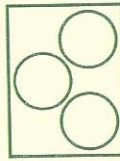
**Legend**

- Site
- Parcels
- City Limits
- Georgetown ETJ



## Local Commercial (C-1) District

District Development Standards		
Minimum Lot Width = 50 feet	Front Setback = 25 feet	Bufferyard = 15 feet with plantings
Maximum Building Height = 35 feet	(0 feet for build-to option)	adjacent to AG, RE, RL, RS, TF, MH,
Maximum Building Size = .5 FAR	Side Setback = 10 feet	MF-1, or MF-2 districts
(only applies to those uses marked with * below)	Side Setback to Residential = 15 feet	
	Rear Setback = 0 feet	
	Rear Setback to Residential = 25 feet	
Specific Uses Allowed within the District		
Allowed by Right	Subject to Limitations	Special Use Permit (SUP) Required
Agricultural Sales*	Activity Center (youth/senior)	Automotive Parts Sales (indoor)*
Artisan Studio/Gallery*	Bar/Tavern/Pub	Car Wash
Assisted Living	Bed and Breakfast (with events)	Event Facility
Banking/Financial Services*	Business/Trade School	Fuel Sales
Blood/Plasma Center*	Church (with columbarium)	Meat Market
Consumer Repair*	College/University	Multifamily Attached
Dry Cleaning Service*	Commercial Recreation	Personal Services Restricted
Emergency Services Station	Community Center	Private Transport Dispatch Facility
Farmer's Market*	Dance Hall/Night Club	Student Housing
Fitness Center*	Day Care (group/commercial)	
Food Catering Services*	Live Music/Entertainment	
Funeral Home*	Micro Brewery/Winery	
General Retail*	Neighborhood Amenity Center	
General Office*	Park (neighborhood/regional)	
Government/Postal Office	Pest Control/Janitorial Services *	
Group Home (7+ residents)	Self-Storage (indoor only)	
Home Health Care Services*	School (Elementary, Middle, High)	
Hospital	Theater (movie/live)	
Hotel/Inn (excluding extended stay)	Upper-story Residential	
Integrated Office Center*	Wireless Transmission Facility (<41')	
Landscape/Garden Sales*		
Laundromat*		
Library/Museum		
Medical Diagnostic Center*		
Medical Office/Clinic/Complex*		
Membership Club/Lodge*		
Nature Preserve/Community Garden		
Nursing/Convalescent/Hospice		
Parking Lot (commercial/park-n-ride)		
Personal Services*		
Printing/Mailing/Copying Services*		
Restaurant (general/drive-through)*		
Rooming/Boarding House		
Social Service Facility		
Surgery/Post Surgery Recovery*		
Urgent Care Facility*		
Utilities (Minor/Intermediate/Major)		
Veterinary Clinic (indoor only)*		



## MC INTOSH HOLDINGS, L.L.C.

Wednesday, July 24, 2019

Chelsea Irby  
Development Services  
City of Georgetown  
406 West 8<sup>th</sup> Street  
Georgetown Texas 78626

Re: Letter of Intent  
Rezoning 408 West University  
RS to C1

Dear Chelsea,

Attached please find the pertinent data for our Rezoning Application of 408 W. University Street. This property is a legal lot of .44 acres with a historic structure located on it.

This property is currently zoned RS and has been occupied as a residence since its construction in the early part of the century. The property is in the downtown overlay and the property has had commercial zoning as the target since the inception of the 2030 plan.

Our initial thought was to rezone this property DTMU. However, after reviewing all the facts, the zoning that appears to be most applicable is C-1. This zoning will provide an appropriate buffer to the neighborhood and is more consistent with the other uses and zoning to the west. In addition, in looking at our proposed site plan and parking requirements, we do not need the 95% impervious coverage provided for in the DTMU designation. We can adequately redevelop this lot with the lesser zoning of C-1. The main reason for this is that we are restoring the existing historic structure, and its placement on the lot allows for an efficient use of the land.

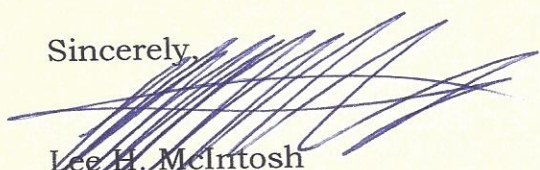
The proposed zoning meets all the criteria laid out in the City of Georgetown's long term planning and will allow for the restoration of a

— Established 1940 —



historic structure on a major thoroughfare and permit a new business to be placed in an appropriate location.

Sincerely,



Lee H. McIntosh  
McIntosh Holdings

408 LOI

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

**An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone 0.44 acres of Block G of the Dalrymple Addition, generally located at 408 West University Avenue, from the Residential Single-Family (RS) zoning district to the Local Commercial (C-1) zoning district; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.**

Whereas, an application has been made to the City for the purpose of amending the Official Zoning Map, adopted on the 12<sup>th</sup> day of June, 2012, for the specific Zoning District classification of the following described real property ("The Property"):

0.44 acres of Block G of the Dalrymple Addition, generally located at 408 West University Avenue, as recorded in Document Number 2015019346 of the Official Public Records of Williamson County, Texas, hereinafter referred to as "The Property"; and

Whereas, public notice of such hearing was accomplished in accordance with State Law and the City's Unified Development Code through newspaper publication, signs posted on the Property, and mailed notice to nearby property owners; and

Whereas, the Planning and Zoning Commission, at a meeting on September 3, 2019, held the required public hearing and submitted a recommendation of approval to the City Council for the requested rezoning of the Property; and

Whereas, the City Council, at a meeting on September 24, 2019, held an additional public hearing prior to taking action on the requested rezoning of the Property.

**Now, therefore, be it ordained by the City Council of the City of Georgetown, Texas, that:**

Section 1. 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 implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and further finds that the enactment of this Ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan and the City's Unified Development Code.

Section 2. The Official Zoning Map, as well as the Zoning District classification for the Property is hereby amended from the Residential Single-Family (RS) zoning district to the Local Commercial (C-1) zoning district, in accordance with the attached *Exhibit A* (Location Map) and *Exhibit B* (Legal Description) and incorporated herein by reference.

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

**Page 1 of 2**

**Description:** 1408 W University Ave.

**Case File Number:** 2019-10-REZ

**Date Approved:** October 8, 2019

**Exhibits A-B Attached**

Section 3. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

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 sign this ordinance and the City Secretary to attest. This ordinance shall become effective in accordance with the provisions of state law and the City Charter of the City of Georgetown.

APPROVED on First Reading on the 24<sup>th</sup> day of September, 2019.

APPROVED AND ADOPTED on Second Reading on the 8<sup>th</sup> day of October, 2019.

THE CITY OF GEORGETOWN:

ATTEST:

\_\_\_\_\_  
Dale Ross  
Mayor

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Charlie McNabb  
City Attorney

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

**Description:** 1408 W University Ave.

**Date Approved:** October 8, 2019

**Page 2 of 2**

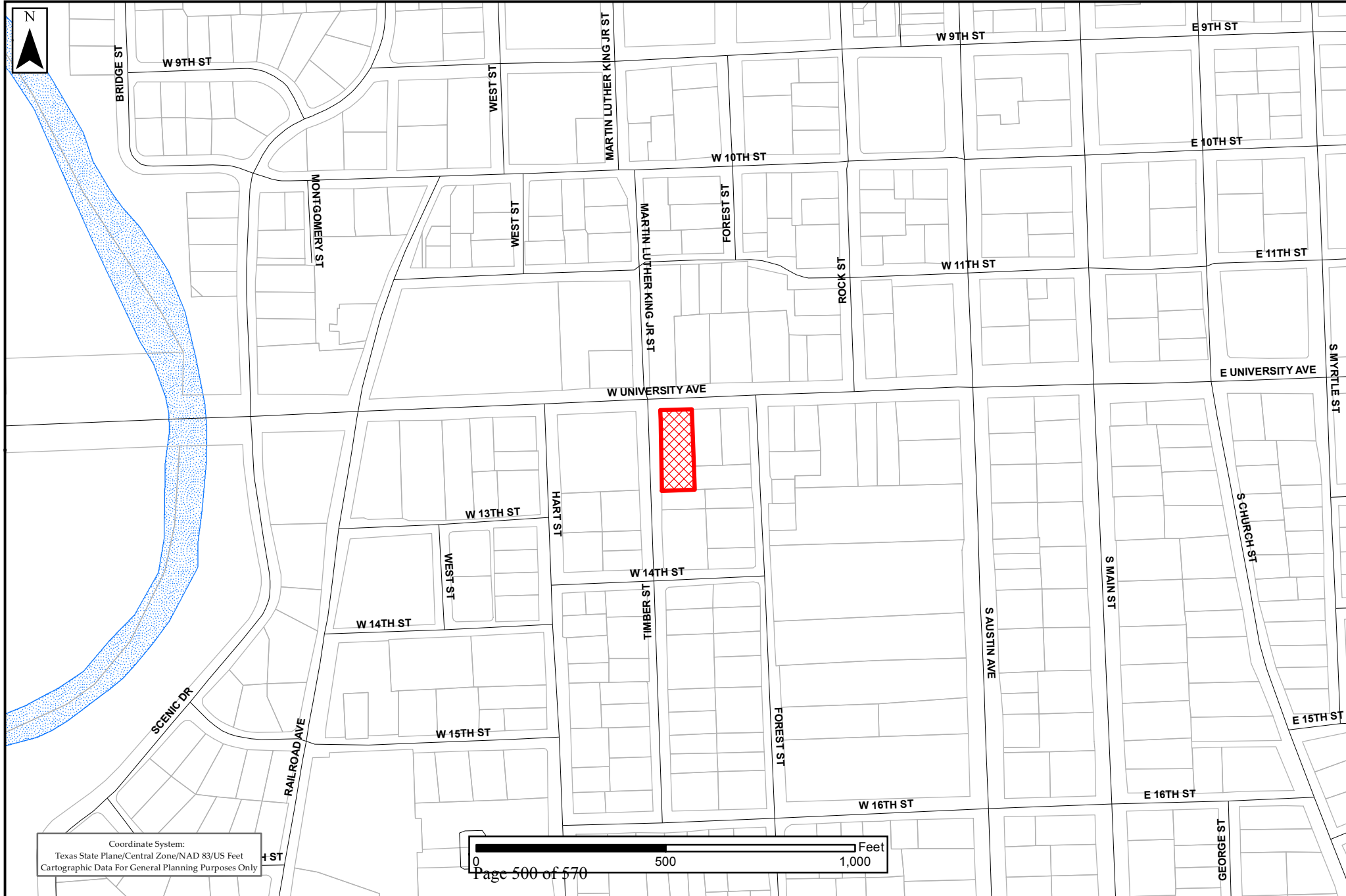
**Case File Number:** 2019-10-REZ

**Exhibits A-B Attached**



# Location Map 2019-10-REZ Exhibit A

- Legend
-  Site
  -  Parcels
  -  City Limits
  -  Georgetown ETJ



Coordinate System:  
Texas State Plane/Central Zone/NAD 83/US Feet  
Cartographic Data For General Planning Purposes Only

0 500 1,000 Feet

FOREST SURVEYING AND MAPPING CO.

1002 Ash St.

Georgetown, Tx. 78626

DESCRIPTION FOR MARIA I. BALFOUR et. al. – LEE H. MCINTOSH

BEING 0.44 acres, part of the "Homestead Block" also known as Block "G", according to the plat of the W.C. Dalrymple's Addition (Dalrymple's Addition) to the City of Georgetown, Williamson County, Texas, as filed in Vol. 20, Pg. 619, of the Deed Records of Williamson County, Texas. This tract is the same property that was conveyed to Maria I. Balfour as described in a deed that is recorded in Doc. 2015019346, of the Official Public Records of Williamson County, Texas (OPRWCT). For metes and bounds description of this property see prior deed to C.A. Balfour, et. ux., of record in Vol. 2317, Pg. 329, Deed Records. This tract was surveyed on the ground in January of 2019, under the supervision of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone, NAD83 (4203).

BEGINNING at an iron pin (steel pin) which was found at the Southeast corner of the said property of Maria I. Balfour, and at the Southeast corner of the C.A. Balfour property as set out in Vol. 2317, Pg. 329. This corner exists at the Southwest corner of the property that is described in a deed to Karl M. and Joan M. Stockbridge (called 0.22 ac. Doc. 2018102739). From this corner an iron pin that was found at the Southeast corner of Stockbridge stands N 87°32'23" E 150.11 feet.

THENCE remaining South of the existing fence, with the South boundary of Balfour and the North boundary of Lot 1 in Block D of Dalrymple's Addition, S 87°32'23" W 90.00 feet to a capped ½ inch iron pin that was set for the Southwest corner of this property, in the East line of Timber Street.

THENCE with the East line of Timber Street; N 02°09'00" W 212.91 feet to a capped ½ inch iron pin that was set for the Northwest corner of this property.

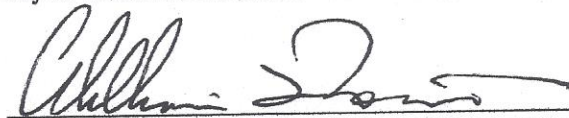
THENCE with the South line of West University Avenue, N 87°38'18" E 89.21 feet to the most Southerly of two iron pins that were found 1.61 feet apart. This corner stands S 03°03'55" W 1.61 feet from an iron pin that was found and not accepted.

THENCE with the East line of Balfour and the West line of the property that was conveyed to Kathryn Figueredo Fowler (called 0.26 ac. Doc. 2011081420), S 02°21'42" E at 150.32 feet passing an iron pin that was found at the Southwest corner of Fowler and at the Northwest corner of the said property of Karl and Joan Stockbridge, continuing in all 212.75 feet to the POINT OF BEGINNING.

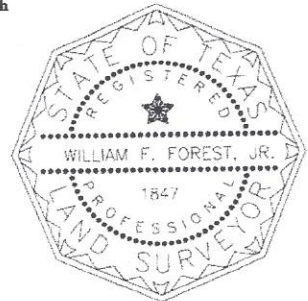
STATE OF TEXAS :  
COUNTY OF WILLIAMSON :  
: KNOW ALL MEN BY THESE PRESENTS;

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is correct to the best of my knowledge and belief. This property abuts a public roadway, except as shown on the attached survey drawing. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 6<sup>th</sup> day of March of 2019, A.D. file: McIntosh 0.44 ac.doc



WM.F. FOREST JR.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847





**SURVEY FOR LEE H. MCINTOSH  
0.44 AC.  
CONVEYED TO MARIA I. BALFOUR, a.k.a. MARY BALFOUR et. al.  
DOC. 2015019346, AMENDED DOC. 2015019347  
DISTRIBUTION DEED FOR ESTATE OF C.A. BALFOUR, DECEASED  
FOR DESCRIPTION SEE PRIOR 2317 / 329  
part of the "Homestead Block"  
of the W.C. Dalrymple's Addition  
plat 20 / 619 D / R  
see prior deed Vol. 2317, Pg. 329**

0 20 40 Feet

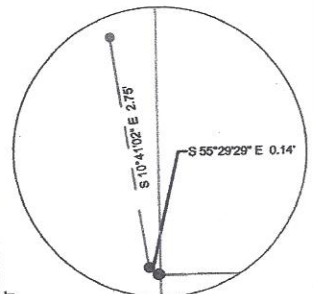
SCALE: 1" = 20'

Note:  
The bearing basis for this survey is the  
State Plane Coordinate System,  
NAD83, Texas Central Zone, (4203).  
GEOID: 12A  
Datum: NAVD83  
CONVERGENCE: 172'58.42"

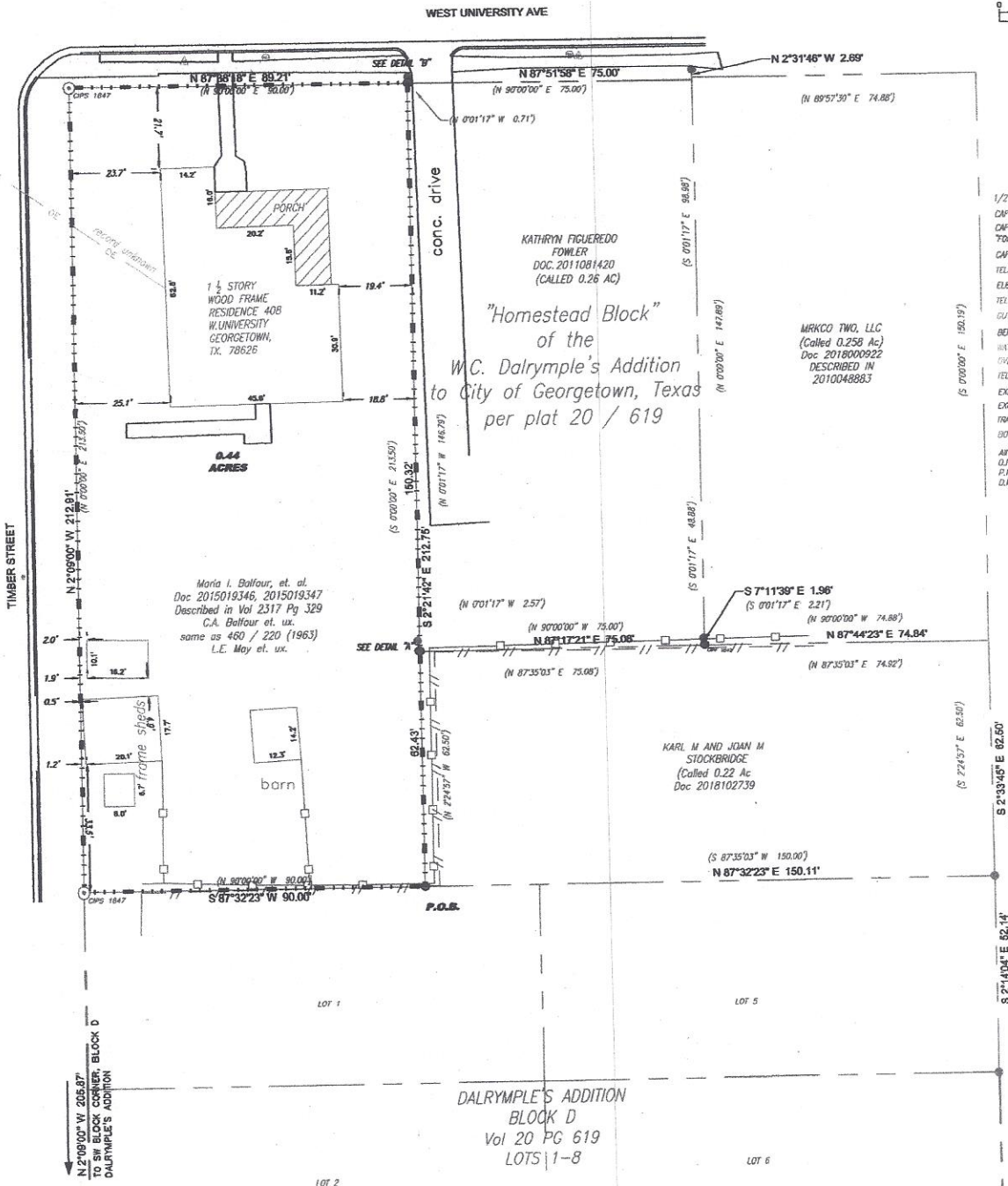
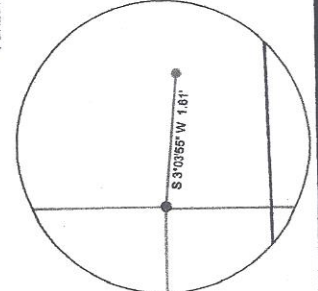
**LEGEND**

- 1/2" IRON PIN FOUND (STEEL PIN)
  - CAPPED IRON PIN SET MARKED "FOREST 1847"
  - CAPPED IRON PIN FOUND MARKED "FOREST 1847"
  - CAPPED IRON PIN FOUND MARKED
  - TELEPHONE PEDESTAL
  - ELECTRIC POWER POLE
  - TELEPHONE POLE
  - GUY WIRE
  - BENCHMARK MONUMENT (COTTON SPINDLE SET)
  - WATER WELL (HAND DUG)
  - OVERHEAD ELECTRIC
  - TELEPHONE LINE
  - EXISTING WOOD FENCE (approximate location)
  - EXISTING METAL FENCE (approximate location)
  - TRACT LINES
  - BOUNDARY LINES
- All document references are in Williamson County, Texas  
D.P.R.W.C.T. Official Public Records of Williamson County, Texas  
D.P.R.W.C.T. Plat Records of Williamson County, Texas  
D.P.R.W.C.T. Deed Records of Williamson County, Texas

DETAIL 7" SCALE: 1"=1'



DETAIL 8" SCALE: 1"=1'



Commitment for: Lee H. McIntosh, Maria I. Balfour a.k.a. Mary Balfour  
This survey has been completed without the benefit of an abstracted title.  
Record encumbrances have been listed hereon as identified for this survey by  
Commitment of 190074370, provided by Georgetown Title Co. (Stewart Title  
Guaranty Company), eff. date Feb. 7, 2019, (may apply if extending to site):  
A) Easements, mineral rights and other matters that have not been  
requested have not been reviewed as a part of this survey  
B) Restrictive covenants - none listed  
C) Record encumbrances that may apply to this site - none listed.

NOTICE: THIS MAP COPYRIGHT 2019 BY  
FOREST SURVEYING & MAPPING CO.  
THIS MAP IS BEING PROVIDED SOLELY FOR  
THE USE OF THE CURRENT PARTIES. NO  
LICENSE HAS BEEN CREATED (EXPRESS OR  
IMPLIED) TO COPY THIS MAP EXCEPT IN  
CONJUNCTION WITH THE ORIGINAL  
TRANSACTION WITH WHICH THIS MAP WAS  
CREATED, (MAY BE COPIED IN THAT CONTEXT  
IF CONDITIONS REMAIN UNCHANGED)  
Copyright © 2019 FOREST SURVEYING & MAPPING CO.

I, THE UNDERSIGNED HEREBY CERTIFY THAT THIS SURVEY WAS MADE  
ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, UNDER  
MY SUPERVISION. THIS PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE  
AND BELIEF AND IDENTIFIES ANY EVIDENCE OF BOUNDARY LINE CONFLICTS,  
SHORTAGES IN AREA, PROTRUSIONS, INTRUSIONS, AND OVERLAPPING OF  
SIGNIFICANT IMPROVEMENTS. THIS PROPERTY ADJUTS A PUBLIC ROADWAY,  
EXCEPT AS SHOWN HEREON.

Survey Date March 6, 2019

William F. Forest, Jr. R.P.L.S. 1847



**Forest Surveying & Mapping Company**  
1002 Ash St. Georgetown, Texas  
phone: 512-930-5927  
www.forestsurveying.com  
Page 502 of 570 FIRM NO.10002000

Drawing Date: March 6, 2019

Field Book/Page: 142 / 66

Project & Dwg: 408 UNIVERSITY

LO 408 W UNIVERSITY

Sheet One of One

City of Georgetown, Texas  
City Council Regular Meeting  
October 8, 2019

**SUBJECT:**

**Second Reading** of an Ordinance on a request to **rezone** Lot 1, Block D of the Dalrymple Addition **from** the **Residential Single-Family (RS) district** to the **Neighborhood Commercial (CN) district**, located at **1217 Timber**  
-- Sofia Nelson, CNU-A, Planning Director

**ITEM SUMMARY:**

**Overview of the Applicant's Request:**

The applicant is requesting to rezone a 0.14 lot located at 1217 Timber Street from Residential Single-Family (RS) to Neighborhood Commercial (CN). The applicant's letter of intent states their plans for a spa and salon boutique in the existing structure and to increase the landscaping and aesthetics of the property.

**Staff Findings:**

Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the **proposed request complies with 4 of the 5 established in UDC 3.06.030 for a Rezoning**, as outlined in the attached Staff Report.

**Public Comments:**

As required by the Unified Development Code, all property owners within a 300-foot radius of the subject property and within the subdivision were notified of the Zoning Map Amendment request (33 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (August 18, 2019) and signs were posted on-site. To date, staff has received zero (0) written comments in favor, and zero (0) in opposition to the request.

**Planning & Zoning Commission (P&Z) Action:**

At their meeting on September 3, 2019, the P&Z unanimously recommended approval of the request.

**City Council Action:**

At their September 24, 2019 meeting, the City Council approved First Reading of the request.

**FINANCIAL IMPACT:**

None. The applicant has paid all required fees.

**SUBMITTED BY:**

Chelsea Irby, Senior Planner

**ATTACHMENTS:**

2019-7-REZ - P&Z Staff Report  
Exhibit 1 - Location Map  
Exhibit 2 - Future Land Use Map  
Exhibit 3 - Zoning Map  
Exhibit 4 - CN Standards and Permitted Uses  
Exhibit 5 - Letter of Intent  
Ordinance with Exhibits

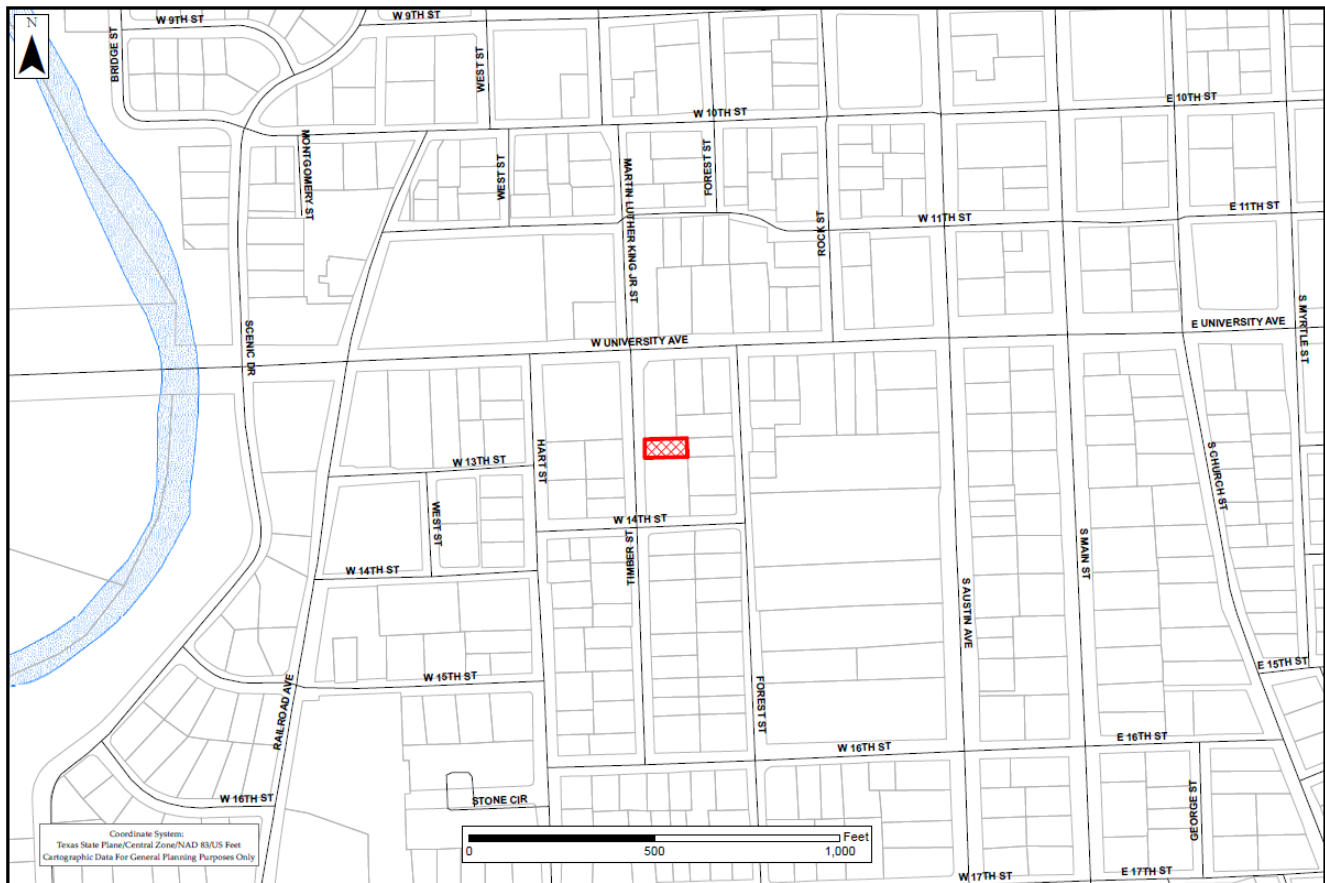
# Planning and Zoning Commission

## Planning Department Staff Report

**Report Date:** August 30, 2019  
**Case No:** 2019-7-REZ  
**Project Planner:** Chelsea Irby, Senior Planner

### Item Details

**Project Name:** 1217 Timber Rezoning  
**Project Location:** 1217 Timber, within City Council district No. 1.  
**Total Acreage:** 0.14  
**Legal Description:** Dalrymple Addition, BLOCK D, Lot 1  
**Applicant:** Tracey King  
**Property Owner:** Duane Harris and Jay S King  
**Request:** Zoning Map Amendment to rezone the subject property from **Residential Single-Family (RS)** to **Neighborhood Commercial (CN)**  
**Case History:** This is the first public hearing of this request.



*Location Map*

## Planning Department Staff Report

### Overview of Applicant's Request

The applicant is requesting to rezone a 0.14 lot located at 1217 Timber Street from Residential Single-Family (RS) to Neighborhood Commercial (CN). The applicant's letter of intent states their plans for a spa and salon boutique in the existing structure and to increase the landscaping and aesthetics of the property.

### Site Information

#### Location:

The subject property is located near the southeast corner of Timber Street and University Avenue. The property is currently used as a single-family residence. The property owner rents out the home.

#### Physical and Natural Features:

The subject property contains little natural features and is generally flat.

#### Future Land Use and Zoning Designations:

The subject property has an existing Future Land Use designation of Moderate Density Residential and is currently zoned Residential Single-Family (RS).

#### Surrounding Properties:

The surrounding area is a mix of non-residential and residential. This area is a transitional area into the Downtown area. The properties to the north are in the Downtown Overlay District. There are many houses that have been converted to non-residential uses in this area along the University Avenue corridor.

The current zoning, Future Land Use designation, and existing uses of the adjacent properties to the north, south, east and west are outlined in the table below:

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
North	Residential Single-Family (RS). The property owner requesting Local Commercial (C-1).	Specialty Mixed Use Area	Vacant structure (previously residential)
South	RS	Moderate Density Residential	Residential
East			
West (across Timber Street)	RS and C-1		Residential and Automotive





### Property History:

No notable property history.

### Comprehensive Plan Guidance

#### Future Land Use Map:

The Moderate Density Residential category is described in the 2030 Comprehensive Plan as comprising single family neighborhoods that can be accommodated at a density ranging between 3.1 and 6 dwelling units per gross acre, with housing types including small-lot detached and attached single-family dwellings (such as townhomes). This category may also support complementary non-residential uses along major roadways such as neighborhood-serving retail, office, institutional, and civic uses, although such uses may not be depicted on the Future Land Use Map.

#### Growth Tier:

**Tier 1A** is that portion of the city where infrastructure systems are in place, or can be economically provided, and where the bulk of the city's growth should be guided over the near term. Within Tier 1A, the city is called on to conduct assessments of public facility conditions and capacities, and to prioritize short and long term capital investments so as to ensure that infrastructure capacity is



## Planning Department Staff Report

---

sufficient to serve development intensities as indicated on the Future Land Use Map and in the zoning districts.

### Utilities

The subject property is located within the City's service area for water, wastewater, and electric. It is anticipated that there is adequate capacity to serve the subject property at this time. A Utility Evaluation may be required at time of Site Development Plan to determine capacity and any necessary utility improvements.

### Transportation

Timber is a Local/Residential Street. These streets are intended to provide access to adjoining properties by collecting the traffic from surrounding areas and distributing it to adjoining collectors or arterial streets. Local streets can access both collector level streets and arterial level streets.

A Traffic Impact Analysis (TIA) will be required at time of Site Development Plan for any development that generates more than two thousand (2,000) average daily trips based upon the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual.

### Proposed Zoning district

The Neighborhood Commercial District (CN) is intended to provide areas for small-scale office and commercial activities such as the sale of convenience goods and personal service businesses that primarily serve adjacent residential areas. No uses that adversely affect the health, safety, welfare, or residential character of neighborhoods are allowed. Neighborhood commercial areas are generally located within neighborhoods and have pedestrian access to adjacent residential areas.

Permitted uses in this district include, but are not limited to assisted living, group home, community garden, and library/museum. Other uses such as bed and breakfast, day care, general retail, general office, personal services, and restaurant are permitted subject to specific design limitations to ensure compatibility with the surrounding properties. Certain land uses including bar/tavern/pub, community center, event facility, inn, and drive-through restaurant uses may be permitted subject to approval of a Special Use Permit (SUP). Exhibit 4 contains a comprehensive list of CN district permitted uses and development standards.

### Intergovernmental and Interdepartmental Review

The proposed rezoning request was reviewed by all applicable City Departments to determine the appropriateness of the requested zoning on the subject property. No comments were issued regarding the zoning request.

### Approval Criteria

Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the **proposed request complies with 4 of the 5 established in UDC 3.06.030 for a Rezoning**, as outlined in the chart below.

## Planning Department Staff Report

REZONING APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	<b>Complies</b>	An application must provide the necessary information to review and make a knowledgeable decision in order for staff to schedule an application for consideration by the Planning and Zoning Commission and City Council. This application was reviewed by staff and deemed to be complete.
2. The zoning change is consistent with the Comprehensive Plan.	<b>Partially Complies</b>	<p>The request for Neighborhood Commercial (CN) is partially consistent with the Moderate Density Residential Future Land Use designation.</p> <p>The Moderate Density Residential category is described in the 2030 Comprehensive Plan as supporting “complementary non-residential uses along major arterials such as neighborhood-serving retail, office, institutional, and civic uses, although such uses may not be depicted on the Future Land Use Map.”</p> <p>The request partially complies with the Comprehensive Plan because while CN would provide neighborhood-serving uses, the subject property is not located directly along a major arterial. It is in proximity to a major roadway, approximately 240 feet.</p> <p>Given this proximity and the appropriateness of the adjacent rezoning request to the north, this rezoning to CN is appropriate to create a smooth transition from commercial to residential.</p>
3. The zoning change promotes the health, safety	<b>Complies</b>	The subject property is in between a commercial corridor and a

## Planning Department Staff Report

REZONING APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
<p>or general welfare of the City and the safe orderly, and healthful development of the City.</p>		<p>residential area. The property to the north (408 W University) has submitted a rezoning request for Local Commercial (C-1), which is appropriate along University Avenue.</p> <p>The designation of CN on the subject property would create a buffer from the proposed Local Commercial (C-1) zoning to the north and provide a smooth transition of uses into the residential area.</p>
<p>4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.</p>	<p><b>Complies</b></p>	<p>The area to the west has C-1 and General Commercial (C-3) zoning along the major arterial, and C-1 and Office (OF) scattered among the residential to the south.</p> <p>Neighborhood Commercial (CN) is appropriate next to residential zoning because is the least intense commercial zoning district. The UDC contains standards that require a low-level bufferyards to provide screening, as well as greater setbacks that would help to minimize the impact that commercial uses may have on the adjacent residential neighborhood. Additionally, the allowed use in the CN district are intended to serve the neighborhood.</p>
<p>5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.</p>	<p><b>Complies</b></p>	<p>The subject property is 0.14 acres and contains a single-family structure. This property and existing structure are suitable for the uses allowed in the CN district. The existing structure is situated toward the front of the property</p>

## Planning Department Staff Report

---

REZONING APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
		which allows for a small parking area in the rear. Generally, the uses permitted in the CN district would not require large amount of parking because of the floor-to-area ratio requirement of the District. The property would also be able to accommodate the required low-level bufferyard to the south.

Overall, the Neighborhood Commercial (CN) district is appropriate if the property to the north converts to Local Commercial (C-1). This would create a smooth transition of uses into the residential area.

### Meetings Schedule

9/3/2019 – Planning and Zoning Commission

9/24/2019 – City Council First Reading of the Ordinance

10/10/2019 – City Council Second Reading of the Ordinance

### Public Notification

As required by the Unified Development Code, all property owners within a 300-foot radius of the subject property and within the subdivision were notified of the Zoning Map Amendment request (33 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (August 18, 2019) and signs were posted on-site. To date, staff has received zero (0) written comments in favor, and zero (0) in opposition to the request.

### Attachments

Exhibit 1 – Location Map

Exhibit 2 – Future Land Use Map

Exhibit 3 – Zoning Map

Exhibit 4 – Design and development standards of the CN district

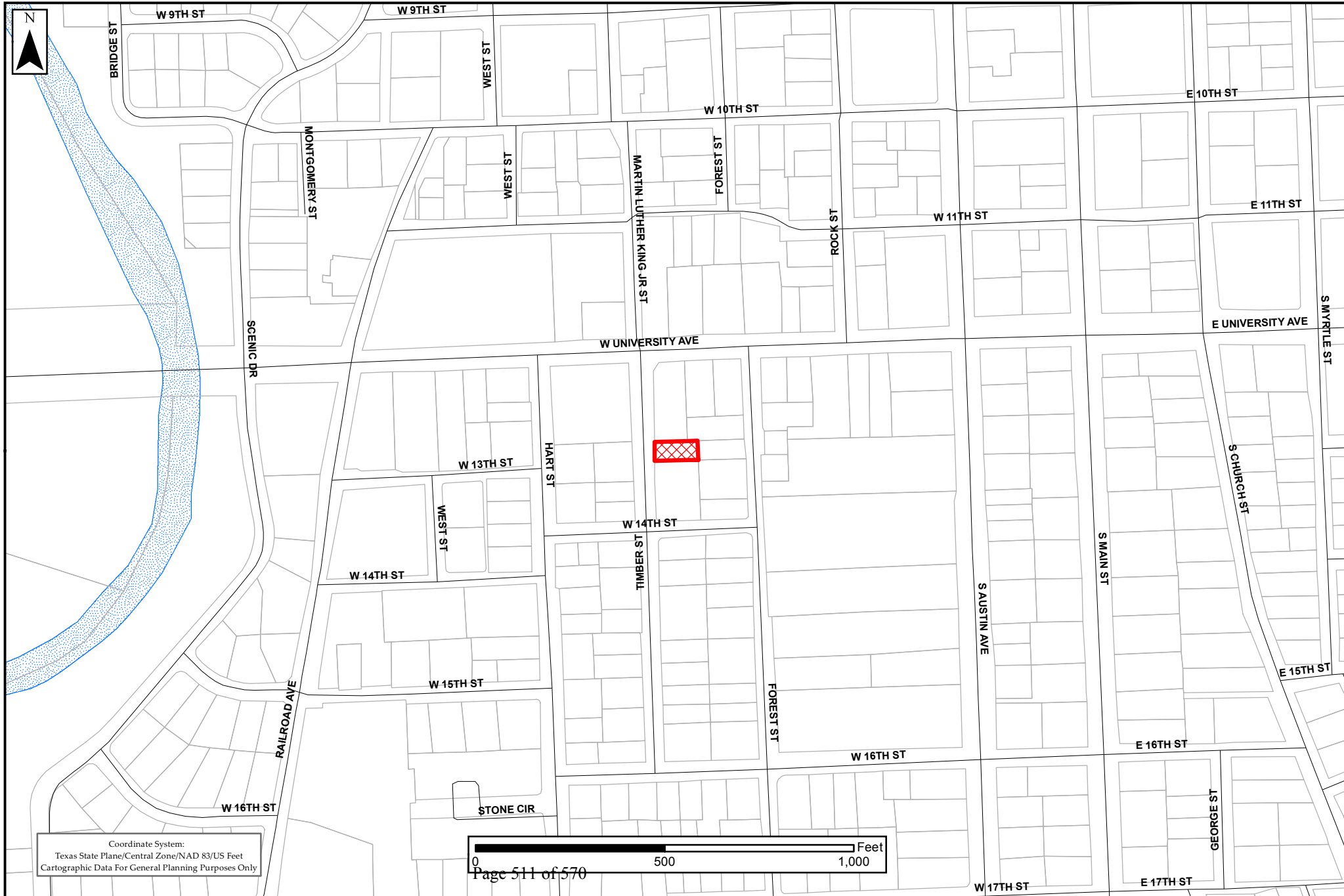
Exhibit 5 – Letter of Intent

# Location Map

## 2019-7-REZ

### Exhibit #1

- Legend
-  Site
  -  Parcels
  -  City Limits
  -  Georgetown ETJ







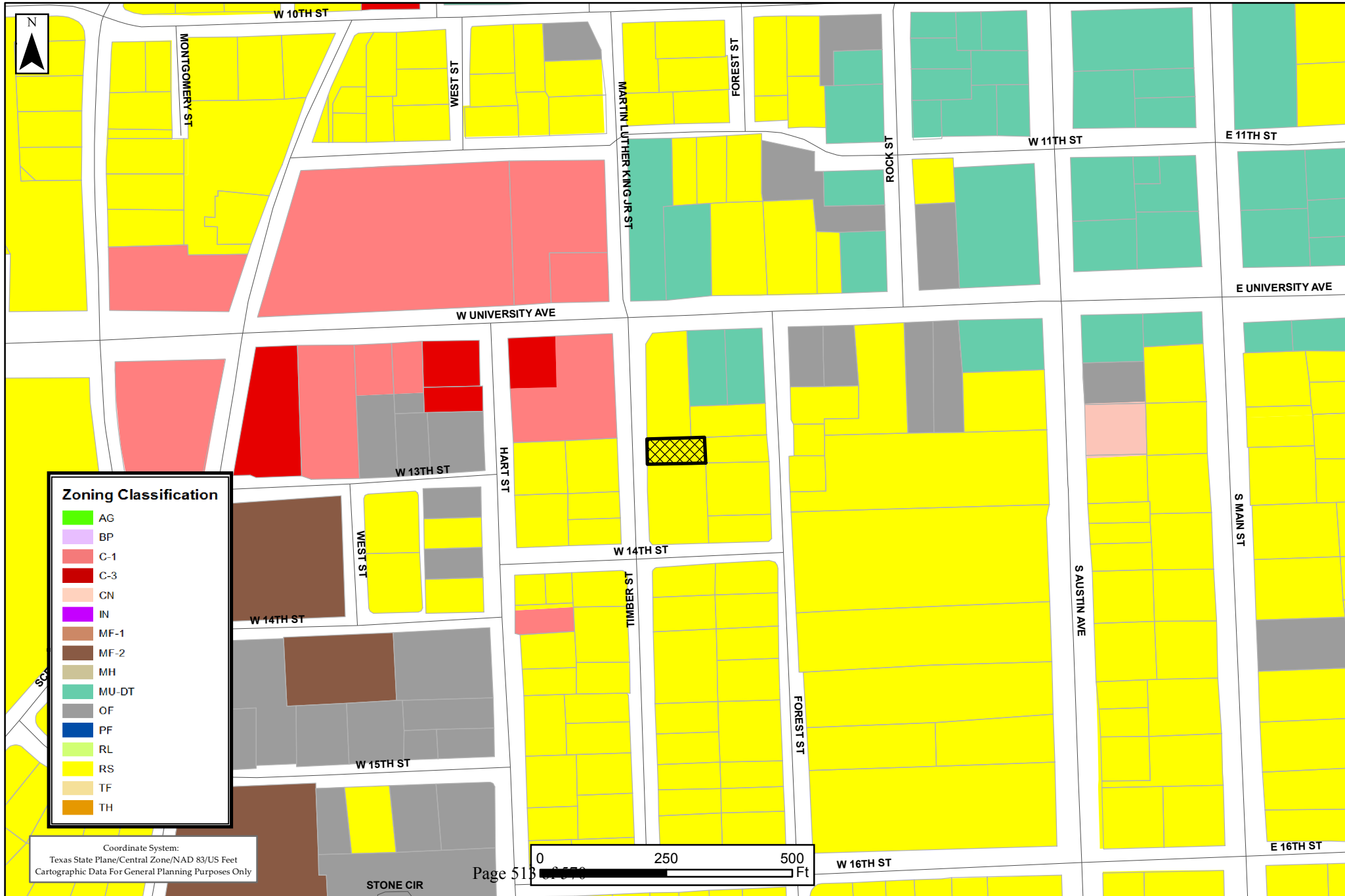
# Zoning Information

## 2019-7-REZ

### Exhibit #3

**Legend**

- Site
- Parcels
- City Limits
- Georgetown ETJ



## Neighborhood Commercial (CN) District

District Development Standards		
Maximum Building Height = 30 feet	Front Setback = 20 feet	Bufferyard = 10 feet with plantings
Maximum Building Size = 0.3 FAR, max. bldg. size 7,500 SF (only applies to those uses marked with * below)	(0 feet for build-to/downtown) Side Setback = 5 feet Side Setback to Residential = 10 feet Rear Setback = 0 feet Rear Setback to Residential = 20 feet	adjacent to AG, RE, RL, RS, TF, MH, MF-1, or MF-2 districts
Specific Uses Allowed within the District		
Allowed by Right	Subject to Limitations	Special Use Permit (SUP) Required
Assisted Living	Activity Center (youth/senior)	Bar/Tavern/Pub*
Dry Cleaning Service*	Bed and Breakfast (with events)	Community Center
Emergency Services Station	Consumer repair*	Event Facility
Government/Postal Office	Day Care (group/commercial)	Inn
Group Home (7+ residents)	Dry cleaning service (drop off only)	Restaurant (drive-through)*
Hospice facility	Farmer's market*	
Library/Museum	Fitness center*	
Nature Preserve/Community Garden	Food catering services*	
Nursing/Convalescent/Hospice	General retail*	
Parking Lot (park-n-ride)	General office*	
Utilities (Minor)	Home health care services*	
	Home based business	
	Laundromat*	
	Medical or dental offices*	
	Micro Brewery/Winery	
	Park (neighborhood)	
	Printing, mailing and reproduction services*	
	Personal services*	
	Religious assembly facility (with columbarium)	
	Restaurant (General)*	
	School (Elementary, Middle)	
	Upper-story Residential	
	Utilities (Intermediate)	
	Wireless Transmission Facility (<41')	

City of Georgetown  
Planning Department  
406 W. 8th Street  
P.O. Box 1458  
Georgetown, TX 78627

**RE: Letter of Intent:** Rezoning Application for the property located at 1217 Timber St.,  
Georgetown, TX 78626 (the “Property”)

This letter of intent for the rezoning of “Property” is submitted by the applicants, owners Jay King and Duane Harris, from the existing Residential Single-Family (RS) district to the Local Commercial (C-1) district.

The property is a 6217 square foot (52’ x 120’) lot that includes an existing 786 square foot, single story residential structure. The intent is to maintain the existing integrity of the structure, with no significant alternations beyond those required for certificate of occupancy or by the Planning Committee.

The future intended use of the “Property” is that of a spa & salon boutique that satisfies the continually expanding needs of the community while not deviating from the existing “old town” charm of the neighborhood that continues to attract and retain residents and businesses. This proposed use aligns with the 2030 Comprehensive Plan for the city’s future growth and development while maintaining character, specifically outlined in the Downtown Master Plan.

Per Chapter 3 - Development Strategy, the “Property” is located on the outer edge of the “Downtown South” area plan, with the adjacent property to the north included in the Downtown Overlay District Boundary. This Character Area has been designated to be a commercially-focused mixed-use area with retail, offices, and some housing, while serving as a transition to the abutting neighborhoods. This rezoning request would support a seamless transition between current/future business development and the existing residential zoning.

Existing property had extensive updating in 2018, including the addition of a privacy fence. Landscaping will be added to preserve adjacent residential privacy. Owners will continue to update property over time that maintains aesthetic consistency and progress of the historic downtown area.

The applicants respectfully request the City of Georgetown, Council, and Planning Commission and Planning Staff approval and support of the “Property” rezoning request to allow for a quality commercial use that meets all the needs of the neighborhood and area residents.

Thank you for your time and consideration. We welcome the opportunity to meet and discuss with all interested parties and representatives.

Respectfully,  
Jay King, Duane Harris

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

**An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map to rezone Lot 1, Block D of the Dalrymple Addition, generally located at 1217 Timber Street, from the Residential Single-Family (RS) zoning district to the Neighborhood Commercial (CN) zoning district; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.**

Whereas, an application has been made to the City for the purpose of amending the Official Zoning Map, adopted on the 12<sup>th</sup> day of June, 2012, for the specific Zoning District classification of the following described real property ("The Property"):

Lot 1, Block D of the Dalrymple Addition, generally located at 1217 Timber Street, as recorded in Volume 20, Page 619 of the Official Public Records of Williamson County, Texas, hereinafter referred to as "The Property"; and

Whereas, public notice of such hearing was accomplished in accordance with State Law and the City's Unified Development Code through newspaper publication, signs posted on the Property, and mailed notice to nearby property owners; and

Whereas, the Planning and Zoning Commission, at a meeting on September 3, 2019, held the required public hearing and submitted a recommendation of approval to the City Council for the requested rezoning of the Property; and

Whereas, the City Council, at a meeting on September 24, 2019, held an additional public hearing prior to taking action on the requested rezoning of the Property.

**Now, therefore, be it ordained by the City Council of the City of Georgetown, Texas, that:**

Section 1. 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 implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and further finds that the enactment of this Ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan and the City's Unified Development Code.

Section 2. The Official Zoning Map, as well as the Zoning District classification for the Property is hereby amended from the Residential Single-Family (RS) zoning district to the Neighborhood Commercial (CN) zoning district, in accordance with the attached *Exhibit A* (Location Map) and incorporated herein by reference.

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

**Page 1 of 2**

**Description:** 1217 Timber Street

**Case File Number:** 2019-7-REZ

**Date Approved:** October 8, 2019

**Exhibits A Attached**

Section 3. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

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 sign this ordinance and the City Secretary to attest. This ordinance shall become effective in accordance with the provisions of state law and the City Charter of the City of Georgetown.

APPROVED on First Reading on the 24<sup>th</sup> day of September, 2019.

APPROVED AND ADOPTED on Second Reading on the 8<sup>th</sup> day of October, 2019.

THE CITY OF GEORGETOWN:

ATTEST:

\_\_\_\_\_  
Dale Ross  
Mayor

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Charlie McNabb  
City Attorney

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

**Description:** 1217 Timber Street

**Date Approved:** October 8, 2019

**Page 2 of 2**

**Case File Number:** 2019-7-REZ

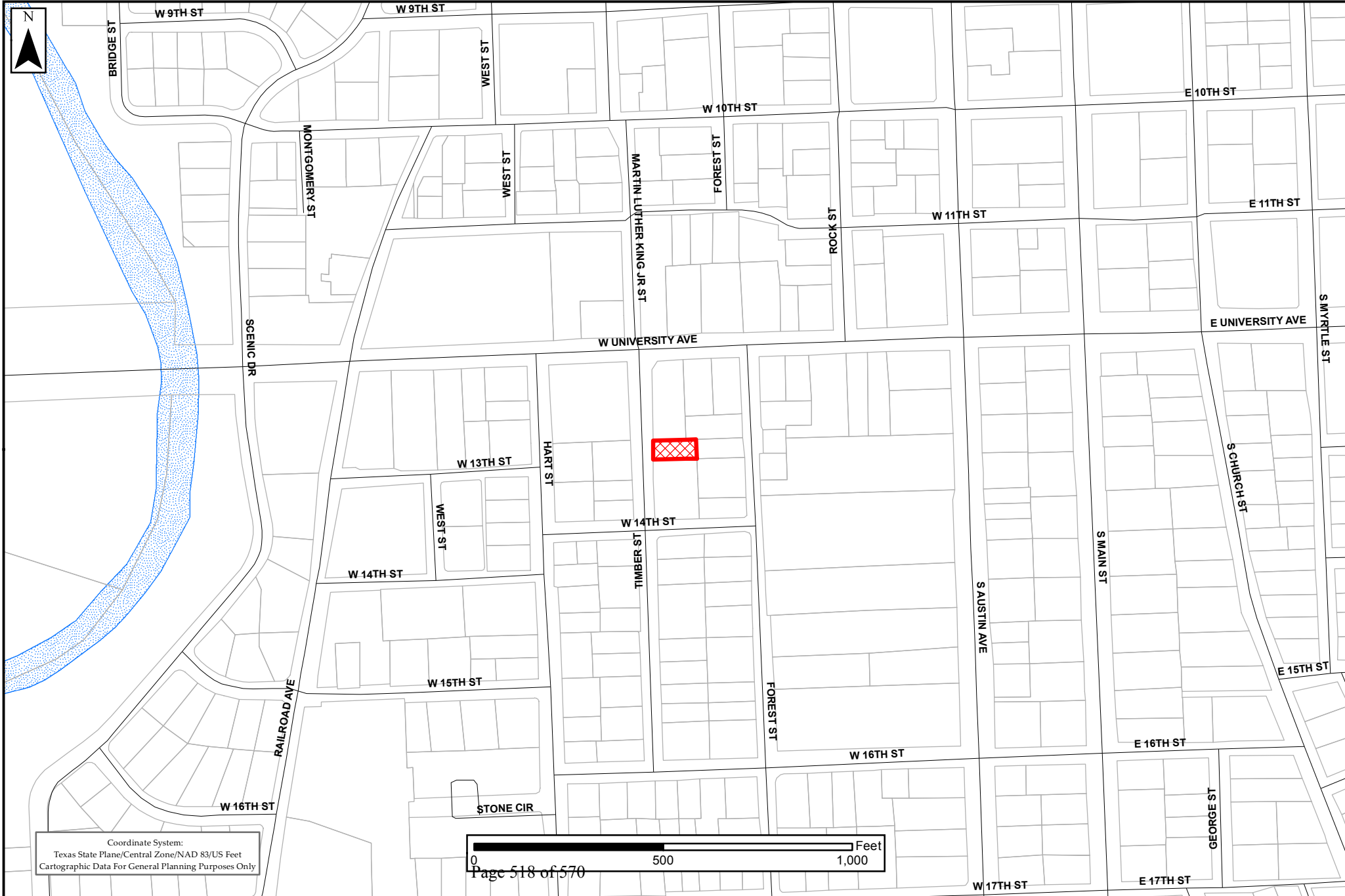
**Exhibits A Attached**

# Location Map

## 2019-7-REZ

### Exhibit A

- Legend
-  Site
  -  Parcels
  -  City Limits
  -  Georgetown ETJ





City of Georgetown, Texas  
City Council Regular Meeting  
October 8, 2019

**SUBJECT:**

**Second Reading** of an Ordinance **amending** the **Comprehensive Plan** to change the **Future Land Use designation from Low Density Residential to Moderate Density Residential** on an approximately **30.14-acre** tract in the William Addison Survey, Abstract No.21, generally located at **2488 Rockride Lane**, to be known as **Rockride Lane Subdivision** -- Sofia Nelson, CNU-A, Planning Director

**ITEM SUMMARY:**

**Overview of the Applicant's Request:**

The applicant has initiated a request to change the Future Land Use Category of approximately 30.14 acres from Low Density Residential (LDR) to the Moderate Density Residential (MDR) category. The applicant's intent is to bring the property into the city's corporate limits to develop a residential subdivision. The applicant's request for Residential Single-Family (RS) zoning upon annexation is not consistent with the current Low Density Residential (LDR) Future Land Use category. The LDR category is intended for densities under three (3) dwellings units per acre, which is less than the desired density. Therefore, the applicant is submitting this Comprehensive Plan Amendment (CPA) to change the Future Land Use Map to a category consistent with the proposed use of the subject property. The CPA application will precede the associated Annexation with Zoning application to all the Commission and Council to fully evaluate and determine the appropriateness of the Future Land Use category on this site. If the Commission and Council deny this CPA request, the subsequent Zoning request upon annexation would not be consistent with the current Future Land Use category, thus requiring a different zoning district designation.

**Staff's Analysis:**

The UDC establishes approval criteria in analyzing the long term effects of a Comprehensive Plan Amendment. Staff has reviewed the proposed request and has found that it partially complies with the criteria established in UDC Section 2.06.030 for a Comprehensive Plan Amendment, as outlined in the attached staff report.

**Public Comments:**

As required by the Unified Development Code, a legal notice advertising the public hearing was placed in the Sun Newspaper August 14, 2019. To date, staff has received 0 written comments regarding the request.

**Planning & Zoning Commission (P&Z) Action:**

At the September 3, 2019 meeting, the P&Z unanimously recommended approval of the request.

**City Council Action:**

At their September 24, 2019 meeting, the City Council unanimously approved First Reading of the request.

**FINANCIAL IMPACT:**

None. The applicant has paid the required application fees.

**SUBMITTED BY:**

Michael Patroski, Planner

**ATTACHMENTS:**

2019-4-CPA - P&Z Staff Report

Exhibit 1-Location Map

Exhibit 2-Future Land Use Map  
Exhibit 3-Letter of Intent  
Ordinance with Exhibits

# Planning and Zoning Commission

## Planning Department Staff Report

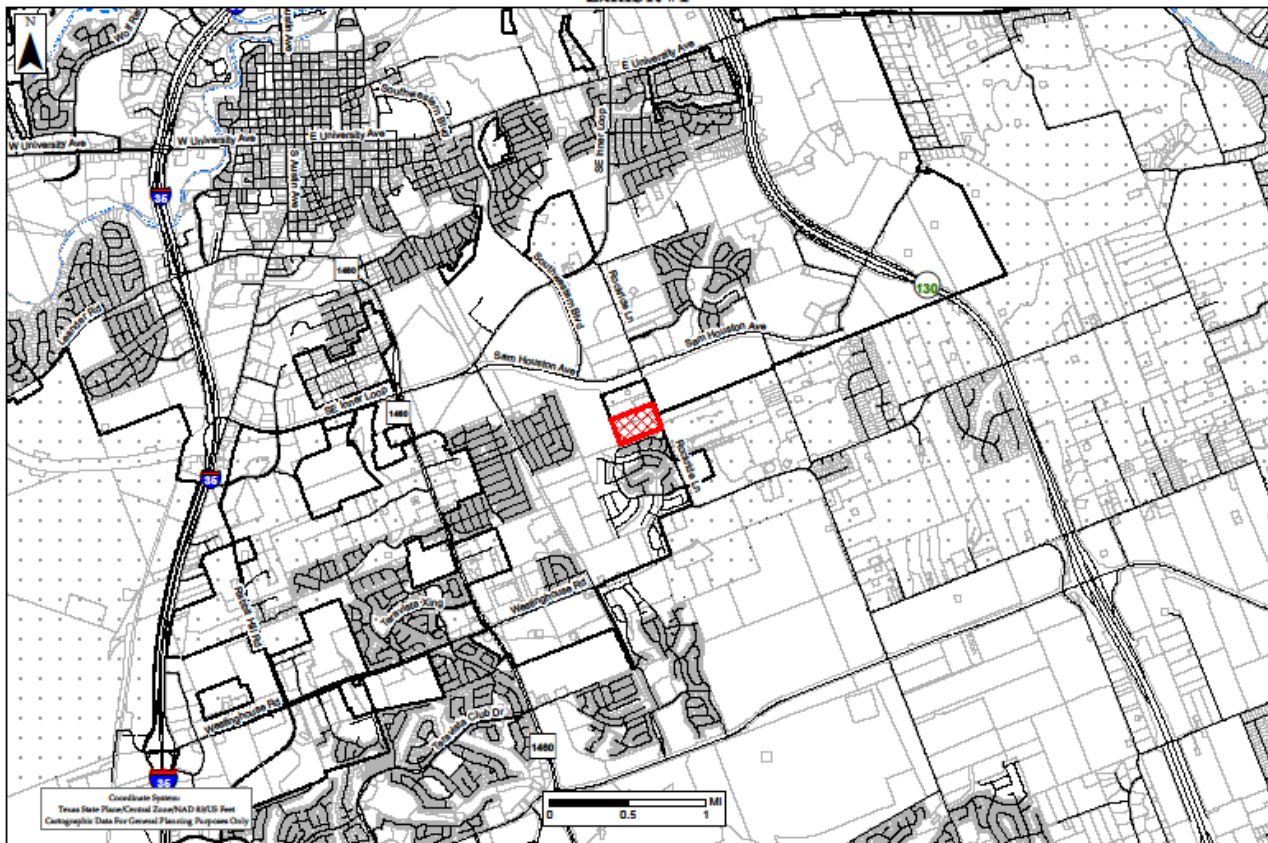
**Report Date:** August 28, 2019  
**Case No:** 2019-4-CPA  
**Case Manager:** Michael Patroski, Planner

### Item Details

<b>Project Name:</b>	Rockride Lane Subdivision
<b>Project Address:</b>	2488 Rockride Lane, within City Council district No. 7.
<b>Total Acreage:</b>	30.14
<b>Legal Description:</b>	30.14-acres tract in William Addison Survey, Abstract No. 21
<b>Applicant:</b>	BGE, Inc, c/o Brian Williams
<b>Property Owner:</b>	Blake Henderson
<b>Request:</b>	The applicant is requesting to change the Future Land Use of the property from <b>Low Density Residential (LDR) to Moderate Density Residential (MDR).</b>
<b>Case History:</b>	This is the first public hearing for this case.



Location Map  
**2019-4-CPA**  
Exhibit #1



## Planning Department Staff Report

### Overview of Applicant's Request

The applicant has initiated a request to change the Future Land Use Category of approximately 30.14 acres from Low Density Residential (LDR) to the Moderate Density Residential (MDR) category. The applicant's intent is to bring the property into the city's corporate limits to develop a residential subdivision. The applicant's request for Residential Single-Family (RS) zoning upon annexation is not consistent with the current Low Density Residential (LDR) Future Land Use category. The LDR category is intended for densities under three (3) dwellings units per acre, which is less than the desired density. Therefore, the applicant is submitting this Comprehensive Plan Amendment (CPA) to change the Future Land Use Map to a category consistent with the proposed use of the subject property.

The CPA application will precede the associated Annexation with Zoning application to all the Commission and Council to fully evaluate and determine the appropriateness of the Future Land Use category on this site. If the Commission and Council deny this CPA request, the subsequent Zoning request upon annexation would not be consistent with the current Future Land Use category, thus requiring a different zoning district designation.

### Site Information

#### Location:

The subject property is located at 2488 Rockride Lane. This property is located west of Rockride Lane, approximately 1250 feet south of the Rockride Lane/Sam Houston Ave intersection. The subject property has a concurrent running project to annex the 30.14-acre property and 1.182 acres of R.O.W.

#### Physical and Natural Features:

The subject property currently has one (1) residential structure on the property with very little tree coverage throughout the site.

#### Surrounding Properties:

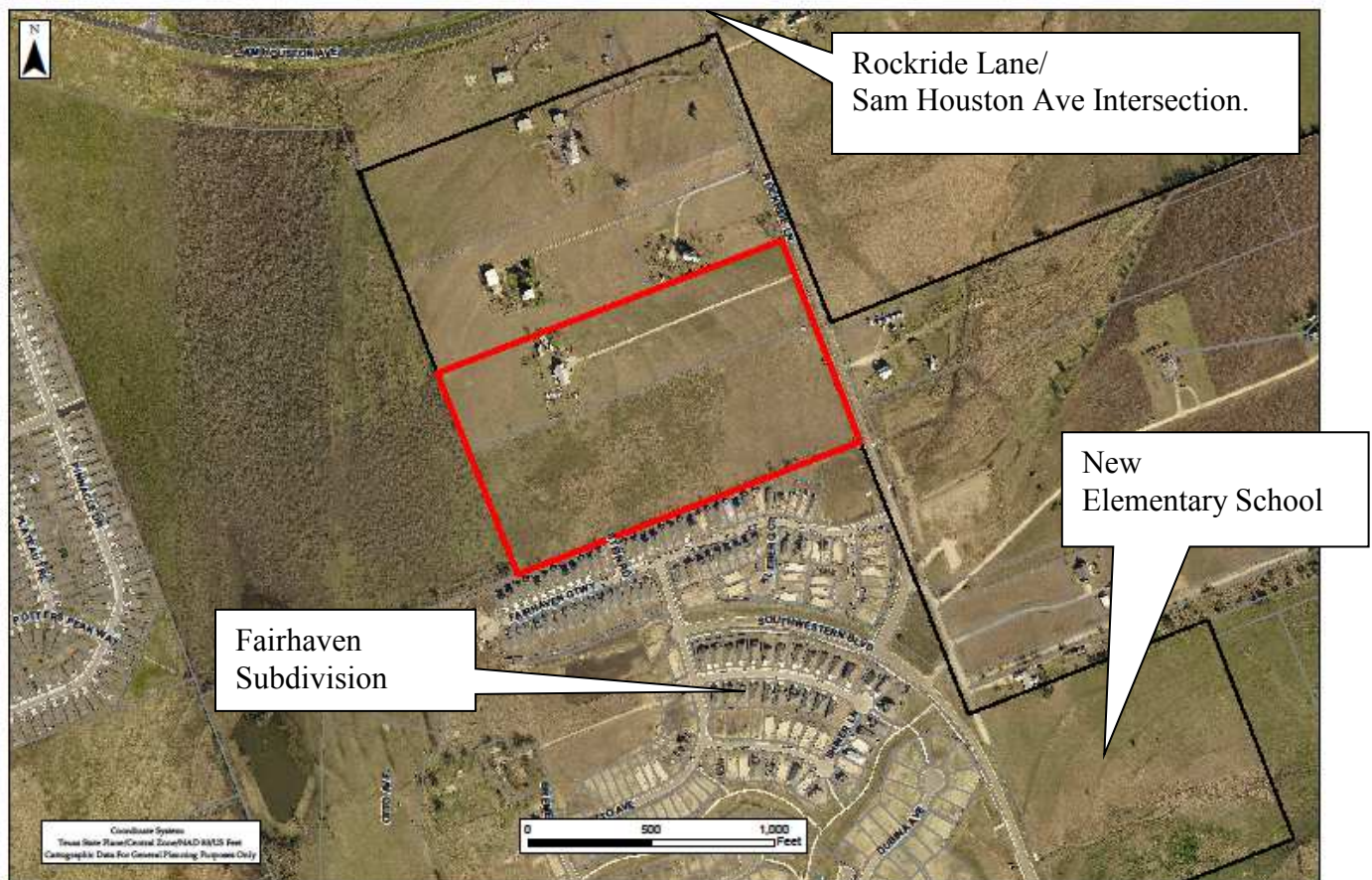
The subject property is situated along Rockride Lane. The subject property is directly adjacent to the Fairhaven subdivision to the south with predominantly undeveloped land surrounding the remainder of the property. The subject site's proposed zoning would reflect the adjacent Fairhaven Development.

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
North	ETJ	Employment Center/ Mixed Use Community	Residential Homes
South	RS	Low Density Residential	Fairhaven Subdivision
East	ETJ/AG	Low Density Residential/ Employment Center	Vacant/ Residential Home
West	AG	Low Density Residential/ Mixed Use Community	Vacant



2019-4-CPA  
Aerial

Legend  
Site  
City Limits



### Property History

The subject site is currently located in the City of Georgetown's ETJ. The applicant has submitted an application to have the Future Land Use Map changed to establish a designation of the property to accommodate their proposed concept plan for the 30.14-acre tract of land.

### Transportation

The subject site is currently located along Rockride Lane, an existing collector in accordance with the City's Overall Transportation Plan. The frontage for this property along Rockride is an estimated 882 feet.

### Utilities

The subject site is located within the Jonah Water SUD service area and the Oncor service area for electric. If this site is to be annexed, the property will be in City's service area for wastewater. There is capacity in the current line do to city's investment in the Kasper Development to the south.

### 2030 Comprehensive Plan

#### Future Land Use:

The 2030 Future Land Use category for the site is Low Density Residential. This category includes the



## Planning Department Staff Report

---

city's predominantly single-family neighborhoods that can be accommodated at a density between 1.1 and 3 dwelling units per gross acre. Conservation subdivisions are also encouraged in this land use district.

Modifications to development standards applicable to this category could address minimum open space requirements, public facility impacts, and greater roadway connectivity.

### **Growth Tier:**

The subject site is located within Growth Tier 2(Intermediate Growth Area 10-20 years). Tier 2 is the area within the ETJ where growth and the provision of public facilities are anticipated beyond the next 10 years and where premature, fragmented, leapfrog, or inefficient development is discouraged by the City. Until annexation occurs, land use and development controls are limited to subdivision review and signage, and in some cases building permits where City utilities are connected to new construction. However, the City may consider request for annexation, extension of City services, and rezoning's in this area.

### **Proposed Future Land Use Category**

As shown in Exhibit 3, the applicant is seeking to change the Future Land use category from Low Density Residential to Moderate Density Residential.

This land use category comprise single family neighborhoods that can be accommodate at a density ranging between 3.1 and 6 dwelling units per gross acre, with housing types including small-lot detached and attached single-family dwellings (such as townhomes).

As in the preceding category, the Moderate-Density Residential category may also support complementary non-residential uses along arterial roadways such as neighborhood serving retail, office, institutional, and civic uses, although such uses may not be depicted on the Future Land Use Map. Standards should be established to maximize compatibility of these uses with adjacent land uses, minimize traffic congestion and overloading of public infrastructure, and also ensure a high standard of site, landscape, and architectural design.

### **Inter Departmental, Governmental, and Agency Comments**

The proposed amendment was reviewed by the applicable City departments. No comments were issued regarding the amendment request.

### **Staff Analysis**

The Future Land Use Plan is a component/element of the 2030 Comprehensive Plan. It is a holistic view of Georgetown and provides guidance for land uses in a more broad based approach (as opposed to zoning). The Future Land Use Map provides guidance for zoning decisions. It does not necessarily reflect the present use of land or existing zoning district designations. Rather, the Future Land Use Map depicts the array and distribution of land uses as they are expected to exist in 2030.

The UDC identifies that amendments to the 2030 Plan may be considered when the request maintains sound, stable, and desirable development that is consistent with the goals and policies of the 2030 Plan.

Below is a summary of land use goals stated within the 2030 Plan used to evaluate this request.



## Planning Department Staff Report

---

- Promote sound, sustainable, and compact development patterns with balanced land uses, a variety of housing choices, and well integrated transportation, public facilities, and open space amenities.
- Attract desired forms of balanced development, creating quality urban, suburban, and rural places that offer a choice of setting and lifestyle.
- Encourage residential developments that are well-connected to the larger community, planned and designed to compliment the heritage and natural character of the City, and offer a variety of housing types and price ranges.
- Encourage sound, compact, and quality growth, including pedestrian-friendly development patterns that incorporate mixed-uses, a variety of densities, and resource conservation while accommodating public transportation, alternative fuel vehicles, biking, and walking as convenient substitutes for automobile use.
- Encourage the staged, orderly expansion of contiguous development to coincide with the expansion of roads and infrastructure.

Additionally, the UDC establishes approval criteria in analyzing the long term effects of a Comprehensive Plan Amendment. Staff has reviewed the proposed request and has found that it partially complies with the criteria established in UDC Section 2.06.030 for a Comprehensive Plan Amendment, as outlined below:

APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	Complies	An application must provide the necessary information to review and make a knowledgeable decision in order for staff to schedule and application for consideration by the Planning and Zoning Commission and City Council. The application was reviewed by staff and deemed to be complete.
2. The Amendment promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	Complies	The proposed amendment to the Future Land Use map promotes orderly development because it is consistent with the development trends of the surrounding areas, particularly the Kasper Development to the south. Other similar developments within the vicinity include Westhaven, La Conterra and Pinnacle Park to the west, Saddlecreek to the north, and

## Planning Department Staff Report

APPROVAL CRITERIA	FINDINGS	STAFF COMMENTS
		<p>Vizcaya to the south, within Round Rock's jurisdiction. In addition, due to the change in development pattern and vision for this portion of the City, a recent similar Comprehensive Plan amendment was approved for the property located at the intersection of Rockride Ln/Southwestern Ave and CR 110, approximately 2,000 feet south of the subject property.</p> <p>The proposed amendment to the Comprehensive Plan would be in line with Policy 1.A, Encourage a balanced mix of residential, commercial, and employment uses at varying densities and intensities, to reflect a gradual transition from urban to suburban to rural development. The proposed amendment would also be in line with Goal 4, Maintain and strengthen viable land uses and land use patterns (e.g., stable neighborhoods, economically sound commercial and employment areas, etc.).</p>

In addition to the approval criteria above, Section 3.04.030.B of the UDC contains the following guidelines when considering an amendment.

APPROVAL CRITERIA	STAFF COMMENTS
1. The need for the proposed change;	Upon annexation, the applicant is proposing to zone the subject property Residential Single-Family (RS). The RS zoning district has a minimum lot area of 5,500 sq.ft, which may accommodate a density of up to 7 dwelling units per gross acre. The current FLU

## Planning Department Staff Report

APPROVAL CRITERIA	STAFF COMMENTS
	<p>designation only supports residential development ranging between 1.1 to 3 dwelling units per acre, which are more compatible with the Residential Low Density (RL) zoning district (10,000 sq.ft minimum lot size). To better accommodate the proposed development, a FLU map amendment to change the Future Land Use category for the subject property is required.</p>
<p>2. The effect of the proposed change on the need for City services and facilities;</p>	<p>The proposed amendment would change the required demand for additional service and facilities due to the increase in density and total number on units that may be allowed in the proposed Moderate Density Residential category. The zoning districts that are suitable in the Moderate Density Residential category, include Residential Single-Family (RS) (minimum lot size of 5,500 square feet) as well as Townhouse (TH) (minimum lot size of 2,000 sq.ft). Both zoning districts allow greater density than what has been anticipated for the Low Density Residential category.</p> <p>However, this level of density is consistent with the uses of the surrounding area, which have extended adequate infrastructure to serve the area. It is believed at this time the city has adequate resources to serve the additional 30.14 acre property.</p>
<p>3. The compatibility of the proposed change with the existing uses and development patterns of nearby property and with the character of the neighborhood development of the City;</p>	<p>This designation change would be compatible with nearby properties and current character of the area. The Kasper Development to the south has a Planned Unit Development (PUD) with a base zoning district of Residential Single-Family, which is a residential development that is similar in scale and size of what is being requested for the subject property.</p> <p>Additionally, the nearby Patterson Tract on the east side of Rockride Land has recently had a FLU amendment and given the zoning designation of Residential Single-Family. This development trend helps describe how the character of the area has evolved from large acre lot residential to the</p>

## Planning Department Staff Report

---

APPROVAL CRITERIA	STAFF COMMENTS
	traditional single-family neighborhoods we are seeing today.
4. The implications, if any, that the amendment may have for other parts of the Plan.	The proposed amendment would facilitate the type of development that is trending along Rockride Lane. As Rockride Lane and Sam Houston Ave develop, FLU of Moderate Density Residential (MDR) may be a more appropriate designation considering the demand and opportunity for residential development within the vicinity. It is believed at this time that proposed amendment would have little effect on other parts of the Comprehensive Plan and that the city currently has the resources and ability to facilitate the proposed change in land use.

### Summary:

In summary, staff finds the proposed change from Low Density Residential (LDR) to Moderate Density Residential (MDR) is appropriate due to its compatibility with the development trends of the area. Upon annexation, the proposed amendment to the subject property would assist the city with providing consistent development trends of Moderate Density Residential along Rockride Lane and assist in the gradual transition from urban to suburban to rural development.

### Public Comments:

As required by the Unified Development Code, a legal notice advertising the public hearing was placed in the Sun Newspaper August 14, 2019. To date, staff has received 0 written comments regarding the request.

### FINANCIAL IMPACT:

None. The applicant has paid the required application fees.

### SUBMITTED BY:

Michael Patroski, Planner

### ATTACHMENTS

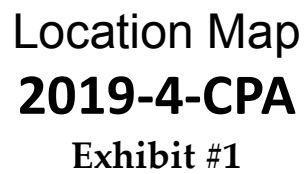
2019-4-CPA- P&Z Staff Report

Exhibit 1 – Location Map

Exhibit 2 – Future Land Use Map

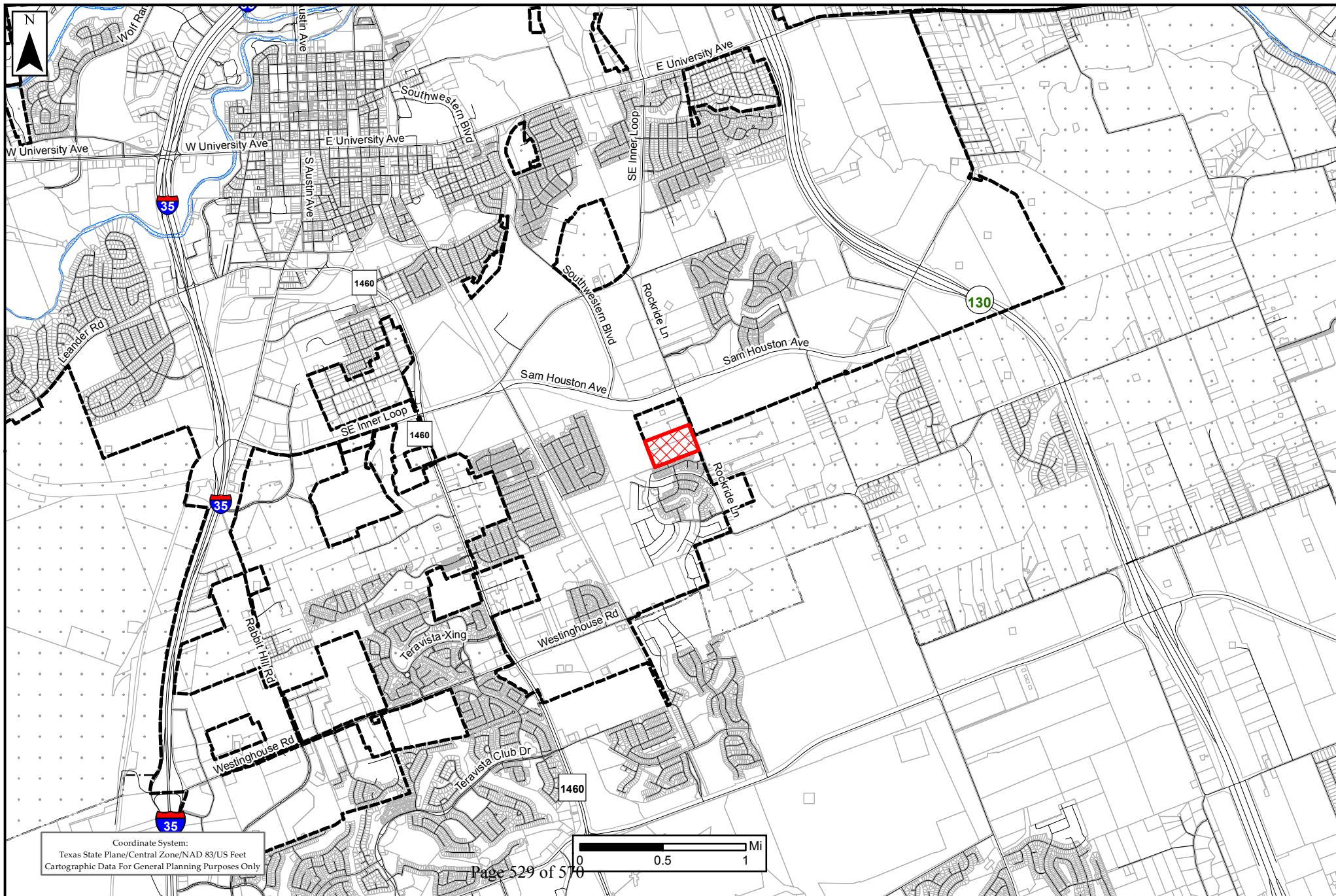
Exhibit 3 – Letter of Intent

Presentation

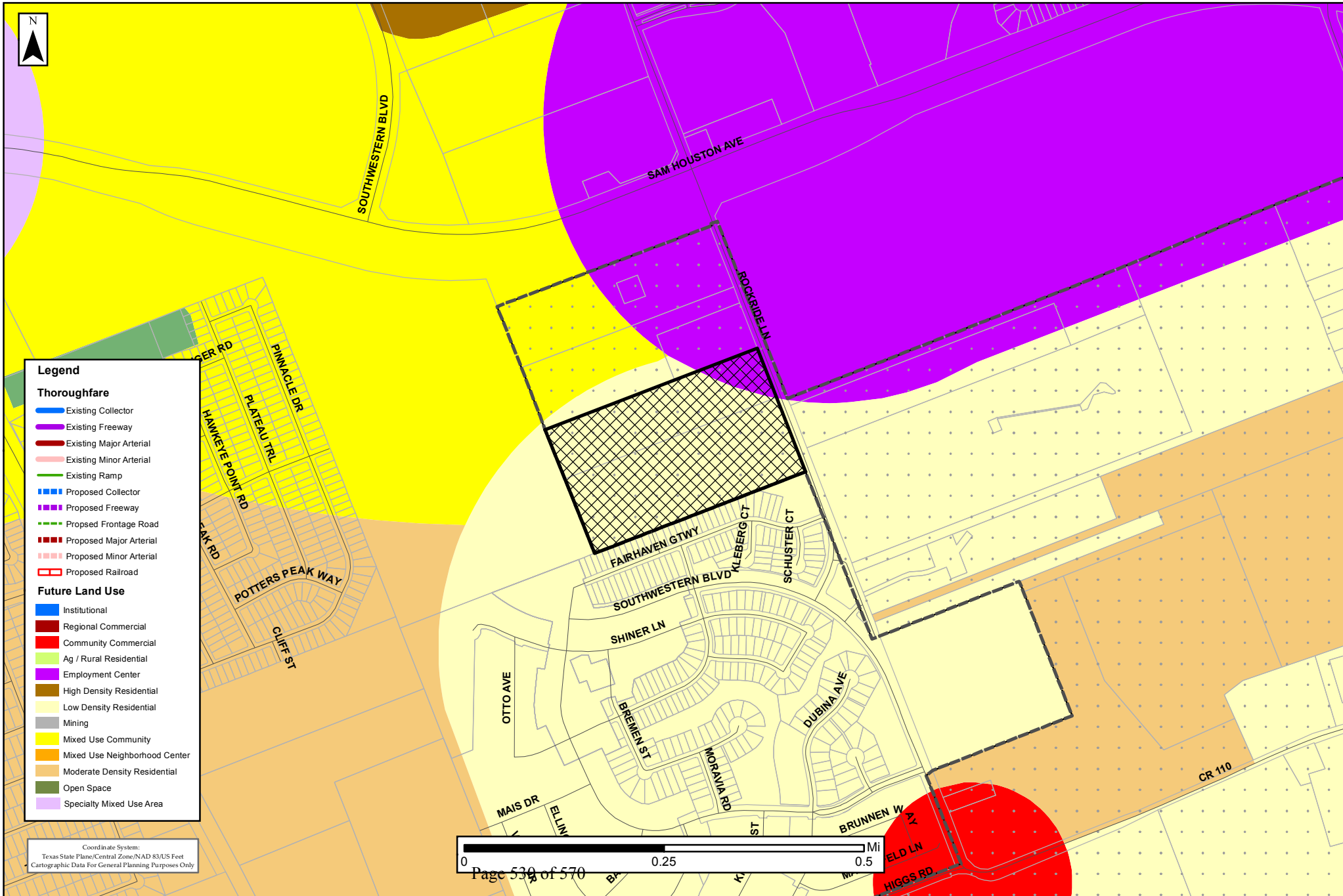


**Legend**

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ









City of Georgetown  
Planning and Zoning Commission  
406 West 8<sup>th</sup> Street  
Georgetown, Texas 78626

**RE: Letter of Intent for Comprehensive Plan Amendment  
Rockride Lane Development  
City of Georgetown ETJ, Texas 78626**

To Whom It May Concern:

Please accept this Letter of Intent as part of our application for Comprehensive Plan amendment regarding the subject 30.14 acre property located off of Rockride Lane ("Tract"), which is concurrent to an application for voluntary annexation. The change to the Comprehensive Plan is required to allow the Tract to be annexed and zoned RS – Residential Single Family. The desired RS zoning density is greater than that allowed by the Low Use Residential standards currently prescribed by the City's Future Land Use Map.

**Justification for Comprehensive Plan Amendment in accordance with The 2030 Plan, Future Land Use Map, and UDC Sec. 3.04.030**

*"Description of changing or unforeseen circumstances/emergence of new information that supports the proposed amendment"*

As shown in Exhibit 1, the Tract, while currently placed in a "Low Density Residential" Future Land Use area, is located between the Casper Development to the south, (a Moderate-Density development), designated Moderate Density land use to the west, Mixed Use Community land use to the Northwest, and designated Employment Center land use to the north and east. Effectively, if the Tract were to remain a Low Density Residential area, it would represent a small pocket of Low Density Residential development surrounded by areas of higher usage, rather than being contiguous to similar developments. Designating the Rockride Lane Development as Moderate Density would make for a smoother transition in terms of developmental density in the surrounding area.

Additionally, the Tract is bordered to the east by Rockride Lane, a major arterial, which is better complemented by a land use other than low-density residential.

Furthermore, designating the Land Use of the Tract as Moderate-Density Residential makes for a more efficient usage of the City wastewater facilities that have recently been extended into the area. Fiscally-speaking, supplying a Moderate Density development is a better use of the investment made to extend utilities than supplying Low Density development.

*"Which Vision Statements and/or Goals, Strategies, and Actions the proposed change would be implementing and why the 2030 **Future Land Use designation**/Growth Tier/OTP does not meet the vision or goals (such as a significant economic development opportunity in Tier 2 or 3)."*

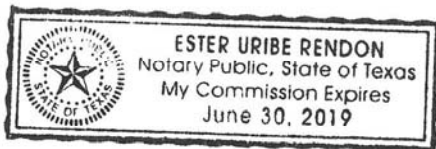
Page 2.14 of the 2030 Comprehensive Plan states both that the City desires "consolidated development patterns, where feasible" and that it encourages "the staged, orderly expansion of contiguous development to coincide with the expansion of roads and infrastructure." As outlined above, the requested land use change to Moderate Density Residential would coincide with adjacent development patterns as well as with recent expansions to City infrastructure. Approval of an amendment to the 2030 Plan would help to promote the contiguous, continued development of Moderate Density Residential and complementary land uses of the area.

We appreciate the City of Georgetown's consideration of this application for Comprehensive Plan amendment.



Respectfully,

[NOTARIZED OWNER'S SIGNATURE]



*Ester Uribe Rendon  
June 24, 2019*

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

**An Ordinance of the City Council of the City of Georgetown, Texas, amending the 2030 Comprehensive Plan Future Land Use Plan to change the land use designation from Low Density Residential to Moderate Density Residential for 30.14 acres, more or less, in the William Addison Survey, Abstract No. 21, generally located at 2488 Rockride Lane, to be known as Rockride Lane Subdivision; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.**

Whereas, an application has been made to the City for the purpose of amending the 2030 Comprehensive Plan – Future Land Use Plan.

Whereas, public notice of such hearing was accomplished in accordance with State Law, the 2030 Comprehensive Plan, and the City’s Unified Development Code through newspaper publication, signs posted on the Property, and mailed notice to nearby property owners; and

Whereas, the Planning and Zoning Commission, at a meeting on September 3, 2019 held the required public hearing and submitted a recommendation of approval to the City Council for the requested comprehensive plan amendment; and

Whereas, the City Council, at a meeting on September 24, 2019 held an additional public hearing prior to taking action on the requested comprehensive plan amendment.

**Now, therefore, be it ordained by the City Council of the City of Georgetown, Texas, that:**

Section 1. 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 implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and further finds that the enactment of this Ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan and the City’s Unified Development Code.

Section 2. The 2030 Comprehensive Plan –Future Land Use Plan to change the land use designation from Low Density Residential to Moderate Density Residential for 30.14 acres, more or less, in the William Addison Survey, Abstract No. 21, in accordance with the attached *Exhibit A* (Location Map) and *Exhibit B* (Graphical depiction of the property) and incorporated herein by reference.

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

Page 1 of 2

Description: \_\_\_\_\_

Case File Number: \_\_\_\_\_

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

Exhibits A-B Attached

Section 3. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

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 sign this ordinance and the City Secretary to attest. This ordinance shall become effective in accordance with the provisions of state law and the City Charter of the City of Georgetown.

APPROVED on First Reading on the 24<sup>th</sup> day of September, 2019.

APPROVED AND ADOPTED on Second Reading on the 8<sup>th</sup> day of October, 2019.

THE CITY OF GEORGETOWN:

ATTEST:

\_\_\_\_\_  
Dale Ross  
Mayor

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Charlie McNabb  
City Attorney

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

Page 2 of 2

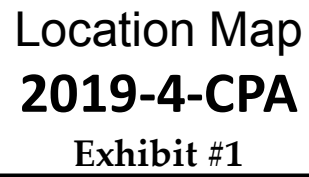
Description: \_\_\_\_\_

Case File Number: \_\_\_\_\_

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

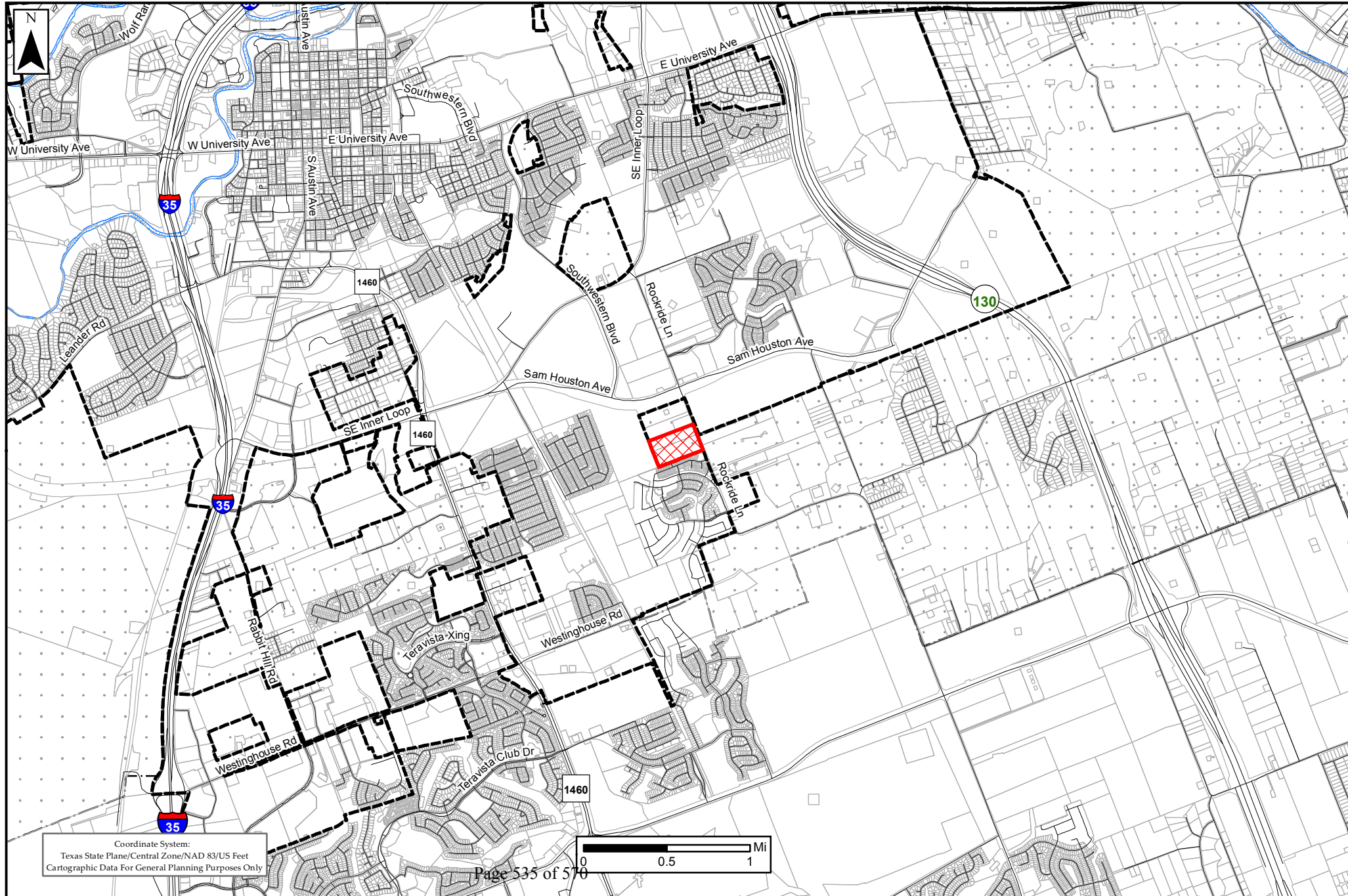
Exhibits A-B Attached





**Legend**

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ



LEGAL DESCRIPTION

FIELD NOTES FOR A 1.182 ACRE TRACT OF LAND OUT OF THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21, WILLIAMSON COUNTY, TEXAS; BEING OUT OF THE EXISTING RIGHT-OF-WAY OF ROCKRIDE LANE, (COUNTY ROAD NO. 110), A VARIABLE WIDTH RIGHT-OF-WAY, AS MONUMENTED, NO DEED REFERENCE FOUND; SAID 1.182 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod found on the westerly right-of-way line of said Rockride Lane at the northeasterly corner of a called 12.00 acre tract of land described in Document No. 2016050026, Official Public Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, N 68°44'11" E, departing said westerly right-of-way line, crossing said right-of-way, a distance of 58.41 feet to a calculated point on the common line of the remaining portion of a 164.66 acre tract of land described in Document No. 1999083673, Official Public Records of Williamson County Texas and the easterly right-of-way line of said Rockride Lane for the northeasterly corner of the herein described tract;

THENCE, S 21°15'49" E, coincident with said common line, passing at a distance of 381.02 feet, a 1/2-inch iron rod with a cap stamped "HMEADOR RPLS1966" found at the common corner of the remainder of said 164.66 acre tract and a 6.479 acre tract of land described in Document No. 2019007168, Official Public Records of Williamson County, Texas and continuing coincident with the common line of said 6.479 acre tract and said easterly right-of-way line a total distance of 430.99 feet to 1/2-inch iron rod with a cap stamped "CCC4835" found at the common corner of the 6.479 acre tract and a 12.892 acre tract of land described in Document No. 2019006311, Official Public Records of Williamson County Texas, for an angle point of the herein described tract;

THENCE, S 21°30'18" E, coincident with the common line of said 12.982 acre tract and said easterly right-of-way line, passing at a distance of 300.14 feet 1/2-inch iron rod found at the common corner of the 12.892 acre tract and the remaining portion of a 52.53 acre tract of land described in Document No. 2007084257, Official Public Records of Williamson County, Texas and continuing coincident with the common line said remaining portion of the 52.53 acre tract and said easterly right-of-way line a total distance of 444.88 feet to a calculated point for the southeasterly corner of the herein described tract;

THENCE, S 68°29'42" W, departing said common line, recrossing said right-of-way a distance of 60.09 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the aforementioned westerly right-of-way line of said Rockride Lane at the southeasterly corner of an 18.12 acre tract of land described in Document No. 2014073916, Official Public Records of Williamson County, Texas for the southwesterly corner of the herein described tract;



THENCE, N 21°16'35" W, coincident with the common line of the said 18.12 acre tract and said westerly right-of-way line, passing at a distance of 527.32 feet a 1/2-inch iron rod found at the common corner of the 18.12 acre tract and the aforementioned 12.00 acre tract of land and continuing coincident with the common line of said 12.00 acre tract and said westerly right-of-way line a total distance of 876.12 feet to the **POINT OF BEGINNING** and containing 1.182 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc., and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, Central Zone, NAD 83. An exhibit plat accompanies this description. This document was prepared under 22 TAC §663.21 and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Dion P. Albertson RPLS No. 4963

BGE, Inc.

7330 San Pedro Ave, Suite 202

San Antonio TX 78216

Telephone: 210-581-3600

TBPLS Licensed Surveying Firm No. 10194490



# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

## LEGEND

DOC. NO. O.P.R.W.C. DOCUMENT NUMBER OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS  
P.O.B. P.R.W.C. POINT OF BEGINNING PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS  
R.O.W. RIGHT-OF-WAY  
● FOUND 1/2" I. ROD  
○ UNLESS OTHERWISE NOTED SET 1/2" I. ROD  
△ W/ "BGE INC" CAP  
CALCULATED POINT

REMAINDER OF A CALLED 164.66 ACRES  
JAMES DAVID HONEYCUTT, AND WIFE,  
MARGARET ANN HONEYCUTT  
DOC. NO. 1999083673 O.P.R.W.C.



KIRSCHMAN ACRES  
CABINET K, SLIDE  
376, P.R.W.C.

P.O.B.

**1.182 ACRES**  
51,499 SQUARE FEET  
PORTION OF ROCKRIDE LANE  
RIGHT-OF-WAY

CALLLED 12.00 ACRES  
BLAKE & TERILYN HENDERSON  
DOC #2016050026 O.P.R.W.C.

CALLLED 12.892 ACRES  
ALDON PROPERTIES, LLC.  
DOC. NO. 2019006311 O.P.R.W.C.

CALLLED 6.479 ACRES  
ALDON PROPERTIES, LLC.  
DOC. NO. 2019007168  
O.P.R.W.C.

WILLIAM ADDISON SURVEY  
ABSTRACT NO. 21

CALLLED 18.12 ACRES  
BLAKE & TERILYN HENDERSON  
DOC #2014073916 O.P.R.W.C.

REMAINDER OF A CALLED 52.53 ACRES  
LINDA BRADY JOHNSON  
DOC. NO. 2007084257 O.P.R.W.C.

CALLLED 34.19 ACRES  
EARL WAYNE BRADY  
DOC. NO. 2007084256 O.P.R.W.C.

LOT 21  
DRAINAGE/UTILITY/  
OPEN SPACE  
1.71 AC

AMENDING FINAL PLAT OF  
KASPER, SECTION 1  
DOC #2018094848, O.P.R.W.C.

## LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 68°44'11" E	58.41'
L2	S 68°29'42" W	60.09'

## BEARING BASIS NOTE:

HORIZONTAL DATUM BASED UPON  
TEXAS STATE PLANE  
COORDINATE SYSTEM, NAD83,  
TEXAS CENTRAL ZONE.  
DISTANCES SHOWN HEREON ARE  
IN SURFACE USING A COMBINED  
SCALE FACTOR OF 0.9998697559



**BGE, Inc.**  
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
Tel: 512-879-0400 • [www.bgeinc.com](http://www.bgeinc.com)  
TBPLS Licensed Surveying Firm No. 10106502

SCALE: 1"=200'

SHEET 3

OF 3

Copyright 2019



LEGAL DESCRIPTION

FIELD NOTES FOR A 30.13 ACRE TRACT OF LAND OUT OF THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21, WILLIAMSON COUNTY, TEXAS; BEING ALL OF A CALLED 18.12 ACRE TRACT OF LAND AS CONVEYED TO BLAKE HENDERSON AND WIFE, TERILYN HENDERSON BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT #2014073916, AND ALL OF A CALLED 12.00 ACRE TRACT OF LAND AS CONVEYED BLAKE HENDERSON AND TERILYN HENDERSON BY WARRANTY DEED RECORDED IN DOCUMENT #2016050026, BOTH RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 30.13 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 "BGEINC" set on the westerly right-of-way line of County Road No. 110 (a/k/a Rockride Lane) (width varies, no deed of record found), at the southeasterly corner of said 18.12 acre tract, being the southeast corner of a 200 acre tract of land (historical reference) conveyed to M.R. Cody in Volume 48, Page 612 of the Deed Records of Williamson County Texas at the northeast corner of an 85.2 acre tract of land (historical reference) conveyed to J.J. Johnson and wife, Faye Ole Johnson in Volume 359, Page 358 of the Deed Records of Williamson County, Texas, for the southeasterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 68°53'05" W, coincident with the common line of said 18.12 acre tract and said right-of-way line, passing at a distance of 6.62 feet the northeast corner of the Amending Final Plat of Kasper, Section 1, Subdivision, recorded in Document # 2018094848, Official Public Records of Williamson County, Texas and continuing coincident with the common line of the 18.12 acre tract and said Kasper, Section 1, a total distance of 1,493.36 feet to a 1/2-inch iron rod found at the common corner of the 18.12 acre tract and a called 156.11 acre tract of land conveyed to John Dimmitt Hughes in Volume 276, Page 49, Deed Records, Williamson County Texas, for the southwesterly corner of the herein described tract;

THENCE, N 21°47'46" W coincident with the common line of the 18.12 acre tract and said 156.11 acre tract, a distance of 528.06 feet to a 1/2-inch iron rod found at the common corner of the 18.12 acre tract and the aforementioned 12.00 acre tract of land, an angle point of the herein described tract;

THENCE, N 21°20'33" W coincident with the common line of said 12.00 acre tract and the 156.11 acre tract, a distance of 349.27 feet to a 1/2-inch iron rod found at the common corner of the 12.00 acre tract and Lot 1, Kirschman Acres Subdivision, recorded in Cabinet K, Slide 376, Plat Records, Williamson County Texas, the northwest corner of herein described tract;

THENCE, N 68°55'47" E coincident with the common line of the 12.00 acre tract, said Lot 1 and Lot 2, said Kirschman Acres Subdivision, passing at a distance of 1,463.56 feet the southeast corner of said Lot 2 and continuing a total distance of 1,498.56 feet to a 1/2-inch iron rod found on the aforementioned west right-of-way line of County Road 110, at the northeast corner of the 12.00 acre, the northeast corner of herein described tract;

THENCE, S 21°16'35" E coincident with the common line of the 12.00 acre tract, the aforementioned 18.12 acre tract and said right-of-way line, a distance of 876.12 feet to the **POINT OF BEGINNING** and containing 30.13 acres of land, more or less.

I hereby certify that this description was prepared by a survey made on the ground by employees BGE, Inc. on May 16, 2019. A survey plat (Project No. 6820-00) was prepared in conjunction with this metes and bounds description. Bearing orientation is based on the Texas State Plane Coordinate System, Central Zone, NAD 83.



Dion P. Albertson RPLS No. 4963

BGE, Inc.

7330 San Pedro Ave, Suite 202

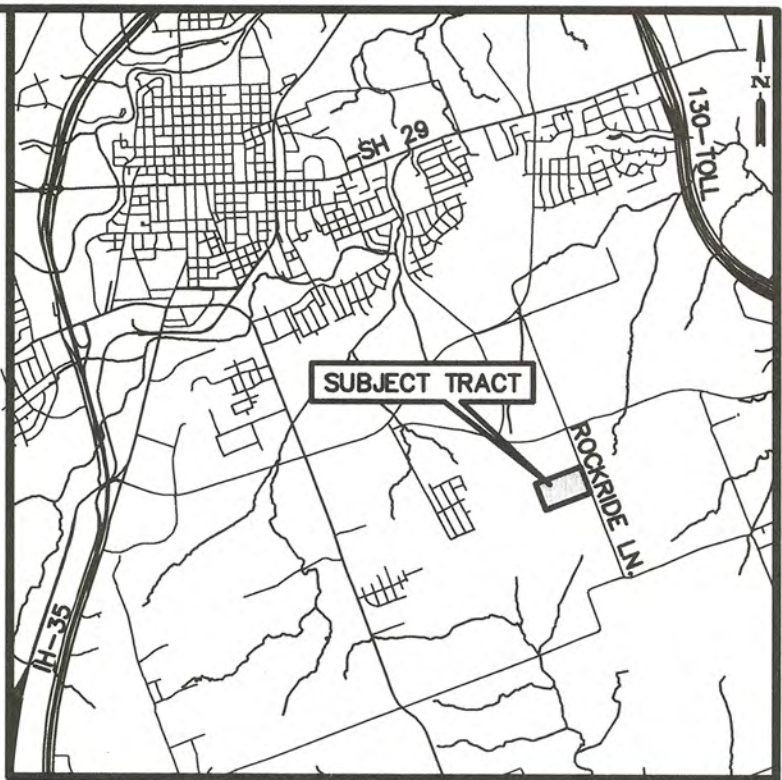
San Antonio TX 78216

Telephone: 210-581-3600

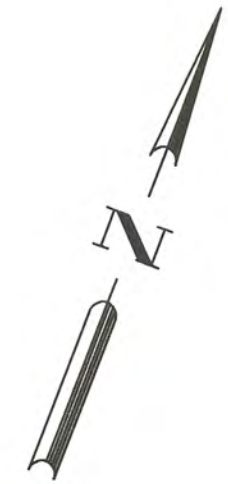
TBPLS Licensed Surveying Firm No. 10194490







VICINITY MAP  
N.T.P.



LEGEND

A.C.	AIR CONDITIONER
B.	BOLLARD
B.L.	BOARD FENCE
B.L.	BUILDING LINE
BLDG.	BUILDING
B.W.F.	BARBED WIRE FENCE
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.O.	CLEAN OUT
D.E.	DRAINAGE EASEMENT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ESMT.	EASEMENT
FND.	FOUND
F.P.	FENCE POST
H.W.F.	HOG WIRE FENCE
I.	IRON
M.H.	MANHOLE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PAGE	PAGE
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.U.E.	PUBLIC UTILITY EASEMENT
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
R.O.W.	RIGHT-OF-WAY
TEL	TELEPHONE
TRANS.	TRANSFORMER
VOL.	VOLUME
W.F.	WATER FAUCET
W.M.	WATER METER
W.V.	WATER VALVE
●	FOUND 1/2" I. ROD UNLESS OTHERWISE NOTED
○	1/2" I. ROD SET WITH CAP "BGE INC."
—	EDGE OF ASPHALT
—	OVERHEAD UTILITIES
—	BARBED WIRE FENCE

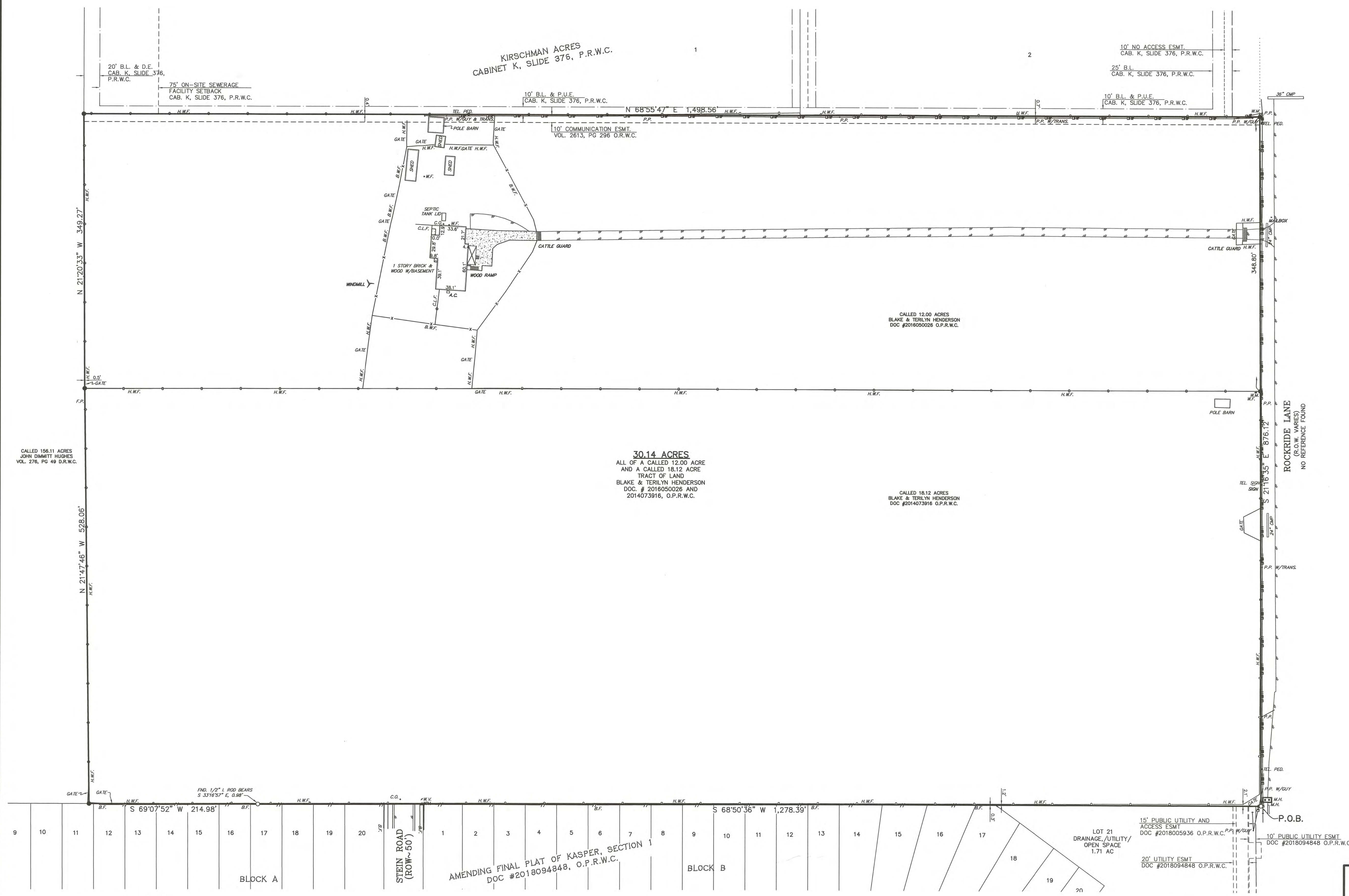
Revised June 5, 2019—Update Title Commitment

**BGE, Inc.**  
7330 San Pedro Ave., Suite 202, San Antonio, TX 78216  
Tel: 210-581-3600 • www.bgeinc.com  
TBPLS Licensed Surveying Firm No. 10194490

**LAND TITLE SURVEY OF  
30.14 ACRES OF LAND  
SITUATED IN THE  
WILLIAM ADDISON SURVEY  
ABSTRACT NO. 21  
WILLIAMSON COUNTY, TEXAS**

PARTY CHIEF:	C.T.	ISSUE DATE:	05/28/2019
TECHNICIAN:	R.H.	REVISED DATE:	06/05/2019
R.P.L.S.:	D.A.	SCALE:	1"=60'
FIELD BOOK:	N/A	JOB NUMBER:	6820-00
BASE FILE:	R:\120\Projects\Brahm_Homes\6820-00_Rockridge_Survey\01_Calcs		

SHEET **1**  
OF 1



- GENERAL NOTES
- MONUMENTATION AS SHOWN HEREON.
  - BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83
  - THE PROPERTY LIES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48491C0485E, REVISED SEPTEMBER 26, 2008.
  - THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY STEWART TITLE GUARANTY COMPANY AND COUNTERSIGNED BY GEORGETOWN TITLE COMPANY, INC. UNDER FILE NUMBER 190074826, DATED EFFECTIVE MAY 22, 2019 AND ISSUED ON JUNE 3, 2019.
  - A METES AND BOUNDS DESCRIPTION IS BEING ISSUED UNDER SEPARATE COVER OF EVEN DATE.

- SCHEDULE B NOTES, FILE NO. 190074826.
- 10a. An undivided one-half (1/2) interest in all oil, gas and other minerals, including lignite, coal and iron ore, on, at, in or under the surface of the land herein described as reserved by grantor in Deed dated February 24, 1983, executed by T. H. Cody, Jr. et al to William Horshaw, recorded in Volume 909, Page 477, Deed Records, Williamson County, Texas and all rights incident thereto. Title to said reservation has not been examined subsequent to its date of execution. (Not Survey Related)
- 10b. Easement dated June 27, 1928, granted by Mrs. M. R. Cody to Lone Star Gas Company recorded in Volume 239, Page 16, Deed Records, Williamson County, Texas. (Blanket Easement)
- 10c. Easement dated April 21, 1977, granted by Claude C. Cody, III et al to Texas Power & Light Company recorded in Volume 670, Page 6, Deed Records, Williamson County, Texas. (Does not affect this not shown)
- 10d. Terms, provisions and conditions of any leases, not of record. (As to both tracts)
- 10f. Easement and right-of-way dated September 7, 1994, granted by John Czop to GTE Southwest Incorporated recorded in Volume 2613, Page 296, Official Records, Williamson County, Texas. (Shown Hereon)

I, Dion P. Albertain, a Registered Professional Land Surveyor of the State of Texas, do hereby certify to Clayton Properties Group, Inc., a Tennessee Corporation doing business in Texas as Brohm Homes; and Stewart Title Guaranty Company, that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

Dated this the 6th day of June, 2019.





City of Georgetown, Texas  
City Council Regular Meeting  
October 8, 2019

**SUBJECT:**

Consideration and possible action to approve a **five-year purchasing agreement** with **WatchGuard** for **vehicle, body, and interview room cameras** in the amount of **\$799,240.78** for FY2019/20 -- Wayne Nero, Chief of Police

**ITEM SUMMARY:**

This item is pursuant to the Police Department's replacement of all car, body, and interview room cameras. Over the last several years, the police department has been experiencing significant performance issues with the current vendor's body cameras. The department has been unable to repair existing models and unable to purchase the newer models due to a design flaw. Over the last year, the department has been deploying another agency's old body cameras who has also moved on to another vendor citing the same performance issues. The department has field tested and evaluated no less than three reputable alternatives for an all-inclusive camera solution. The department has chosen WatchGuard, a Texas company who maintains a strong performance track record and is on state contract (DIR). This item is a 5 Year purchasing agreement that includes the following:

- 78 - Vehicle cameras
- 109 - Body cameras
- 10 – Interview room camera
- Required Accessories
- Secure Software/Software Maintenance
- Data Storage
- Uninstall/install

5 Year Purchasing agreement costs:

19/20 – \$799,240.78

20/21 – \$57,384.79

21/22 – \$66,766.04

22/23 – \$97,119.49

23/24 – \$108,752.24

**FINANCIAL IMPACT:**

2019/20 - \$799,240.78

**SUBMITTED BY:**

Wayne Nero, Chief of Police

**ATTACHMENTS:**

WatchGuard 5 Year Purchasing Agreement/Quote

Customer: Georgetown PD  
 Attention: Jess Henderson & Chief Wayne Nero  
 Date Issued: 8/28/2019  
 Expiration: 11/30/2019



## 4RE/VISTA Price Quote

Contract: DIR-TSO-4163

Part Number	Detail	Qty	MSRP	DIR Discount %	DIR Discount \$	Discounted Price	Extended Price	Year 1	Year 2	Year 3	Year 4	Year 5
VIS-EXT-WIF-BUN	VISTA HD WiFi and 4RE System Bundle. Includes 4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, ZSL camera, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket. It will also include the VISTA HD Wi-Fi Extended Capacity Wearable Camera with 9 hours continuous HD recording, one camera mount, 32 GB of storage, Wi-Fi docking base, Power over Ethernet Smart Switch	78	\$ 6,945.00	22.00%	\$ 1,527.90	\$ 5,417.10	\$ 422,533.80	\$ 422,533.80				
VIS-EXT-WIF-001	VISTA HD WiFi Additional Camera Only	31	\$ 1,250.00	21.00%	\$ 262.50	\$ 987.50	\$ 30,612.50	\$ 30,612.50				
VIS-CHG-BS2-KIT	VISTA Charging Base R2 Kit, incl. Power and USB Cables	100	\$ 120.00	21.00%	\$ 25.20	\$ 94.80	\$ 9,480.00	\$ 9,480.00				
VIS-VTS-DTC-001	VISTA Transfer Station Assy, 8 Cameras, Ethernet, DEV 144, Enhanced ESD Protection	3	\$ 1,870.00	21.00%	\$ 392.70	\$ 1,477.30	\$ 4,431.90	\$ 4,431.90				
VIS-CHG-MAG-001	Charging Cable, VISTA QuickConnect 12 V Magnetic Mobile Charging Kit	100	\$ 125.00	21.00%	\$ 26.25	\$ 98.75	\$ 9,875.00	\$ 9,875.00				
WAR-VIS-WIF-NOF	3 Year VISTA WiFi, No-Fault Hardware and Software Maintenance Bundle	123	\$ 815.00	21.00%	\$ 171.15	\$ 643.85	\$ 79,193.55	\$ 79,193.55				
KEY-EL4-SRV-001	Evidence Library 4 Web Server Site License Key	1	\$ 1,250.00	21.50%	\$ 268.75	\$ 981.25	\$ 981.25	\$ 981.25				
KEY-EL4-DEV-004	Evidence Library 4 Web VISTA Combo-Discount Device License Key	78	\$ 95.00	21.50%	\$ 20.43	\$ 74.58	\$ 5,816.85	\$ 5,816.85				
KEY-EL4-DEV-002	Evidence Library 4 Web VISTA Device License Key	31	\$ 190.00	21.50%	\$ 40.85	\$ 149.15	\$ 4,623.65	\$ 4,623.65				
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	85	\$ 190.00	21.50%	\$ 40.85	\$ 149.15	\$ 12,677.75	\$ 12,677.75				
CAB-RIA-100-SRY	Radar Interface Cable for Stalker, Y-Cable, 10'	67	\$ 95.00	21.50%	\$ 20.43	\$ 74.58	\$ 4,996.53	\$ 4,996.53				
CAM-4RE-PAN-NHD	Front Camera, 4RE, HD Panoramic, (Reduced EMI)	78	\$ 250.00	21.50%	\$ 53.75	\$ 196.25	\$ 15,307.50	\$ 15,307.50				
4RE-STD-GPS-RV2	4RE Interview Room Camera System. Includes two cameras, one dome and one covert camera. Also includes a microphone, DVR, integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, desktop stand & cabling, 1 yr. warranty and remote viewing software.	10	\$ 6,230.00	21.50%	\$ 1,339.45	\$ 4,890.55	\$ 48,905.50	\$ 48,905.50				
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	78	\$ 250.00	21.50%	\$ 53.75	\$ 196.25	\$ 15,307.50	\$ 15,307.50				
WAP-MIK-CON-802	WiFi Access Point, Configured, MikroTik, 802.11n, 5GHz, SXT, AP	5	\$ 315.00	20.38%	\$ 64.20	\$ 250.80	\$ 1,254.02	\$ 1,254.02				
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	95	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -				
WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	95	\$ 125.00	21.00%	\$ 26.25	\$ 98.75	\$ 9,381.25	\$ 9,381.25				
WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	95	\$ 250.00	21.00%	\$ 52.50	\$ 197.50	\$ 18,762.50	\$ 18,762.50				
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	95	\$ 410.00	21.00%	\$ 86.10	\$ 323.90	\$ 30,770.50	\$ 30,770.50				
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	95	\$ 565.00	21.00%	\$ 118.65	\$ 446.35	\$ 42,403.25	\$ 42,403.25				
SFW-MNT-EL4-001	Software Maintenance, Evidence Library, 1st Year (Months 1-12)	95	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -				
SFW-MNT-EL4-002	Software Maintenance, Evidence Library, 2nd Yr (Months 13-24)	95	\$ 190.00	21.50%	\$ 40.85	\$ 149.15	\$ 14,169.25	\$ 14,169.25				
SFW-MNT-EL4-003	Software Maintenance, Evidence Library, 3rd Yr (Months 25-36)	95	\$ 190.00	21.50%	\$ 40.85	\$ 149.15	\$ 14,169.25	\$ 14,169.25				
SFW-MNT-EL4-004	Software Maintenance, Evidence Library, 4th Yr (Months 37-48)	218	\$ 190.00	21.50%	\$ 40.85	\$ 149.15	\$ 32,514.70	\$ 32,514.70				
SFW-MNT-EL4-005	Software Maintenance, Evidence Library, 5th Yr (Months 49-60)	218	\$ 190.00	21.50%	\$ 40.85	\$ 149.15	\$ 32,514.70	\$ 32,514.70				
KEY-WGV-RED-E01	Software, REDACTIVE(sm) Enterprise, Single Seat License Key	1	\$ 7,495.00	21.50%	\$ 1,611.43	\$ 5,883.58	\$ 5,883.58	\$ 5,883.58				
WAR-WGR-MNT-001	Software Maintenance, REDACTIVE(sm), 1st Year (Months 1-12)	1	\$ 1,245.00	21.50%	\$ 267.68	\$ 977.33	\$ 977.33	\$ 977.33	\$ 977.33	\$ 977.33	\$ 977.33	\$ 977.33
HDW-4RE-VIS-RED	Redactive Tower, Xeon 16 Core, 480GB SSD, Blu Ray DVDWR, 16GB RAM	1	\$ 5,000.00	20.38%	\$ 1,019.00	\$ 3,981.00	\$ 3,981.00	\$ 3,981.00				
HDW-4RE-SRV-201	Server, 4RE, 16 HDD, RAID 6, 3U, 16-35 Concurrent Cars, 5CAL, Gen 3	2	\$ 11,065.00	20.38%	\$ 2,255.05	\$ 8,809.95	\$ 17,619.91	\$ 17,619.91				
HDW-4RE-HDD-6TB	Hard Drive, Server, 6TB, 6GB/s 7,200 RPM, 128MB, Enterprise, 4RE	6	\$ 550.00	23.40%	\$ 128.70	\$ 421.30	\$ 2,527.80	\$ 2,527.80				
HDW-4RE-HDD-8TB	Hard Drive, Server, 8TB, 6GB/s 7,200 RPM, 128MB, Enterprise, 4RE	12	\$ 810.00	20.38%	\$ 165.08	\$ 644.92	\$ 7,739.06	\$ 7,739.06				
SVC-VID-REM-100	Video System Removal (Per Unit Charge)	65	\$ 150.00	0.00%	\$ -	\$ 150.00	\$ 9,750.00	\$ 9,750.00				
SVC-4RE-INS-100	4RE System Installation, In-Car (Per Unit Charge)	78	\$ 450.00	0.00%	\$ -	\$ 450.00	\$ 35,100.00	\$ 35,100.00				
SVC-4RE-ONS-400	4RE System Setup, Configuration, Testing and Training (WG-TS)	1	\$ 3,125.00	21.23%	\$ 663.44	\$ 2,461.56	\$ 2,461.56	\$ 2,461.56				
SVC-4RE-INS-100	Interview Room Installation	10	\$ 1,200.00	0.00%	\$ -	\$ 1,200.00	\$ 12,000.00	\$ 12,000.00				
WAR-SRV-RCK-SYR	Warranty for the Server- Year 4 and 5	2	\$ 1,485.00	21.00%	\$ 311.85	\$ 1,173.15	\$ 2,346.30	\$ 2,346.30				
	CAD/RMS Integration (priced per device)	218	\$ 192.00	21.50%	\$ 41.28	\$ 150.72	\$ 32,856.96	\$ 32,856.96	\$ 32,856.96	\$ 32,856.96	\$ 32,856.96	\$ 32,856.96

Total: \$ 799,240.78 \$ 57,384.79 \$ 66,766.04 \$ 97,119.49 \$ 108,752.24

City of Georgetown, Texas  
City Council Regular Meeting  
October 8, 2019

**SUBJECT:**

Project updates and status reports regarding current and future transportation and traffic projects; street, sidewalk, and other infrastructure projects; police, fire and other public safety projects; economic development projects; parks and recreation projects; city facility projects; city technology projects; employee recognition, and downtown projects including parking enhancements, city lease agreements, sanitation services, and possible direction to city staff -- David Morgan, City Manager

**ITEM SUMMARY:**

The City Council has requested regular updates regarding the status of projects, as well as the ability to discuss these projects as a collective.

**FINANCIAL IMPACT:**

This is a Council Update Item.

**SUBMITTED BY:**

Shirley J. Rinn on behalf of David Morgan, City Manager

**ATTACHMENTS:**

GTEC Project Update  
GTAB Project Update  
GEDCO Project Update

**GEORGETOWN TRANSPORTATION ENHANCEMENT CORPORATION  
AGENDA ITEM COVER SHEET**

---

**SUBJECT:** September 2019 GTEC Updates - Wesley Wright, P.E., Systems Engineering Director/Michael Hallmark, CIP Manager

---

---

**ITEM SUMMARY:**

---

**Northwest Boulevard:**

Pre-con held on Nov 16<sup>th</sup>, Construction survey complete, ROW prep underway, NTP to be issued when Electric cleared

3<sup>rd</sup> Quarter 2020 expected completion

**Rabbit Hill Road Improvements:**

Design is tentatively complete. ROW procurement ongoing. Project limits have changed to end at the first property line North of Commerce Blvd on the East side of Rabbit Hill Rd.

**Rivory Boulevard Extension:**

Rivory, Williams to Northwest substantially complete. Road opened to traffic 9-3-19 from Williams to Park traffic circle. Section from Park to Northwest to be opened when construction on the Northwest project will allow.

**Southeast Inner loop/ Southwestern Blvd**

Southwestern:

- Turned in preliminary alignment of the roadway (30%) for review and comment.
- Performing Hydrologic and Hydraulic calculations.

SE Inner Loop:

- Finalizing horizontal alignment
- Preparing constraints map

Performing hydrologic and hydraulic calculations.

ROW needs on Southwestern to be determined

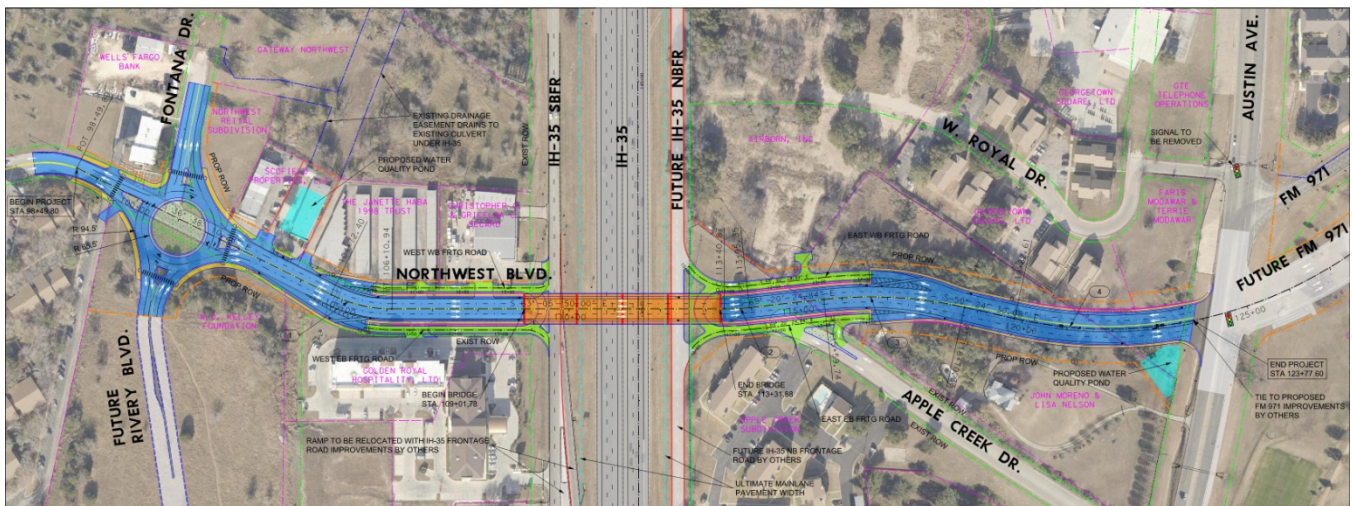
**Northwest Boulevard  
(Fontana Drive to Austin Avenue)  
Project No. 5QX TIP No. AF  
September 2019**

**Project Description** Construction of overpass and surface roads to connect Northwest Boulevard with Austin Avenue and FM 971.

**Purpose** This project will relieve congestion at the Austin Avenue/Williams Drive intersection and provide a more direct access from the west side of IH 35 corridor to Georgetown High School and SH 130 via FM 971.

**Project Manager** Joel Weaver and Wesley Wright, P.E.

**Engineer** Klotz Associates



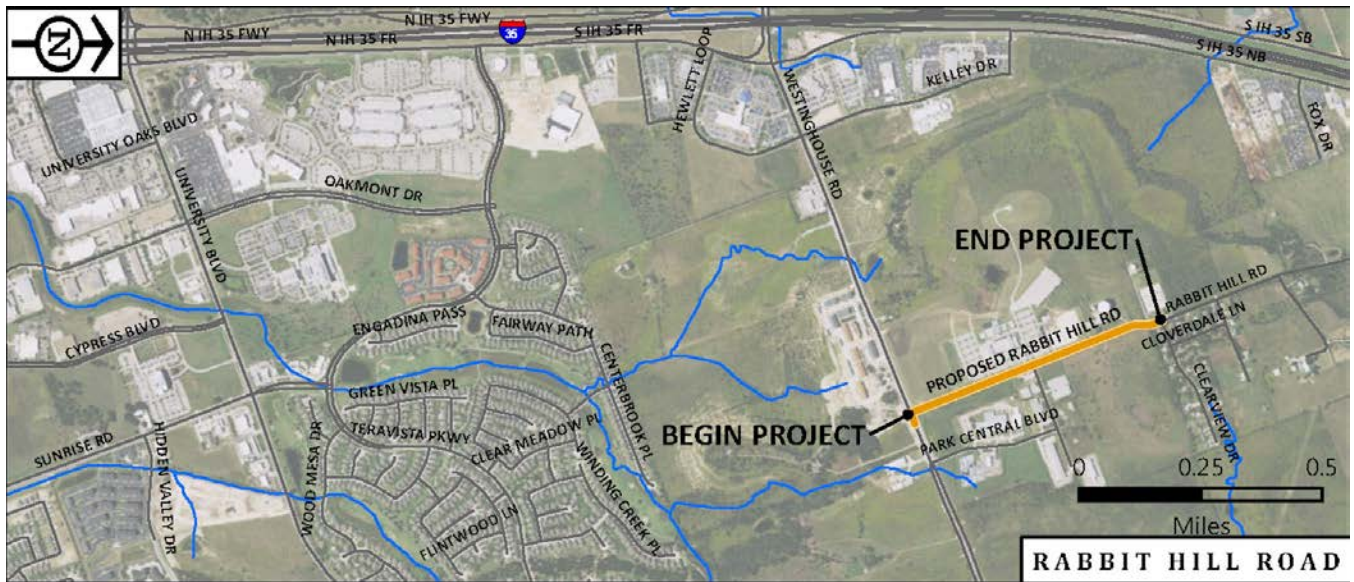
Element	Status / Issues
Design	Design is complete.
Environmental/ Archeological	Complete
Rights of Way	Offers have been made on 9 parcels. 9 parcels needed, 7 acquired to date, 2 in condemnation with constructive possession obtained.
Utility Relocations	TBD
Construction	Pre-con held on Nov 16 <sup>th</sup> , Construction survey complete, ROW prep underway, NTP to be issued when Electric cleared 3 <sup>rd</sup> Quarter 2020 expected completion.
Other Issues	

**Rabbit Hill Road Improvements Project**  
**(Westinghouse Road to S. Clearview Drive)**  
**Project No. 5RQ    TIP No. BZ**  
**September 2019**

**Project Description**    Reconstruct Rabbit Hill Road from Westinghouse Road northward to S. Clearview Dr. Widening along Westinghouse Road will also be included in the schematic for additional turning lanes to/from Westinghouse Road. The project length along the anticipated alignment is approximately 0.75 miles

**Project Managers**        Ken Taylor and Wesley Wright, P.E.

**Engineer**                    CP&Y, Inc.



Element	Status / Issues		
Design	Final Design Tentatively complete.		
Environmental/ Archeological	Efforts underway and any issues are expected to be identified in the coming month.		
Rights of Way	Two properties acquired as part of Mays St. Extension. Two remaining, negotiations ongoing and Council has approved condemnation.	Total Parcels:	4
		Possession:	2
		Pending:	2
Utility Relocations	Will be initiated as ROW/easements are acquired and as part of the bidding process. Multiple relocations expected – Round Rock water and Georgetown Electric.		
Construction	ROW procurement ongoing		
Other Issues	Project limits have changed to end at the first property line North of Commerce Blvd on the East side of Rabbit Hill Rd.		

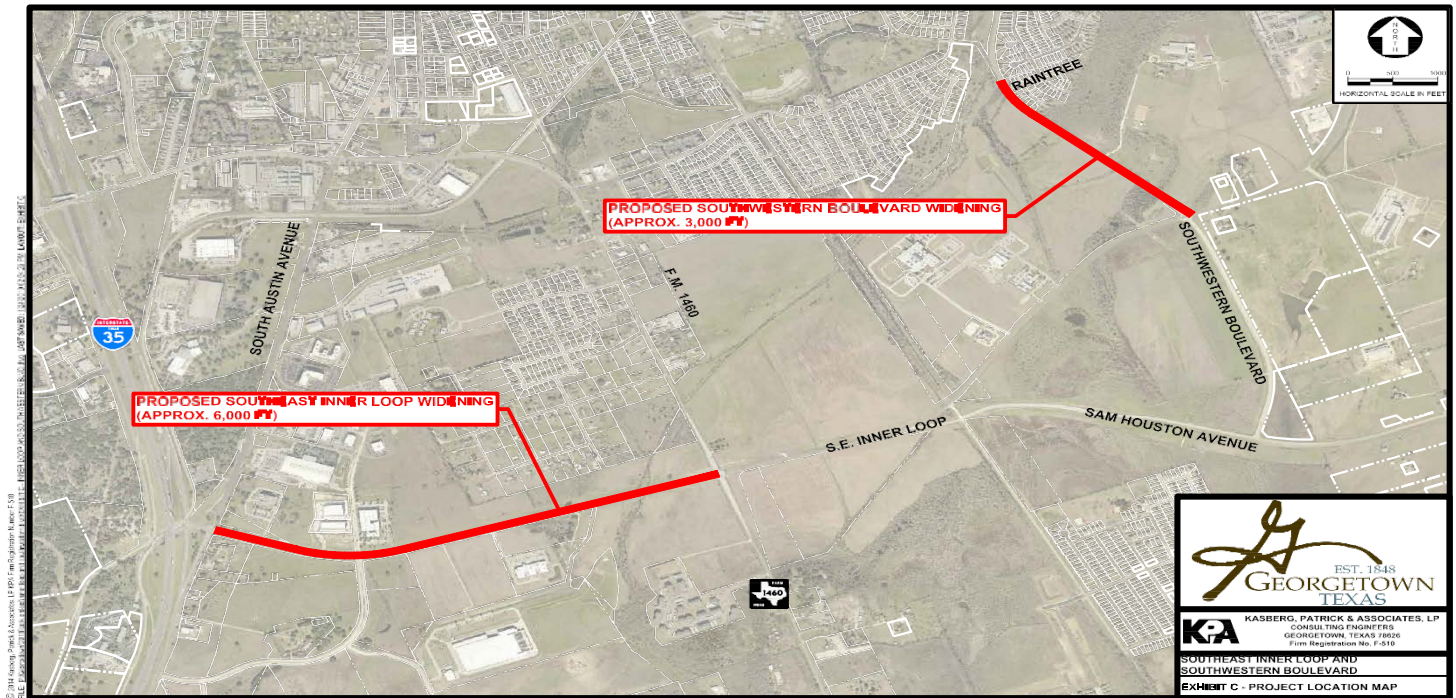


**Widening of: SE Inner Loop - FM 1460 to Austin Avenue Roadway &  
Southwestern Boulevard – Raintree Drive to SE Inner Loop Roadway**  
**Project No.**  
**September 2019**

**Project Description** FM 1460 to Austin Avenue Roadway Widening Project & Southwestern Boulevard – Raintree Drive to SE Inner Loop Roadway Widening Project (See Attached Exhibit C). The professional services will consist of providing final roadway, drainage, water, wastewater, incidental designs, as well as, utility coordination, ROW support, environmental phase I investigations, archeological investigations, geotechnical investigations, ROW & Temporary Construction Easement (TCE) metes and bounds documents, bidding documents, bidding services, and construction administration services.

**Project Managers** Joel Weaver and Wesley Wright, P.E.

**Engineer** KPA & Associates



Element	Status / Issues		
Design	Southwestern:		
	<ul style="list-style-type: none"> <li>Turned in preliminary alignment of the roadway (30%) for review and comment.</li> <li>Performing Hydrologic and Hydraulic calculations.</li> </ul>		
Environmental/ Archeological	SE Inner Loop:		
	<ul style="list-style-type: none"> <li>Finalizing horizontal alignment</li> <li>Preparing constraints map</li> <li>Performing hydrologic and hydraulic calculations.</li> </ul>		
Efforts to begin April 2019 and any issues are expected to be identified in the coming month.			
Rights of Way	ROW needs on Southwestern to be determined	Total Parcels:	0
		Possession:	0
		Pending:	0
Utility Relocations	To be determined		
Construction			

<b>Other Issues</b>	None.
---------------------	-------

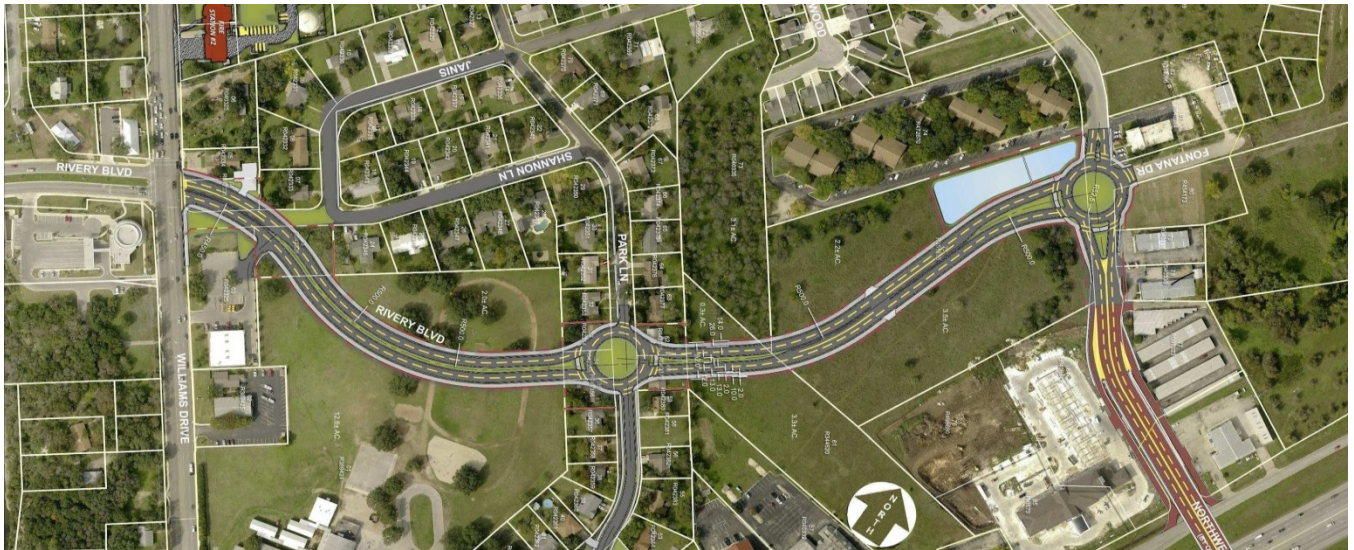
**Rivory Boulevard Extension**  
**(Williams Drive to Northwest Boulevard @ Fontana Drive)**  
**Project No. 5RM    TIP No. AD**  
**September 2019**

**Project Description**      Develop the Rights-of-Way Map, acquire ROW, address potential environmental issues and complete construction plans specifications and estimate (PS&E) for the extension of Rivory Boulevard from Williams Drive to Northwest Boulevard at Fontana Drive in anticipation of future funding availability.

**Purpose**                      To provide a route between Williams Drive and Northwest Boulevard serving the Gateway area, providing an alternate route from Williams Drive to the future Northwest Boulevard Bridge over IH 35, to provide a route between the hotels in the Gateway area and the proposed Conference Center near Rivory Boulevard and Wolf Ranch Parkway.

**Project Manager**        Travis Baird, Joel Weaver, and Wesley Wright, P.E.

**Engineer**                    Kasberg Patrick and Associates



Element	Status / Issues		
<b>Design</b>	<b>Complete</b>		
<b>Environmental/ Archeology</b>	Complete		
<b>Rights of Way</b>	<b>All parcels in possession. Condemnation of 1 parcel continuing, no impact on operation of roadway.</b>	Total Parcels:	<b>22</b>
		Appraised:	<b>22</b>
		Offers:	<b>22</b>
		Acquired:	<b>21</b>
		Closing pending:	<b>0</b>
		Condemnation:	<b>1</b>
<b>Utility Relocations</b>	Complete		
<b>Construction</b>	Rivory, Williams to Northwest substantially complete. Road opened to traffic 9-3-19 from Williams to Park traffic circle. Section from Park to Northwest to be opened when construction on the Northwest project will allow.		
<b>Other Issues</b>			

## **September 2019 GTAB Updates Cover Sheet**

### **FM 971 - Realignment at Austin Avenue:**

TxDOT review from district office met 5-21 on 90% plans Klotz submitted 100 % plans in August. Environmental complete and submitted.

Scheduled engineering completion 2019

### **Northwest Blvd:**

Pre-con held 8-19 Chasco beginning to prep ROW, and finishing construction survey

### **Rivery Blvd Extension:**

Project walk through 8-28-19 punch list established road to open to traffic 9-3-19

Planned to complete August 2019

### **EB Williams @ Rivery Turn Lane**

COG Electric has relocated utilities. Atmos is currently working to relocate and replace gas in the area as well. Joe Bland completed removal on tree in conflict with turn lane. COG Fiber scheduling relocation of fiber to new poles, Suddenlink to relocate following fiber.

### **Southwest Bypass (RM 2243 to IH 35) Phase 1:**

Complete

### **Southwest Bypass (RM 2243 to IH 35) Phase 2:**

Subgrade complete, Base course 90%

Bridge 95% complete

Completion scheduled 4<sup>th</sup> quarter 2019

### **Rock Water Quality Pond Improvements:**

Finalizing design. WPAP modifications defined and GA is being included into the TCEQ application. WPAP approval has been received from TCEQ. Advertising to start August 11<sup>th</sup>. Bid Opening held on August 28<sup>th</sup> 2019. GTAB and Council to consider in September.

### **Old Town "Northeast" Sidewalk:**

Bid Opening held on July 16<sup>th</sup> 2019. GTAB approved recommendation of award to Choice Builders LLC on August 9<sup>th</sup>, City Council approved on August 27<sup>th</sup>. Contracts are being routed for signatures.

### **Austin Ave Sidewalks – Hwy 29 to Leander Rd.:**

Contractor has completed remove & replace and new concrete sidewalk throughout the project. Contractor working on concrete punch list items. Pedestrian signs to be installed along with all striping project wide. Project expected to be completed and closed out in September.

### **Shell Sidewalk Improvements:**

Design 95% complete. Working to secure easement. Appraisals being ordered for easement need.

**17<sup>th</sup> St. CDBG Sidewalk:**

Working on 95% plans. Survey identified some ROW lines that need cleaning up at the Rail Apts. Advertising to start on August 11<sup>th</sup>. GTAB & Council to consider in September.

**2019 HIPR:**

NTP issued for 6/24/19, Crews have completed paving all of Old Town and are now paving in the Berry Creek area on Bumble Bee

**2019 High Performance Pavement Seal Package #1 (PMM)**

Contractor has completed application of high performance pavement sealer in University Park and Raintree. Contractor is scheduled to have Sun City area completed by August 29<sup>th</sup> 2019, this includes the additional application on Sun City Blvd from San Saba drive to SH 195 and the McKinney Falls area.

**2019 High Performance Pavement Seal Package #2 (HA5)**

Contractor scheduled to start in Georgetown Village on September 6<sup>th</sup> 2019. Notices have been posted on the City Website and Next Door. Neighborhood meeting was held on August 12<sup>th</sup> 2019.

**17<sup>th</sup> Street Rehab**

Plans 95% complete. Bid opening held on August 28<sup>th</sup> 2019. GTAB and City Council to consider in September.

**2018 Curb & Gutter**

Project will be bid with 17<sup>th</sup> Street rehab. Bid opening held on August 28<sup>th</sup> 2019. GTAB and City Council to consider in September.



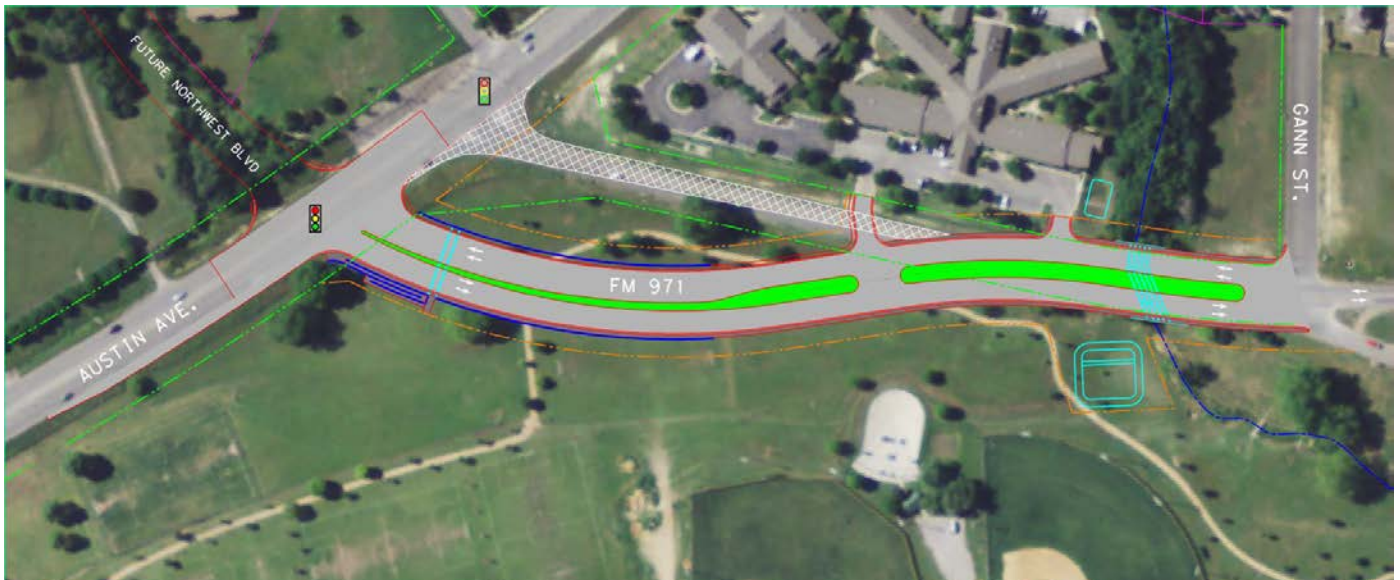
**FM 971 at Austin Avenue**  
**Realignment Intersection Improvements**  
**Project No. 1BZ TIP No. AG**  
**September 2019**

**Project Description** Design and preparation of final plans, specifications and estimates (PS&E) for the widening and realignment of FM 971 at Austin Avenue, eastward to Gann Street.

**Purpose** To provide a new alignment consistent with the alignment of the proposed Northwest Boulevard Bridge over IH 35; to allow a feasible, alternate route from the west side of I 35 to Austin Avenue, to Georgetown High School, to San Gabriel Park and a more direct route to SH 130.

**Project Managers** Joel Weaver

**Engineer** Klotz Associates, Inc.



Element	Status / Issues
Design	TxDOT review from district office met 5-21 on 90% plans Klotz submitted 100 % plans in August. Environmental complete and submitted. Scheduled engineering completion 2019
Environmental/ Archeological	<b>TBD</b>
Rights of Way	Pursuing one parcel on Project. Parcel has been sent to condemnation, possession expected Summer 2019.
Utility Relocations	TBD
Construction	Estimated late fiscal year 18-19
Other Issues	AFA with TxDOT complete.



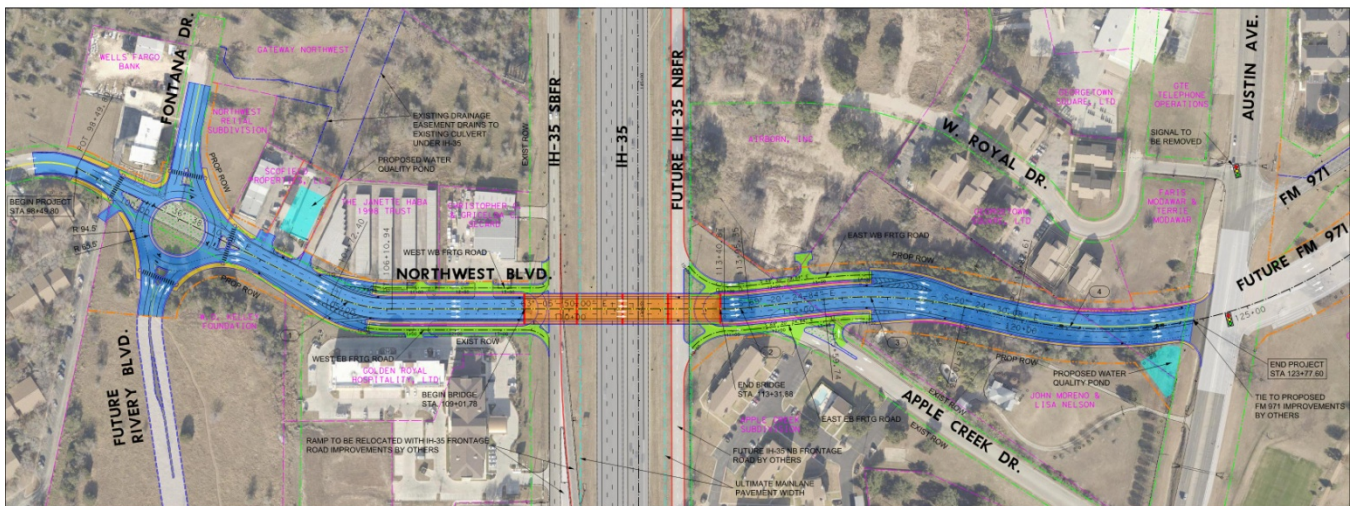
**Northwest Boulevard  
(Fontana Drive to Austin Avenue)  
Project No. 5QX TIP No. AF  
September 2019**

**Project Description** Construction of overpass and surface roads to connect Northwest Boulevard with Austin Avenue and FM 971.

**Purpose** This project will relieve congestion at the Austin Avenue/Williams Drive intersection and provide a more direct access from the west side of IH 35 corridor to Georgetown High School and SH 130 via FM 971.

**Project Manager** Joel Weaver and Wesley Wright, P.E.

**Engineer** Klotz Associates



Element	Status / Issues
Design	Design Complete
Environmental/ Archeological	Complete
Rights of Way	ROW Documents are being finalized. All offers have been made. 8 Parcels required. 5 acquired, 1 in closing, 2 in condemnation.
Utility Relocations	TBD
Construction	pre-con held 8-19 Chasco beginning to prep ROW, and finishing construction survey
Other Issues	

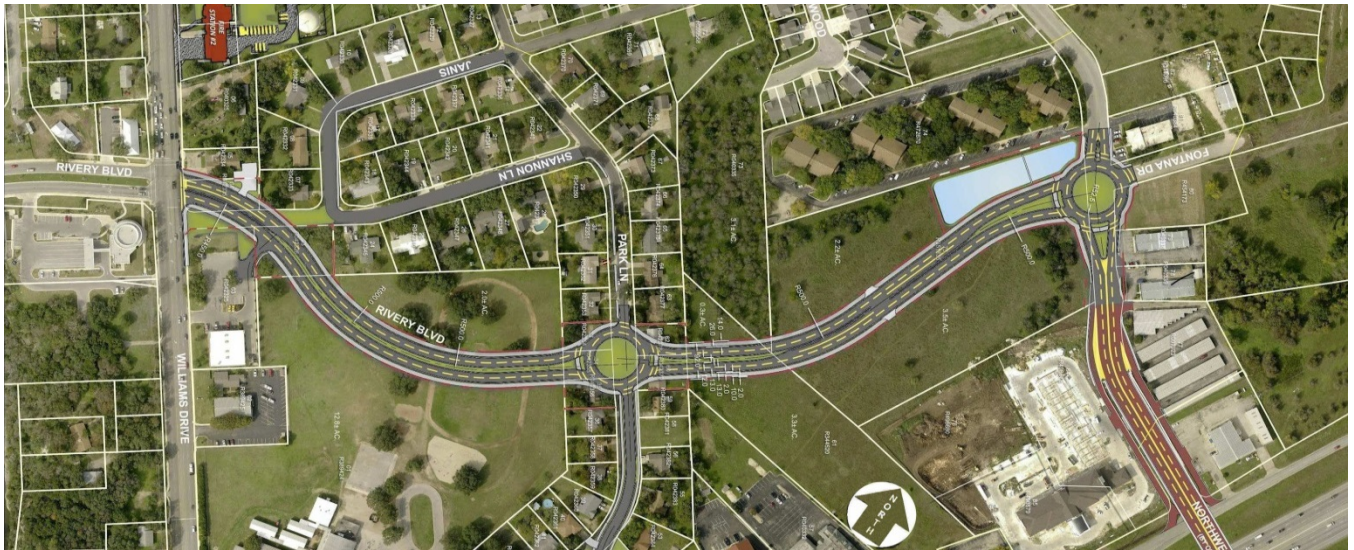
**Rivory Boulevard Extension**  
**(Williams Drive to Northwest Boulevard @ Fontana Drive)**  
**Project No. 5RM    TIP No. AD**  
**September 2019**

**Project Description**      Develop the Rights-of-Way Map, acquire ROW, address potential environmental issues and complete construction plans specifications and estimate (PS&E) for the extension of Rivory Boulevard from Williams Drive to Northwest Boulevard at Fontana Drive in anticipation of future funding availability.

**Purpose**                      To provide a route between Williams Drive and Northwest Boulevard serving the Gateway area, providing an alternate route from Williams Drive to the future Northwest Boulevard Bridge over IH 35, to provide a route between the hotels in the Gateway area and the proposed Conference Center near Rivory Boulevard and Wolf Ranch Parkway.

**Project Manager**      Travis Baird, Joel Weaver, and Wesley Wright, P.E.

**Engineer**                  Kasberg Patrick and Associates



Element	Status / Issues		
Design	Complete		
Environmental/ Archeology	Complete		
Rights of Way	Offers have been made on 22 parcels, and 20 have closed. Environmental assessment complete on 11 parcels in preparation for demolition. Condemnation hearings completed on 2 parcels, working toward final resolution of matter.	Total Parcels:	22
		Appraised:	22
		Offers:	22
		Acquired:	20
		Closing pending:	0
		Condemnation:	2
Utility Relocations	TBD		
Construction	Project walk through 8-28-19 punch list established road to open to traffic 9-3-19 Planned to complete August 2019 ○		
Other Issues			

**Right Turn Lane EB Williams Driver @ Rivery Blvd****Project No. 5RP    TIP No. None****September 2019**

<b>Project Description</b>	Develop the Plans, Specifications and Estimate for roadway improvements necessitated by the development for the Summit at Rivery.
<b>Purpose</b>	To provide improved traffic flow into the Summit at Rivery hotel and conference center from Williams Drive
<b>Project Manager</b>	Joel Weaver, Chris Pousson and Wesley Wright, P.E.
<b>Engineer</b>	M&S Engineering, LLC

<b>Element</b>	<b>Status / Issues</b>		
<b>Design</b>	EB Williams @ Rivery turn lane design complete. TCEQ WPAP approval received. Easements/ROW contracts have been signed, Closing scheduled for June 28 <sup>th</sup> . Change Order for Joe Bland approved. PO has been created.		
<b>Environmental /Archeology</b>	TBD		
<b>Rights of Way</b>	<b>All easements acquired. Additional easements are needed for EB Williams @ Rivery turn lane, in acquisition now.</b>	Total Parcels:	<b>3</b>
		Appraised:	<b>3</b>
		Offers:	<b>3</b>
		Acquired:	<b>0</b>
		Closing pending:	<b>2</b>
		Condemnation:	<b>0</b>
<b>Utility Relocations</b>	Atmos to relocate 1 – 3" line		
<b>Bid Phase</b>	TBD		
<b>Construction</b>	COG Electric has relocated utilities. Atmos is currently working to relocate and replace gas in the area as well. Joe Bland has removed conflict tree. COG Fiber scheduling relocation followed by Suddenlink		
<b>Other Issues</b>	TBD		



**Southwest Bypass Project**  
**(RM 2243 to IH 35)**  
**Project No. 1CA    Project No. BK**  
**September 2019**

**Project Description**    Develop PS&E for Southwest Bypass from Leander Road (RM 2243) to IH 35 in the ultimate configuration for construction of approximately 1.5 miles of interim 2-lane roadway from Leander Road (RM 2243) to its intersection with the existing Inner Loop underpass at IH 35.

**Purpose**    To extend an interim portion of the SH 29 Bypass, filling in between Leander Road (RM 2243) to IH 35 Southbound Frontage Road.

**Project Manager**    Williamson County  
City Contact: Ed Polasek, AICP

**Engineer**    HDR, Inc.



Element	Status / Issues
<b>Williamson County Project Status</b>	<p><b>(Southwest Bypass (RM 2243 to IH 35) Phase 1 – WPAP for phase 1 approved.</b></p> <p>On site tasks: Phase 1</p> <ul style="list-style-type: none"> <li>○ Complete</li> </ul> <p><b>Southwest Bypass (RM 2243 to IH 35) Phase 2 –</b></p> <p>Subgrade complete, base course 90%</p> <p>Bridge 95%</p> <p>Project completion scheduled last quarter 2019</p>
<b>Rights of Way</b>	Complete
<b>Other Issues</b>	

## Rock Water Quality Pond Improvements

Project No. 1EC TIP No. None

September 2019

<b>Project Description</b>	Design and preparation of final plans, specifications and estimates (PS&E) and construction administration for WPAP modifications and rehabilitation of the Rock Water Quality Pond.
<b>Purpose</b>	To improve the water quality treatment and capacity for the downtown overlay district.
<b>Project Managers</b>	Michael Hallmark, Chris Pousson
<b>Engineer</b>	Steger & Bizzell



Element	Status / Issues
<b>Design</b>	Finalizing design. WPAP modifications defined and GA is being included into the TCEQ application. WPAP approval has been received from TCEQ
<b>Environmental/ Archeological</b>	GA is complete
<b>Rights of Way</b>	N/A
<b>Utility Relocations</b>	none
<b>Bid Phase</b>	Advertising to start August 11 <sup>th</sup> . Bid Opening held August 28 <sup>th</sup> 2019. GTAB and Council to consider in September.
<b>Construction</b>	TBD
<b>Other Issues</b>	

**Citywide Sidewalk Improvements Project**  
**Old Town Northeast Sidewalks**  
**Project No. 1EF TIP No. None**  
**September 2019**

**Project Description** The proposed project consists of the rehabilitation and installation of pedestrian facilities along several streets in northeast “Old Town”. Various methods of rehabilitating existing non-compliant sidewalks will be considered. This project requires coordination with TCEQ and TDLR and all proposed pedestrian elements will be ADA compliant with the Texas Accessibility Standards (TAS).

**Purpose** To provide ADA/TDLR compliant sidewalks and ramps identified in the 2015 Sidewalk Master Plan.

**Project Managers** Nat Waggoner, AICP, PMP®, Chris Pousson

**Engineer** Steger Bizzell



Element	Status / Issues
<b>Design</b>	Finalizing design, received TCEQ WPAP approval. Final review of design and contract specifications are underway.
<b>Environmental/ Archeological</b>	TBD
<b>Rights of Way / Easements</b>	All easements needed have been obtained.
<b>Utility Relocations</b>	Relocate Frontier, Sudden link and COG Electric overhead.
<b>Construction</b>	Bid Opening held on July 16 <sup>th</sup> 2019. GTAB approved recommendation of award to Choice Builders LLC on August 9 <sup>th</sup> , City Council approved on August 27 <sup>th</sup> . Contract documents to be routed for signatures.
<b>Other Issues</b>	



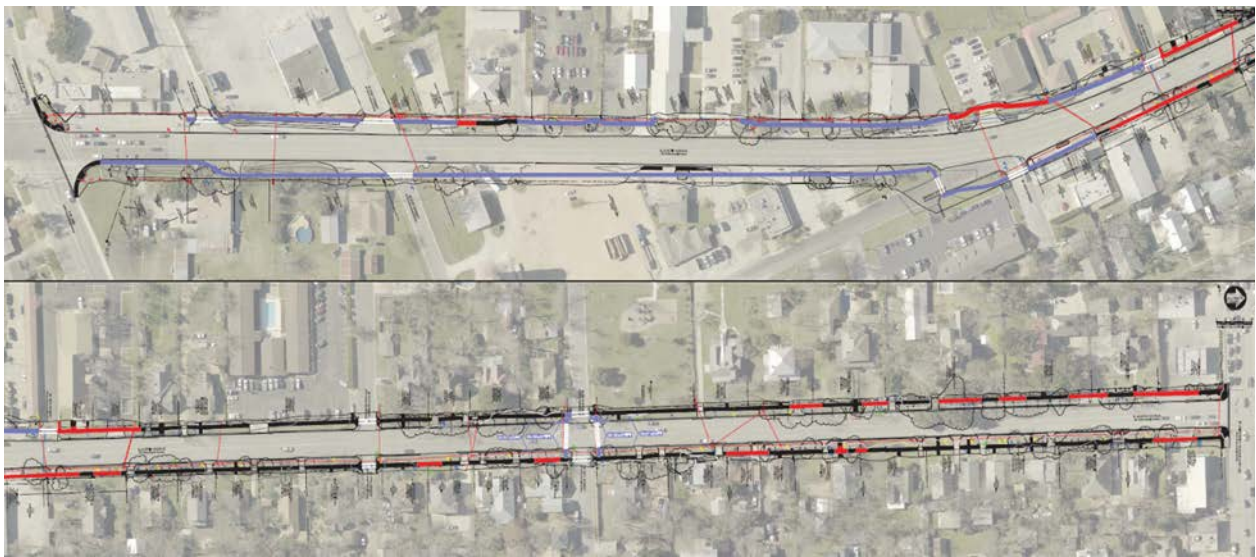
**Citywide Sidewalk Improvements**  
**Austin Ave Sidewalk Improvements**  
**Project No. 1CJ TIP No. None**  
**September 2019**

**Project Description** The proposed project consists of the rehabilitation and installation of pedestrian facilities along Austin Ave from Hwy 29 to Leander Rd. Various methods of rehabilitating existing non-compliant sidewalks will be considered. This project requires coordination with TCEQ and TDLR and all proposed pedestrian elements will be ADA compliant with the Texas Accessibility Standards (TAS).

**Purpose** To provide ADA/TDLR compliant sidewalks and ramps identified in the 2015 Sidewalk Master Plan.

**Project Managers** Chris Pousson

**Engineer** KPA



Element	Status / Issues
Design	Bid Opening held on 10-30-18. GTAB approved on 11-9-18, City Council approved on 11-27-18.
Environmental/ Archeological	TBD
Rights of Way / Easements	none
Utility Relocations	Hydrant
Construction	Contractor working to complete installation of pedestrian signs and striping.
Other Issues	N/A

## Shell Road Sidewalk Improvements

Project No. TIP No. None

Unchanged - September 2019

<b>Project Description</b>	The proposed project consists of the installation of pedestrian facilities along Shell Road from Sequoia Spur to Bellaire Dr. This project requires coordination with TCEQ and TDLR and all proposed pedestrian elements will be ADA compliant with the Texas Accessibility Standards (TAS).
<b>Purpose</b>	To provide ADA/TDLR compliant sidewalks and ramps to eliminate sidewalk gaps for pedestrian mobility.
<b>Project Managers</b>	Chris Pousson
<b>Engineer</b>	KPA

Element	Status / Issues
<b>Design</b>	95% design set to be reviewed. Working to secure easement.
<b>Environmental/ Archeological</b>	TBD
<b>Rights of Way / Easements</b>	1 easement needed at Shell Road and Sequoia Spur. Appraisals being ordered.
<b>Utility Relocations</b>	TBD
<b>Construction</b>	TBD
<b>Other Issues</b>	TBD

**17<sup>th</sup> St CDBG Sidewalks  
(Railroad to Forest St)  
Project No. 9AZ    TIP No.  
September 2019**

**Project Description**    Construction of new sidewalk along 17<sup>th</sup> St from Railroad to Forest St. Improving the two GoGeo bus stops on that route.

**Purpose**    This project will improve the pedestrian route connecting existing low income housing to important community services and destinations.

**Project Manager**    Chris Logan

**Engineer**    KPA



Element	Status / Issues
<b>Design</b>	<p>Task order is fully executed for the engineering services. Design underway</p> <ul style="list-style-type: none"> <li>• Survey is complete, working on preliminary alignment</li> <li>• Final Design – complete by early July</li> <li>• Bidding – Complete by mid August</li> </ul>
<b>Environmental/ Archeological</b>	Complete
<b>Rights of Way</b>	Working on 90% plans. Survey identified some ROW lines that need cleaning up at the Rail Apts.
<b>Utility Relocations</b>	TBD
<b>Construction</b>	Advertising to start on August 11 <sup>th</sup> . GTAB & Council to consider in September.
<b>Other Issues</b>	

**Project:** 2019 Street Maintenance Hot In Place Recycling (HIPR)

Project# 1EM

Update – September 2019

**Project Description:** This project will consist of furnishing an installing approximately 225,000 square yards of hot-in-place asphalt recycling, edge milling, adjustment of water valves and manholes, tree pruning, traffic control and miscellaneous striping.

**Purpose:** The purpose of this project is to maintain high Pavement Condition Indices (PCI) by Hot-In-Place asphalt recycling within the City Street Maintenance Program

**Project Manager:** Ken Taylor

**Engineer:** KPA

**Contractor:** TBD

Phase	Start	Finish	Status / Comments
Preliminary Engineering	February 2019	March 2019	Task Order approved by Council February 2019
Final Design	March 2019	April 2019	
ROW / Easements			
Bid / Award Bid #	May 2019	May 2019	Bid Opening 5/1/19, Approved by GTAB 5/10/19 & Council on 5/14/19
Construction	June 2019	September 2019	NTP issued for 6/24/19, Crews have completed paving all of Old Town and are now paving in the Berry Creek area on Bumble Bee
Post Construction			



**2019 Street Maintenance**  
**Project No. None    TIP No. None**  
**September 2019**

**Project Description**      2019 CIP Maintenance project consist of furnishing and installing approximately 240,000 square yards of high performance pavement seal (PMM) and approximately 180,000 square yards of high performance pavement seal (HA5) traffic control, and miscellaneous striping in Sun City, Georgetown Village, University Park and Raintree subdivisions.

To provide protection and maintain an overall pavement condition index of 85%

**Purpose**

**Project Manager**      Chris Pousson

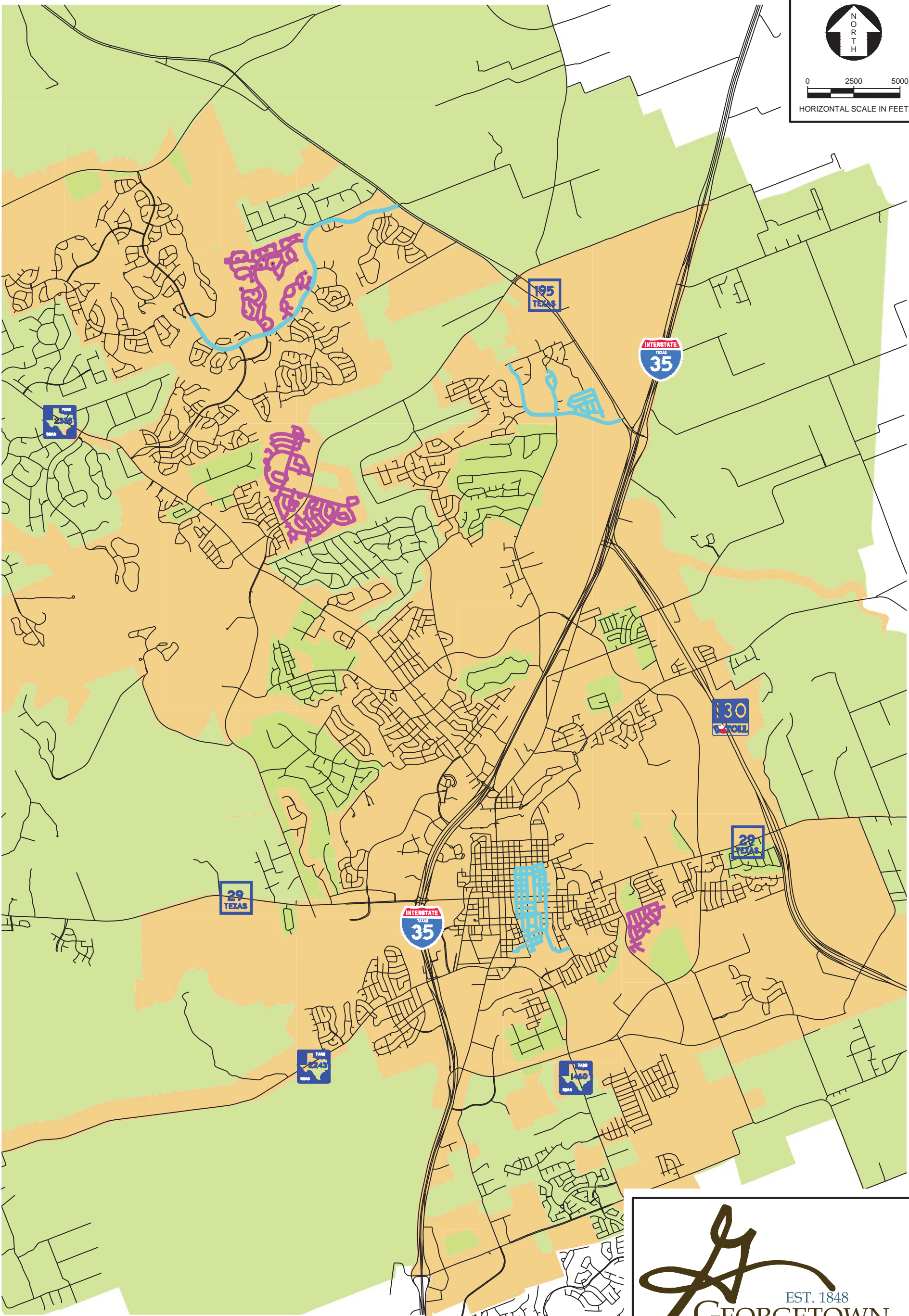
**Engineer/Engineers**      KPA, LP



Task	Status / Issues
<b>High performance pavement seal Package #1 (PMM)</b>	Contractor has completed application of high performance pavement sealer in University park and Raintree. Contractor is scheduled to have Sun City area completed by August 29 <sup>th</sup> 2019, This includes the additional application on Sun City Blvd from San Saba drive to SH 195 and the McKinney Falls area.
<b>High performance pavement seal Package #2 (HA5)</b>	Contractor scheduled to start in Georgetown Village on September 6 <sup>th</sup> 2019. Notices have been posted on the City Website and Next Door. Neighborhood meeting was held on August 12 <sup>th</sup> 2019.



© 2014 Kasberg, Patrick & Associates, LP FILE: P:\Georgetown\2019\Development\Street Maintenance\STREET MAINTAINANCE.dwg LAST SAVED: 1/25/2019 2:35:47 PM LAYOUT: 11x17 exhibit



LEGEND


GEORGETOWN CITY LIMITS

GEORGETOWN ETJ


BID PROJECTS

HOT IN PLACE RECYCLING (HIPR)

HIGH PERFORMANCE PAVEMENT SEAL (HPPS)



EST. 1848  
GEORGETOWN  
TEXAS



KASBERG, PATRICK & ASSOCIATES, LP  
CONSULTING ENGINEERS  
GEORGETOWN, TEXAS 78626  
FIRM REGISTRATION NUMBER F-510

PROPOSED 2019 IMPROVEMENT PROJECTS  
EXHIBIT A

January 25, 2019



**17<sup>th</sup> Street Rehabilitation**  
**Project No. None    TIP No. None**  
**September 2019**

**Project Description**    This project consist of the rehabilitation of 17<sup>th</sup> street from Austin Ave to Church Street. This project will include replacing and upgrading the existing water line in the project area, new curb and gutter and full rehabilitation of the street.

**Project Manager**        Chris Pousson

**Engineer/Engineers**    KPA



Element	Status / Issues
Design	95% Complete.
Environmental/ Archeological	N/A
Rights of Way	All work will remain in existing ROW
Utility Relocations	N/A
Bid Phase	Bid Opening held on September 28 <sup>th</sup> 2019. GTAB to consider award on September 13 <sup>th</sup> followed by City Council.
Construction	
Other Issues	

**2018 Curb and Gutter**  
**Project No. 5AL TIP No. None**  
**September 2019**

<b>Project Description</b>	Design and preparation of final plans, specifications and estimates (PS&E) and construction administration for curb and gutter replacements on 20 <sup>th</sup> street, 19 ½ street, Myrtle Street, 16 <sup>th</sup> street, 17 ½ street and Elm Street.
<b>Purpose</b>	This project consists of removing and replacing old curb and gutter that do not properly drain storm water and prematurely damage streets.
<b>Project Managers</b>	Chris Pousson
<b>Engineer</b>	KPA



Element	Status / Issues
Design	100% Complete.
Environmental/ Archeological	N/A
Rights of Way	N/A
Utility Relocations	N/A
Bid Phase	Project will be bid with 17 <sup>th</sup> Street rehab. Bid Opening held on September 28 <sup>th</sup> . GTAB to consider on September 13 <sup>th</sup> followed by City Council to award contract.
Construction	
Other Issues	

**GEDCO - AGREEMENTS STATUS REPORT**

**August 19, 2019**

Name	Description	Start Date (Council Approved)	End Date	\$ Encumbered	\$ Expended
Radiation Detection Corporation	Grant for Qualified Expenditures and job creation related to the relocation of the corporate offices to Georgetown.	7/23/2013	12/31/2021	\$ 320,000	\$ 320,000
KJ Scientific (KJS)	Provide a grant of the equipment obtained in the TLCC brand acquisition to KJ Scientific (KJS) to retain the business in Georgetown. The retention equipment grant is for five years with KJS obligated to pay a pro-rated amount of \$10,000 per year should they relocate outside of the City.	2/27/2018	12/31/2022	\$ 50,000	\$ 50,000.00
Holt Caterpillar	GEDCO to provide up to \$185,000 infrastructure grant for the cost of connecting to a new wastewater line run to the property by the City. Approved by Council on 1/24/17.	1/24/2017		\$ 185,000	
Georgetown Development I, LLC	Infrastructure reimbursement grant of \$500,000 for qualified expenditures related to the development of 90,000 SF of speculative business park space in Georgetown at the Westinghouse Business Center.	10/9/2018	6/1/2021	\$ 500,000	
WBW Development	Infrastructure reimbursement grant of \$200,000 for qualified expenditures and a \$120,000 job creation grant for the creation of 30 jobs over 6 years related to the development of their headquarters location in Downtown Georgetown.	2/12/2019	within 6 years of the certificate of occupancy date	\$ 320,000	
Confido III, LLC	Infrastructure reimbursement grant for \$600,00 to assist with construction of an access road and turn lane to maintain access to the Georgetown airport as area land development continues.	3/8/2019	3/31/2022	\$ 600,000.00	
Sedro Crossing	Infrastructure reimbursement grant of \$250,000 to assist with utilities and access points for construction of 170,000 square feet of new professional office space on Williams Dr.	3/26/2019	12/31/2023	\$ 250,000.00	

**GEDCO - AGREEMENTS STATUS REPORT**

**August 19, 2019**

Name	Description	Start Date (Council Approved)	End Date	\$ Encumbered	\$ Expended
Atmos Energy	Infrastructure reimbursement grant of \$148,499.36 for the installation of 776 feet gas main along 7th, 8th, and 9th streets.	4/6/2019		\$ 148,499.36	