

- Antonio Prete - Chairperson
- Ronald Creppon - Vice Chairperson
 - Jason Tatum
 - Berney Williams
- Dorothy McCarther
 - David Lanford
 - Scott Mackay



ELGIN PLANNING & ZONING COMMISSION AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
January 22, 2024
6:30 PM

I. CALL TO ORDER

II. PUBLIC COMMENT

The "PUBLIC COMMENT" item posted on the agenda is reserved for members of the public who would like to address the Planning and Zoning Commission regarding posted agenda items or non-agenda items. Individuals requesting to speak or address the Planning and Zoning Commission during the meeting shall do so under the "PUBLIC COMMENT" agenda item. Speakers shall be required to fill out a "PUBLIC COMMENT FORM" and present it, along with any material, handouts, or information for the Commission, to the Secretary prior to commencement of the Commission meeting. **As of May 1, 2022, all such public comments will be done IN PERSON. You may email public comments and they will be distributed to each of the Commission Members but not read out loud.**

Speaker comments are limited to three (3) minutes. No formal action can be taken by the Planning and Zoning Commission on items not posted on the agenda. Items requiring a PUBLIC HEARING will allow a member of the public an opportunity to speak during the Public Hearing and does not require a "PUBLIC COMMENT FORM".

Speakers must address their comments to the Chairperson or Presiding Officer rather than to an individual Commission Member or Staff Member. All speakers must limit their comments to the specific subject matter noted on the "PUBLIC COMMENT FORM" and refrain from any personal attacks or derogatory comments directed at any Commission Member, Staff Member, other individual, or group.

III. CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that are considered to be self-explanatory by the Planning and Zoning Commission and will be enacted with one motion, one second, and one vote. Any member of the Commission may pull any item from the Consent Agenda in order that the Commission discuss and act upon it individually as a part of the Regular Agenda.

1. December 18, 2023 Minutes

IV. NEW BUSINESS

1. **Project #202300095: An ordinance granting a specific use for the construction and operation of an automatic car wash facility located on a parcel of land known by the Bastrop County Central Appraisal District as Parcel number 83256 located at 1391 West Highway 290 on one acre of land.**

- A. Staff Presentation
- B. Applicant Presentation
- C. Open Public Hearing
- D. Close Public Hearing
- E. Discussion
- F. Recommendation

2. **Project # 202300259: An amended preliminary plat for "Amended Preliminary Plat Altessa Subdivision" located on parcels of land known by the Travis County Appraisal District as Parcels 358761, 965056, & 965082 & Bastrop County Appraisal District as Parcel 15378, and numerous lots within the plat, located east of County line Rd. & across from the Eagles Landing Development to add eight (8) single-family residential lots and 40, 770 linear feet of R.O.W. for rear loaded alley lots on 283.12 acres of land.**

- A. Staff Presentation
- B. Applicant Presentation
- C. Discussion
- D. Consideration

V. WORKSHOP

1. **Triada Development Agreement**

VI. ANNOUNCEMENTS

VII. ADJOURMENT

Attendance By Other Elected or Appointed Officials: It is anticipated that members of other city board, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be in attendance.

The members of the boards, commissions and/or committees may participate in discussions on the same items listed the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission or committee subject to the Texas Open Meetings Act.

Notice of Assistance at Public Meetings, the City of Elgin is committed to compliance with the Americans with Disabilities Act. Elgin City Hall and Council Chambers are wheelchair accessible and special marked parking is available. Persons with Disabilities who plan to attend this meeting and who may need assistance are requested to contact the City Secretary's Office at (512) 229-3222. Please provide forty-eight hours' notice when feasible.

I, Beau Perry, City Engineer for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before January, 19, 2024, in accordance with Chapter 551 of the Texas Government Code.



Beau Perry, Interim Development Services Director

MINUTES
CITY OF ELGIN PLANNING AND ZONING COMMISSION
REGULAR MEETING
MONDAY, DECEMBER 18, 2023

- I. CALL TO ORDER – ROLL CALL:** The Chair called the meeting to order at 6:40 P.M. at the Library Annex (Civic Center) located at 404 N. Main St., Elgin, TX.

COMMISSION PRESENT: Chair Antonio Prete, Vice-Chair Ronnie Creppon, Jason Tatum, Berney Williams, Dorothy McCarther, David Lanford and Scott Mackay.

COMMISSION ABSENT: None

STAFF PRESENT: Beau Perry, Interim Development Services Director and City Engineer, Melissa Lipiec, Secretary.

- II. PUBLIC COMMENT FOR NON-AGENDA RELATED ITEMS:** No members of the public were present to speak on this item.

III. CONSENT AGENDA

1. November 27, 2023 Minutes.

Ronnie Creppon moved that the Commission approve the consent agenda. Dorothy McCarther seconded the motion. The motion passed unanimously with a vote of seven (7) for and zero (0) against.

VI. NEW BUSINESS

1. Project #: 202300183: A final plat for “Harvest Ridge Section 4” located on a parcel of land known by the Bastrop County Appraisal District as Parcel 15378, located east of Harvest Ridge Section 3 for a total of 145 lots on 23.324 acres of land.
 - A. Staff Presentation – Beau Perry reminded the commission that they had approved a final plat for this section of the Harvest Ridge Subdivision earlier in the year. Since then they have re-configured Section 4 with alley loaded lots. Since we have not executed or recorded the final plat, they went back through the process to present this new plat.
 - B. Applicant Presentation – Adam Berry of BGE Inc. had no presentation but was present to answer any questions.
 - C. Discussion – David Lanford asked Adam Berry to go over the differences between the previously approved plat and the new proposed plat. The applicant stated that blocks R and Q are now alley loaded lots meaning that the garages will face the alley as opposed to front load lots. Chair Antonio Prete pointed out that lot 5 in block S shows a waterway buffer zone going across it and wanted clarification as to what can go in the buffer zone area. Chair Antonio Prete also requested clarification on where the 12’ Aqua easement ends and the typical 10’ PUE begins on Bountiful Lane near the cul-de-sac. The applicant responded that the Aqua easement ends at lot 65. Chair Antonio Prete requested that the plat clearly indicate that. Chair Antonio Prete then asked who is responsible for maintaining the access easement on the alley load lots in blocks R and Q. The applicant responded that the MUD is responsible for maintaining the alleys. A plat note will be added stating that the MUD will be responsible for maintaining the alleys. Chair Antonio Prete asked about Note #11 which stated that lots 58 and 81, block P and lot 34 will be conveyed to Altessa MUD and he asked the reason for that. The applicant responded that it was an error and should be lot 92 and lot 64 of block P are drainage lots. This note will need to be corrected. Chair Antonio Prete also requested that the name of the MUD be verified and appear correctly on the plat. Chair Antonio Prete then brought the applicant’s attention to page 3 of the plat which does not show dimensions

VI. NEW BUSINESS (Cont.)

for the alley showing how many feet on each side of the line (9'). The same needs to be shown on block Q. The blank in plat note # 3 needs to be filled in. Note 8 needs to be corrected to add "or assigns." Need to specify where the details on page 4 apply to (which lots or situations).

- D. Consideration – Jason Tatum moved that the Commission approve project number 202300183 with the changes recommended and discussed at the meeting. David Lanford seconded the motion. The motion passed unanimously with a vote of seven (7) for and zero (0) against.
-
- 2. Project #: 202300150: A Preliminary Plat for Lund Farms Section 1 located on parcels of land known by the Travis County Appraisal District as parcel numbers 358784, 358785, 358786, and 358788 and by the Bastrop County Appraisal District as parcel numbers 15102, and 15702 located east of County Line Road, south of Lund Road and West of North State Highway 95 for a total of 421 lots on 86.84 acres of land.
 - A. Staff Presentation – Beau Perry reminded the commission that Lund Farms is under a Development Agreement which was approved earlier in the year.
 - B. Applicant Presentation – Chris Rawls of BGE. Inc. had no presentation but was present to answer any questions.
 - C. Discussion – Ronnie Creppon asked whether either Travis County or Bastrop County would need to take part in the review process and Beau Perry stated that this property is under a Strategic Development Agreement which included a limited purpose annexation which means that the City of Elgin takes the lead on reviewing the project. He also stated that Bastrop County will perform review over Lund Farm Road in this development. Travis County will review any improvements to County Line Road and TxDot will review any connections to Highway 95. Chair Antonio Prete asked if this development would be a MUD and Beau Perry responded affirmatively. Scott Mackay asked for clarification on plat note #8. The applicant responded that the MUD would be responsible for maintaining the sidewalks. Chair Antonio Prete stated that the verbiage regarding the Commissioner's Court should be removed from the plat.
 - D. Consideration – David Lanford moved that the Commission approve project number 202300150. Scott Mackay seconded the motion. The motion passed unanimously with a vote of seven (7) for and zero (0) against.

The Chair called a brief recess at 7:40 P.M. so that the commission members could move to the workshop tables.

The Chair called the meeting back to order at 7:72 P.M. at the workshop tables.

V. WORKSHOP

- 1. Review, discuss, and provide input regarding Amendment No. 1 to Briarwood Development and Consent Agreement.

Beau Perry conducted a presentation of the proposed amendment. Beau presented a large-scale map of the proposed Exhibit associated with the Agreement. He stated that the Briarwood developers purchased an additional 75.608 acres of land and would like to make it part of the original Development Agreement. The additional acreage is located south of US 290 and west of County Line Road. Beau Perry stated that the proposed amendment has already gone before the Economic Development Corporation for the highway commercial property regarding the layout. Staff and Commission discussed site location, proposed mixed use of the land, park improvements, utility upgrades, and contributions to city park fund. The Commission would like to see restrooms added to the park as well as

V. WORKSHOP (cont.)

an expanded parking area. The Commission recommended that the developer meet with the Park Board to provide input on the proposed park.

VI. ANNOUNCEMENTS

None.

VII. ADJOURNMENT The meeting was adjourned at 8:34 P.M.

Antonio Prete, Chairman

ATTEST: _____
Melissa Lipiec, Secretary

On a motion by _____, seconded by _____
the foregoing instrument was passed and approved on this _____ day of _____, 2024.



Development Services Department

STAFF REPORT

Consideration of a Specific Use for Whitewater Carwash

Date: January 12, 2024
Applicant: Drew Donosky – Clay Moore Engineering
Hearing Date” January 22, 2024
Location: 1391 W US 290, Bastrop CAD #83256

APPLICATION SUMMARY

The applicant proposes to demolish the current structures and paving to construct an automatic car wash facility on the property as noted in the application. The use of the property was previously a combination manual and touchless car wash with vacuum area which was constructed in 2001.

DEPARTMENT COMMENTS

Our zoning code includes automatic washing facilities as part of Gasoline service or filling station definition. Since this automatic washing facility is not part of either of those, they must request a Specific Use for the automatic car wash. TRC is in the process of reviewing the site development plans to ensure they meet the City's standards.

ATTACHMENTS

1. Application
2. Owner's Authorization
3. Project Narrative
4. Proposed Site Plan
5. TRC review letter

SPECIFIC USE APPLICATION

Date: 8/28/2023

SITE INFORMATION

Project Address: 1391 HWY 290 ELGIN, TX

Parcel Identification Number (if no address): _____

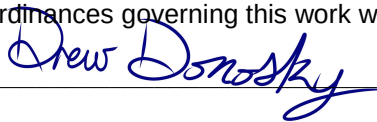
APPLICANT

Name: CLAYMOORE ENGINEERING (DREW DONOSKY)

Postal Address: 1903 CENTRAL DR. #406 BEDFORD, TX 76021

E-Mail Address: drew@claymooreeng.com; Phone Number: 817-281-0572

The information given on this application is accurate to the best of my knowledge. All provisions of laws and ordinances governing this work will be complied with, whether specified on this application or not.

 DREW DONOSKY

Signature

Printed Name

Date

Project Description:

CARWASH



802 N. Ave. C
P.O. Box 591
Elgin, Texas, 78621



(512) 281-0119



www.elgintexas.gov

September 1, 2023

Re: Owner Letter of Authorization - Whitewater Carwash_Elgin, Texas

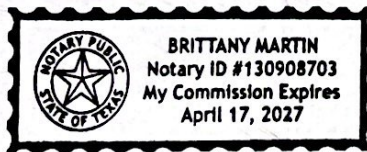
To Whom It May Concern:

I hereby designate Drew Donosky – ClayMoore Engineering to act in the capacity as my agent for filing, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application. I hereby certify that I am the owner of the property.

Owner's Signature: Eth Date: September 11, 2023
STATE OF Texas
COUNTY OF Travis

BEFORE ME, a Notary Public, on this day personally appeared Ethan Middleman
and signed the above signed authorization,

SUBSCRIBED AND SWORN TO before me, this the 11 day of September, 20 23.



Notary Seal

[Signature]
Notary Signature



Project Narrative

The intent of this submittal is a proposed carwash development located on a 1.00 acre parcel of land. The tract is located at 1391 W Hwy 290, Elgin, TX 78621. The current conditions of the lot include a vacant structure and existing paving.

The existing structure and paving is planned to be removed and replaced with the proposed development, a Whitewater Carwash. This development will include a proposed structure, paving and grading, proposed landscaping, and redesigned utilities.

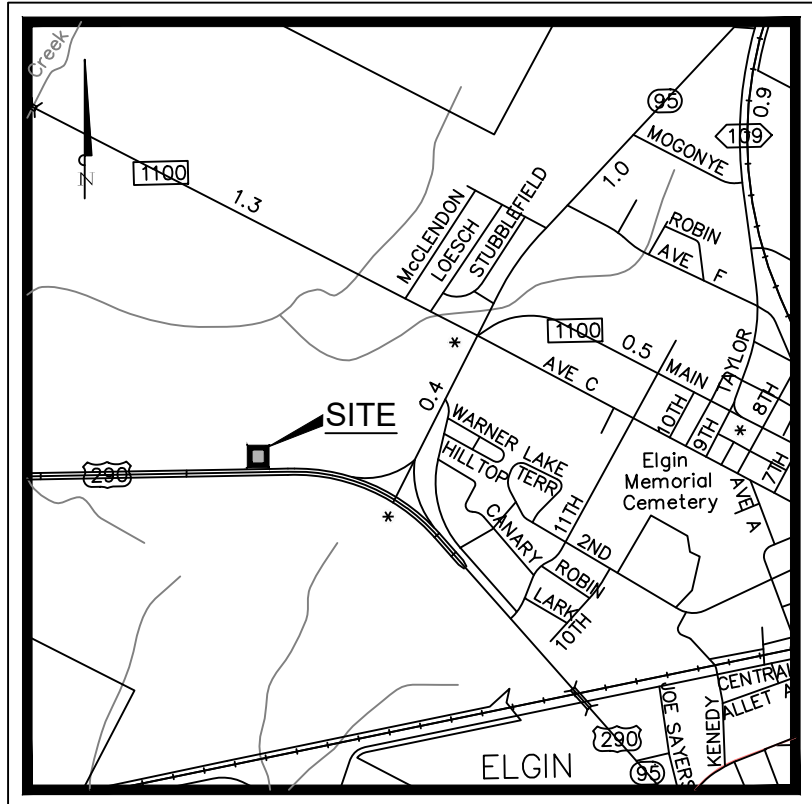
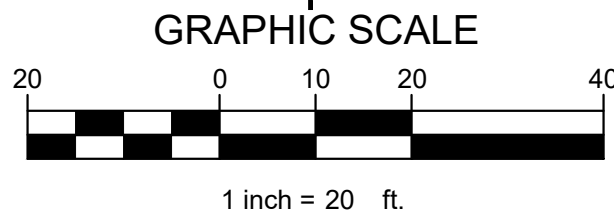
Civil Engineer: Claymoore Engineering
Drew Donosky
1903 Central Dr, Ste 406
Bedford, TX 76021

**WHITEWATER
1391 W. HWY. 290
ELGIN, TX. 78621**

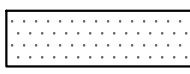
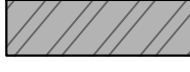
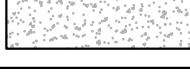
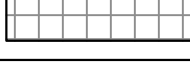
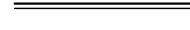
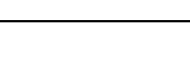
SUP SITE PLAN

[illegible]

DESIGN:	ASD
DRAWN:	ASD
CHECKED:	ASD
DATE:	12/4/2023
SHEET SP-1	
File No:	2023 - 080



VICINITY
N.T.S.

LEGEND	
	STANDARD DUTY CONCRETE PAVEMENT
	HEAVY DUTY CONCRETE PAVEMENT
	DUMPSTER AREA CONCRETE PAVEMENT
	SIDEWALK CONCRETE PAVEMENT
	EXISTING CONCRETE PAVEMENT
	PROPOSED CONCRETE CURB AND GUTTER
	PARKING COUNT
	FULL-DEPTH SAWCUT
	EXISTING FENCE
	PROPOSED FIRE LANE PAVEMENT

CONSTRUCTION SCHEDULE	
①	SAW CUT FULL DEPTH EXISTING PAVEMENT
②	PROPOSED HANDICAP SYMBOL
③	PROPOSED PAVEMENT STRIPING
④	PROPOSED HANDICAP SIGN
⑤	PROPOSED CURB STOP
⑥	4" PARKING STALL STRIPING COLOR: WHITE (TYP)
⑦	PROPOSED CONCRETE SIDEWALK
⑧	PEDESTRIAN ADA RAMP
⑨	DUMPSTER WITH ENCLOSURE (REFER TO ARCHITECTURAL PLANS FOR DETAILS)

ACCORDING TO MAP NO. 48021C0075E, DATED 11/29/2006 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF BASTROP COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN NON-SHADED ZONE (AREA) DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN; IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, ON RARE OCCASIONS, GREATER FLOODS CAN OCCUR AND WILL CAUSE FLOOD DAMAGE TO BE CAUSED BY OTHER MEANS OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.

SITE DATA SUMMARY																				
LOT	ZONING	PROPOSED USE	LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	BLDG. AREA (SQ. FT.)	BLDG HGT. (FT)	# OF STORIES	LOT COVERAGE		FLR AREA RATIO		PARKING		HANDICAP SP.		TOTAL IMPERVIOUS		TOTAL PERVIOUS		
								REQ.	PROV.	REQ.	PROV.	REQ. RATIO		TOTAL PROV.	REQ.	PROV.	(SQ FT)	(%)	(SQ FT)	(%)
LOT 2	CI - COMMERCIAL	AUTOMOBILE CARWASH	1.00	43,734	4,150	20'-0"	1	50% MAX	9.5%	1:1.25 MAX	0.09	DTERMINED PER PLANNING AND ZONING COMMISSION		23	1	1	30,494	70%	13,240	30%

<u>ZONING DESCRIPTION:</u>		
C1 - NEIGHBORHOOD SHOPPING / COMMERCIAL		
<u>OWNER:</u>		
HWY 290 MIDDLEMAN LLC 1711 EAST 38TH 1/2 ST AUSTIN, TX. 78722		
<u>CONTACT NAME:</u> ETHAN MIDDLEMAN		
<u>APPLICANT:</u>		
CLAYMOORE ENGINEERING, INC. 1903 CENTRAL RIDE SUITE #406 BEDFORD, TX. 76021 PH: 817.281.0572		
<u>CONTACT NAME:</u> MATT MOORE		
<u>SURVEYOR:</u>		
EAGLE SURVEYING, LLC 210 S. ELM ST. SUITE #104 DENTON, TX 76201 PH: 940.222.3009		
<u>CONTACT NAME:</u> TYLER RANK		
<u>LEGAL DESCRIPTION:</u>		
WALLACE LUNDGREN SUBDIVISION, LOT 2, ACRES 1.0040		
<u>CITY:</u>		
ELGIN		
<u>STATE:</u>		
TX.		
<u>COUNTY</u>	<u>SURVEY:</u>	<u>ABSTRACT NO.</u>
BASTROP	JONATHAN BURLESON	18

PLOTTED BY: PATIENCE GRMA
PLOT DATE: 12/4/2023 2:20 PM
LOCATION: \\QM-FS01\PUBLIC\PROJECTS\PROJECTS\2023-080 WHITEWATER ELGIN\CADD\SHEETS\SP-1 SITE PLAN.DWG
LAST SAVED: 12/4/2023 2:18 PM



505 East Huntland Drive
Suite 250
Austin, Texas 78752

T 512.454.8716
TRCcompanies.com
T.B.P.E. #F-8632

December 19, 2023

Ms. Melissa Lipiec, Planning Technician
City of Elgin
310 N. Main St.
Elgin, Texas 78621

RE: Whitewater – Specific Use Permit Review

Dear Ms. Lipiec:

TRC has reviewed the following documents listed below submitted on December 4, 2023, by ClayMoore Engineering, Inc (CM).

1. Specific Use Permit Application dated August 28, 2023.
2. Other supporting documents submitted with the Specific Use Permit: Supplemental Site Plan, Owner's Authorization, and Deed.

Our review finds that this document has been prepared in general conformance with the City of Elgin's Code of Ordinances.

As TRC did not provide the detailed design of the submitted document, TRC and the City of Elgin must rely on the adequacy of the Registered Professional Land Surveyor and Registered Professional Engineer that prepared the document and all responsibility for the surveying, engineering design, and submitted documents shall remain with the Registered Professional Land Surveyor and Registered Professional Engineer.

If you have any questions regarding this information, please do not hesitate to contact this office.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Beau Perry".

K. Beau Perry, P.E.
Regional Vice President

cc: Reggie Smith, Clay Moore Engineering



Development Services Department

STAFF REPORT

Consideration of an Amended Preliminary Plat for Altessa Subdivision

Date: January 12, 2024
Applicant: Richard Pham, P.E., BGE Inc.
Hearing Date” January 22, 2024
Location: Travis County Appraisal District Parcels 358761, 865056, & 965082 & Bastrop County Appraisal District Parcel 15378 and numerous lots within the Plat.

APPLICATION SUMMARY

Consideration of an amended preliminary plat for the Harvest Ridge Development (formerly Altessa Subdivision). The amended plat will increase the total single-family lot count from 1,167 to 1,175 and add 40,839 linear feet of R.O.W. for rear loaded alley lots.

DEPARTMENT COMMENTS

This development was originally named “Altessa Ranch” and the Preliminary Plat was approved by the Planning and Zoning Commission on October 28, 2019. The Altessa Municipal Utility District (MUD) was formed to service this development. The name of the development was changed to Harvest Ridge by the time the first final plat was presented for approval. The Commission considered a final plat for Harvest Ridge Section 4 last month in which rear load alley lots were included; this amended preliminary plat is being submitted to show that change in compliance with the Development and Consent Agreement for this development.

ATTACHMENTS

1. Application
2. Owner’s Authorization
3. Summary Letter
4. Proposed Preliminary Plat
5. TRC review letter

PRELIMINARY PLAT APPLICATION

Date: _____

New _____ Modification XModification of Altessa Subdivision

SITE INFORMATION

Project Address: Harvest Ridge

Parcel Identification Number (if no address): _____

APPLICANT

Name: J. Adam Berry, P.E.Postal Address: 101 W. Louis Henna Blvd., Suite 400
Austin, TX 78728E-Mail Address: aberry@bgeinc.com; Phone Number: 512-879-0464

The information given on this application is accurate to the best of my knowledge. All provisions of laws and ordinances governing this work will be complied with, whether specified on this application or not.


J. Adam Berry, P.E.12/13/2023

Signature

Printed Name

Date

Project Description:

Amending the previously approved Altessa Subdivision Preliminary Plat with an
increase lot count from 1,167 to 1,175.



802 N. Ave. C.
P.O. Box 591
Elgin, Texas, 78621



(512) 281-0119



www.elgintexas.gov

Owner Authorization Form

February 3, 2021

Site Development Plan Authority

Re: Site Development Plan Application
~~Harvest Ridge Amenity Center~~
Elgin, Texas

Harvest Ridge All Phases Platist Plan

I, *Adam Boenig*, *Vice President* of Clayton Properties Group, Inc., do hereby make and/or authorize J. Adam Berry, to represent Clayton Properties Group, Inc. for submittal and subsequent processing of the Subdivision Construction Plans application for all Sections of Harvest Ridge.

Sincerely,



Clayton Properties Group, Inc.
6700 Vaught Ranch Road, Suite #200
Austin, TX 78730



December 21, 2023

Mr. K. Beau Perry, PE
Regional Vice President
TRC Environmental Corporation
505 East Huntland Drive, STE 250
Austin, Texas 78752

Re: Altessa Subdivision (Harvest Ridge) – Amended Preliminary Plat – Summary Letter

Mr. Perry,

On behalf of Clayton Properties Group, Inc., we have prepared an application to Amend approved Preliminary Plat of Altessa Subdivision (also known as Harvest Ridge).

The Preliminary Plat was approved by the City of Elgin Planning & Zoning Commission on December 19, 2022. The approved Preliminary Plat was for a 283.12-acre tract located within Altessa MUD consisting of a total of 1,167 single-family residential lots and 40,839 linear feet of R.O.W. The proposed amendment for the 283.12-acre tract consists of a total of 1,175 single-family residential lots and 40,770 linear feet of R.O.W. This amendment will result in a high-quality development for the benefit of the present and future residents of the City and the property due to current market trends and higher demand for rear loaded alley lots. A summary table of the type of residential lots are provided below.

Table 1: Lot Summary Table

Lot Type	Approved Preliminary Plat	Proposed Amendment
35' Alley	255	410
40' Alley	171	149
40'	609	541
50'	132	75
Total	1,167	1,175

To our knowledge, the submitted Amended Preliminary Plat application package is complete, correct, and in full compliance with the City of Elgin's Subdivision Ordinance and Development and Consent Agreement. However, if you have any questions regarding this application, please feel free to contact me at (512) 620-8638 or via Email at RPham@BGEInc.com.

Sincerely,

Richard Pham, PE
Project Manager
BGE, Inc.

G:\TXC\Projects\Brohn_Homes\0800-10-Harvest_Ridge_Amended_Prelim\DW01_CADD\01_Shts\0800-10-C-SP-COVR.dwg Layout: COVER SHEET Plotted: 1/10/2024 10:27:51 AM

GENERAL NOTES

1. ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER. APPROVAL OF THESE PLANS BY THE CITY OF ELGIN DOES NOT REMOVE THESE RESPONSIBILITIES.

2. THIS SUBDIVISION IS WITHIN THE CITY OF ELGIN LIMITED PURPOSE ANNEXATION AND IS SUBJECT TO A DEVELOPMENT AND CONSENT AGREEMENT, DATED AUGUST 6, 2019 AND PASSED IN CITY RESOLUTION NO. 2019-08-06-28 AND FIRST AMENDMENT TO DEVELOPMENT AND CONSENT AGREEMENT, DATED FEBRUARY 03, 2021 (DOCUMENT NO. 202102173).

3. THIS PROJECT IS LOCATED IN THE LOWER COLORADO-CUMMINS WATERSHED AND IS CLASSIFIED AS A SUBURBAN WATER SUPPLY WATERSHED..

4. NO PORTION OF THIS PROJECT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE OR CONTRIBUTING ZONE.

5. THIS PROJECT IS LOCATED WITHIN THE CITY OF ELGIN LIMITED PURPOSE ANNEXATION WITHIN BASTROP COUNTY & TRAVIS COUNTY.

6. THIS PROPERTY LIES IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 500 YEAR FLOOD PLAIN) OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48453C0510H, EFFECTIVE DATE SEPTEMBER 26, 2008 AND IN ZONE "A" (AREAS SUBJECT TO INUNDATION BY THE 1-PERCENT-ANNUAL-CHANCE FLOOD EVENT) OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48021C0075E, EFFECT DATE JANUARY 19, 2008. THESE PLANS DEPICT THE ANTICIPATED ZONA "A" FLOODPLAIN PER THE CONDITIONAL LETTER OF MAP REVISION (CASE NO. 21-06-2267R) APPROVED ON MARCH 28, 2022.

7. THIS SUBDIVISION IS IN AND SERVED BY AQUA WATER SUPPLY CORP. CCN FOR WATER SERVICE.

8. THIS SUBDIVISION IS IN AND SERVED BY THE CITY OF ELGIN CCN FOR WASTEWATER SERVICE.

9. THIS SUBDIVISION IS LOCATED IN THE ALTESSA M.U.D.

10. THIS PRELIMINARY PLAT CONFORMS TO THE ADOPTED CONCEPT PLAN, INCLUDING ADOPTED MINOR AMENDMENTS AS ALLOWED UNDER SECTION 4.05 OF RESOLUTION 2019-08-06-28.

11. ACCEPTANCE OF THIS PRELIMINARY PLAN DOES NOT DENOTE APPROVAL OF THE STREET NAMES HEREIN. ALL STREET NAMES WILL BE REVIEWED AND APPROVED WITH A FINAL PLAT.

12. THE ESTIMATED AVERAGE SINGLE FAMILY LOT SIZE IS 5,631 SF.
SINGLE FAMILY LOTS LESS THAN 6,000 SF: 872
SINGLE FAMILY LOTS 6,000 TO 7,499 SF: 226
SINGLE FAMILY LOTS 7,500 TO 8,999 SF: 54
SINGLE FAMILY LOTS GREATER THAN 9,000 SF: 23
TOTAL SINGLE FAMILY LOTS: 1,175

DESCRIPTION OF 283.115 ACRE TRACT OF LAND, SITUATED IN THE THOMAS CHRISTIAN SURVEY, ABSTRACT NOS. 20 AND 2296, IN BASTROP AND TRAVIS COUNTIES, TEXAS, BEING ALL OF THAT CERTAIN 234.215 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED FROM EUGENE R. KANAK, AND WIFE, JUDY A. KANAK TO THE EUGENE R. AND JUDY A. KANAK LIVING TRUST, EUGENE R. KANAK AND JUDY A. KANAK, CO-TRUSTEES, OF RECORD IN VOLUME 920, PAGE 713 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS AND VOLUME 13223, PAGE 688 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALSO ALL OF THAT CERTAIN 48.820 IN A DEED TO RUSSELL FRANKLIN BOYD OF RECORD IN VOLUME 725, PAGE 633 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 283.115 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 48.820 ACRE TRACT, BEING ALSO THE NORTHWEST CORNER OF SAID 234.215 ACRE TRACT AND BEING ON THE EAST RIGHT-OF-WAY LINE OF COUNTY LINE ROAD, A VARIABLE WIDTH RIGHT-OF-WAY.

THENCE, N 27°08'47" E, WITH THE EAST RIGHT-OF-WAY OF COUNTY LINE ROAD AND THE WEST LINE OF SAID 234.215 ACRE TRACT, FOR A DISTANCE OF 708.88 FEET TO THE SOUTHWEST CORNER THAT CERTAIN 10.00 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CLYDE T. LUNDGREN AND BETTY S. LUNDGREN OF RECORD IN VOLUME 7619, PAGE 44 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING AN ANGLE CORNER OF SAID 234.215 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, S 62°51'29" E, DEPARTING THE EAST RIGHT-OF-WAY OF COUNTY LINE ROAD, WITH THE SOUTH LINE OF SAID 10.00 ACRE TRACT, FOR A DISTANCE OF 476.51 FEET TO THE SOUTHEAST CORNER SAID 10.00 ACRE TRACT, AND BEING AN INTERIOR ANGLE CORNER OF SAID 234.215 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, N 27°08'48" E, WITH THE EAST LINE OF SAID 10.00 ACRE TRACT AND THE WEST LINE OF SAID 234.215 ACRE TRACT, AT A DISTANCE OF 914.67 FEET PASSING THE NORTHEAST CORNER OF SAID 10.00 ACRE TRACT AND THE SOUTHEAST CORNER OF THAT CERTAIN 4.737 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CLYDE T. LUNDGREN AND BETTY S. LUNDGREN OF RECORD IN VOLUME 7619, PAGE 47 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, FOR A TOTAL DISTANCE OF 1,347.72 FEET TO THE NORTHEAST CORNER SAID 4.737 ACRE TRACT, BEING ALSO ON THE SOUTH LINE OF THAT CERTAIN 147.144 ACRE TRACT OF LAND DESCRIBED IN A DEED TO RSM REAL ESTATE, LP OF RECORD IN DOCUMENT NO. 201414715 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEAS, AND BEING THE NORTHWEST CORNER OF SAID 234.215 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, S 62°53'48" E, WITH THE SOUTH LINE OF SAID 147.144 ACRE TRACT AND THE NORTH LINE OF SAID 234.215 ACRE TRACT, AT A DISTANCE OF 3,922.44 FEET PASSING A 1-INCH IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF SAID 147.144 ACRE TRACT AND THE SOUTHWEST CORNER OF THAT CERTAIN 139.723 ACRE TRACT OF LAND DESCRIBED IN A DEED TO ROGER AND SUZANNE MOGONYE OF RECORD IN VOLUME 2039, PAGE 771 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, FOR A TOTAL DISTANCE OF 4,832.13 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 234.215 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, AND BEING THE NORTHWEST CORNER OF THAT CERTAIN 42.158 ACRE TRACT OF LAND DESCRIBED IN A DEED TO WARD AND PATSY PAYNE OF RECORD IN VOLUME 647, PAGE 728 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS;

THENCE, S 27°35'48" W, WITH THE WEST LINE OF SAID 42.158 ACRE TRACT AND THE EAST LINE OF SAID 234.215 ACRE TRACT, AT A DISTANCE OF 1,298.23 FEET PASSING A 5/8-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 42.158 ACRE TRACT AND THE NORTHWEST CORNER OF THAT CERTAIN 66.936 ACRE TRACT OF LAND DESCRIBED IN A DEED TO JIM V. AND KATHERINE L. MOGONYE OF RECORD IN VOLUME 2343, PAGE 362 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, FOR A TOTAL DISTANCE OF 2,036.79 FEET TO THE SOUTHEAST CORNER OF SAID 234.215 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, AND BEING ON THE NORTH LINE OF THAT CERTAIN 67 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE CYNTHIA AND SHELDON RAY JOHNSON JOINT LIVING TRUST OF RECORD IN DOCUMENT NUMBER 201810089 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS;

THENCE, N 63°06'30" W, WITH THE NORTH LINE OF SAID 67 ACRE TRACT AND THE SOUTH LINE OF SAID 234.215 ACRE TRACT, FOR A DISTANCE OF 3,290.74 FEET TO THE NORTHWEST CORNER OF SAID 67 ACRE TRACT, BEING ALSO THE NORTHEAST CORNER OF SAID 48.820 ACRE TRACT AND BEING THE ANGLE POINT ON THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT;

THENCE, S 27°10'16" W, DEPARTING THE SOUTH LINE OF SAID 234.288 ACRE TRACT, AND WITH THE EAST LINE OF SAID 48.820 ACRE TRACT AND THE WEST LINE OF SAID 67 ACRE TRACT, FOR A DISTANCE OF 1,065.40 FEET TO A 1/2-INCH IRON ROD FOUND AND BEING THE NORTHEAST CORNER OF THAT CERTAIN 3.006 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO FAUSTO C. MARTINEZ AND MARIA SAUCEDO OF RECORD IN DOCUMENT NO. 201108993, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS;

THENCE, N 62°50'09" W, WITH THE NORTH LINE OF SAID 3.006 ACRE TRACT FOR A DISTANCE OF 2008.67 FEET TO A 3/4" IRON FOUND ON THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY LINE ROAD AND BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 27°32'17" E, WITH THE EAST RIGHT-OF-WAY OF COUNTY LINE ROAD AND BEING THE WEST LINE OF SAID 48.820 ACRE TRACT FOR A DISTANCE OF 1055.94 FEET TO THE POINT OF BEGINNING AND CONTAINING 283.115 ACRES OF LAND;

THE DESCRIPTION IS BASED ON THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN U.S. SURVEY FEET.

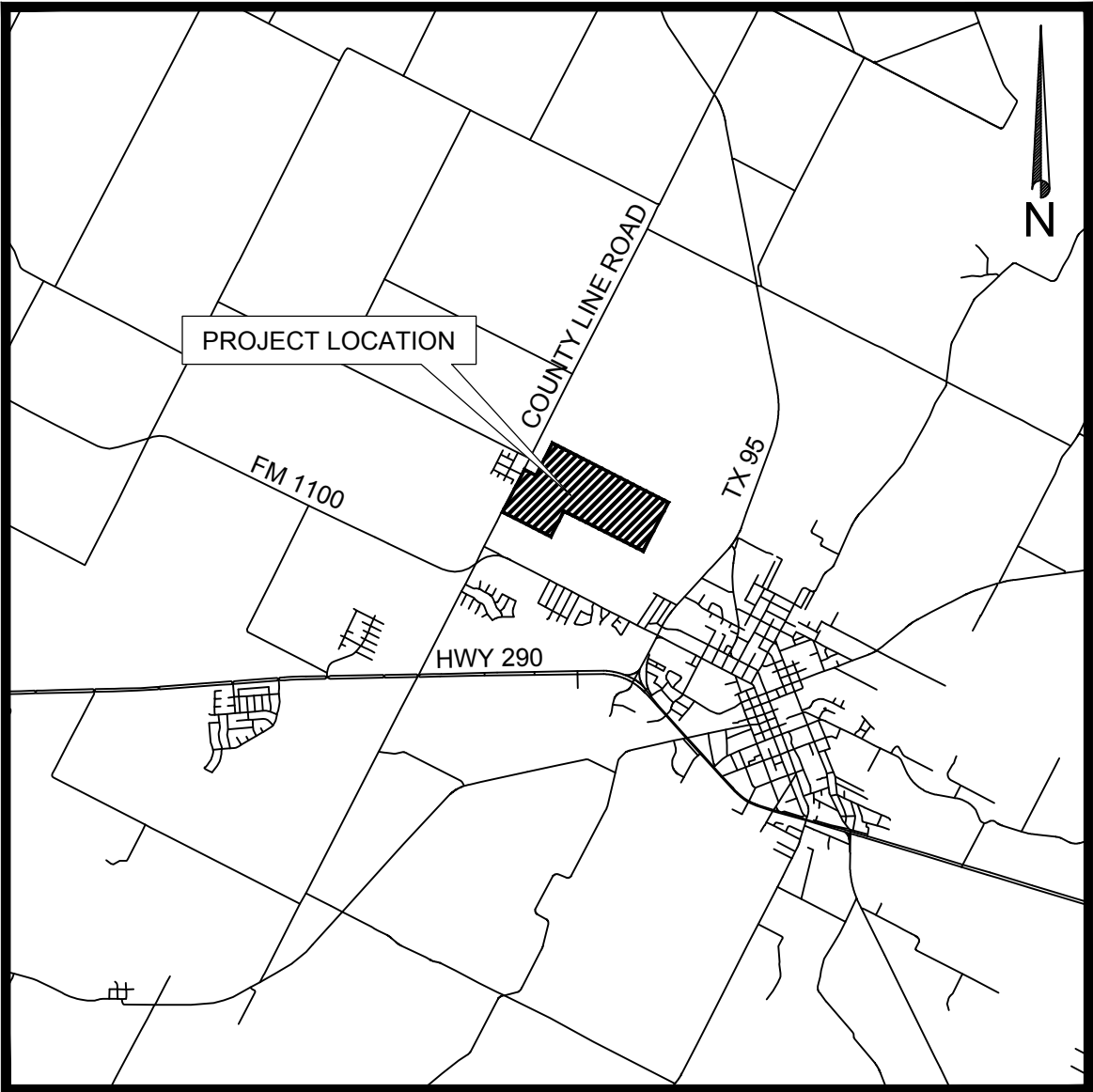
THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, AND DOES NOT REFLECT THE RESULTS OF AN ON-THE-GROUND SURVEY AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

ACREAGE(S) SHOWN HEREON ARE CALLED FOR ON THE RECORDED INSTRUMENT(S) CITED HEREIN.

AMENDED PRELIMINARY PLAT - NOT FOR RECORDATION

ALTESSA SUBDIVISION

ELGIN, TEXAS



PROJECT LOCATION: N.T.S.

SUMMARY NOTES

- ENGINEER:

BGE, INC., TBPE F-1046
101 WEST LOUIS HENNA BLVD, SUITE 400
AUSTIN, TEXAS 78728
(512) 879-0400
- SURVEYOR:

BGE, INC., TBPE F-1046
101 WEST LOUIS HENNA BLVD, SUITE 400
AUSTIN, TEXAS 78728
(512) 879-0400
- PROPERTY OWNER:

CLAYTON PROPERTIES GROUP, INC.
DBA BROHN HOMES
6720 VAUGHT RANCH ROAD
SUITE 200
AUSTIN, TX 78730
512-320-8833

REVISIONS

REV	DESCRIPTION	DATE	APR

APPLICATION SUBMITTAL DATE: December 20, 2023

Sheet List Table

Sheet Number	Sheet Title
1	COVER SHEET
2	OVERALL PRELIMINARY PLAN
3	PRELIMINARY PLAN (SHEET 1 OF 4)
4	PRELIMINARY PLAN (SHEET 2 OF 4)
5	PRELIMINARY PLAN (SHEET 3 OF 4)
6	PRELIMINARY PLAN (SHEET 4 OF 4)
7	PRE-DEVELOPED HYDROLOGY MAP
8	OVERALL STORM SEWER PLAN
9	OVERALL WATER & WASTEWATER PLAN

LOT SUMMARY BY PHASE					
SECTION	35' ALLEY	40' ALLEY	40'	50'	TOTAL
1	57		48	42	147
2	32	30	78	18	158
3		30	80	15	125
4	56		87		143
5	55	21	52		128
6	57	13	44		114
7		42	62		104
8	36	13	50		99
9	117		40		157
	410	149	541	75	1175

SUMMARY	
TOTAL ACREAGE:	283.12 AC.
NUMBER OF BLOCKS	38
NUMBER OF 35' LOTS	410
NUMBER OF 40' LOTS	690
NUMBER OF 50' LOTS	75
LINEAR FEET OF NEW STREETS	40,770 LF

SUBMITTED BY:


J. ADAM BERRY, P.E.
BGE, INC. TBPE NO. F-1046

01/16/2024

DATE

THIS PRELIMINARY PLAT WAS APPROVED BY THE CITY OF ELGIN PLANNING & ZONING COMMISSION ON THIS ____ DAY OF _____, 20__.

SIGNED: _____

PRINT: PLANNING & ZONING COMMISSION CHAIR

SIGNED: _____

PRINT: PLANNING & ZONING COMMISSION SECRETARY

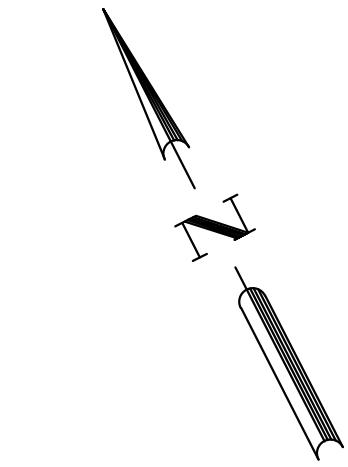


BGE, Inc.
1701 Directors Blvd, Suite 1000
Austin, TX 78744
Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

SHEET
REFERENCE
NUMBER

SHEET 1 OF 9

ALTESSA SUBDIVISION
AMENDED PRELIMINARY PLAT



0 100' 200' 400'
SCALE: 1" = 200'

WARD & PATSY PAYNE
VOL 647, PG 728
O.P.R.B.C.T.

JIM V & KATHERIN L MOGONYE
VOL 2343, OG 362
O.P.R.B.C.T.

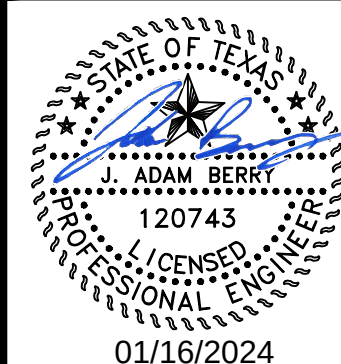
DESIGNED BY: MKS
REVIEWED BY: JAB
DRAWN BY: MKS



BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 600
AUSTIN, TX 78728
TELEPHONE REGISTRATION NO. F-1046
TEL 512.675.9060 www.bgeinc.com

ALTESSA SUBDIVISION
ELGIN, TEXAS

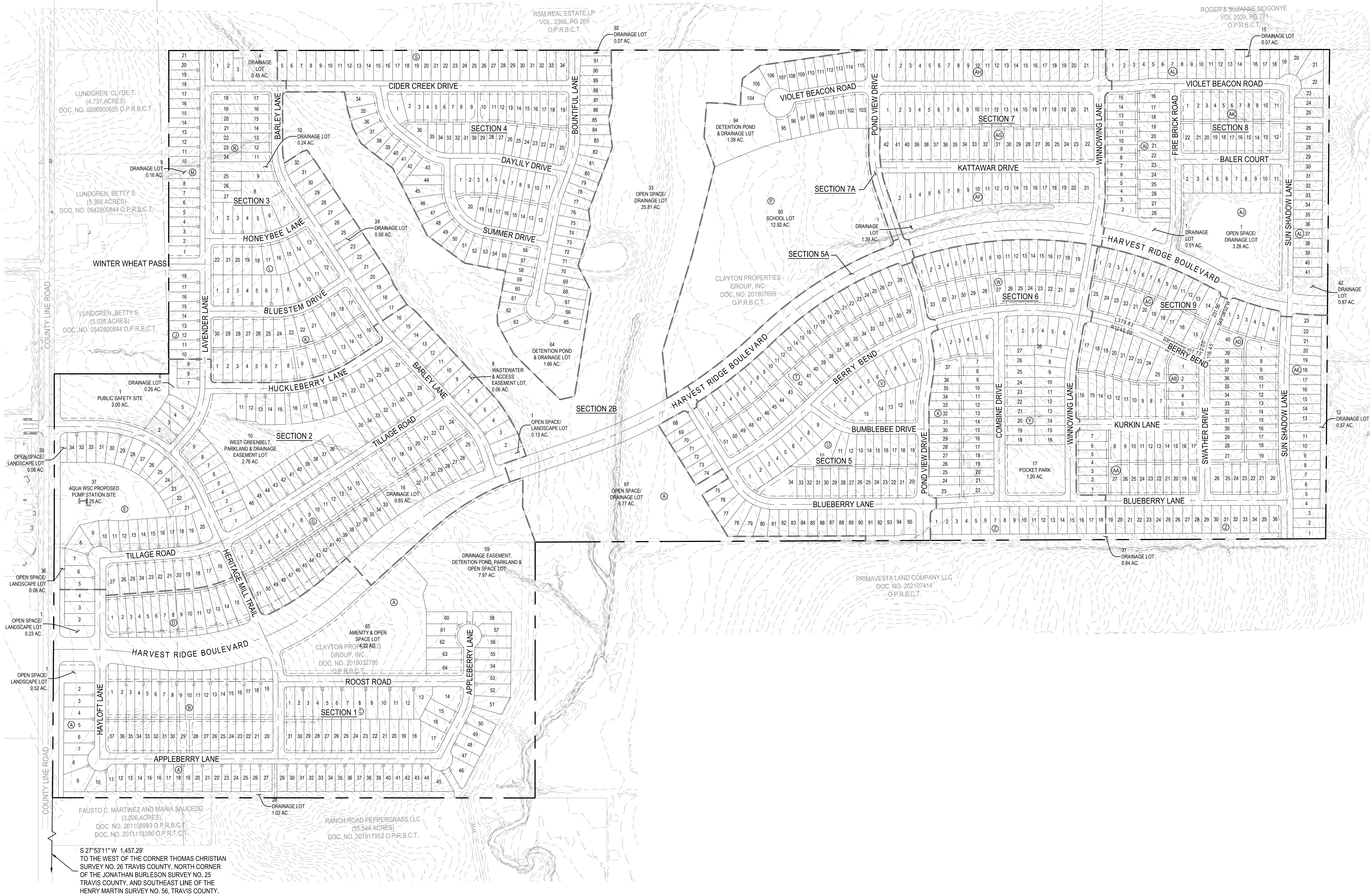
OVERALL PRELIMINARY PLAN



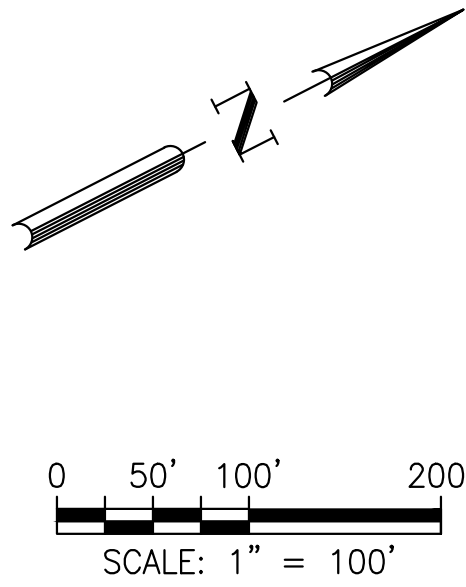
01/16/2024

2 OF 9

G:\TXC\Projects\Borin_Homes\8080-10-Harvest_Ridge_Amended_Prelim\DWG_CADD\01_Shts\8080-10-C-SP-PRM-OVER.dwg Layout: 1/10/2024 10:28:06 AM



ALTESSA SUBDIVISION
AMENDED PRELIMINARY PLAT



- NOTES:
1. A TYPICAL 12' EASEMENT, MEASURED FROM THE ROW, SHALL BE DEDICATED TO AQUA WATER SUPPLY CORPORATION ALONG ONE SIDE OF THE SIDE OF STREETS AS SHOWN. A TYPICAL 10' PUBLIC UTILITY EASEMENT SHALL BE DEDICATED ALONG THE OPPOSITE SIDE OF SAID STREETS.
 2. SETBACKS ON LOTS SHALL CONFORM TO THE FOLLOWING:
ALLEY LOADED: 10' FRONT, 5' SIDE, 10' REAR, 15' PUBLIC STREET SIDE
NON-ALLEY: 20' FRONT, 5' SIDE, 10' REAR, 15' PUBLIC STREET SIDE
 3. PRELIMINARY PLAT GENERALLY CONFORMS TO THE ADOPTED CONCEPT PLAN.

LEGEND

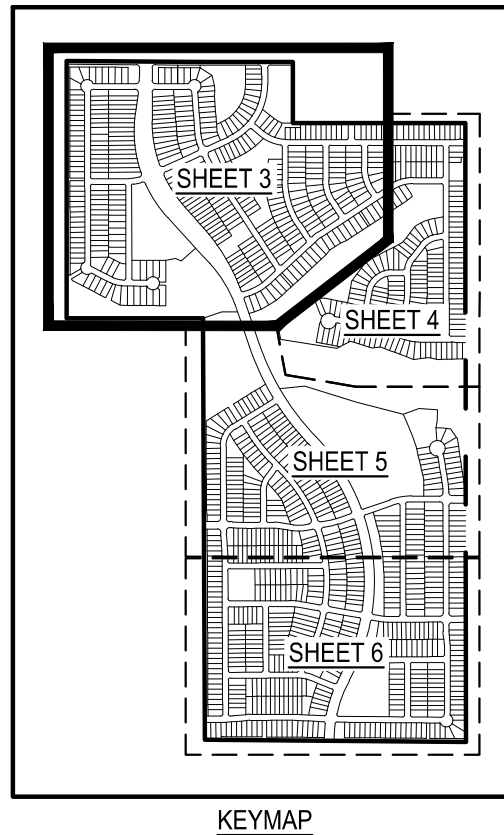
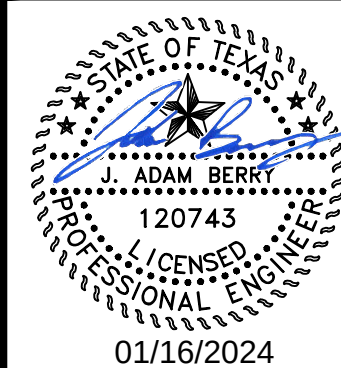
- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PHASE BOUNDARY
- ROAD CENTERLINE
- PROPOSED LOT LINE
- PROPOSED EASEMENT
- PROPOSED LOT NUMBER

DESIGNED BY: MKS
REVIEWED BY: JAB
DRAWN BY: MKS



BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 100
AUSTIN, TX 78728
TELEPHONE: 512.466.1000
WWW.BGE.COM

ALTESSA SUBDIVISION
ELGIN, TEXAS
PRELIMINARY PLAN
(SHEET 1 OF 4)

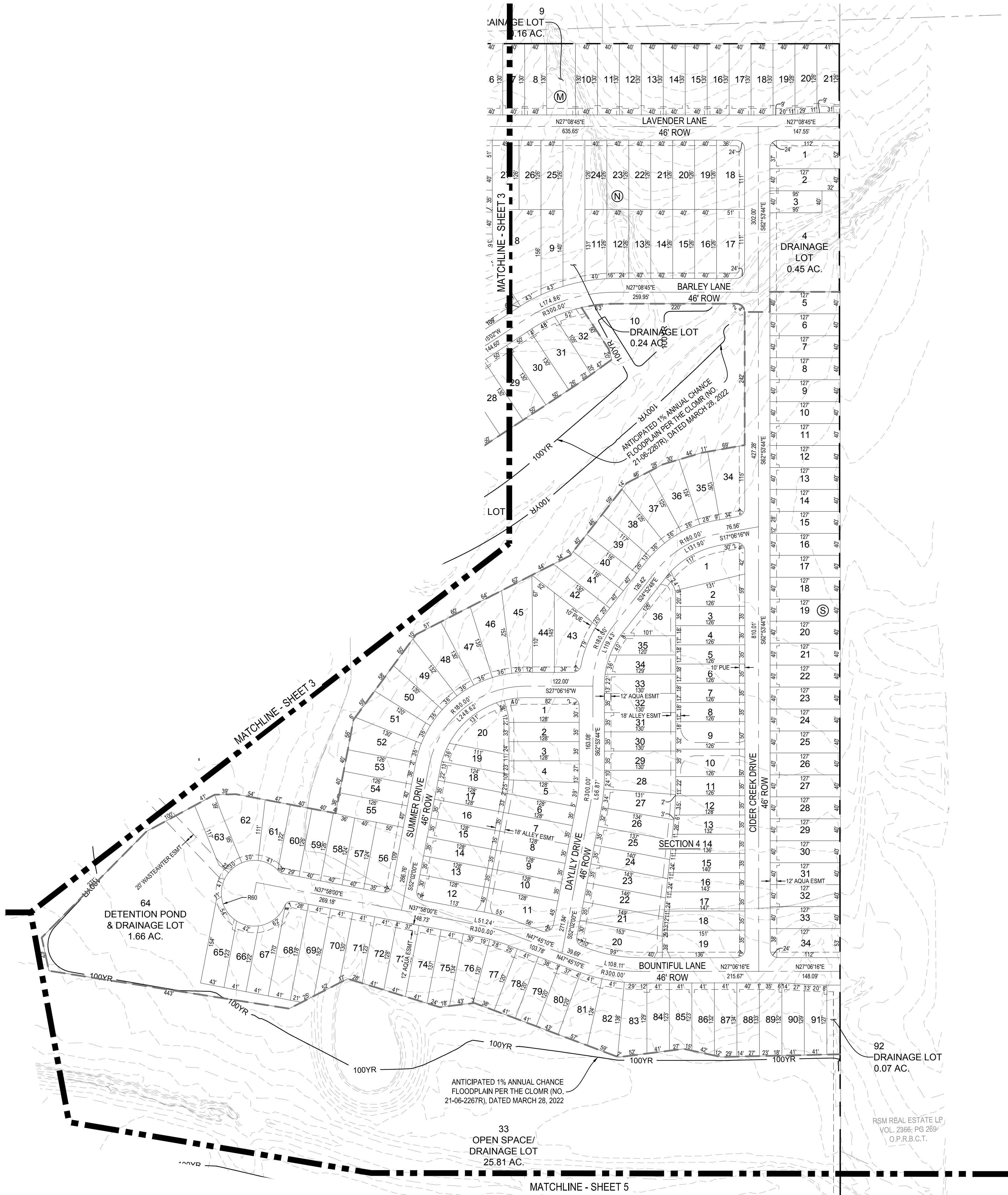


KEYMAP

ROAD PEPPERGRASS LLC
(55.544 ACRES)
O. 201917952 O.P.R.B.C.T.

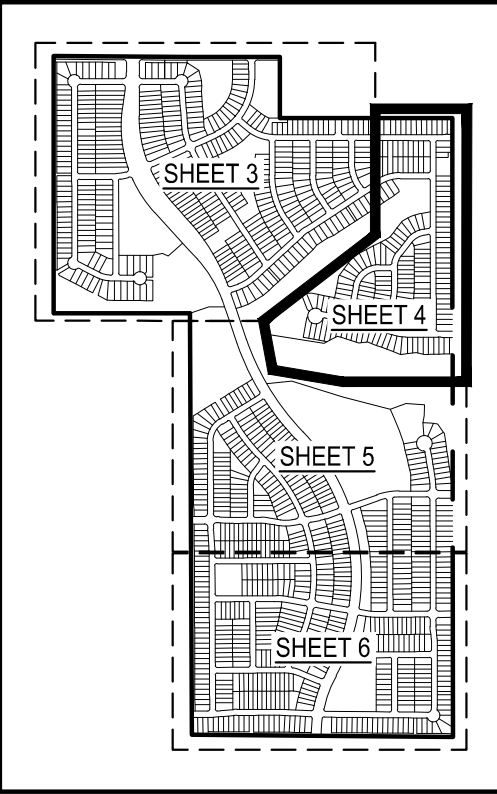
C. MARTINEZ AND MARIA SAUCED
(3.006 ACRES)
O. 201108993 O.P.R.B.C.T.
O. 201118356 O.P.R.B.C.T.

ALTESSA SUBDIVISION
AMENDED PRELIMINARY PLAT

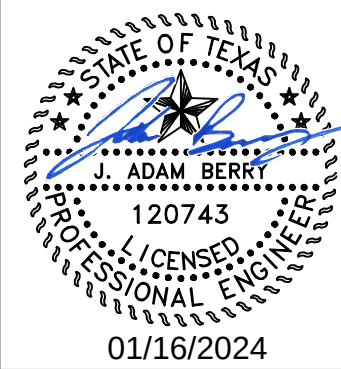


- NOTES:
- A TYPICAL 12' EASEMENT, MEASURED FROM THE ROW, SHALL BE DEDICATED TO AQUA WATER SUPPLY CORPORATION ALONG ONE SIDE OF THE SIDE OF STREETS AS SHOWN. A TYPICAL 10' PUBLIC UTILITY EASEMENT SHALL BE DEDICATED ALONG THE OPPOSITE SIDE OF SAID STREETS.
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NON-ALLEY: 20' FRONT, 5' SIDE, 10' REAR, 15' PUBLIC STREET SIDE
 - PRELIMINARY PLAT GENERALLY CONFORMS TO THE ADOPTED CONCEPT PLAN.

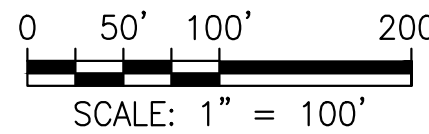
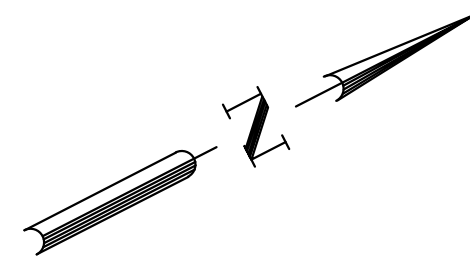
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---	PROPERTY BOUNDARY
---	PROPOSED RIGHT OF WAY
---	EXISTING MAJOR CONTOUR
---	EXISTING MINOR CONTOUR
---	PHASE BOUNDARY
---	ROAD CENTERLINE
---	PROPOSED LOT LINE
---	PROPOSED EASEMENT
---	PROPOSED LOT NUMBER



ALTESSA SUBDIVISION
ELGIN, TEXAS
PRELIMINARY PLAN
(SHEET 2 OF 4)



ALTESSA SUBDIVISION
AMENDED PRELIMINARY PLAT



- NOTES:
1. A TYPICAL 12' EASEMENT, MEASURED FROM THE ROW, SHALL BE DEDICATED TO AQUA WATER SUPPLY CORPORATION ALONG ONE SIDE OF THE SIDE OF STREETS AS SHOWN. A TYPICAL 10' PUBLIC UTILITY EASEMENT SHALL BE DEDICATED ALONG THE OPPOSITE SIDE OF SAID STREETS.
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 3. PRELIMINARY PLAT GENERALLY CONFORMS TO THE ADOPTED CONCEPT PLAN.

LEGEND

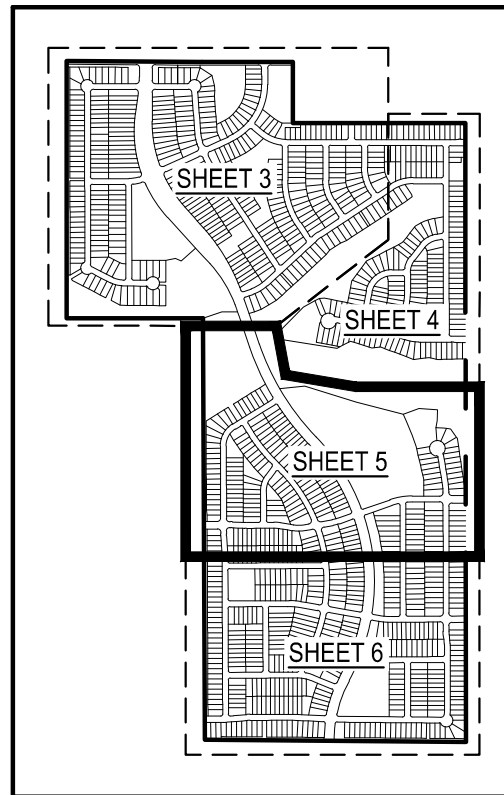
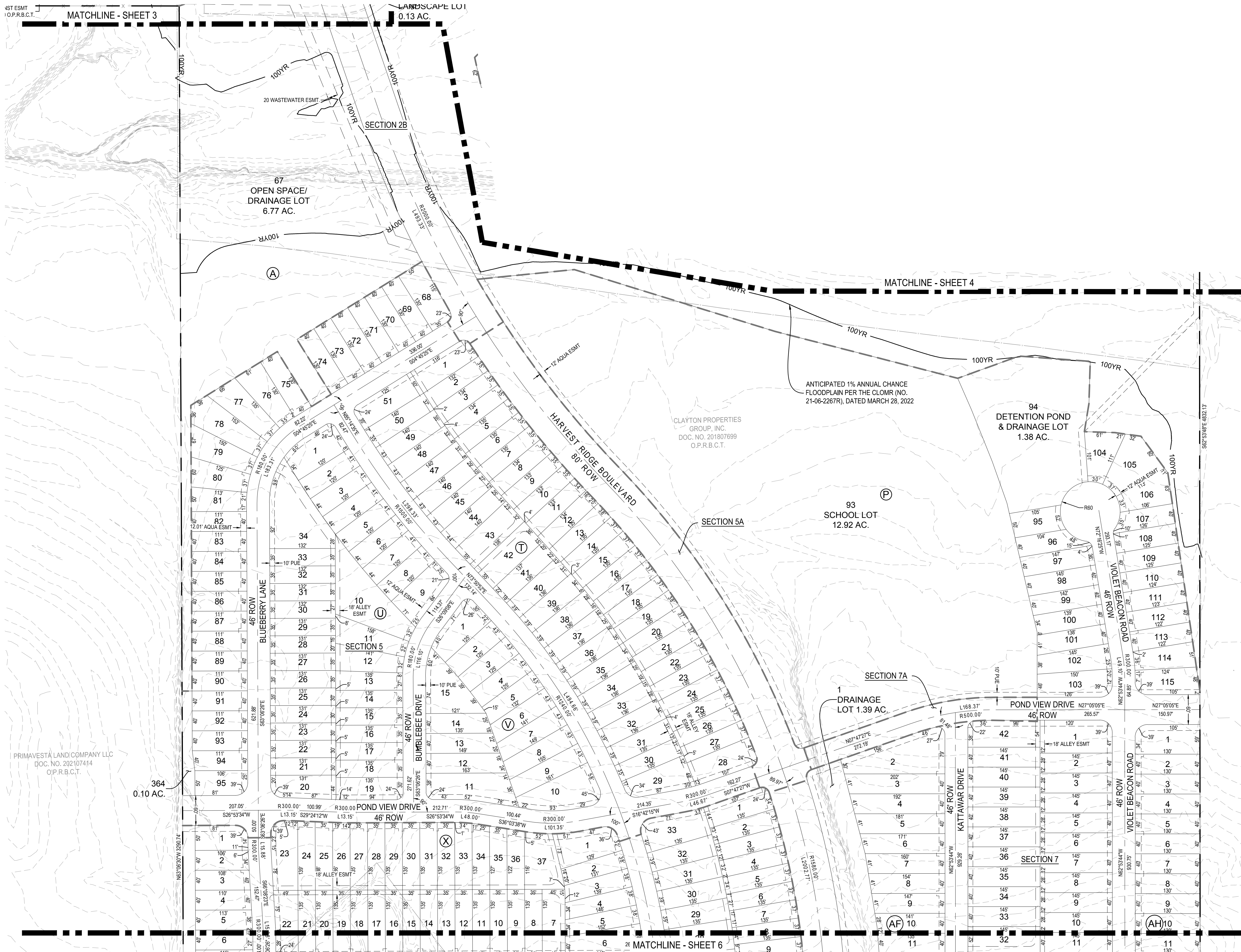
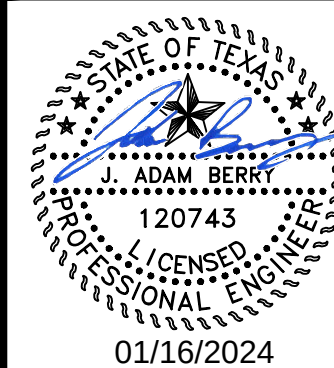
- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PHASE BOUNDARY
- ROAD CENTERLINE
- PROPOSED LOT LINE
- PROPOSED EASEMENT
- PROPOSED LOT NUMBER

DESIGNED BY: MKS
REVIEWED BY: JAB
DRAWN BY: MKS

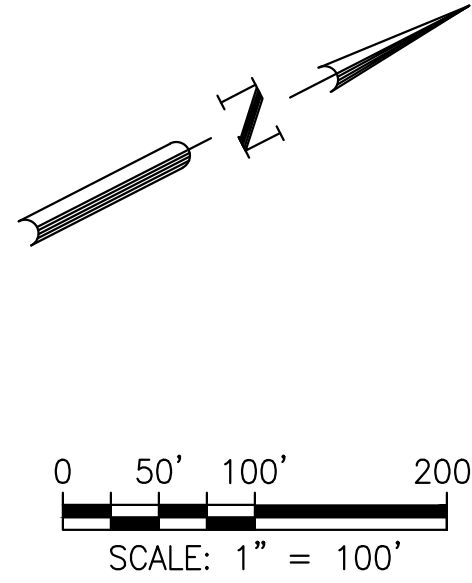
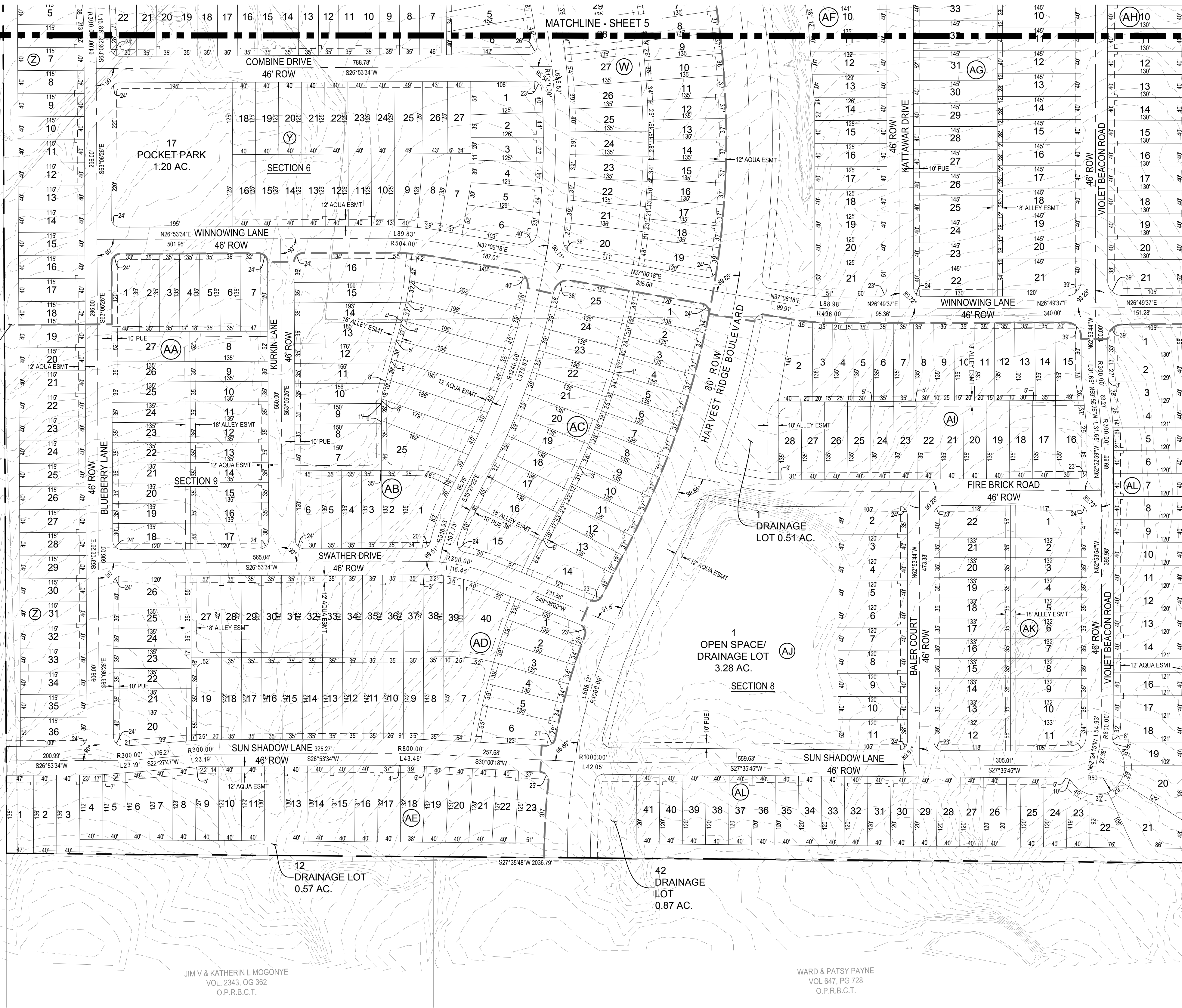


BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TELEPHONE: 512.466.1000
FAX: 512.466.1001
WWW.BGE.COM

ALTESSA SUBDIVISION
ELGIN, TEXAS
PRELIMINARY PLAN
(SHEET 3 OF 4)



ALTESSA SUBDIVISION
AMENDED PRELIMINARY PLAT



- NOTES:
- A TYPICAL 12' EASEMENT, MEASURED FROM THE ROW, SHALL BE DEDICATED TO AQUA WATER SUPPLY CORPORATION ALONG ONE SIDE OF THE SIDE OF STREETS AS SHOWN. A TYPICAL 10' PUBLIC UTILITY EASEMENT SHALL BE DEDICATED ALONG THE OPPOSITE SIDE OF SAID STREETS.
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LEGEND	
	PROPERTY BOUNDARY
	PROPOSED RIGHT OF WAY
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PHASE BOUNDARY
	ROAD CENTERLINE
	PROPOSED LOT LINE
	PROPOSED EASEMENT
	PROPOSED LOT NUMBER

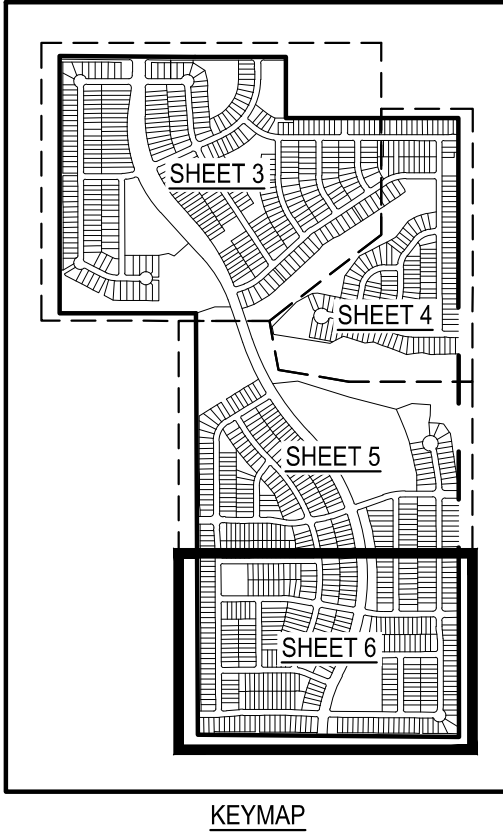
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APR		

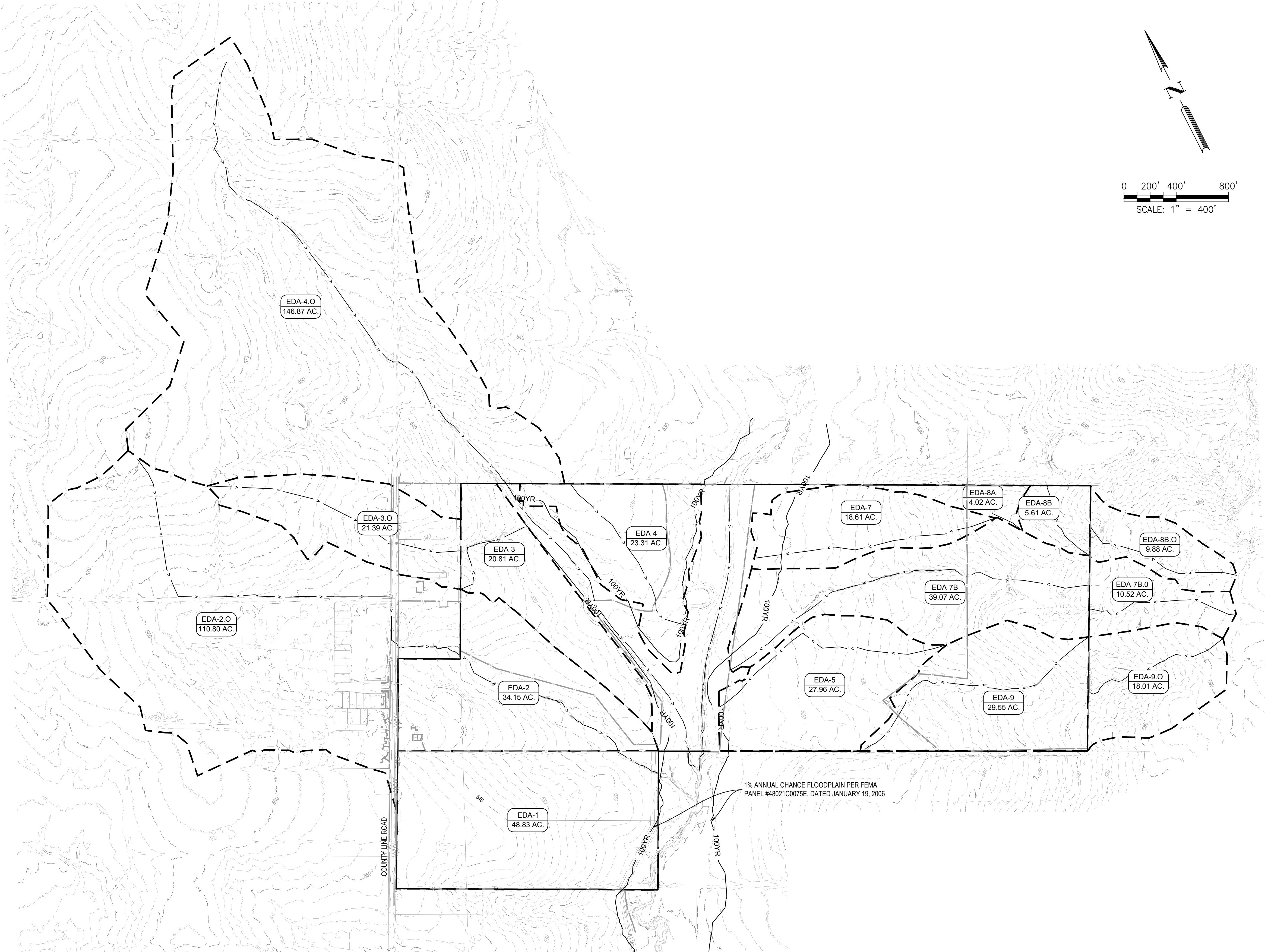
DESIGNED BY: MKS
REVIEWED BY: JAB
DRAWN BY: MKS

BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 000
AUSTIN, TX 78728
TELEPHONE: 512.453.4666
WWW.BGE.COM

ALTESSA SUBDIVISION
ELGIN, TEXAS
PRELIMINARY PLAN
(SHEET 4 OF 4)

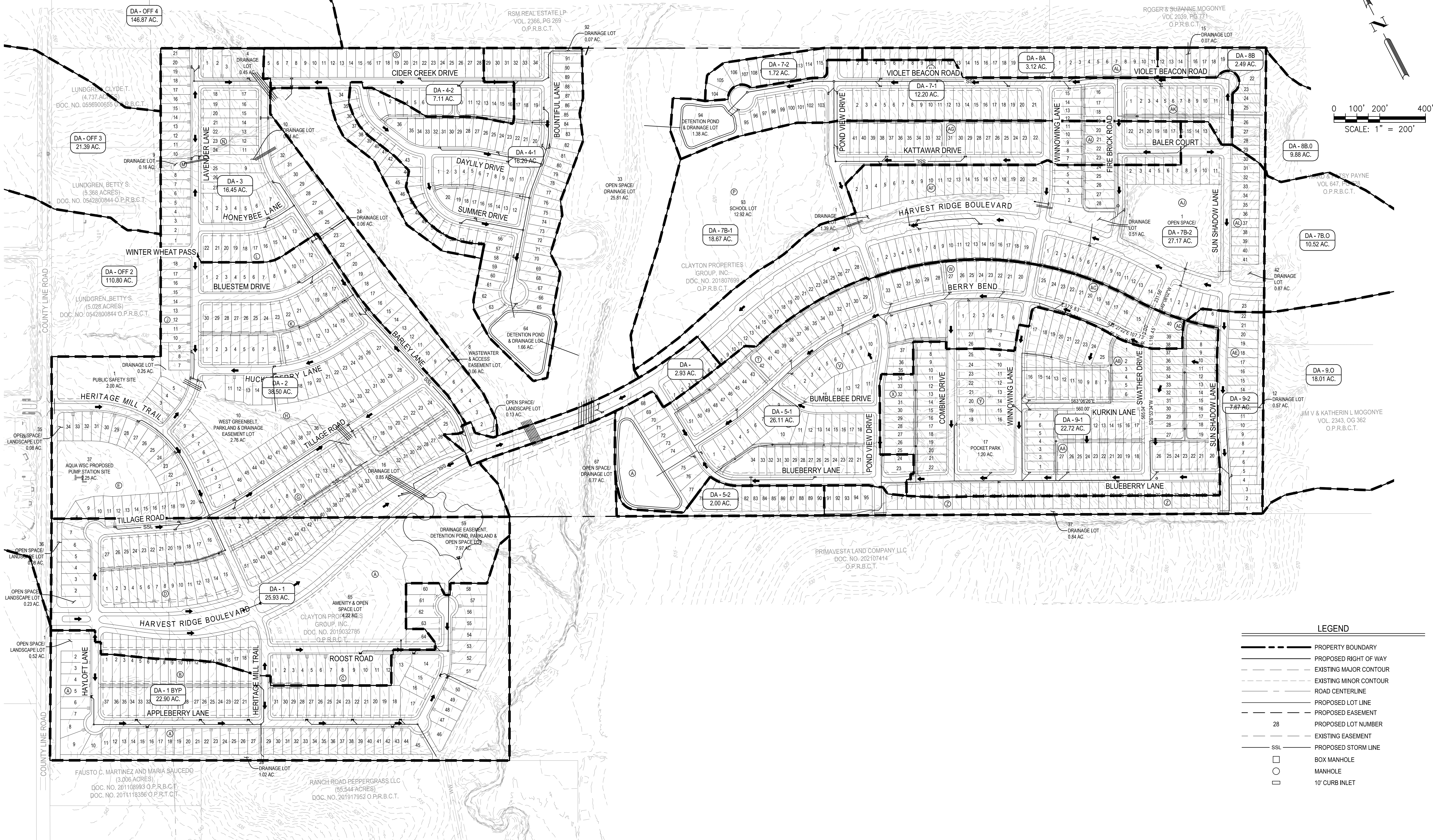
6 OF 9





DESIGNED BY:		MKS	
REVIEWED BY:		JAB	
DRAWN BY:		MKS	
BGE, INC.		101 W. LOUIS HENNA BLVD., SUITE 400 AUSTIN, TX 78728 TYPE Registration No. F-1646 TEL 512.679.9460 www.bgeinc.com	
ALTESSA SUBDIVISION ELGIN, TEXAS		PRE-DEVELOPED HYDROLOGY MAP	
7 OF 9		APR	

ALTESSA SUBDIVISION
PRELIMINARY PLAT



LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- ROAD CENTERLINE
- PROPOSED LOT LINE
- PROPOSED EASEMENT
- PROPOSED LOT NUMBER
- EXISTING EASEMENT
- PROPOSED STORM LINE
- SSL
- BOX MANHOLE
- MANHOLE
- 10' CURB INLET

DATE	DESCRIPTION	REV
APR		

DESIGNED BY: MKS
REVIEWED BY: JAB
DRAWN BY: MKS

BGE

BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TELEPHONE: 512.946.0000
WWW.BGEINC.COM

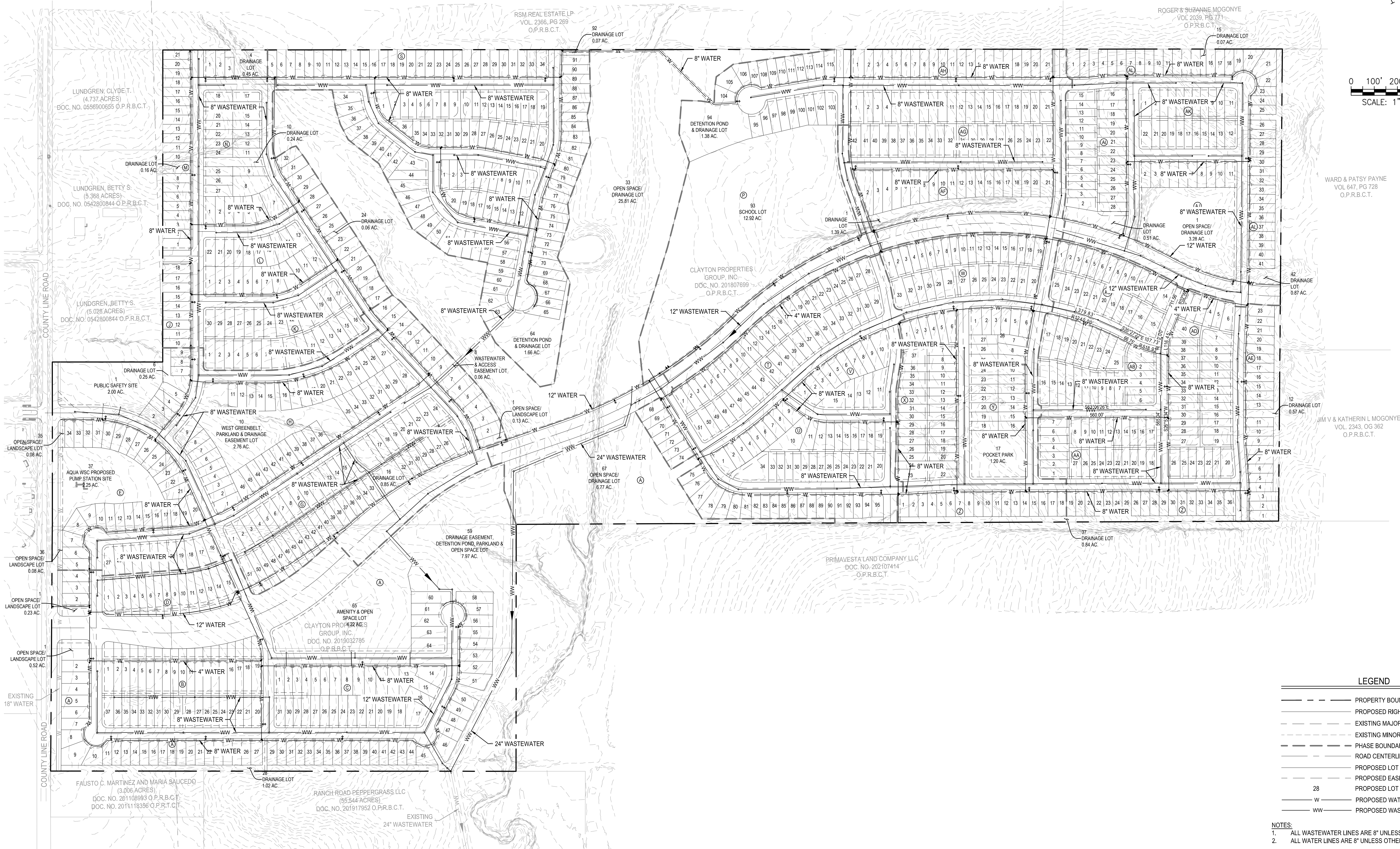
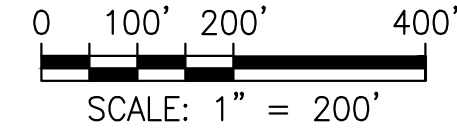
**ALTESSA SUBDIVISION
ELGIN, TEXAS**

OVERALL STORM SEWER PLAN

STATE OF TEXAS
J. ADAM BERRY
120743
LICENSED PROFESSIONAL ENGINEER
01/16/2024

8 OF 9

ALTESSA SUBDIVISION
AMENDED PRELIMINARY PLAT



NOTES:

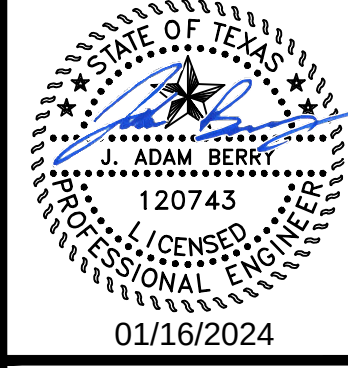
1. ALL WASTEWATER LINES ARE 8" UNLESS OTHERWISE NOTED.
2. ALL WATER LINES ARE 8" UNLESS OTHERWISE NOTED.

[illegible]

BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.beginc.com

**MALTESSA SUBDIVISION
ELGIN, TEXAS**

**OVERALL WATER &
WASTEWATER PLAN**





505 East Huntland Drive
Suite 250
Austin, Texas 78752

T 512.454.8716
TRCcompanies.com
T.B.P.E. #F-8632

January 16, 2024

Ms. Melissa Lipiec, Planning Technician
City of Elgin
310 N. Main St.
Elgin, Texas 78621

RE: Harvest Ridge – Amended Preliminary Plat Review

Dear Ms. Lipiec:

TRC has reviewed the following documents listed below submitted on January 16, 2024 by BGE, Inc. (BGE).:

1. Amended Preliminary Plat dated January 16, 2024.
2. Other supporting documents submitted with the preliminary plat: Comment Response Letter.

Our review finds that this document has been prepared in general conformance with the City of Elgin's Code of Ordinances and the Development and Consent Agreement between Bohn Homes, Altessa Municipal Utility District and the City of Elgin.

As TRC did not provide the detailed design of the submitted documents, TRC and the City of Elgin must rely on the adequacy of the Registered Professional Land Surveyor and Registered Professional Engineer that prepared the documents and all responsibility for the surveying, engineering design and submitted document shall remain with the Registered Professional Land Surveyor and Registered Professional Engineer.

If you have any questions regarding this information, please do not hesitate to contact this office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Derek Klenke".

Derek Klenke, P.E.
Senior Project Engineer

cc: Mr. J. Adam Berry, P.E., Project Manager, BGE, Inc.



Development Services Department

STAFF REPORT

Review, Discuss, and provide Input regarding Triada Development Agreement

Date: January 12, 2024

Applicant: Qualico Developments (U.S.) Inc. and Triada Municipal Utility District

WORKSHOP SUMMARY

The purpose of this meeting is to allow the Commission to review what has been submitted so far, discuss, and offer input on this proposed item. Please be aware City Staff has removed some of the pages that were not related to the development plan or development maps to shorten the packet size. This development is located in Travis County, north of FM 1100, west of Stone Creek Ranch, the Elgin High School Complex, Homestead Estates Subdivision and Eagles Landing Phase 4 subdivisions. The northern boundary of this subdivision will be Carlson Lane. Eagles Landing Phase 5 will be incorporated into this development.

ATTACHMENTS

1. Proposed Development Agreement
2. Lotting Map
3. Aqua CCN Transfer Map
4. Wastewater Exhibit
5. Wastewater and Water Calculations
6. Wastewater Recommendation Memorandum and attachments

**DEVELOPMENT AND CONSENT AGREEMENT
(Triada)**

THE STATE OF TEXAS

§
§
§

KNOW ALL BY THESE PRESENTS:

COUNTY OF TRAVIS

THIS DEVELOPMENT AND CONSENT AGREEMENT ("Agreement") is entered into between the CITY OF ELGIN, TEXAS, a Texas home-rule city located in Travis County, Texas, and QUALICO DEVELOPMENTS (U.S.) INC., a Delaware Corporation ("Developer"). TRIADA MUNICIPAL UTILITY DISTRICT, a conservation and reclamation district of the State of Texas (the "District") to be created will join this Agreement as set forth below and, after such joinder, shall become a party to this Agreement. In this Agreement, the City, District and Developer are sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

INTRODUCTION

WHEREAS, the Developer currently owns or has under contract to purchase approximately 271.848 acres of land that is more particularly described in Exhibit "A" attached hereto (the "Property"), a portion of which is currently located in the corporate boundaries of the City and the remainder of which is located in the extraterritorial jurisdiction of the City;

WHEREAS, the Developer intends to develop the Property as a master-planned, mixed use development that will include Public Safety Service uses along with park and recreational facilities to serve the community (the "Project"). Because the Property constitutes a significant area and the Project will be developed in phases under a master development plan, the Developer and the City desire to enter into this Agreement, which will provide an alternative to the City's typical regulatory process for development, encourage innovative and comprehensive master-planning of the Property, provide certainty of regulatory requirements throughout the term of this Agreement and result in a high-quality development for the benefit of the present and future residents of the City and the Property.

WHEREAS, the Developer and the City intend that this Agreement shall be binding upon the District from and after the date the District executes a joinder to this Agreement in substantially the same form as set forth in Exhibit "B", attached hereto and made a part hereof ("Joinder Agreement"). The District shall execute such Joinder Agreement at the time of its organizational meeting.

NOW, 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:

**I.
DEFINITIONS**

In addition to the terms defined elsewhere in this Agreement or in the City's ordinances, the following terms and phrases used in this Agreement will have the meanings set out below:

- 1.01** “Agreement” means this Development and Consent Agreement between the City, Developer, and, upon joinder, the District.
- 1.02** “Applicable Rules” means the City’s or County’s rules and regulations applicable to the Project, subject to any variances or exceptions approved in or pursuant to this Agreement.
- 1.03** “Aqua” means Aqua Water Supply Corporation.
- 1.04** “Water CCN” means certificate of convenience and necessity for water service.
- 1.05** “CCN Release Fee” means the payment to Aqua in order to release the Property from Aqua’s Water CCN service territory.
- 1.06** “City” means the City of Elgin, Texas, a home-rule city located in Bastrop County, Texas, with extraterritorial jurisdiction extending into Bastrop and Travis Counties, Texas.
- 1.07** “City Manager” means the City Manager of the City.
- 1.08** “Commission” or “TCEQ” means the Texas Commission on Environmental Quality or its successor agency.
- 1.09** “Concept Plan” means the concept plan for development of the Property that is attached as **Exhibit “C”**.
- 1.10** “Consent Resolution” means the form of Consent Resolution attached as **Exhibit “F”** to be adopted by the City Council simultaneously with the approval of this Agreement consenting to the inclusion of the Property into the District.
- 1.11** “County” means Travis County, Texas.
- 1.12** “Developer” means Qualico Developments (U.S.), Inc., or its successors and assigns under this Agreement.
- 1.13** “District” means Triada Municipal Utility District, a political subdivision of the State of Texas, to be created over the Property with the consent of the City.
- 1.14** “Eagle’s Landing Phase 5” means a portion of the Property consisting of approximately 34.715 acre tract of land owned by Developer, locally known as Eagle’s Landing Phase 5 and more particularly described in **Exhibit “D”**, that is currently located within the City’s municipal boundaries pursuant to adopted Ordinance No. 2022-07-05-22, recorded as Document No. 2022124697 of the Real Property Records of Travis County, Texas.
- 1.15** “Effective Date” means the last date of execution of this Agreement by the City and Developer.
- 1.16** “Public Safety Services Site” shall have the meaning set forth in **Section 7.03** of this Agreement.
- 1.17** “Living Unit Equivalent” or “LUE” means the capacity necessary to serve a single-family residential connection or its equivalent.

1.18 “New WWTP” means 1.5 million gallon per day (MGD) wastewater treatment plant No. 2 to be constructed by the City.

1.19 “Off-Site Water Transmission Line Improvements” means the 12 inch off-site water transmission line improvements to connect the Property to the City’s water system, as more particularly described in **Exhibit “E”** attached hereto.

1.20 “Off-Site Wastewater Line Improvements” means the 24-inch off-site wastewater line improvements to connect City’s wastewater system, as more particularly described in **“Exhibit E”** attached hereto.

1.21 “On-Site Facilities” means all water, wastewater and drainage facilities internal to the Property that are necessary for providing service throughout the Property, specifically excluding the Interceptor Line.

1.22 “Petition” means the Developer’s request to the City for consent to creation of, and inclusion of the Property within, the District.

1.23 “Project” shall have the meaning set forth in the Recitals of this Agreement and further described in Section 3.01.

1.24 “Property” means the approximate 271.848-acre tract of real property more particularly described in **Exhibit “A”** attached hereto, which includes Eagle’s Landing Phase 5.

1.25 “Strategic Partnership Agreement” means the Strategic Partnership Agreement to be entered into by the City and the District.

1.26 “Wholesale Wastewater Services Agreement” means the Wholesale Wastewater Services Agreement to be entered into by the City, Developer and District setting forth the terms and conditions pursuant to which the City agrees to provide wholesale wastewater services to the District.

1.27 “Wholesale Water Services Agreement” means the Wholesale Water Services Agreement to be entered into by the City, Developer and District setting forth the terms and conditions pursuant to which the City agrees to provide wholesale water services to the District.

II. CREATION OF DISTRICT AND RELATED MATTERS

2.01 **Consent to Creation of District.** The City acknowledges receipt of the Petition, in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, for creation of the District, including powers from Article III, Section 52 of the Texas Constitution. On the Effective Date, the City has approved the resolution substantially similar to the form attached as **Exhibit “F”** consenting to the inclusion of all of the Property within the proposed District, and the creation of the District (the **“Consent Resolution”**). The City agrees that the Consent Resolution will constitute and evidence the City’s consent to the creation of the District. No further consent will be required on the part of the City to evidence the City’s consent to the creation of the District, but the City agrees to provide a resolution confirming its consent if requested by Developer or the District in connection with Developer’s application to the Commission to create the District or any District bond sale.

2.02 Eagle's Landing Phase 5. It is understood that all or a portion of the Eagle's Landing Phase 5 may be covered by that certain Agreement and Development Plan dated August 9, 2022 and recorded as Document No. 2022169949 of the Official Public Records of Travis County, Texas ("PDD Agreement"). The City agrees to take any and all necessary steps to de-annex Eagle's Landing Phase 5 from the City's jurisdiction and to fully cooperate in securing the complete release of the PDD Agreement and any associated development agreements, including executing any documents to that effect. By adoption of the Consent Resolution, the City agrees that the Eagle's Landing Phase 5 may be included within the District either at the time of its creation or by subsequent annexation, and that no further City consent to the annexation will be required; however, the City agrees to provide a resolution evidencing such consent if requested to do so by the Developer or by the District.

2.03 Annexation. The City agrees that it will not annex the District until: (i) Developer has been reimbursed by the District for all of the water, wastewater, roadway, drainage and recreational facilities and all related costs in accordance with the rules of the Commission or other laws of the State of Texas, or (ii) the City has expressly assumed the obligation to reimburse Developer for all costs of the water, wastewater, roadway, drainage and recreational facilities and all related costs.

2.04 Bonds. The District may issue bonds or notes for purposes authorized by applicable law, including: (a) the purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances, and capacity or contract rights, necessary or appropriate (i) to provide a water supply for municipal uses, domestic uses, and commercial purposes; (ii) to collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state; and (iii) to gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District; (b) to pay expenses authorized by Section 49.155 of the Texas Water Code; (c) to develop and maintain park and recreational facilities as authorized by Subchapter N of Chapter 49 (Sections 49.461, et seq.) of the Texas Water Code; (d) to purchase committed capacity in, or paying for contract rights related to, water supply or wastewater treatment or collection facilities and services, subject to Commission rules and regulations; and (e) subject to the approval of the Commission or statutory authorization to do so, to design, acquire, construct, and finance road improvements as provided in Section 54.234 of the Texas Water Code. The District may also issue bonds for refunding purposes. The District may reimburse Developer for expenditures authorized by Commission rules and regulations and this Agreement.

2.05 Joinder of Agreement by District. At its organizational meeting, the District's Board of Directors shall approve and join this Agreement by execution of the Joinder Agreement in the form attached hereto as **Exhibit "B"**, and return a fully executed, certified copy of the Joinder Agreement to the City Manager and Developer within thirty (30) days after the meeting.

III. PROJECT DESCRIPTION; DEVELOPER COMMITMENTS

3.01 Project Description. The Developer proposes to construct a master-planned, multi-phased multi-use development on the Property that is projected to include approximately 875 single family residential units and two (2) community or civic sites for a total of 934 living unit equivalents ("LUEs") of water and 909 living unit equivalents ("LUEs") of wastewater. Not less than seventy-seven (77) acres of the Property shall be developed as a public sports complex, amenity parkland/or open space (including floodplain areas). The Project will include (i) a community pool, amenity area and passive and active use facilities; (ii) approximately 2.6 acres to be dedicated to the City for public safety services, and (iii) approximately 15.3

acres of land to be for the purpose of a multi-sports recreational complex. Developer shall construct the sports complex, amenity area, trail and recreational improvements in phases as subdivision platting and development of the Property progresses, and there shall be no minimum park, open space or recreational requirement in each individual subdivision phase.

3.02 School Contribution. Developer agrees to pay to the City payment in an amount equal to \$200 per single family lot platted within the Property to be used by the City for the benefit of the independent school district serving the Property. Payment shall be made prior to, and as a condition of, recording each subdivision plat within the Official Public Records of the County. In each case, the payment amount shall be equal to the \$200 multiplied by the number of single family lots in the subdivision plat to be recorded.

3.03 Developer's Road Construction Obligations.

(a) Transportation Improvements. Developer will provide a Traffic Impact Analysis (a "TIA") providing information on the projected traffic associated with the Project, particularly as it relates to the impact on FM 1100 & County Line Road. The TIA will consider impacts of the entire Project based on the Concept Plan and will identify any potential traffic operational problems or concerns and recommend appropriate actions to address such problems or concerns. The TIA will also consider the potential traffic to be generated by other undeveloped land in the area and shall be consistent with applicable City ordinance requirements and the TxDOT Access Management Manual. In conjunction with any such Developer improvements, the City may, at its sole discretion, cost participate in the construction of any off-site transportation improvements not identified by the TIA as it deems warranted and appropriate. It is anticipated, and hereby acknowledged by both the City and Developer, that significant improvements and/or upgrades to adjacent public roadways will be required in support of the Project. Developer and/or the District shall be responsible for their proportionate share (based upon the impact of the Project on such traffic patterns as described in the TIA) of the costs associated with the design, engineering, and construction of improvements identified by the TIA at such times as traffic generated by the Project necessitates such improvements as set forth in the TIA. Any determination of such proportionate share responsibilities must be consistent with the requirements of applicable law.

(b) The Parties agree that streets will be required to serve the Project. The Developer, on behalf of the District, will design, permit, and construct the streets located within the Project that are necessary to serve the Project. The District will accept the dedication of public right-of-way and the street, sidewalk and drainage improvements located therein for operation and maintenance, upon construction and dedication by the Developer.

(c) The Developer shall have no obligation to fund or construct any road improvements other than those required by the TIA, and the internal streets that serve the Project.

3.04 Swimming Pool and Recreational Amenities. As part of the Project, Developer shall fund and construct a swimming pool and recreational center amenity complex on approximately 6.4 acres of land within the Property. Upon completion of construction, the Developer may convey the facilities to the District or to a homeowners' association for ownership, operation and maintenance. Private lands and facilities conveyed to a homeowners association do not count towards the City's parklands dedication requirement.

3.05 Master Development Fee

(a) Master Development Fee. As consideration for this Agreement, Developer agrees to pay the City a master development fee in an amount equal to \$1,487,500 (the “*Master Development Fee*”), to be payable partially out of the proceeds of bonds issued by the District and partially in annual cash installments as provided for in Subsection 3.05(c) below. The District, however shall not be obliged to issue bonds and shall not issue bonds until such time as the assessed value of the Property supports such issuance and the District’s financial advisor advises the District that issuing bonds is economically feasible. As more particularly provided in Section 4.03 below, an increase in the number of housing units in the Project may increase the Master Development Fee.

(b) Master Development Fee Payments. The Master Development Fee will be made in installments. After the District issues its first series of bonds, ten percent (10%) of the bond reimbursement received by Developer shall be paid to the City within ten (10) days of receipt of same. Thereafter, Developer shall continue to pay to the City ten percent (10%) of the bond reimbursement received by Developer for each successive bond issuance. Each installment of the Master Development Fee will be paid by Developer to the City within ten (10) days of Developer’s receipt of the reimbursement. Once the City has received the entire balance of the Master Development Fee, no further payments from District bond issuances of timing of payment by Developer of the Master Development Fee installments, no interest shall be due or owing on the Master Development Fee.

(c) Advance Payments. The initial \$300,000 of the Master Development Fee shall not be paid for from bond proceeds, but shall be paid in three (3) annual cash installments of \$100,000 each. The first installment will be payable within thirty (30) days after the City approves the construction plans for the subdivision improvements required for the first subdivision plat submitted by Developer for approval. The two (2) subsequent \$100,000 payments shall be due and owing on the same day of each year thereafter. Each \$100,000 payment shall be credited against the Master Development Fee. These advance payments shall be in place of the initial \$300,000 payments that would be made out of bond proceeds, such that Developer shall not be required to pay the ten percent (10%) payment described in Subsection 3.05(b) on the initial \$3,000,000 of bond reimbursements received by Developer.

3.06 Water Service. The City shall be the wholesale water service provider to the District. As wholesale service provider, the City shall operate, maintain, and repair all components of the water system located outside the boundaries of the District. The rates charged by the City for wholesale water service to the District shall be the same as the rates charged by the City to other wholesale customers. The City agrees to enter into the Wholesale Water Services Agreement with the District with the following terms:

(a) The City will provide or contract for the provision of wholesale water utility services to the District sufficient to serve the lands uses shown on the Concept Plan, and shall specifically provide for wholesale water service to be furnished to the District as necessary to meet demands within the District as buildout progresses but not to exceed the following quantities: (i) a maximum daily flow rate of 1,214 gallons per minute, (ii) a maximum hourly domestic rate of 2,055 gallons per minute, or peak day fire flow of 3,714 gallons per minute based on 2,500 gallons per minute fire flow to meet emergency fire flow demands, (iii) the minimum rates required for purchased water systems under TCEQ rules (30 TAC §290.45(f), as amended from time to time). The rates charged by the City shall be the same as those charged by the City to other wholesale customers, and such rates may be reviewed and adjusted by the City annually, based on a cost of service study performed by the City. In any event, the Agreement does not prevent the District or its customers from appealing the water rates pursuant to 13.043, Texas Water Code.

(b) The City will provide wholesale potable water, or shall contract for the use of potable water, to the District, which will provide retail water service to the residents within the District. The City will maintain an adequate water production capacity at all times to serve residents within the District at the same level these services are provided within the City. The City may limit service to the District in the same manner and to the same extent that service is limited inside the City limits.

(c) The District will have guaranteed reservation and ownership of capacity in the City's system as set forth elsewhere in this Agreement.

(d) If necessary, Developer will provide easements with the area of the District for all District master meters in accordance with applicable City ordinance requirements. Master meters shall be installed to measure District water flows. In the event water mains enter the District from other City service areas, master meters will be installed at both ends of the system serving the District so that the differential flows will be measured to determine flows from District customers. Developer and/or District shall not be required to provide easements outside the area of the District.

The Wholesale Water Services Agreement may include other standard terms contained in City wholesale water service agreements that are not in conflict with the terms set forth above.

3.07 Off-Site Water Transmission Line Improvements.

(a) The Off-Site Water Transmission Line Improvements are required for the City to commence the provision wholesale water services to the District. The Off-Site Water Transmission Line Improvements shall be constructed by Developer on behalf of the District in accordance with plans and specifications approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) In consideration of the design, permitting and construction of the Off-Site Water Transmission Line Improvements, Developer will acquire on behalf of the District, and is hereby conveyed, a reservation and commitment of 934 LUEs of capacity in the Off-Site Water Transmission Line Improvements. In consideration of the capacity interest and reservation, Developer may seek reimbursement from the District for the Off-Site Water Transmission Line Improvements as permitted by applicable law.

(c) Upon completion of Off-Site Water Transmission Line Improvements by Developer on behalf of the District, (a) the City will accept such facilities for operation and maintenance in accordance with the Applicable Rules; and (b) Developer will promptly convey those facilities to the City, subject to (i) the City's obligation to provide wholesale service to the District as provided in this Agreement and the Wholesale Water Services Agreement; (ii) a reservation of necessary capacity as stated above in those facilities for the benefit of the District; and (iii) Developer's right, if any, to reimbursement from the District for the cost of those facilities in accordance with the rules of the Commission. Developer will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the facilities conveyed to the City. The City agrees that its acceptance of facilities and the related assignments will not be unreasonably withheld, conditioned, or delayed as long as the facilities have been constructed in accordance with all state and local codes and plans and specifications approved by the City, which approvals shall be based on the standards in effect as of the Effective Date of this Agreement. Upon any such conveyance and acceptance, the City agrees to operate and maintain such facilities in good condition and working order and to provide wholesale water service to the District in accordance with this Agreement. Conveyance will not affect the Developer's right to reimbursement from the District for the cost of any facilities.

(d) In the event the City requires Developer to oversize the Off-Site Water Transmission Line Improvements or any internal water transmission and distribution lines, the City shall fund all such oversizing costs based on the incremental costs of construction of the oversized facilities relative to facilities that would be required for service to the Project only. The oversizing costs shall be determined by alternate bidding of facilities to identify the incremental oversizing costs. The City shall pay Developer for the oversizing costs within thirty (30) days after acceptance of the Off-Site Transmission Line Improvements or oversized internal water transmission and distribution lines (if any), as applicable, by all parties whose acceptance is required.

(e) **Impact Fee & Tap Fee Costs.**

(i) The City acknowledges that the developer of the “Briarwood” development is required to construct the Off-Site Water Transmission Line Improvements as shown in **Exhibit “E”** but that said developer may not construct the improvements when required for the provision of service to the Property necessitating construction by Developer. As consideration for the Developer’s funding of the Off-Site Water Transmission Line, the City agrees to provide Developer water impact fee credit in an amount equal to all costs and expenses funded by Developer relating to the Off-Site Water Transmission Line Improvements including, but not limited, to design, engineering, permitting, easement acquisition and construction of the Off-Site Water Transmission Line Improvements.

(ii) As further consideration for Developer’s payment of Off-Site Water Transmission Lines as described in this Agreement, the City and Developer agree that from and after the Effective Date until the date that is five and one-half (5.5) years after the date on which the initial final plat of a portion of the Property is approved by the City, the water impact fee and the water tap fee payable to the City for each LUE of water service to the Project will be fixed at the amounts in effect as of the date of approval of such initial final plat, or the water impact fee and/or the water tap fee in effect at the time of City approval of the final plat of the portion of the Property to which such LUEs of water service relate, whichever is less. The water impact fee paid for each new single family residential water connection to the District’s water system (that is not credited) shall be due and payable to the City prior to recordation of the final subdivision plat associated with such connection. For commercial development, the water impact fee shall be paid at the time of setting the water meter when the number of LUEs for the service connection are known.

3.08 Wastewater Service. The City shall be the wholesale wastewater service provider to the District pursuant to the Wholesale Wastewater Services Agreement. As wholesale service provider, the City shall operate, maintain, and repair all components of the wastewater system located outside the boundaries of the District. The rates charged by the City for wholesale wastewater service to the District shall be the same as the rates charged by the City to other wholesale customers. The City agrees to enter into the Wholesale Wastewater Services Agreement with the District with the following terms:

(a) The City will provide or contract for the provision of wholesale wastewater utility services to the District sufficient to serve the lands uses shown on the Concept Plan. The rates charged by the City shall be the same as those charged by the City to other wholesale customers, and such rates may be reviewed and adjusted by the City annually, based on a cost of service study performed by the City. In any event, the Agreement does not prevent the District or its customers from appealing the wastewater rates pursuant to 13.043, Texas Water Code.

(b) The City will receive, treat, and dispose of, or shall contract for the treatment and disposal of, all sewerage generated by residents within the District. The City will maintain an adequate wastewater treatment capacity at all times to serve residents within the District at the same level these services are provided within the City. The City may limit service to the District in the same manner and to the same extent that service is limited inside the City limits.

(c) The District will have guaranteed reservation and ownership of capacity in the City's wastewater utility system as set forth elsewhere in this Agreement.

(d) If necessary, Developer will provide easements with the area of the District for all District master meters in accordance with applicable City ordinance requirements. Master meters shall be installed to measure District wastewater flows. In the event wastewater mains enter the District from other City service areas, master meters will be installed at both ends of the system serving the District so that the differential flows will be measured to determine flows from District customers. Developer and/or District shall not be required to provide easements outside the area of the District.

The Wholesale Wastewater Services Agreement may include other standard terms contained in City wholesale wastewater service agreements that are not in conflict with the terms set forth above.

(e) Impact Fees & Tap Fees.

(i) In consideration of Developer's cost participation in the New WWTP as described in this Agreement, the Developer, the District and all applicants for wastewater service within the Property shall be exempt from the payment of wastewater impact fees to the City.

(ii) The City acknowledges that the developer of the "Briarwood" development is required to construct the Off-Site Wastewater Line Improvements as shown in **Exhibit "E"** but that said developer may not construct the improvements when required for the provision of service to the Property necessitating construction by Developer. As consideration for the Developer's funding of the Off-Site Wastewater Line Improvements, the City agrees to provide Developer water impact fee payment credit in an amount equal to all costs and expenses funded by Developer relating to the Off-Site Wastewater Line Improvements including, but not limited, to design, engineering, permitting, easement acquisition and construction of the Off-Site Water Transmission Line Improvements.

3.09 New WWTP.

(a) The Parties acknowledge that the City will be expanding its current wastewater treatment capacity by permitting and constructing a new wastewater treatment plant ("New WWTP"). The Parties anticipate that the New WWTP will be sized and built to dispose of 1.5 MGD of wastewater. In the interim, the Parties agree that the City will accept all wastewater generated from the Project at the City's current wastewater facilities. The Parties further agree that once the New WWTP is constructed and in service that all District wastewater flow shall be diverted by the City in a timely fashion to the City's New WWTP. The Parties further agree that once the New WWTP is constructed and in operation, neither the Developer nor the District shall be responsible for the costs of modifying the City's wastewater system to divert and convey the wastewater flow generated from the Project to the New WWTP with the exception of the Off-Site Wastewater Line Improvements.

(b) The Developer on behalf of the District will pay a pro-rata share of all costs associated with the construction of the New WWTP, Off-Site Wastewater Line Improvements, and all related appurtenances, with the Developer's pro rata share being equal to the wastewater commitment made under this Agreement relative to the design capacity of each of the improvements. Provided, however, that the City shall bear the responsibility of the actual design, permitting and construction of the New WWTP. The City, if requested by the District or Developer, shall use its powers of eminent domain to assist the Developer and/or District in acquiring the land or easement rights necessary for the Off-Site Wastewater Line Improvements.

(c) New WWTP Construction Costs Payment. Based on the Concept Plan and as set forth in that certain Wastewater Recommendation Memorandum, regarding City of Elgin Wastewater Treatment Plant No. 2, dated September 7, 2022 from TRC Engineers, Inc. (the "City Engineer"), it is estimated that the required WWTP capacity to serve the Project at full build-out will be 0.2227 MGD. The 0.2227 MGD is the pro rata share of the WWTP attributable to the Project and payable by the Developer and/or District.

(d) The Developer and/or the District will participate in the pro-rata costs of the New WWTP. This will include costs associated with the design, land acquisition, permitting and construction of the new WWTP. The District and/or Developer is also responsible for all costs for the Off-Site Wastewater Line Improvements, and the costs of the associated easements for the lines. Provided, however should the City wish to size the Off-Site Wastewater Line Improvements larger than the required size as shown by the Wastewater Recommendation Memorandum by CBD Engineering, the City will pay the difference in sizing.

(e) Further expansions will occur as the need arises per TCEQ criteria for design and construction of wastewater treatment plants; specifically, the parties agree and acknowledge that they shall not be required to commence the planning, permitting, or construction of a new phase of this Project until and unless required by 30 TAC § 305.126 or other applicable TCEQ rules. The City reserves the option to design and construct the New WWTP and Off-Site Wastewater Line Improvements with capacity to serve 1.5 MGD. All additional costs to construct the New WWTP with capacity over 0.2227 MGD shall be the sole responsibility of the City. Wastewater capacity up to 0.2227 MGD in the New WWTP will be reserved for and allocated to the District or Developer on behalf of the District.

(f) The Developer's portion of the costs for the New WWTP and Off-Site Wastewater Line Improvements construction shall be paid within 30 days of receiving an approved pay application from the City or as described in an escrow agreement entered into by the Developer and the City. The Developer, on behalf of the District, shall keep an escrow account or letter of credit or other security in an amount reasonably determined by the Parties to be sufficient to guarantee payment of its pro-rata share during construction. If the Developer posts a letter of credit in an amount and from a financial institution approved by the City, then the City agrees that Developer may pay for its pro rata share of costs of the New WWTP and Off-Site Wastewater Line on an ongoing basis as pay applications are received by the City from the project contractor. In such an event, the City agrees to allow reduction of the amount of the letter of credit from time to time as requested by Developer such that remaining amount of the letter of credit reflects Developer's pro-rata share of the remaining costs of the New WWTP and Off-Site Wastewater Line Improvements.

(g) New WWTP Plans. The New WWTP will be designed by the City Engineer, or such other engineer as is selected by the City and approved by the Developer, such approval not to be unreasonably withheld, conditioned, or delayed. Upon completion of the preliminary plans and specifications for the New WWTP (the "New WWTP Plans"), the City Engineer will submit a set of the New WWTP Plans to the Developer

and, if fully created at the times the New WWTP Plans are completed, the District, for review and approval. The Developer and, if appropriate, the District agree to review the New WWTP Plans and either approve them or provide written comments specifically identifying any required changes within thirty (30) days of receipt. If Developer or, if appropriate, the District, fails to either approve the New WWTP Plans or provide written comments within this thirty (30)-day period, the New WWTP Plans will be deemed approved by the party failing to respond. No changes that would adversely affect the capacity to be allocated to and reserved for Developer, on behalf of the District, may be made to the New WWTP Plans unless the changes are submitted to Developer and, if appropriate, the District, which will have the same review and approval rights as provided above. The approval of the Developer or the District will not be unreasonably withheld. The City may make such request for reimbursement from the Developer for one-half of such cost when the plans are 50% complete and for the remainder of the cost when the plans are 100% complete.

(h) Commencement of Construction on New WWTP. The City will proceed with the design of, easement acquisition for, wastewater permit acquisition and construction of the New WWTP no later than when the District or Developer on behalf of the District awards a construction contract for initial phase of development improvements in the Project. The City acknowledges that the Developer is relying on the permanent New WWTP being available to the Property and any delays in completion of the New WWTP shall not alter the City's obligation to furnish wholesale wastewater service to the District.

(i) Bidding and Contract Awards. The contract for construction of the New WWTP will be advertised for bid by the City in accordance with all applicable legal requirements, including Chapter 252, Texas Local Government Code and awarded by the City to any responsible person or persons that, in the City's judgment, will be most advantageous to the District and result in the best and most economical completion of the District's proposed plants, improvements, facilities, works, equipment, and appliances. The City agrees also to follow the TCEQ bidding procedures applicable to Conservation and Reclamation Districts, including Texas Water Code Chapter 49, Subchapter I, and all other applicable regulations such that the Developer's rights to reimbursement through the District remain intact.

(j) Construction. The New WWTP will be constructed in a good and workmanlike manner, and all material used in such construction will be substantially free from defects and fit for its intended purpose. The Developer or the District may, at its own expense, inspect the construction at any time or phase during the construction.

(k) Status Reports. The City Engineer will provide the Developer and the City with monthly construction status reports.

(l) Ownership of Facilities. Upon completion, the New WWTP shall be owned by the City. However, 0.2227 MGD of capacity in the New WWTP and the equivalent capacity of a 12-inch line will be owned by District or Developer, on behalf of the District, and capacity sufficient to serve the Project shall be irrevocably and permanently reserved for and committed to the Developer, on behalf of the District. The Developer may, at any time, transfer such capacity to the District or to any subsidiary, parent company, or other affiliate of the Developer upon written notice to the City. The Developer or District may transfer such capacity to an unaffiliated third party transferee with the consent of the City, which consent may not be unreasonably withheld, conditioned, or delayed.

(m) City Pass Through Use of Wastewater Mains. The wastewater mains within the District are currently designed for the maximum capacity needs of only the Property. The City shall have the right to request that the wastewater mains within the District be oversized to allow the City to serve its customers

outside of the District, so long as such oversizing does not negatively impact the Developer's construction schedule or interfere with the capacity guaranteed to the District. In such case, the City shall be solely responsible for the costs of all oversizing, which costs shall be clearly calculated separate from the costs of sizing the lines for the District's needs, so as to not interfere with any reimbursements which may be due to the Developer for the construction of District improvements. The City shall reimburse the oversizing costs within 30 days of final completion and acceptance of the oversized facilities. Further, in the event of any oversizing, the City shall be responsible for metering the flows received from City customers and subtracting such flows from flows received into the downstream City system from the District. The costs of installation, maintenance, monitoring, servicing, and upgrading any meters to measure the flow of City customers shall be borne by the City. The Developer shall have the right to inspect such meters or to use its own metering equipment to verify the flow from City customers at any time.

IV. CONCEPT PLAN

4.01 Phased Development. Developer intends to develop the Property in phases as generally shown on the Concept Plan. Any portion of the Property not under active development may remain in use for agriculture, wildlife or open space.

4.02 Concept Plan; Exceptions. The City hereby confirms (i) that it approves the Concept Plan and (ii) that the Concept Plan complies with the City's General Plan, as amended. The City approves the land uses, densities, exceptions, roadway alignments and widths and other matters shown on the Concept Plan and confirms that the Concept Plan has been approved by all required City departments, boards and commissions. The City acknowledges that the Project is a large project that will be developed over a number of years. As such, the City agrees that the Developer may implement the Project with minor changes to the Concept Plan without returning to the City for additional approval. The Developer shall provide to the City a copy of the engineering study that determines the location of the ultimate conditions 100-year floodplain for the Property. Updated studies will be provided to the City prior to development of any portion of the site to confirm that proposed improvements will not adversely impact the floodplain as delineated.

4.03 Amendments. Due to the fact that the Property comprises a significant land area and its development will occur in phases over a number of years, modifications to the Concept Plan may become desirable due to changes in market conditions or other factors. Variations of a preliminary plat or final plat from the Concept Plan that do not increase the overall density of development of the Property will not require an amendment to the Concept Plan. Minor changes to the Concept Plan, including minor modifications of street alignments, minor changes in lot lines, the designation of land for public or governmental uses, changes in lot sizes that do not result in an increase in the overall density of development of the Property (including any increase in lot sizes resulting in a decrease in the total number of lots) or any change to a public use, including, but not limited to school use, will not require an amendment to the Concept Plan or City approval. Major changes to the Concept Plan must be consistent with the terms of this Agreement and will be subject to review and approval by the City Council, which will not be unreasonably withheld. Notwithstanding anything herein to the contrary, an increase of the unit count by up to five percent (5%) of the currently-planned count shall not require an amendment to the Concept Plan or additional City approval, regardless of the resulting increase in density of development. Such an increase of up to five percent (5%) of the currently-planned unit count shall result in an increase of the Master Development Fee provided for in Section 3.04 hereof of \$1,700 per single-family residential lot, payable as provided for in Section 3.04.

4.04 Development Review and Approval; Moratorium.

(a) City Review of Development. It is the Parties' mutual intention that the City will have the sole responsibility for review and approval of all subdivision construction plans, site development plans, preliminary plans, and subdivision plats within the Property. Construction of improvements located outside the Property such as the Off-Site Water & Wastewater Improvements shall be subject to the review and approval of all governmental authorities with jurisdiction.

(b) Moratorium. The Parties acknowledge that the construction and funding of the utility and other improvements contemplated herein represent a significant investment by the Developer in the City's infrastructure. In exchange for this investment, the City agrees that any moratorium the City may impose on development or construction, whether it be imposed through the non-issuance of building permits, available water or wastewater capacity or otherwise, shall not apply to the Project.

4.05 Term of Approvals. Except as provided below, the approval of the Concept Plan set forth in Section 4.02 above will be effective for the term of this Agreement. Such Concept Plan approval will be deemed to have expired if no final plats of the Property or a portion thereof are recorded during the term of this Agreement.

V. DEVELOPMENT MATTERS

5.01 Generally. Developer will have the right to select the providers of CATV, gas, electric, telephone, telecommunications and all other utilities and services, including solid waste collection and recycling services, or to provide "bundled" utilities within the Land.

5.02 Fire Protection Services. The City and the Developer understand and acknowledge that an emergency services district ("ESD") exists which includes all of the Property. The District and the Developer agree to cooperate with the ESD to provide fire protection services to the Property.

5.03 Permitted Variances to City Development Requirements. In order to facilitate the development of the Property, the City agrees to provide variances to certain development requirements set forth by City ordinance as described in Exhibit "G". No other action will be required on the part of the Developer to obtain such variances or initiate subdivision plat approvals that vary from the City's development requirements, to the extent any variance is in conformity with Exhibit "G", attached hereto and made a part hereof.

VI. WATER AND WASTEWATER SERVICES

6.01 General. The City shall provide wholesale water and wastewater services to the District, and the District shall provide retail water and wastewater services to all customers within the Project.

6.02 Water and Wastewater Services Agreements. Simultaneously with the execution of this Agreement, the Developer, District and City shall execute the Wholesale Water Services Agreement and the Wholesale Wastewater Services Agreement in forms approved by the City setting forth the terms and conditions pursuant to which the City shall provide wholesale water and wastewater services to the District with the following terms:

(a) The City will provide or contract for the provision of wholesale wastewater utility services to the District sufficient to serve the land uses shown on the Concept Plan. The rates charged by the City shall be the same as those charged by the City to other wholesale customers, and such rates may be reviewed and adjusted by the City annually, based on a cost of service study performed by the City. In any event, this Agreement does not prevent the District or its customers from appealing the wastewater rates pursuant to §13.043, Texas Water Code.

(b) The City will receive, treat and dispose of, or shall contract for the treatment and disposal of, all sewage generated by residents within the District. The City will maintain an adequate wastewater treatment capacity at all times to serve the residents within the District at the same level these services are provided within the City. The City may limit service to the District in the same manner and to the same extent that service is limited inside the City limits.

(c) The District will have guaranteed reservation and ownership of capacity in City's water and wastewater utility systems as set forth elsewhere in this Agreement.

(d) If necessary, Developer will provide easements within the area of the District for all District master meters in accordance with applicable City ordinance requirements. Master meters shall be installed to measure District wastewater flows. In the event wastewater mains enter the District from other City service areas, master meters will be installed at both ends of the system serving the District so that the differential flows will be measured to determine flows from District customers. Developers and/or District shall not be required to provide easements outside the area of the District.

The Wholesale Water Services Agreement and the Wholesale Wastewater Services Agreement may include other standard terms contained in the City wholesale water and wastewater service agreements that are not in conflict with the terms set forth above.

6.03 Water CCN. The Parties acknowledge that the Property is currently located within the Aqua Water CCN. Developer or the District shall pay all costs and expenses required to remove the Property from the Aqua Water CCN, including the CCN Release Fee and the costs of any petition or request filed with the Public Utility Commission of Texas to remove the Property from the Aqua Water CCN. The amount of the CCN Release Fee total shall be \$1,219,238.28 (or 4,485 per acre), or such other sum agreed upon by Aqua. Subject to payment of the CCN Release Fee by Developer or District, the City agrees to fully cooperate with Developer and the District to cause decertification of the Property from the Aqua Water CCN. The Developer, at the time of final plat, shall pay the City of Elgin \$4,485 per acre for the area within the final plat.

6.04 Design and Construction of On-Site Facilities. The Developer, on behalf of the District and at Developer's sole expense, shall construct all On-Site Facilities that are necessary and required to serve the Property, including the water distribution system improvements; wastewater collection system improvements; all of which such improvements shall be located within designated easements or rights of way. The On-Site Facilities will be designed and constructed in accordance with the Applicable Rules in effect as of the Effective Date of this Agreement and the Water and Wastewater Services Agreement. Neither Developer nor the District will be required to pay for or construct any improvements to the City's existing utility systems or other off-site improvements required to serve the Property except as provided for in this Agreement and the Wholesale Water and Wastewater Services Agreement.

6.05 Ownership, Operation and Maintenance of On-Site Facilities.

(a) Upon completion of construction of the On-Site Facilities by Developer in accordance with the requirements of the District and acceptance by the District, the District shall be responsible for all costs and expenses associated with ownership, operation and maintenance of the facilities (subject to any warranty obligations of the Developer). The District agrees to operate and maintain such facilities in good condition and working order and to provide retail services to the Project.

(b) The District shall be responsible for ownership, operation and maintenance of the drainage facilities (including any water quality ponds) until annexation and dissolution of the District. The District may assign maintenance obligations for the drainage facilities to a homeowners' association.

6.06 Water Impact Fees.

(a) Subject to the water impact fee credit described below, the Developer shall be obligated to pay on behalf of the District to the City a water impact fee for each new retail water customer that connects to the District's water system and receives water service. The water impact fee paid for each new single family residential water connection to the District's water system shall be due and payable to the City prior to recordation of the final subdivision plat associated with such connection. For commercial development, the water impact fee shall be paid at the time of setting the water meter when the number of LUEs for the service connection are known. Any water impact fees adopted by the City will be consistent throughout the City's service area in which the Property is located.

(b) The City agrees to credit all water service connections within the Property with the payment of water impact fees in an amount equal to the total costs and expenses funded by the Developer for the Off-Site Water Transmission Line Improvements and Off-Site Wastewater Line Improvements as shown in **Exhibit "E"** (including design, permitting and construction and the cost of easements) but excluding costs and expenses reimbursed by the City in the event the City requests oversizing of the Off-Site Water Transmission Line Improvements and Off-Site Wastewater Line Improvements. For purposes of administering the water impact fee credit, all water service connections within the Property shall be credited with the payment of water impact fees until the total amount of credited water impact fees equals the costs funded by the Developer for the Off-Site Water Transmission Line Improvements and Off-Site Wastewater Line Improvements. After completion of construction of the Off-Site Water Transmission Line Improvements and Off-Site Wastewater Line Improvements, the final amount of monies paid by the Developer for the Off-Site Water Transmission Line Improvements and Off-Site Wastewater Line Improvements shall be calculated. If for any reason the total amount of monies paid by Developer exceeds the impact fee credit available based on the final number of lots within the Property and land use, then the City shall be under no obligation to reimburse the extra costs paid by the Developer but acknowledges that the District may reimburse Developer for such costs that are not credited by the City.

(c) In consideration for the payment of water impact fees (including credited impact fees), the District will acquire the right to receive, and the City's commitment for, wholesale water service from the City's water system for the LUEs of service for which water impact fees have been paid or credited. Any water impact fees adopted by the City will be consistent throughout the City's service area in which the Property is located.

6.07 Wastewater Impact Fees. As consideration for the payment of a pro rata share of costs of the new WWTP and as more fully set forth in the Wholesale Wastewater Services Agreement, the Developer, the District and all applicants for wastewater service within the Property shall be exempt from the payment of wastewater impact fees to the City.

6.08 Off-Site Real Property Acquisition. If Developer is unable to acquire any real property interests located outside the boundaries of the Property required for any water or wastewater facilities after using good faith efforts to do so and after providing the City with written notice, the City shall acquire the off-site real property interests, using its powers of eminent domain if necessary, at Developer's sole cost and expense; subject to the terms and conditions set forth herein. In connection therewith, the City agrees to use good faith efforts to acquire interim possession and use rights that allow Developer to access the properties and proceed with construction of the off-site water and/or wastewater facilities. Within sixty (60) business days after receipt of the written request from Developer requesting that the City acquire the off-site real property interests, documenting its good faith efforts to secure the real property interests (including but not limited to offers, counteroffers, positions of the parties, valuation documentation, etc.), and confirming its intent to construct the facilities, the City shall provide a preliminary written estimate to Developer of projected costs and expenses related to acquisition of the off-site real property interests. Developer shall provide payment in the full amount of the written estimate to the City within thirty (30) days after receipt of the written estimate. Developer shall pay all costs and expenses incurred by the City relating to the acquisition of the off-site real property interests, including, without limitation, costs of negotiating easements with landowners, preparation of easement instruments and surveys, payment of a negotiated sum for purchase of an easement, and purchase or condemnation costs incurred by the City, including any litigation related thereto (including legal fees, witness costs, and court costs). In the event that the actual costs of easement acquisition exceed the original estimate, Developer shall provide payment of the additional amount within thirty (30) days of receipt of a written request for payment from the City. In the event that the actual costs of easement acquisition are less than this sum, the City shall promptly refund the excess amount to Developer.

VII. PARKLAND, PUBLIC SAFETY SERVICES

7.01 Parkland, Greenbelt and Trails. As part of the Project, the Developer shall set aside and dedicate lands within the Property for public open space/greenbelt/recreational use as depicted in the Concept Plan. The greenbelt area shall be improved to include trailheads, benches, hiking trails and not less than seven parking spaces (including one handicap space) and other improvements in accordance with the Parks Plan attached hereto as **Exhibit "H"**. The greenbelt lands and related improvements shall be dedicated to the District for ownership, operation and maintenance as public parkland. Developer will receive a 100% credit against the City's parkland dedication requirements for all lands dedicated to the District and located outside FEMA-designated floodplain, to the extent such requirements apply to the Property now or in the future, and the City further agrees that no additional parkland dedication or park fees will be required provided the Developer meets the minimum public parkland dedication requirements in effect as of the Effective Date of this Agreement and the City agrees that the open space/greenbelt/recreational use as described in this Section 7.01 and as depicted in the Concept Plan meets such requirements

7.02 Multi-Sport Recreational Complex. As part of the project, the Developer shall set aside and dedicate lands within the Property for a multi sports recreational complex (the "Complex") as depicted in the Concept Plan. The Complex will be included in the phasing provisions found in Section 4.03 of this Agreement. The Developer will procure an opinion of probable cost ("OPC") from a licensed Design/Build Architect/Planner and the Developer will design, bid and construct the improvements associated with the Complex based on the OPC but not to exceed the OPC by 10% and will Deed the Complex to the City once completed. The Complex will be completed during the phases of construction of the Project at Developer's discretion without any specific deadline for completion. Further, Developer will not be required to incur

costs greater than 110% of the OPC for completion of the Complex. If the plans for the Complex exceed such amount, then Developer may adjust the plans to adhere to such amount.

7.03 Public Safety Services Site. Developer agrees to dedicate to the City a public safety services site of 2.6 acres in size, as generally depicted on the Concept Plan (the “Public Safety Services Site”). Developer will, at the time of final platting the phase of the Project within which the Public Safety Services Site is located, convey the Public Safety Services Site to the City by warranty deed, at no cost to the City. The City shall not sell or convey the Public Safety Services Site to any third party, other than to an emergency services district or other public safety services entity. Further, the Public Safety Services Site shall only be used for the construction and operation of an emergency services station or similar facility. The City hereby agrees, and the warranty deed to the City shall state, that ownership of the Public Safety Services Site shall revert to Developer in the event that the City or a permitted successor-in-interest has not constructed and commenced operation of an emergency services station or similar facility within five (5) years of the date of conveyance from Developer to the City pursuant to this provision.

VIII. LIMITED PURPOSE ANNEXATION

8.01 Limited Purpose Annexation. Developer and/or the District agrees to enter into the Strategic Partnership Agreement with the City pursuant to Section 43.0751 of the Texas Local Government Code, which will allow the City to annex for limited purposes any commercial property within the District.

IX. AUTHORITY AND VESTING OF RIGHTS.

9.01 Authority. This Agreement is entered into, in part, under the statutory authority of Section 402.104, Texas Local Government Code and Section 212.172 of the *Texas Local Government Code*, which authorizes the City to make written contracts with the owners of land establishing lawful terms and considerations that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities. The Parties intend this Agreement to guarantee the continuation of the extraterritorial status of the Land as provided in this Agreement; authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses after annexation of the Land.

9.02 Vesting of Rights. The City acknowledges the importance to Developer of having certainty and predictability of development regulations while planning such an extensive project that will be developed over a several years. Likewise, the Developer recognizes the City’s need over time to modify its existing development regulations in response to the requirements of a growing City. As a result, Developer shall have statutory authority to develop the Property in accordance with the terms of this Agreement subject to any limitations contained in Chapter 245, Texas Local Government Code. This Agreement shall constitute the first permit in a series of applications for the purpose of vesting as contemplated in Chapter 245 of the Texas Local Government Code.

X.

TERM, TERMINATION, AMENDMENT

10.01 Term. The term of this Agreement will commence on the Effective Date and continue for twenty (20) years thereafter, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City and Developer. Upon the expiration of twenty (20) years, this Agreement shall automatically renew for a term of fifteen (15) additional years, then again for a term of ten (10) additional years unless, so long as neither party to this Agreement is in material default under this Agreement and unless, prior to the expiration of the then-current term, Developer gives City written notice of its intent not to extend this Agreement.

10.02 Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Property at any time by mutual written agreement of the City, Developer, and following creation of the District, the District, and may be terminated or amended only as to a portion of the Property by the mutual written agreement of the City, the owners of a majority of the portion of the Property affected by the amendment or termination, and, following creation of the District, the District containing such portion of the Property. If the District is not created within five (5) years after the Effective Date of this Agreement, then the City shall have the option of terminating this Agreement and retaining any payments previously received by the City.

10.03 Assignment.

(a) This Agreement, and the rights of Developer hereunder, may be assigned by Developer, with the City's consent, to a subsequent developer of all or a portion of the undeveloped portion of the Property. Any assignment will be in writing, specifically setting forth the assigned rights and obligations and be executed by the proposed assignee and a copy provided to the City. The City's consent to any proposed assignment will not be unreasonably conditioned, withheld, or delayed. No consent, however shall be required for an assignment to any subsidiary, parent company, or other affiliate of Developer.

(b) If Developer assigns its rights and obligations hereunder as to a portion of the Property, then the rights and obligations of any assignee and Developer will be severable, and Developer will not be liable for the nonperformance of the assignee and vice-versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, but will not impede development activities of any performing developer as a result of that nonperformance.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Property.

10.04 Cooperation; Approvals.

(a) The City, the District and Developer each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

(b) In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, Developer and the City agree to cooperate in the defense of such suit or claim, as to use and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

10.05 Remedies for Default.

(a) If the City defaults under this Agreement, Developer may enforce the Agreement by seeking damages and/or a writ of mandamus from any court of appropriate jurisdiction, or may give notice setting forth the event of default (“Notice”) to the City. If the City fails to cure any default that can be cured by the payment of money (“Monetary Default”) within 45 days from the date the City receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, Developer may terminate this Agreement as to all of the Property owned by Developer, or as to the portion of the Property affected by the defaults; however, any such remedy will not revoke the City’s consent to the creation of the District.

(b) If Developer defaults under this Agreement, the City may enforce the Agreement by seeking specific performance from any court of appropriate jurisdiction, or the City may give Notice to Developer of a Monetary Default. If Developer fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City may terminate this Agreement as to all of the Property owned by Developer, or as to the portion of the Property affected by the default; however, any such remedy will not revoke the City’s consent to the creation of the District.

(c) If either party defaults, the prevailing party in the dispute will be entitled to recover its reasonable attorney’s fees, expenses, and court costs from the non-prevailing party.

XI. GENERAL PROVISIONS

11.01 Notices. Any notices given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return-receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing “next day delivery”, addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivered delivering it to the Party, or any agent of the Party listed in this Agreement; or (iv) by email. Notice by United States mail will be effective on the earlier of the date of receipt for three days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will until changed as provided below, be as follows:

ELGIN:

City of Elgin
P.O. Box 591
Elgin, Texas 78621
Attn: City Manager
E-mail: _____

With required Copy to:

Mark J. Schroeder
Hejl & Schroeder PC
311 Talbot Street
PO Box 192
Taylor, Texas 76574
E-mail: _____

DEVELOPER:

Qualico Developments (U.S.), Inc.
14400 The Lakes Blvd., Suite 200
Pflugerville, Texas, 78660
Attn: Kevin Fleming
E-mail: kevin.fleming@qualico.com

With Copy To:

McLean & Howard, LLP
4301 Bull Creek Road, Suite 150
Austin, Texas 78731
Attn: William McLean
E-mail: bmclean@mcleanhowardlaw.com

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

11.02 Memorandum of Agreement. A memorandum of this Agreement may be filed by the Developer in the Official Public Records of the County along with the Agreement itself.

11.03 Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement will 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, enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the another Party of any material provision of this Agreement will not be deemed a waiver thereof or any other provision, and such Party may at any time thereafter insist upon strict performance of any and all provisions of this Agreement.

11.04 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Bastrop and Travis Counties, Texas.

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

11.06 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 each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will

not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or any consistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

11.07 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.

11.08 Force Majeure. If, by reason of force majeure, either Party is rendered unable, wholly or in part, to carry out its obligations under this Agreement, then the Party whose performance is so affected shall give notice and the full particulars of such force majeure to the other parties within a reasonable time after the occurrence of the event or cause relied on, the obligation of the Party giving the notice, so far as it is affected by the force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. The party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch.

The term “*force majeure*” as used in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the Public Enemy, orders or actions of any kind of government of the United States or of the State of Texas, or any court or agency of competent jurisdiction or any civil or military authority, interactions, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to dams, machinery, pipelines, canals, or other structures, or inability on the part of a Party to perform on account of any other cause not reasonably within the control of the Party claiming such inability.

11.09 Authority for Execution. The City certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. Developer hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of Developer.

11.10 Interested Parties. Developer acknowledges that Texas Government Code Section 2252.908 (as amended, “Section 2252.908”) requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the City. Developer confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, using the unique identification number specified on page 1 of the Agreement, and electronically file it with the Texas Ethics Commission (“TEC”); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the City at the same time the Developer executes and submits this Agreement to the City. Form 1295s are available on the TEC’s website at <https://www.Endethics.state.tx.us/filinginfo/1295/>. The Agreement is not effective until the requirements listed above are satisfied and any approval or award of the Agreement by the City is expressly made contingent upon Developer’s compliance with these requirements. The signed Form 1295 may be submitted to the City in an electronic format.

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

11.12 Verification Under Chapter 2271, Texas Government Code. If required under Chapter 2271 of the Texas Government Code (as amended, “*Chapter 2271*”), Developer represents and warrants that, at the time of execution and delivery of this Agreement, neither Developer, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Developer that exist to make a profit, boycott Israel or will boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Chapter 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Developer.

11.13 Verification Under Subchapter F, Chapter 2252, Texas Government Code. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code (as amended, “*Subchapter F*”), Developer represents and warrants that, neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Developer that exist to make a profit, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the “*Comptroller*”) described within Subchapter F and posted on the Comptroller’s internet website at:

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

The foregoing representation is made solely to comply with Subchapter F, to the extent such subchapter does not contravene applicable Federal law, and excludes companies that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organization. Developer understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with Developer.

11.14 Exhibits. The following exhibits are attached to this Agreement and incorporated herein by reference:

Exhibit A -	Description of Property
Exhibit B -	Form of District Joinder Agreement
Exhibit C -	Concept Plan
Exhibit D -	Eagles Landing Description
Exhibit E -	Offsite Water and Wastewater Exhibit
Exhibit F -	Form of Consent Resolution
Exhibit G -	Variances to City Development Code
Exhibit H -	Parks Plan

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

[The remainder of this page intentionally left blank.]

ATTEST:

CITY OF ELGIN:

City Secretary

By:_____

Printed Name:_____

Title: _____

Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on the _____ day of _____,
_____, by _____, _____ of the
City of Elgin, on behalf of said municipality.

(Seal and Expiration)

Notary Public, State of Texas

DEVELOPER:

Qualico Developments (U.S.), Inc., a Delaware corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, _____, by _____, _____ of QUALICO DEVELOPMENTS (U.S), INC., a Delaware corporation.

(Seal and Expiration)

Notary Public, State of Texas

**EXHIBIT “A” TO CONSENT AND DEVELOPMENT AGREEMENT
DESCRIPTION OF PROPERTY**

**EXHIBIT “B” TO CONSENT AND DEVELOPMENT AGREEMENT
FORM OF JOINDER AGREEMENT**

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the "Joinder Agreement"), dated as of _____, is executed by TRIADA MUNICIPAL UTILITY DISTRICT ("*District*"), in connection with that certain Consent and Development Agreement (the "*Development Agreement*") entered into by and between the CITY OF ELGIN, TEXAS, a home rule city located in Travis County, Texas (the "City") and Qualico Communities (U.S.), Inc. a Delaware corporation ("*Developer*"), dated effective as of _____. Capitalized terms used herein but not otherwise defined herein shall have the definitions provided in the Development Agreement.

In accordance with the third introductory paragraph of the Development Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes, the District executes this Joinder Agreement in order to become a Party to the Development Agreement. Accordingly, the District hereby agrees as follows with City and Developer:

1. The District acknowledges and confirms that it has received a copy of the Development Agreement and the schedules and exhibits thereto.

2. The District hereby acknowledges, agrees, and confirms that, by its execution of this Joinder Agreement, the District shall automatically be deemed to be a Party to the Development Agreement, and shall have all of the rights and obligations of the District with regard to property within the District thereunder as if it had originally executed the Development Agreement. The District hereby ratifies, as of the date hereof, and agrees to be bound by all of the terms, provisions and conditions contained in the Development Agreement applicable to it to the same effect as if it were an original Party thereto.

3. This Joinder Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, and exclusive venue shall lie in Travis County, Texas.

IN WITNESS WHEREOF, the District has caused this Joinder Agreement to be duly executed by its authorized officer as of the day and year first above written.

TRIADA MUNICIPAL UTILITY DISTRICT

By: _____

Name Printed: _____

Title: _____

Secretary

EXHIBIT “C” TO CONSENT AND DEVELOPMENT AGREEMENT
CONCEPT PLAN

**EXHIBIT “D” TO CONSENT AND DEVELOPMENT AGREEMENT
DESCRIPTION OF EAGLES LANDING TRACT**

**EXHIBIT “E” TO CONSENT AND DEVELOPMENT AGREEMENT
OFFSITE WATER AND WASTEWATER EXHIBIT**

**EXHIBIT “F” TO CONSENT AND DEVELOPMENT AGREEMENT
FORM OF CONSENT RESOLUTION**

RESOLUTION NO. R-_____ - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN CONSENTING TO THE INCLUSION OF LAND
WITHIN TRIADA MUNICIPAL UTILITY DISTRICT**

WHEREAS, the City of Elgin ("City") has received a request for its consent to the inclusion of the tract(s) of real property encompassing approximately 271.848 acres being more particularly described by metes and bounds and by sketch in **Exhibit "A"** attached hereto (the "Property"), into the boundaries of a proposed district to be named Triada Municipal Utility District or some other name permitted or required by law (the "District");

WHEREAS, pursuant to Texas Water Code, Section 54.016 and Texas Local Government Code, Section 42.042, land within the corporate limits or extraterritorial jurisdiction of a city may not be included within a district without the written consent of such city;

WHEREAS, all of the Property is located within the extraterritorial jurisdiction of the City or corporate boundaries of the City;

WHEREAS, the City has received a request from the owner of the Property for the City's consent to inclusion of the Property into the District;

WHEREAS, the City Council of the City of Elgin desires to grant its written consent to the inclusion of the Property within the District,.

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

Section 1. The City Council of the City hereby grants its consent to the inclusion of the Property within the District.

Section 2. The City Council of the City hereby grants its consent to the acquisition of road powers by the District.

Section 3. The Mayor and City Secretary are authorized to execute any documents necessary to effectuate this Resolution.

Section 4. The City Council of the City further states that it has not relinquished any rights, duties or powers relating to its extraterritorial jurisdiction, and while the City consents to the inclusion of the Property into the District, the City does not release any lands from its extraterritorial jurisdiction.

Section 5. This Resolution shall become effective from and after the date of its passage.

DULLY RESOLVED by the City Council of the City of Elgin on the _____ day of _____, _____.

ATTEST:

Mayor

City Secretary
(SEAL)

Exhibit "A" to Consent Resolution

Description of Property

**EXHIBIT “G” TO CONSENT AND DEVELOPMENT AGREEMENT
PERMITTED VARIANCES TO CITY DEVELOPMENT CODE**

For the avoidance of doubt, the City acknowledges and agrees that concurrent with the execution of this agreement, the Property is located within the City's ETJ boundaries and the Development will be subject to the City's Code of Ordinances (together, the "Applicable Ordinances").

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

1. Chapter 32 of the Applicable Ordinances shall not apply to the display of model home, builder lot/home sale, and builder directional signs in the Development. Builders are permitted to provide: model home signs on a temporary basis, within the property lines of said homes; builder lot/home sale signs located within property lines on applicable lots, which may use the words "available" or "sold"; and a maximum of ten (10) builder directional signs, provided such signs will not obstruct views around comers or at intersections. Directional kiosk signs are permitted outside the ROW to direct traffic to builder model homes and community amenities.

2. . Sec. 32-103(5)c. Flagpole at the entrance off of FM1100 shall not exceed 80 feet in height.

3. Sec. 36-29(h) - The Concept Plan shall expire upon termination of this Agreement.

4. Sec. 36-30(g) - A preliminary plat shall expire 10 years after the date of approval unless extended by Agreement of the City and the Developer or provided that all sections of the preliminary plat have been final-platted.

5. Sec. 36-31 – A final plat shall expire 3 years after the date of approval if construction of the subdivision improvements for the final plat have not commenced within such time period. Once construction of the subdivision improvements commences, they must be completed prior to expiration of the construction plans or the final plat and construction plans will expire.

6. Sec. 36-56 - Due to the prior agricultural use of and the lack of trees on the

Property, no tree preservation plan shall be required for the Development, no actions or approvals from the City will be required relating to the removal of trees on the Property, and no tree mitigation will be required on the Property.

7. Sec. 36-58 - Developer will not be required to construct subdivision walls per Subsection 36-58(a)(2) throughout the Development but will construct stained wood fencing with masonry columns on all back yards of residential lots adjacent to the north/south arterial road and the local street off of FM 1100 and east from that local street to the north/south arterial road. As shown on the Concept Plan.

8. Sec 36-60(d)(1) – Postal Delivery Service – Standards for USPS CBU delivery locations shall conform to U.S. Postal Service, National Delivery Planning Standards, Handbook PO-632, July 2020.

9. Sec. 36-78(d) – Local-arterial access prohibited, exceptions – Local Streets that intersect an Arterial Street must connect with a Collector Street profile, which tapers back to a Local Street at 200' from the intersection, per the Concept Plan, allowing for full left turn ability.

10. Sec 36-79 – Alleys within the Development shall be: (i) exempt from all design criteria; (ii) public or private, at Developers election; (iii) constructed without curb and gutter of either asphalt or concrete, at Developers election; and (iv) a minimum of twelve feet (12') in width for one way alleys and eighteen feet (18') in width for two-way alleys

11. Sec. 36-81(3) - Curves are to have a maximum centerline radius of 2,750 feet and a minimum centerline radius of 60 feet for local streets.

12. Sec. 36-82(1) - All streets, secondary or minor, shall intersect at an angle of eighty degrees (80°) to one hundred degrees (100°).

13. Sec. 36-170 - All lots platted in subdivisions located within the Development shall be a minimum of 3,500 square feet.

14. Sec. 36-171 - All lots platted in subdivisions located within the Development shall be a minimum of thirty-five feet (35') in width.

15. Section 36-285(3) Arterial Streets, in conjunction with other drainage facilities, shall be designed to contain runoff from a storm with a design frequency of 50-years such that at least one lane of traffic remains open. The runoff from the storm with a design frequency of 100-years shall be contained within the right-of-way.

16. Section 36-370 – Parkland – Developer agrees that the trails and parkland shown on the Concept Plan, or portions thereof, may be dedicated to the District or another governmental agency. The City agrees that the Developer will receive 100% credit for such dedications against the City’s parkland dedication requirements, to the extent such requirements apply to the Property now or in the future, and the City further agrees that no additional parkland dedication or park fees will be required. To the extent that Developer’s dedications of trails and or parkland, if any, do not offset all City parkland dedication requirements, Developer will pay parkland fees in accordance with applicable City ordinance requirements.

17. Sec. 36-202(a)(1) and (2) - Residential blocks for through streets shall be no longer than 1,750 feet measured along the center of the block, nor shorter than 275 feet with the exception of the external and western most block which will have no restrictions on block length given the topographic and floodplain constraints.

18. Sec. 36-312(b)(2)(a)- For a minor waterway, the boundaries of the buffer zone are thirty (30) feet from the centerline of the waterway. The Developer will be allowed to construct a trail system within the buffer zone. At the Developers election, the developer may construct the portions of the trail system within the buffer zone using concrete

19. Sec. 36-313(b) - There shall be no cut or fill limitations for the construction of water quality basins, stormwater detention ponds, streets, driveways, utility infrastructure, floodplain mitigation or recreational/amenity ponds or other water features.

20. Sec. 36-366 - To the extent that the terms and provisions of Sec. 36-366 of the Applicable Ordinances and the terms and provisions of 30 Texas Administrative Code Chapter 217 conflict, the terms and provisions of 30 Texas Administrative Code Chapter 217 shall prevail and apply to the sanitary sewer system designed, permitted and constructed to serve the Development.

21. Sec. 36-370 - To the extent that the terms and provisions of Sec. 36-370 of the Applicable Rules and the terms and provisions of this Agreement conflict, the terms and provisions of this Agreement shall prevail and apply to dedication of parkland or payment of fees in lieu thereof for the Development.

22. Sec. 46-303(2)(a) - For dwellings on interior lots, there shall be a side yard on each side of the main building of not less than five feet, measured from the slab, for all dwellings.

23. Section 46-303(6) Impervious Cover – Main and accessory buildings shall not cover more than 60 percent of any lot area. On 35' wide lots, main and accessory buildings shall not cover more than 65 percent of the lot area.

Single Family Residential Lot Design Standards

The Project may include a variety of single-family residential product types. The residential product offering shall be separated into four (4) categories of residential lots with standards listed in Table G.1 below. The residential product categories include:

1. Alley Load A

An alley loaded residential product with garages, car ports or driveways serviced from an alley along the rear of the residential lot. Alley loaded lots shall be a minimum of 35 feet wide.

2. Alley Load B

An Alley-loaded residential product with garages, carports or driveways serviced from an alley along the rear of the residential lot. Residential lots with this category shall be 45 feet wide.

3. Front Load A

A front-loaded residential product with a garage serviced from the street in front of the house. Residential lots with this category shall be a minimum 40 feet wide.

4. Front Load B

A front-loaded residential product with a garage serviced from the street in front of the house. Residential lots with this category shall be a minimum 45 feet wide.

5. Front Load C

A front-loaded residential product with a garage serviced from the street in front of the house. Residential lots with this category shall be a minimum 50 feet wide.

1. Residential minimum lot widths shall be measured from the front setback building line as established above.
2. Building height shall be measured as the vertical distance from the front door threshold to the highest point of the roof.

Table F.1 Residential Development Standards					
	Alley Load A	Front Load A	Alley Load B	Front Load B	Front Load C
Lot Minimum - Width	35 ft.	40 ft.	45 ft.	45 ft.	50 ft.
Lot Minimum - Depth	100	110	100	110	110
Impervious Cover %	60%	60%	60%	60%	60%
Setbacks:					
Front	15 ft.	15 ft.	15 ft.	20 ft.	20 ft.
Rear	5 ft.	5 ft.	5 ft.	15 ft.	15 ft.
Side - 1-Story	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
Side - 2-Story	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
Corner Side	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.
Building Height	35 ft.	35 ft.	35 ft.	35 ft.	35 ft.
Minimum Lot Area	3,500 sf.	4,400 sf.	4,500 sf.	4,950 sf.	5,500 sf.

•Garage facade on front load homes must be setback at minimum of 20 ft. from right-of-way.

** per Lot

Roadway Standards

1. The N/S Arterial Street, as depicted on the Concept Plan shall be designed as an Arterial Street.
2. Minor Streets with a ROW width of less than 100 ft. will not be designed with increased right- of-way on either side of any intersection with Arterial Streets and Collector Streets or Local Streets.
3. The N/S Arterial Street and Collector Streets may be designed with landscaped medians to improve aesthetic quality and preserve trees consistent with the Typical Cross Section shown below.

exceed the criteria for cul-de-sac lengths and serviced units stated above when the land serviced by the cul-de-sac is restricted by creeks, natural drainageways, steep topography and external property boundaries. In such cases, the maximum number of units served shall still not exceed thirty (30) units.

7. Connectivity and termination points of Alleys shown in the Concept Plan shall be deemed as sufficient.
8. On non-loaded streets, developer may construct 5' decomposed granite trails on one side of a local or collector street, and a 8' decomposed granite trail on one side of an Arterial street in lieu of street sidewalk.
9. Street sidewalks and trails along streets may meander outside the right-of-way in response to grading, existing trees or to create landscape planting areas along roadways. If sidewalks are not located within the right-of-way, an easement shall be created to accommodate the sidewalks.
10. Sidewalks in front of residential lots will be installed during the installation of the residential landscape on said residential lot.
11. Sidewalks along roadways in which there is not a residential lot shown on the Concept Plan shall be constructed during installation of associated landscaping. Said sidewalks and landscaping shall be installed along roadways within three years of construction of said roadway.

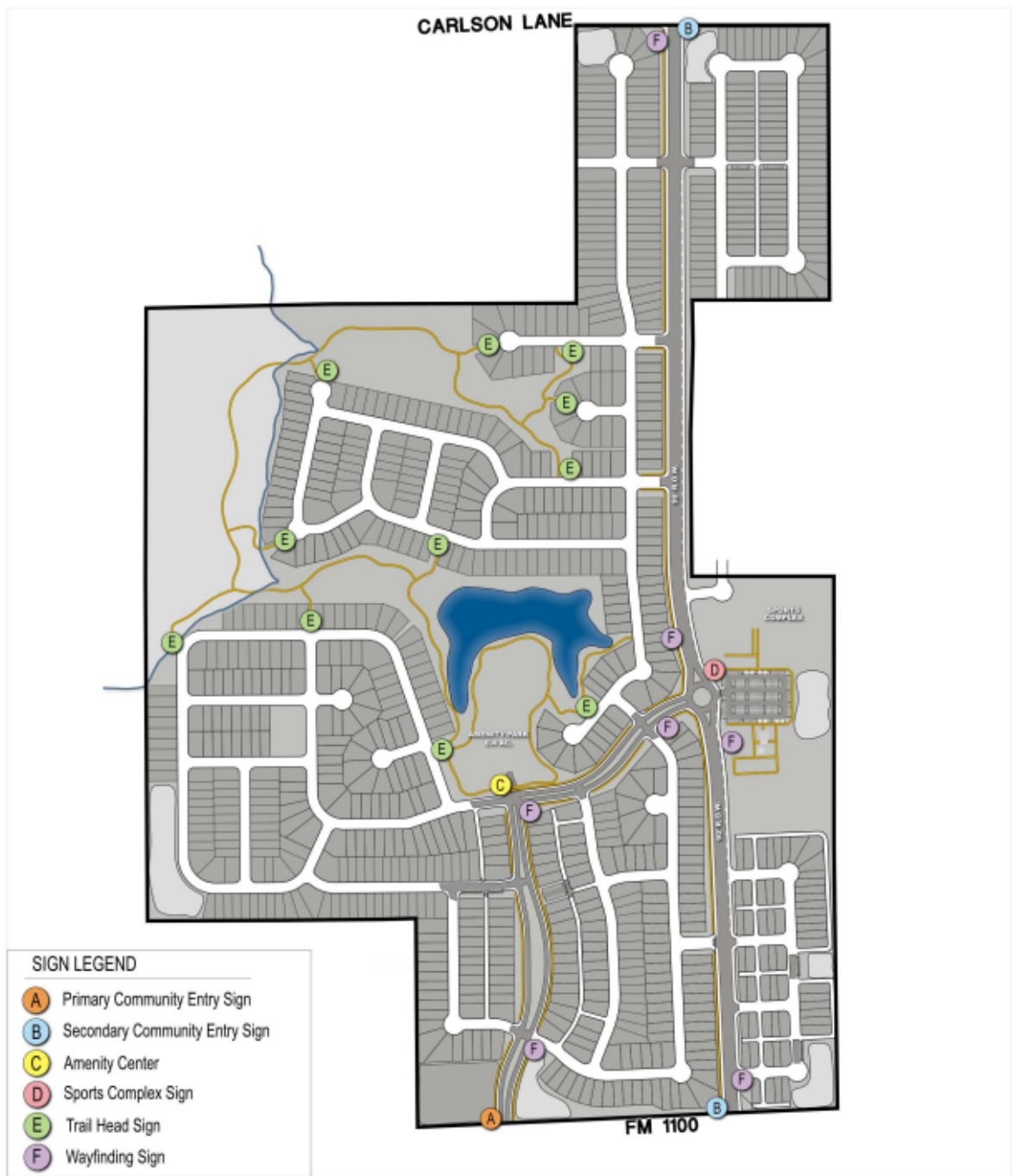
Drainage and Grading

1. Drainage collection facilities may be constructed with a mix of open channel and underground storm sewers.
2. All cut and fill land balancing shall be unlimited.

Signage

The control and placement of all signs is especially important to the aesthetic harmony of the Project. A critical component of a cohesive community is the sense of place and identity.

A Master Sign Plan has been prepared and is attached below.



The Master Sign Plan identifies the sign types, quantities, and approximate locations. Approval of these development standards is intended to permit the number and locations for the community signs as indicated and allow a consistent signage package within the community.

Approval of the development standards shall permit signage at the indicated locations on the Master Sign Plan but shall not be interpreted as approval of a sign permit. Each proposed sign within these development standards must be submitted to the inspection department for review and permit.

The Master Sign Plan shall include the following type of signs. The sign face area, sizes and quantities of signs shall be governed by the standards identified and do not depict the actual sign form, but rather just the scale and massing that may be constructed.

Sign face area shall be defined as the area included within the smallest rectangle that can encompass the sign letters. The sign face area does not apply to logos, which will be considered a design feature separate from the sign face area.

1. Community Signs

The Community Sign category includes four (4) types of community signs. These signs either designate an entry or convey the character/identity of the community. The four community sign types include one (1) Primary Community Entry monument to be located along FM 1100, one (1) Primary Residential Entry monument to be located along the N/S Arterial Street, two (2) Secondary Community Entry monuments to be located along the N/S Arterial Street, and one (1) Community Identity Markers located along FM 1100. The Primary Community Entry monument as well as the Community Identity Markers can be located within the FM 1100 expansion right-of-way at the Owner's discretion.

2. Neighborhood Signs

A neighborhood sign (total not to exceed twenty-eight square feet (32sf.)) will be located at the entrance into each residential neighborhood.

3. Facility Sign

A Facility Sign (1) may be constructed with the Project. One (1) Facility Sign may be located at the entrance into the Amenity Center.

4. Special Signs

The Directional/Lifestyle Signs category includes a series of signs (total not to exceed six (6)) used to create a strong sense of place and guide people within the Project.

Sign Lighting

All signs constructed within the Project may be illuminated to increase visibility and/or enhance the aesthetics of the sign design. Sign lighting shall adhere to the following standards:

1. Illumination shall be shielded so there is no glare in the public right-of-way and adjacent properties.

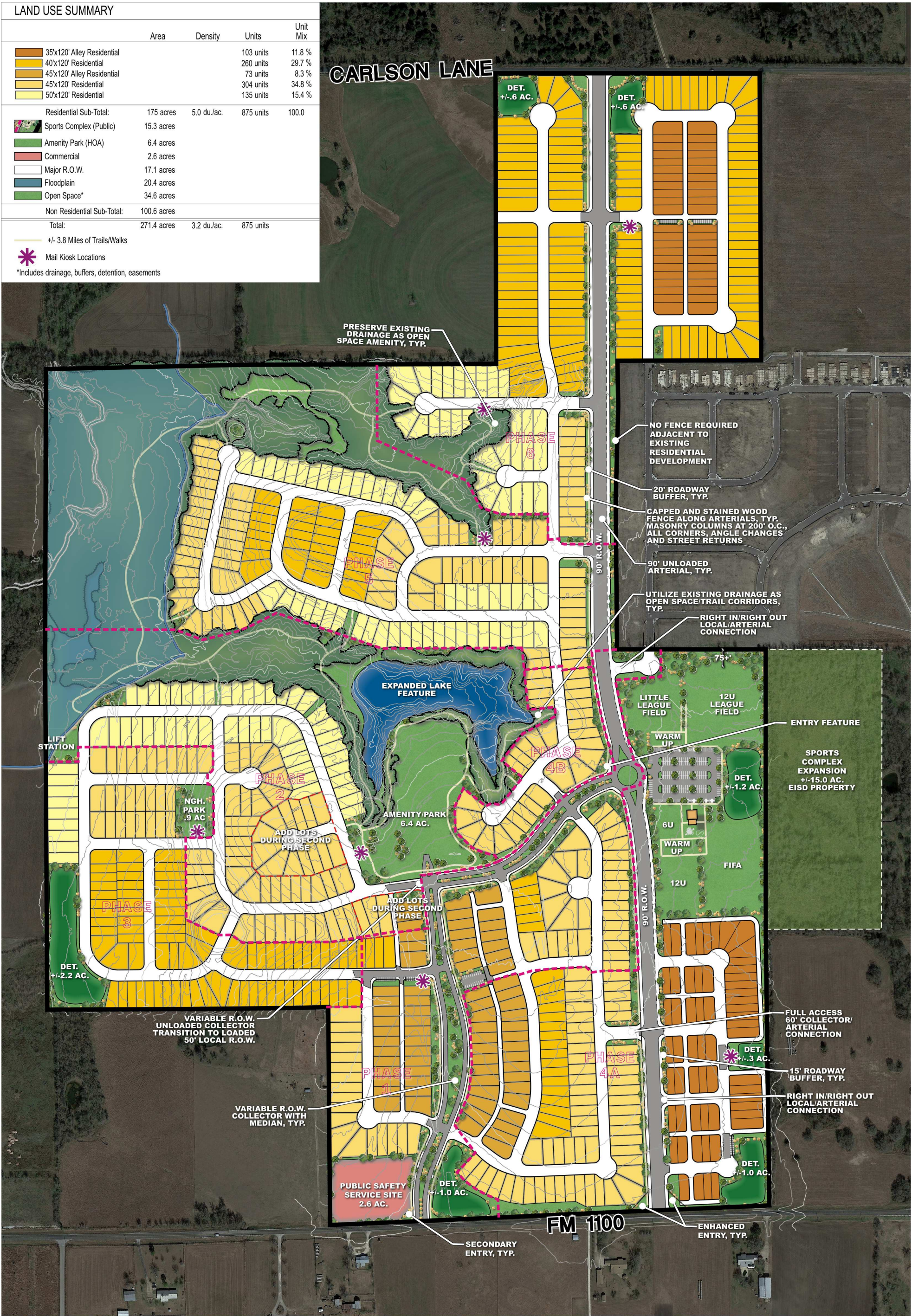
2. Illumination may include lighted cabinet, halo lighting, wall wash up-lighting, landscape up-lighting, and under cap lighting.

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

EXHIBIT "H" TO CONSENT AND DEVELOPMENT AGREEMENT PARKS PLAN



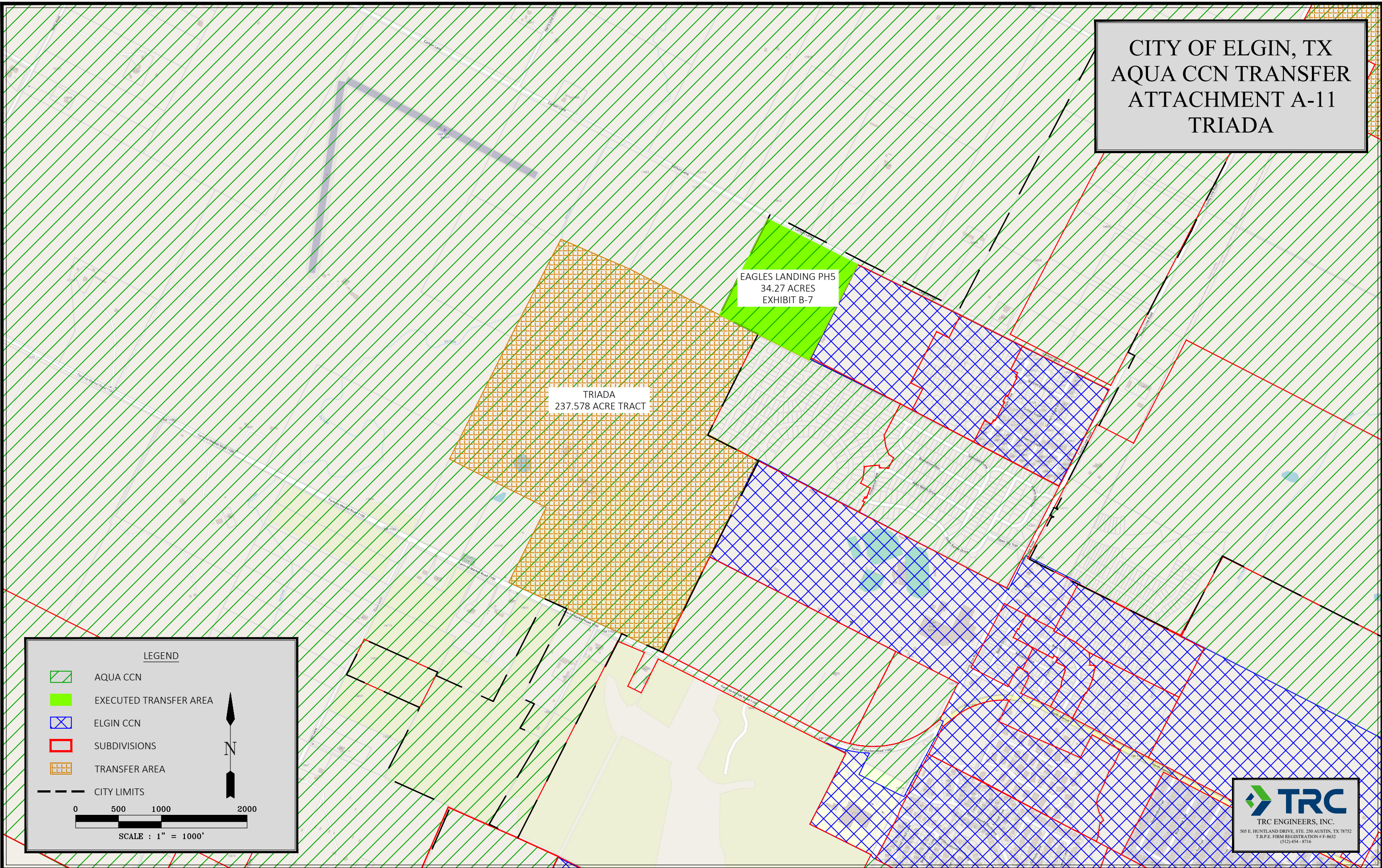
LAND USE SUMMARY				
	Area	Density	Units	Unit Mix
35'x120' Alley Residential			103 units	11.8 %
40'x120' Residential			260 units	29.7 %
45'x120' Alley Residential			73 units	8.3 %
45'x120' Residential			304 units	34.8 %
50'x120' Residential			135 units	15.4 %
Residential Sub-Total:	175 acres	5.0 du./ac.	875 units	100.0
Sports Complex (Public)	15.3 acres			
Amenity Park (HOA)	6.4 acres			
Commercial	2.6 acres			
Major R.O.W.	17.1 acres			
Floodplain	20.4 acres			
Open Space*	34.6 acres			
Non Residential Sub-Total:	100.6 acres			
Total:	271.4 acres	3.2 du./ac.	875 units	
+/- 3.8 Miles of Trails/Walks				
Mail Kiosk Locations				
*Includes drainage, buffers, detention, easements				



0 200' 400' 800'

Scale: 1" = 400'
Date: November 21, 2023

CITY OF ELGIN, TX
AQUA CCN TRANSFER
ATTACHMENT A-11
TRIADA

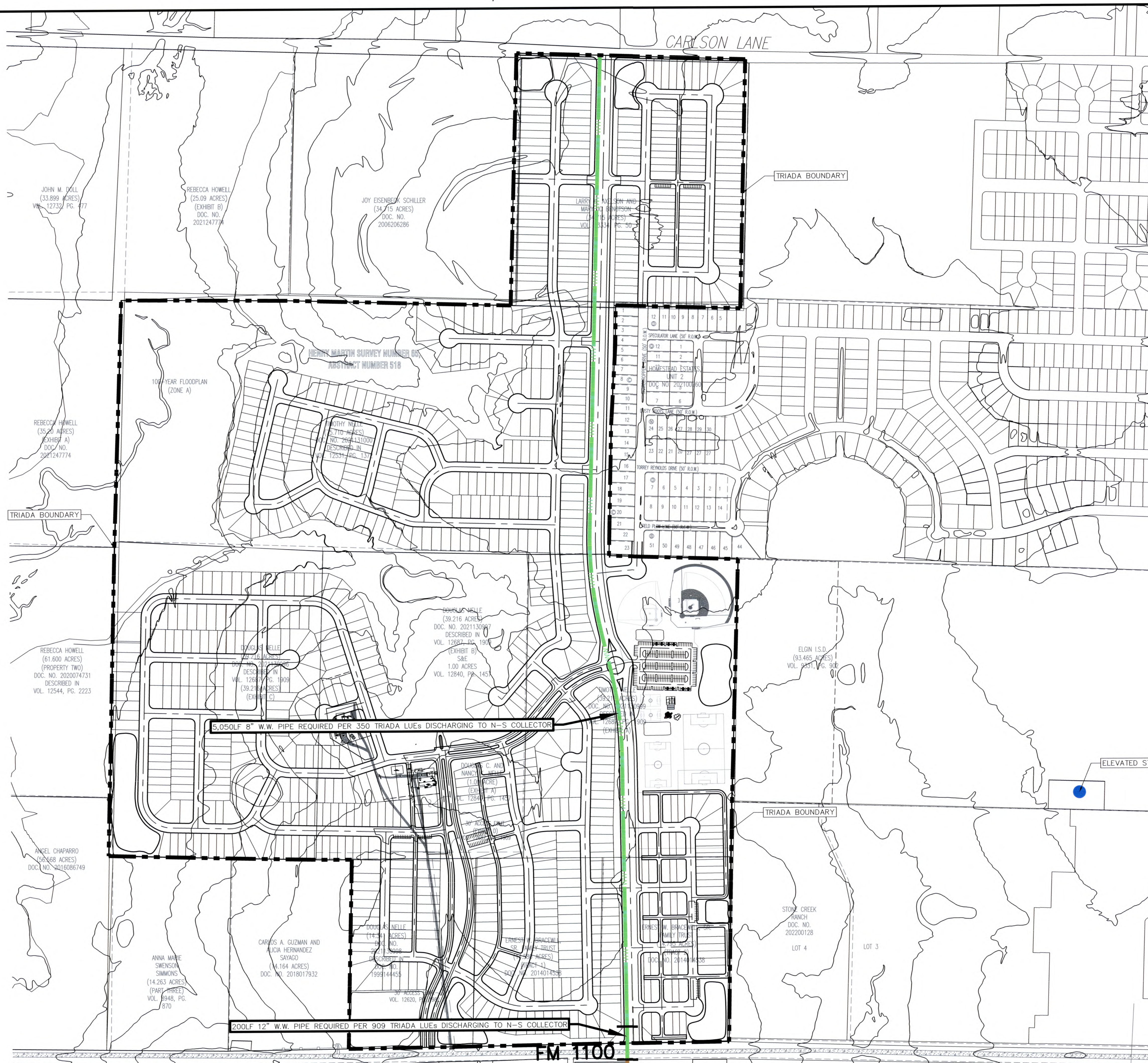


LEGEND

- AQUA CCN
- EXECUTED TRANSFER AREA
- ELGIN CCN
- SUBDIVISIONS
- TRANSFER AREA
- CITY LIMITS

0 500 1000 2000
SCALE : 1" = 1000'

TRC
TRC ENGINEERS, INC.
505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX 78752
T.B.P.E. FIRM REGISTRATION # F-8632
(512) 454 - 8716





November 29, 2023

TRIADA

DEVELOPER'S AGREEMENT WASTEWATER AND WATER CALCULATIONS

CBD NO. 5585

The revised wastewater and water calculations for the Triada Developer's Agreement are below for each respective section. The Section and subsection are shown with the portion revised called out.

3.06 (a): (i) a maximum daily flow rate of 1,214 gallons per minute, (ii) a maximum hourly domestic rate of 2,055 gallons per minute, or peak day fire flow of 3,714 gallons per minute based on 2,500 gallons per minute fire flow to meet emergency fire flow demands

3.09 (c): 0.2227 MGD

3.09 (d): Wastewater Recommendation Memorandum is included.

3.09 (I): However, 0.2227 MGD of capacity in the New WWTP and the equivalent capacity of a 12-inch line will be owned by District or Developer, on behalf of the District, and capacity sufficient to serve the Project shall be irrevocable and permanently reserved for and committed to the Developer, on behalf of the District.

Thank you and if you have any questions, please let me know.

Carlson, Brigrance & Doering, Inc. (F-3791)

Brian R. Kelling Jr., P.E.



November 29, 2023

**Triada
Wastewater Recommendation Memorandum
CBD No. 5585**

Attachments: A – Concept Plan
B – Wastewater Capacity Calculations
C – Offsite Water & Wastewater Service Exhibit
D – Elgin WWTP No. 2 Report by TRC (September 2022)

The following Wastewater Recommendation Memorandum summarizes the wastewater service calculations and exhibits for the proposed Triada development. The calculations are based on the City of Elgin and TCEQ design criteria assumptions and formulas. All calculations are in the preliminary stage and final calculations will be provided at later stages with the construction drawings.

Background:

Triada is a 271.4 acre tract located north of FM 1100 and south of Carlson Lane in the City of Elgin ETJ. There are a proposed 875 single family residential units, a sports complex, amenity park, public safety service site, and open space. A Concept Plan is located in **Attachment A**. A new offsite wastewater main is required to be designed and constructed from the existing City of Elgin wastewater infrastructure built with the Briarwood Development to the south, up to Triada. Wastewater capacity calculations are included in **Attachment B**. **Attachment C** shows the preliminary wastewater service layout from the Briarwood Development through Triada to Carlson Lane.

Wastewater Capacity and Sizing:

Standards and Assumptions Used:

- TCEQ wastewater flow criteria
- 245 gpd of wastewater flow per connection
- Infiltration Rate at 750 gpd per acre
- Design considerations for worst case under peak weather flows

Triada: 271 acres & 909 LUEs
761 gpm PWWF

Proposed 12" pipe @ 0.40% is required to carry 761 gpm at 65% full

See **Attachment B** for calculation details.

Wastewater Treatment Plant Expansion (Pro Rata Cost Share):

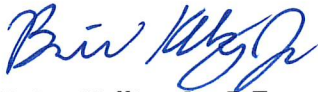
The City of Elgin is proposing construction of a Wastewater Treatment Plant #2 with a treatment capacity of 1.5 MGD. Triada has been determined to have a full build-out overall capacity of 0.2227 MGD and will contribute to the regional Wastewater Treatment Plant #2. A pro rata share of the improvement cost (which equals 14.85%) of the wastewater treatment plant will be paid by Triada, and will be equal to the 0.2227 MGD required by Triada as a percentage of the capacity of the City of Elgin Wastewater Treatment Plant #2.

Summary:

The wastewater calculations and attachments shown in this memorandum are based on the 271 acres and 909 living unit equivalent of the Triada development. TCEQ wastewater flow standards and assumptions were used in the capacity and sizing of the offsite wastewater line. Any changes to the lot count or design at a later date may impact the pro rata share and capacity outlined above and in the calculations.

Thank you and if you have any questions, please feel free to contact me at 512-280-5160 or bkelling@cbdeng.com.

CARLSON, BRIGANCE & DOERING, INC. (F-3791)

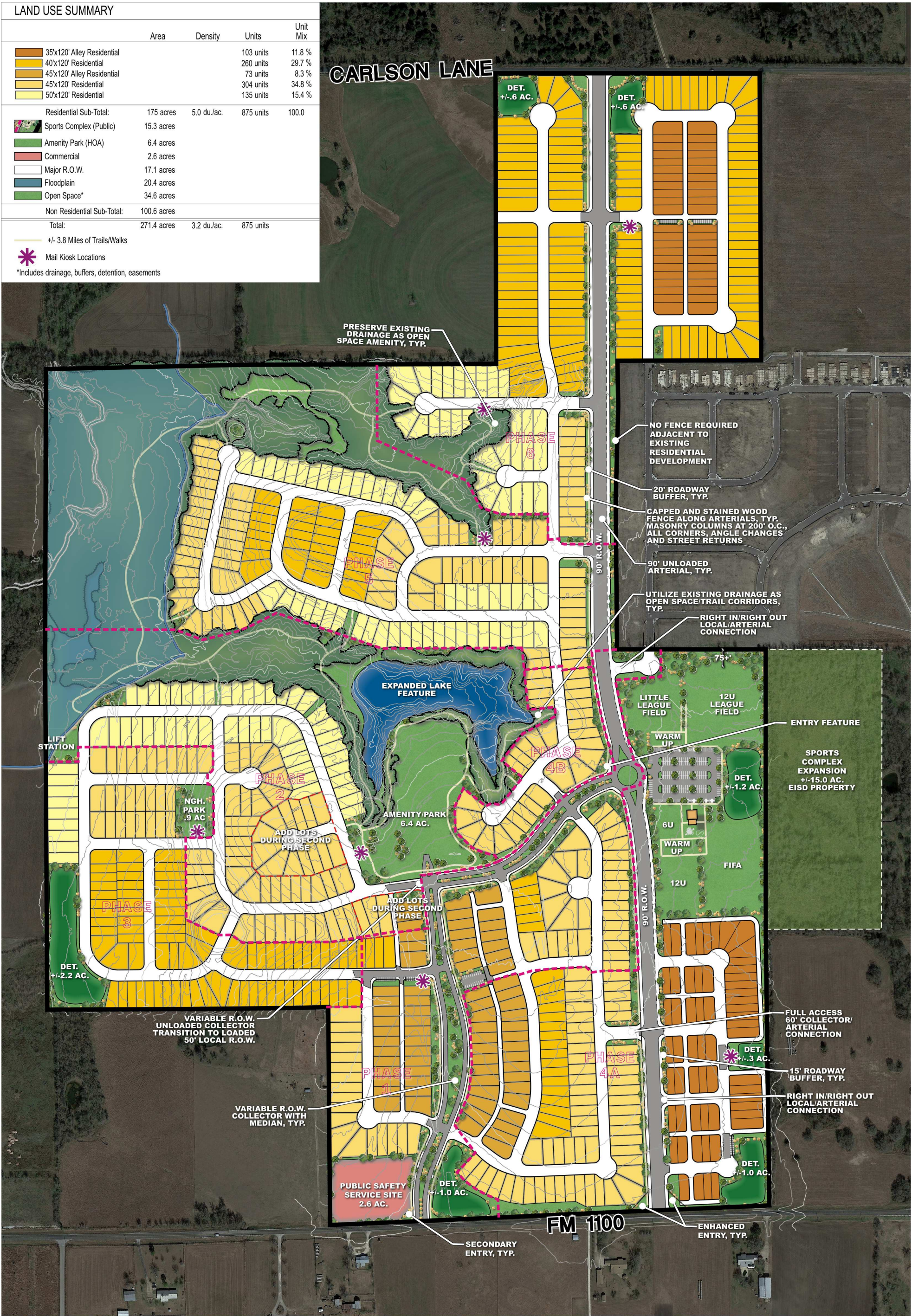
A handwritten signature in blue ink, appearing to read "Brian Kelling Jr.", is positioned above the printed name.

Brian Kelling Jr., P.E.

ATTACHMENT A

Concept Plan

LAND USE SUMMARY				
	Area	Density	Units	Unit Mix
35'x120' Alley Residential			103 units	11.8 %
40'x120' Residential			260 units	29.7 %
45'x120' Alley Residential			73 units	8.3 %
45'x120' Residential			304 units	34.8 %
50'x120' Residential			135 units	15.4 %
Residential Sub-Total:	175 acres	5.0 du./ac.	875 units	100.0
Sports Complex (Public)	15.3 acres			
Amenity Park (HOA)	6.4 acres			
Commercial	2.6 acres			
Major R.O.W.	17.1 acres			
Floodplain	20.4 acres			
Open Space*	34.6 acres			
Non Residential Sub-Total:	100.6 acres			
Total:	271.4 acres	3.2 du./ac.	875 units	
+/- 3.8 Miles of Trails/Walks				
Mail Kiosk Locations				
*Includes drainage, buffers, detention, easements				



0 200' 400' 800'

Scale: 1" = 400'
Date: November 21, 2023

ATTACHMENT B

Wastewater Capacity Calculations

SUMMARY OF DEVELOPMENT LUE CALCULATION:

Single Family Detached Residential:	875 lots =	875 lues
Sports Complex:		15 lues
Amenity Center:		3 lues
Public Safety Service Site: 2.6 acres @ FAR = 0.20 = 22,650 sf. @ 1 lue/1440 sf =		16 lues

TOTAL LUES: **909 lues**

WASTEWATER DEMAND: 909 lues

Average Daily Flow: $909 \text{ lues} \times 245 \text{ gpd/lue} = 222,705 \text{ gpd} = 0.2227 \text{ MGD} = 155 \text{ gpm ADWF}$

Peak Dry Weather Flow = ADWF x Pf (peaking factor) Assume Pf = 4.0

PDWF = $155 \text{ gpm} \times 4.0 = 620 \text{ gpm PDWF}$

Peak Wet Weather Flow = PDWF + Inflow/Infiltration (I/I)

I/I = $750 \text{ gal/day/acre} \times 271 \text{ acres} = 141 \text{ gpm}$

PWWF = $620 \text{ gpm} + 141 \text{ gpm} = 761 \text{ gpm PWWF}$

12" pipe @ 0.40% will carry 761 gpm at 65% full

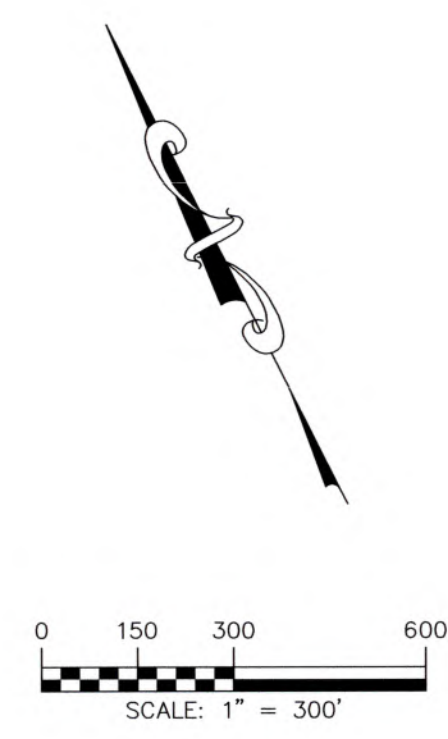
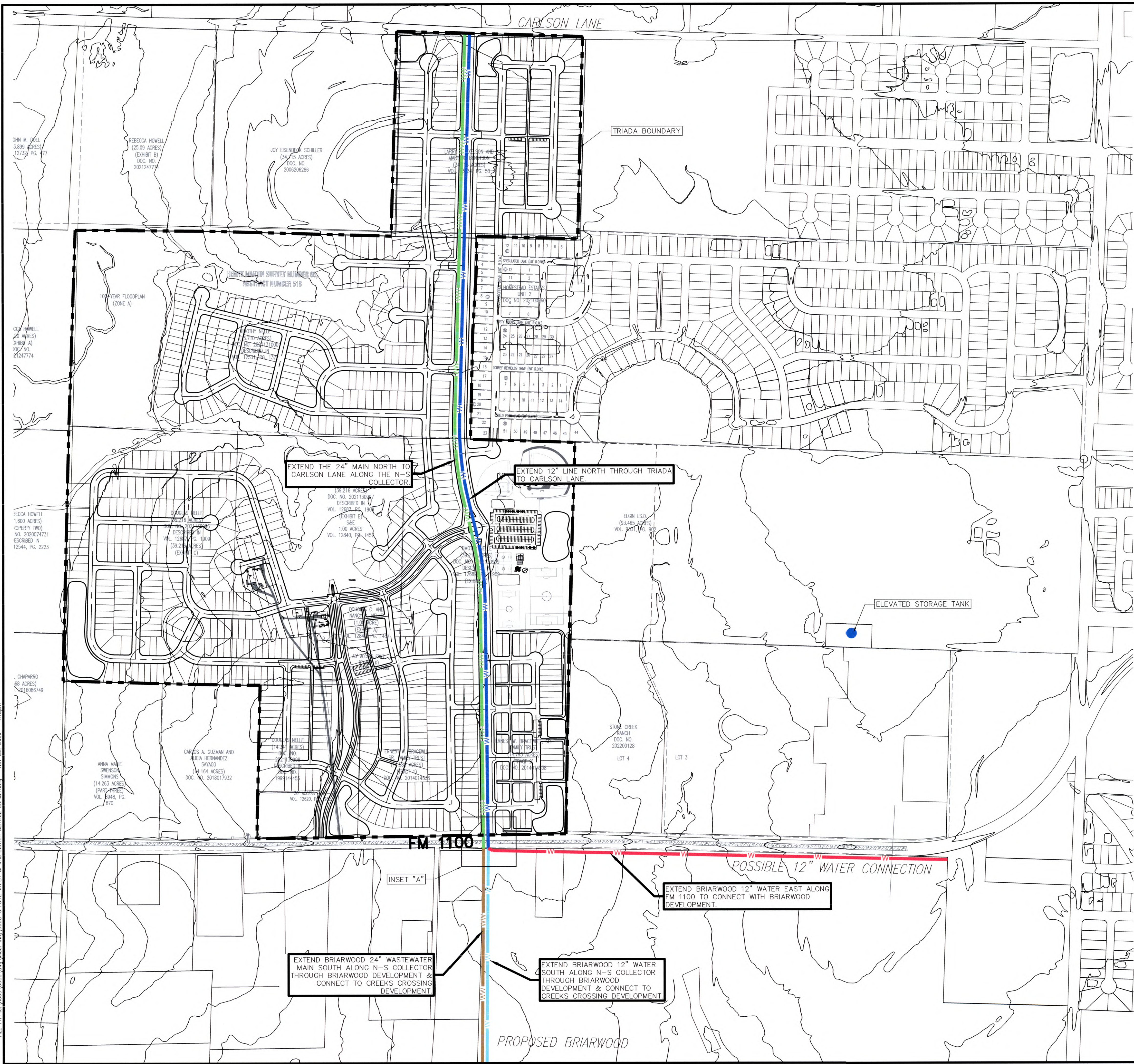


CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

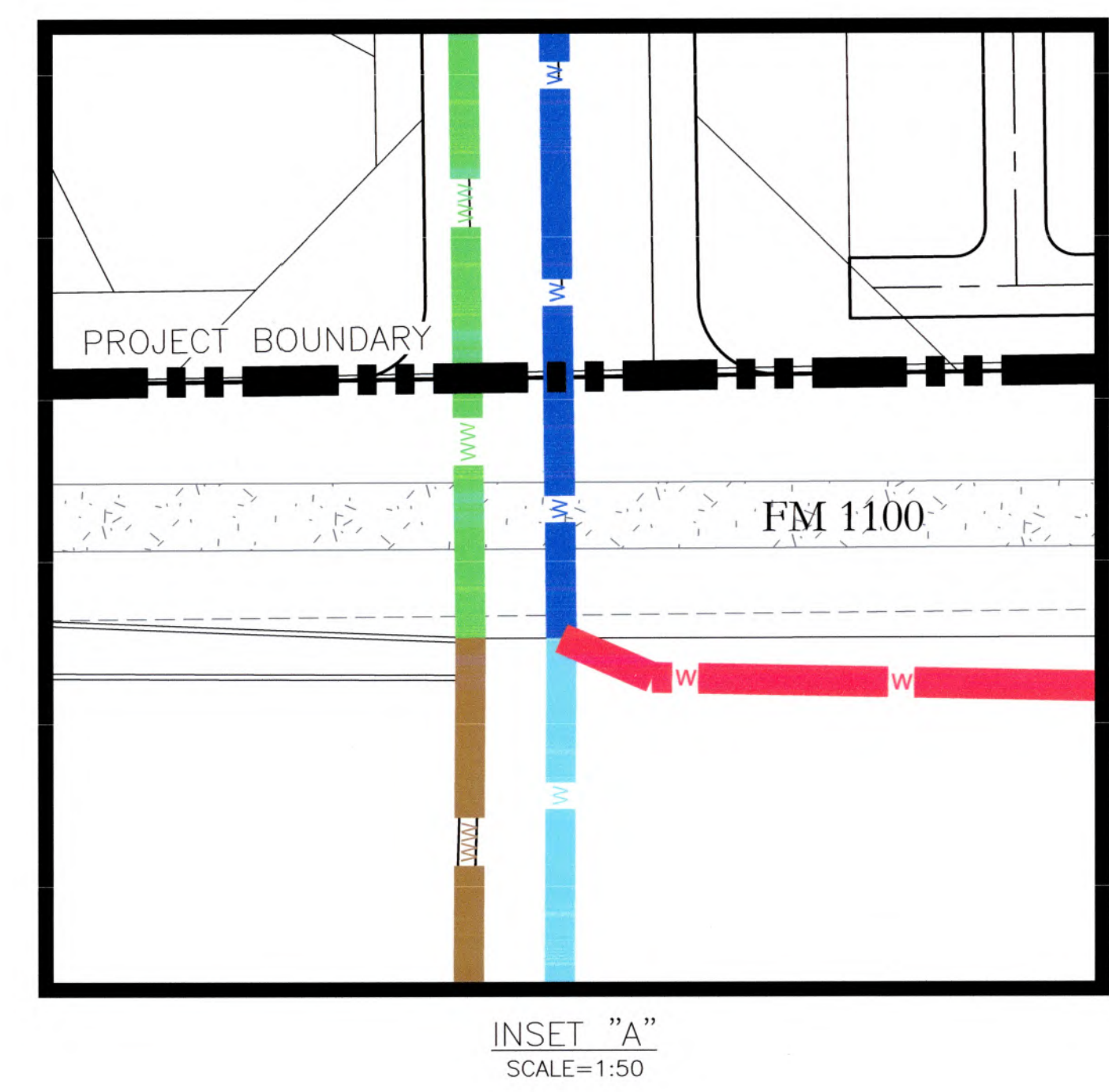
11-29-23

ATTACHMENT C

Offsite Water & Wastewater Service Exhibit



- LEGEND**
- W TRIADA WATER CONNECTION
 - WW TRIADA WASTEWATER CONNECTION
 - W BRIARWOOD WATER CONNECTION
 - W ALTERNATE BRIARWOOD WATER CONNECTION
 - WW BRIARWOOD WASTEWATER CONNECTION



DESIGNED BY: CRB	DRAFTED BY: ASL
DATE	
REVISION	

Carlson, Brigrance & Doering, Inc.	
Civil Engineering	Surveying
FIRM ID #F3791	
North Office	12129 RR 620 N., Ste. 600
Main Office	5501 West William Cannon Dr.
	Arroyo Creek, Texas 75825
	Phone No. (512) 280-5160
	www.cbding.com

SHEET NAME: OFFSITE WATER & WASTEWATER SERVICE EXHIBIT	
JOB NAME: TRIADA	
PROJECT: STREET, DRAINAGE, WATER, & WASTEWATER IMPROVEMENTS	

11-29-23

DATE	NOVEMBER 2023
JOB NUMBER	5585
SHEET	1 OF 1

ATTACHMENT D

Elgin WWTP No. 2 Report by TRC (September 2022)

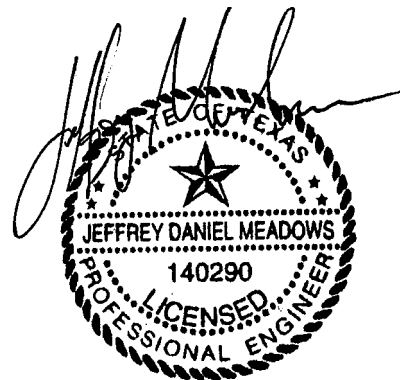


CITY OF ELGIN

WASTEWATER TREATMENT PLANT NO.2

SEPTEMBER 2022

09/07/2022



Prepared By:

TRC Engineering, Inc.

T.B.P.E. Firm No. F-8632

TRC Project No. 486501

TABLE OF CONTENTS

1.0	Introduction.....	1
1.1	Wastewater flows	1
2.0	Willow creek and elm creek watersheds.....	2
3.0	Elm creek watershed	2
3.1	Existing land conditions.....	2
3.2	Existing Sewer Production	3
3.3	Future Production Within CCN	4
3.4	Future Sewer Production Within Entire Watershed	5
3.5	Future Sewer Trunk Line to Serve Elm Creek Watershed	5
3.6	Elm Creek Lift Station	6
3.7	Summary.....	6
4.0	Willow Creek watershed	6
4.1	Existing Land Conditions.....	6
4.2	Existing Sewer Production	7
4.3	Immediate Sewer needs “Brickston Development”	7
4.4	Future Production within CCN.....	7
4.5	Future Production within Entire Watershed	8
4.6	Sewer Trunk Line to Serve Brickston Development.....	8
4.7	Sewer Trunk Line to Serve Willow Creek Watershed.....	9
4.8	Summary.....	9
5.0	Wastewater Treatment Plant.....	10
5.1	Option 1: Plant Sized for Development with Minimal Excess Capacity	10
5.2	Option 2: Plant Sized for Development with Additional Capacity	11
6.0	Conclusions.....	13

APPENDICES

Exhibit A – Watershed & CCN Boundaries

Exhibit B – Development Map & Home Counts

Exhibit C – 1.0 MGD WWTP Layout (Expandable to 3.0 MGD)

Exhibit D – 1.5 MGD WWTP Layout (Expandable to 4.5 MGD)

1.0 INTRODUCTION

The City of Elgin has commissioned TRC Engineers, Inc. (TRC) to prepare an updated Engineering Study regarding the City's future Wastewater Treatment Plant No. 2 (WWTP No. 2). The original study was completed by TRC in 2018 and included flow projections through the year 2043 for both the Elm Creek and Willow Creek Watersheds. This updated report will provide flow projections through the year 2047 using the latest development information from the City. This report will include the following information:

- Future development map.
- Service area determination and map for the plant.
- General location of major sewer collection mains and opinion of probable construction costs.
- Opinion of probable construction costs for a 1.0 MGD and 1.5 MGD treatment plant.

The assumptions made for the purpose of this report are as follows:

- The determination for existing and future flows for the City's WWTP No. 2 is based on Texas Commission on Environmental Quality (TCEQ) "Chapter 217 – Design Criteria for Domestic Wastewater Systems" Section 217.32 (a).
- The sizing for collection mains is based on TCEQ "Chapter 217 – Design Criteria for Domestic Wastewater Systems" Section 217.53.
- The sizing for collection mains is preliminary and only takes into account contour elevations from GIS maps, not actual survey points.
- Sewer collection mains are sized with minimum pipe slope criteria.

The following studies prepared for the City of Elgin are referenced herein:

- *City of Elgin, Water and Wastewater Community Impact Fee – By TRC Engineers, July 2014.* This study provided wastewater design parameters specific to the City of Elgin.
- *City of Elgin, Wastewater Plant No. 2 – By TRC Engineers, December 2018.* This study provided the original flow projections and cost estimates for the WWTP No. 2.

1.1 WASTEWATER FLOWS

The wastewater flows shown in this report are described as "average" and "peak" flows. Average daily flow rates are a measure of the total amount of wastewater generated in a 24-hour period. Peak flow rates are higher than average flows and depict that the majority of wastewater flows happen over a short period of time. TCEQ defines the peak flow for a wastewater treatment plant as the maximum that occurs over a two-hour period for a single day. A peaking factor of 4.0 (times the average flow, which is recommended by TCEQ) was used in this study for all proposed and existing developments. The 4.0 peaking factor generally aligns with the City's wastewater treatment plants.

2.0 WILLOW CREEK AND ELM CREEK WATERSHEDS

Willow Creek and Elm Creek are the two watersheds that drain towards the proposed location of WWTP No. 2 (see **Exhibit A**); these watersheds encompass 24,185 acres of land. The watersheds extend as far as County Road 458 to the north, Littig Road to the south, County Line Road to the east, and FM 1100 to the west. Currently, 15,561 acres within these watersheds are located in the Elgin CCN, of which, 2,147 acres are within the Elgin City Limits. The remaining 8,624 acres (24,185 minus 15,561) are located outside of Elgin's CCN.

The City's CCN gives Elgin the exclusive right to provide retail sewer utility service to this geographical area. Chapter 13 of the Texas Water Code requires a CCN holder provide continuous and adequate service to the area within its CCN boundary.

As seen in **Exhibit A**, Willow Creek Watershed encompasses 13,781 acres and drains into Willow Creek, while Elm Creek Watershed covers 10,404 acres and drains into Elm Creek. These two creeks combine into Wilbarger Creek which ultimately drains to the Colorado River.

3.0 ELM CREEK WATERSHED

3.1 EXISTING LAND CONDITIONS

The Elm Creek watershed study area has approximately 10,404 acres, of which, 8,836 acres are located within the Elgin Sewer CCN and 2,147 acres are within the City limits. Table 3.1 below provides a description of the area and zoning within the City limits, CCN, and outside the CCN but within the watershed. The provided zones are for reference only; future reports may opt to calculate flow parameters based on zone approximations. The current report uses actual field data to calculate existing wastewater flows (see Section 3.2).

Table 3.1
Elm Creek Watershed

Description	Zoned	Area (acres)
Within City Limits	(R-1) Single Family	380
	(R-3) Single Family, Duplex & Mobile	563
	(PDD) Planned Development District	558
	(A) Multifamily	108
	(C-1) Neighborhood Shopping Dist.	4
	(C-2) General Commercial District	17
	(C-3) Highway Industrial	515
	(I) Industrial	2
Total within City Limits		2,147
Within CCN but outside City Limits	Not Zoned	6,689
Total in Elgin's CCN		8,836
Within Watershed and out of CCN	Not Zoned	1,568
Elm Creek Watershed Total		10,404

The Elm Creek study area includes the areas listed in the above table.

3.2 EXISTING SEWER PRODUCTION

The existing Elm Creek Lift Station receives flows from the Travis County Municipal Utility District 14 (TCMUD 14) and the portion of the City of Elgin (2,147 acres) located within Elm Creek watershed. Based on conversations with City staff in July 2022, the lift station receives flows between 8 to 12 million gallons per month or approximately 267,000 to 400,000 gallons per day. The flow information is based on estimates from the City and is not representative of any flow meter readings.

Table 3.2
Flows Entering Elm Creek Lift Station

Average Flow		Peak Flow (GPM) ⁽²⁾
(gallons/day) ⁽¹⁾	(GPM)	
330,000	230	920

⁽¹⁾Determined by the given monthly flow rate from the City averaging 10 MG/month.

⁽²⁾Represents four times the average flow.

3.3 FUTURE PRODUCTION WITHIN CCN

Future production within the Elm Creek watershed is likely to come from proposed housing developments that will be constructed over the next 5-25 years. A map of all proposed and under construction developments is provided in **Appendix B**. The estimated flows from all of these new developments are shown in Table 3.3. It is assumed that all developments shown in **Appendix B** will fall within the Elm Creek Watershed except for Brickston, Trinity Ranch, and Burleson Creek Estates. Brickston will drain towards the Willow Creek Watershed while Trinity Ranch and Burleson Creek Estates will drain towards the existing WWTP No. 1.

Table 3.3
Proposed & Under Construction Developments Within Elm Creek Watershed

Development	People per Household ⁽¹⁾	Approx. Residential Units	Flow per Residential Unit (GPD) ⁽²⁾	Average Flow (MGD)	Peak Flow (MGD)
Subdivisions Under Construction					
Harvest Ridge	2.46	1171	246	0.288	1.152
MUD 14		1108		0.273	1.090
Total		2279		0.561	2.242
Proposed Subdivisions & Developments					
Cano	2.46	8	246	0.002	0.008
Creek's Crossing		287		0.071	0.282
Eagles Landing Phase 3 & 4		215		0.053	0.212
Eagle's Landing Phase 5		215		0.053	0.212
Larson Tract		840		0.207	0.827
Briarwood		774		0.190	0.762
Lund Farms				2000	
Poth Tract		106		0.026	0.104
Northside Meadows		229		0.056	0.225
Stone Creek Ranch		407		0.100	0.400
Total		5110		1.250	5.00
Combined Total		7389		1.811	7.242

⁽¹⁾ From Impact Fee Study.

⁽²⁾ People per home times avg. production of 100 gallons per person per day.

Currently, four pipes discharge into the existing Elm Creek Lift Station; two 6" force mains, one 24" gravity main and one 12" gravity main. The combined capacity of these pipes is approximately 5,722 GPM (8.24 MGD), which is greater than the 7.2 mgd peak flow shown in Table 3.3.

3.4 FUTURE SEWER PRODUCTION WITHIN ENTIRE WATERSHED

In addition to the proposed developments, TRC assumed an additional 25% of residential units would be built within the Elm Creek Watershed to anticipate future development over the next 25 years. Table 3.4 shows the projected wastewater production for the year 2047 within the entire Elm Creek Watershed.

Table 3.4
Elm Creek Entire Watershed Year 2047

Approx. Residential Units	Flow per Residential Unit GPD ⁽¹⁾	Average Flow (MGD)	Peak Flow (MGD)
9,236	246	2.27	9.09

⁽¹⁾ 2.46 People per home times avg. waste of 100 gallons per person per day.

3.5 FUTURE SEWER TRUNK LINE TO SERVE ELM CREEK WATERSHED

Based on results from Sections 3.3 and 3.4 above, a 36" sewer trunk line would be sufficient to gravity flow the Elm Creek CCN area (Peak Flow 7.24 MGD) or the Elm Creek entire watershed (Peak Flow 9.09 MGD). This line would follow the existing low-level areas of Elm Creek and would extend from the existing Elm Creek Lift Station to the proposed WWTP No. 2 site. Table 3.5 provides the probable construction cost for the 36" pipe.

Table 3.5
Opinion of Probable Construction Cost for 36" Trunk Line

Description	Unit	Quantity	Unit Cost	Subtotal
36" Sewer Main	LF	22,423	\$360	\$8,073,000
Manholes	EA	45	\$10,000	\$450,000
Connect to Ex. Pump Station	LS	1	\$15,000	\$15,000
OSHA Trench Protection	LF	22,423	\$2	\$45,000
Video Sanitary Sewer	LF	22,423	\$3	\$68,000
SWPPP	LS	1	\$30,000	\$30,000
Land Acquisition (20' Easement)	AC	10.3	\$20,000	\$206,000
Subtotal				\$8,887,000
Engineering and Contingency (30%)				\$2,667,000
Total				\$11,554,000

3.6 ELM CREEK LIFT STATION

The Elm Creek Lift Station currently receives wastewater flows generated within the Elm Creek watershed, as shown on **Exhibit A**, and pumps the flow to the existing wastewater treatment plant. The use of this station will play an important role in determining how wastewater flow production is split between the Elm Creek drainage basin and the remaining part of the City's Little Sandy Creek watershed, which gravity feeds into the existing wastewater treatment plant.

Based on field measurements performed by City and TRC personnel, the existing pumping units have capacities of 685 GPM, 620 GPM and 627 GPM, which equates to a firm station capacity (with single largest unit out of service) of 1,247 GPM (1.80 MGD). As previously stated, the lift station currently pumps approximately 330,000 gallons per day on an average daily basis.

From the lift station, the wastewater is pumped through a 16" force main to the existing wastewater treatment plant. Using a maximum pipeline velocity of 6 feet per second, the pipeline has a maximum capacity of approximately 3,744 GPM (5.39 MGD).

When the Wastewater Plant No. 2 is constructed and as additional growth occurs within the City's CCN, City Staff will want to monitor flows at each plant and determine if the flows from the lift station should be diverted away from the existing plant and sent to Plant No. 2. It may be that only a fraction of the flow is diverted, depending on how much growth occurs within the City's current sewer collection system versus that which occurs within the Willow and Elm Creek Watersheds.

3.7 SUMMARY

As described in Sections 3.3 and 3.4, this watershed is expected to experience significant growth within the next 25 years, especially within the CCN area, since it is close to the City of Elgin city limits and amenities. TRC provided an opinion of probable cost for a 36" trunk line (\$11,554,000) to gravity flow from the existing Elm Creek Lift Station to the proposed WWTP No. 2. The exiting wastewater treatment plant is scheduled for updates and expansion with additional capacity for another 1.0 MGD.

4.0 WILLOW CREEK WATERSHED

4.1 EXISTING LAND CONDITIONS

The Willow Creek Watershed study area covers approximately 13,781 acres, of which 6,725 acres are located within the Elgin Sewer CCN. Table 4.1 provides a description of the area and zoning within the watershed. The provided zones are for reference only; future reports may opt to calculate flow parameters based on zone approximations.

Table 4.1
Willow Creek Watershed

Description	Zoned	Area (acres)
Total in Elgin's CCN	Not Zoned	6,725
Within Watershed and out of CCN	Not Zoned	7,056
Elm Creek Watershed Total		13,781

4.2 EXISTING SEWER PRODUCTION

Currently, there is no wastewater service to this area. The existing sanitary sewer needs are handled with on-site septic tanks. The amount of wastewater flow served by existing on-site septic systems is unknown and is not part of this study.

4.3 IMMEDIATE SEWER NEEDS “BRICKSTON DEVELOPMENT”

Brickston is a proposed 675-acre development that is set to start construction in the near future. The development will bring 2,600 living unit equivalents (LUEs) to the area (see attached **Exhibit B** for approximate location). This development is currently under negotiations with the City for disposing sewer flows into the new WWTP No. 2. Table 4.2 shows the projected wastewater production from the planned development.

Table 4.2
Brickston Development

Zoning	People per Household ⁽¹⁾	Approx. Residential Units ⁽³⁾	LUE Conversion ⁽⁴⁾	Flow/LUE ⁽²⁾ (GPD)	Average Flow (MGD)	Peak Flow (MGD)
Single Family	2.46	1909	1	246	0.47	1.88
Multifamily	1.23	476	0.5	246	0.058	0.232
Duplex	1.72	112	.7	246	.019	.076
Elem. Schools	-	1	15	246	.0037	.015
EMS/Amenity Site	-	1	10	246	.0025	.01
Commercial		4.37	80	246	.086	.08
				TOTAL	0.64	2.56

⁽¹⁾ From Impact Fee Study

⁽²⁾ People per home times avg. waste of 100 gallons per person per day

⁽³⁾ From preliminary Brickston Development Plans

⁽⁴⁾ Travis County recommended values

4.4 FUTURE PRODUCTION WITHIN CCN

TRC assumed 20% of the total agricultural areas would become developed residential areas, to anticipate future development in the next 25 years within the CCN of Willow Creek watershed. This was determined by looking at actual properties that are likely to be developed, on an assumed population growth of 8% per year, and on a density of 0.3 people per acre. Table 4.3 shows the projected wastewater production for the year 2047.

Table 4.3
Willow Creek (CCN Area) year 2047

Projected Population⁽⁴⁾	People per Household⁽¹⁾	Approx. Residential Units	Flow per Residential Unity GPD⁽³⁾	Average Flow (MGD)	Peak Flow (MGD)
13,813	2.46	5,615	246	1.38	5.52

(1) From Impact Fee Study.

(2) Assumed 4 residential units per acre.

(3) People per home times avg. waste of 100 gallons per person per day.

(4) Population determined by 8% growth/yr. of current population for the next 25 years.

4.5 FUTURE PRODUCTION WITHIN ENTIRE WATERSHED

TRC assumed 20% of the total agricultural areas would become developed residential areas, to anticipate future development in the next 25 years within Willow Creek watershed. This was determined by looking at actual properties that are likely to be developed, on an assumed population growth of 8% per year, and on a density of 0.3 people per acre. Table 4.4 shows the projected wastewater production for the year 2047.

Table 4.4
Willow Creek Entire watershed year 2047

Projected Population⁽⁴⁾	People per Household⁽¹⁾	Approx. Residential Units	Flow per Residential GPD⁽³⁾	Average Flow (MGD)	Peak Flow (MGD)
28,311	2.46	11,508	246	2.38	11.32

(1) From Impact Fee Study.

(2) Assumed 4 residential units per acre.

(3) People per home times avg. waste of 100 gallons per person per day.

(4) Population determined by 8% growth/yr. of current population for the next 25 years.

4.6 SEWER TRUNK LINE TO SERVE BRICKSTON DEVELOPMENT

To serve only the Brickston Development, a 21" trunk line would be required. This line would follow the existing low-level areas of Willow Creek and would extend from US 290 to the proposed WWTP No. 2 site.

Table 4.5
21" Trunk Line Opinion of Probable Construction Cost

Description	Unit	Quantity	Unit Cost	Subtotal
21" Sewer Main	LF	11,980	\$190	\$2,277,000
Manholes	EA	30	\$10,000	\$300,000
US 290 Bore	LS	1	\$200,000	\$200,000
OSHA Trench Protection	LF	11,980	\$2	\$24,000
Video Sanitary Sewer	LF	11,980	\$3	\$36,000
SWPPP	LS	1	\$30,000	\$30,000
Land Acquisition (20' Easement)	AC	5.5	\$20,000	\$110,000
Subtotal				\$2,977,000
Engineering and Contingency (30%)				\$894,000
Total				\$3,871,000

4.7 SEWER TRUNK LINE TO SERVE WILLOW CREEK WATERSHED

Based on results from Sections 4.4 and 4.5 a 27" sewer trunk line would be sufficient to gravity flow the Willow Creek CCN area (Peak Flow 5.52 MGD), and a 36" sewer trunk line would have capacity for the Willow Creek entire watershed (Peak Flow 11.32 MGD). At present time, TRC recommends focusing/serving the developments within the CCN; this is a requirement of Chapter 13 of the Texas Water Code. The smaller 27" trunk line would connect the CCN area within the watershed to the future WWTP No. 2. This line would follow the existing low-level areas of Willow Creek and would extend from US 290 to the proposed WWTP No. 2 site.

Table 4.6
27" Trunk Line Opinion of Probable Construction Cost

Description	Unit	Quantity	Unit Cost	Subtotal
27" Sewer Main	LF	11,980	\$280	\$3,355,000
Manholes	EA	30	\$10,000	\$300,000
US 290 Bore	LS	1	\$225,000	\$225,000
OSHA Trench Protection	LF	11,980	\$2	\$24,000
Video Sanitary Sewer	LF	11,980	\$3	\$36,000
SWPPP	LS	1	\$30,000	\$30,000
Land Acquisition (20' Easement)	AC	5.5	\$20,000	\$110,000
Subtotal				\$4,080,000
Engineering and Contingency (30%)				\$1,224,000
Total				\$5,304,000

4.8 SUMMARY

As described in Sections 4.4 and 4.5, this watershed is expected to experience significant growth within the next 25 years, especially within the CCN area, since it is close to US 290 highway and Elgin city limits and its amenities. TRC provided an opinion of probable cost for an 21" trunk line (\$3,871,000) to gravity flow from the future Brickston

Development to the proposed WWTP No. 2; TRC also provided an opinion of probable cost for a 27" trunk line (\$5,304,000) from US 290 highway to the future WWTP No. 2. TRC considers the 27" trunk line the desirable construction option since it can accommodate future development in the area for decades to come.

5.0 WASTEWATER TREATMENT PLANT

This section discusses the construction of a new wastewater treatment plant to treat wastewater flows produced within the Elm Creek and Willow Creek drainage basins shown on **Exhibit A**. Two options are presented for the treatment plant size: Option 1 consists of the plant being sized to treat primarily only the needs of the Brickston development, with minimal excess capacity for future development, while Option 2 consists of the plant being sized to treat the Brickston Development flows plus additional future flows developed within the drainage basins. The two options are discussed further below.

The new plant would be located in the southern portion of the drainage basins to allow wastewater production to be transported through the sewer collection system by gravity to the lowest ground elevation within the basins as shown on **Exhibit A**. A raw sewage pump station would be provided to receive the wastewater from the collection system and pump it into the above-ground plant structures. The pump station would be located near the vicinity of the plant site or within the site depending on ground topography.

The proposed plant would be expected to have the same effluent criteria parameters (as determined by TCEQ) to that of the City's existing wastewater treatment plant and would have similar plant components including a raw sewage pump station, influent screening, aeration basins, final clarifier basins, disinfection, tertiary filtration, sludge handling and chemical feed. A small operations/electrical building would be included.

5.1 OPTION 1: PLANT SIZED FOR DEVELOPMENT WITH MINIMAL EXCESS CAPACITY

As previously discussed, the anticipated average daily flow from the Brickston Development is 0.64 MGD upon total build-out. It is recommended that a plant capacity of 1.0 MGD be used to allow for some additional growth and to make it more easily expandable (assuming Option 2 is not the selected option). Note the following:

- If Option 1 is selected, the plant site can be expanded in the future as other drainage basin development occurs.
- Depending on how long it takes for the Brickston Development to build out, the Option 1 plant could treat flows produced from other developed areas within the drainage basin, but receipt of flows other than from Brickston would require the plant expansion to occur sooner than anticipated.

As shown in Table 5.1 below, the opinion of probable construction cost for a 1,000,000 gal/day wastewater treatment plant as described herein is \$26,379,000, which includes 30% for engineering and contingency.

Table 5.1
1.0 MGD Wastewater Treatment plant
Opinion of Probable Construction Cost

Description	Total
Site Work and Drainage	\$354,000
Raw Sewage Lift Station	\$1,416,000
Screenings Channel	\$354,000
Aeration Basins	\$826,000
Blowers	\$413,000
Clarifier Flow Split	\$142,000
Final Clarifiers	\$1,416,000
Chlorine Basins Flow Split	\$71,000
Site Work and Drainage	\$450,000
Raw Sewage LS	\$1,798,000
Screenings Channel	\$450,000
Aeration Basins	\$1,049,000
Blowers	\$525,000
Clarifier Flow Split	\$180,000
Final Clarifiers	\$1,798,000
Chlorine Basins Flow Split	\$90,000
Chlorine Basins	\$375,000
Tertiary Filters and NPW	\$1,498,000
Sludge Thickener	\$600,000
Aerobic Digesters (2)	\$899,000
Sludge Dewatering	\$2,247,000
Chemical Feed Building	\$525,000
Effluent Flow Metering Box	\$90,000
Yard Piping	\$450,000
Operations Building	\$450,000
Outfall Structure	\$150,000
Electrical	\$2,247,000
Subtotal	\$15,871,000
Contractor P/OH (15%)	\$2,381,000
Contractor Bonds/Insurance/Mobilization (8%)	\$1,269,700
Total Construction	\$19,522,000
Engineering & Contingency (30%)	\$5,587,000
Land Acquisition	\$1,000,000
Project Total	\$26,379,000

5.2 OPTION 2: PLANT SIZED FOR DEVELOPMENT WITH ADDITIONAL CAPACITY

For this option, the new plant would be sized to treat the wastewater flow produced from the Brickston development and provide additional capacity for future development within

the two drainage basins as shown on **Exhibit A**. This option is provided for consideration because there are “economies of scale” associated with building a larger plant.

Consideration should be given to constructing a plant larger than what is required for the Brickston development because additional development will occur within the combined 15,561-acre drainage basins (area within City's current CCN). Drawings for planned developments within the two drainage basins currently total 7,389 living units equating to a wastewater flow production of 1.81 MGD (average daily flow).

As described in Sections 3.4 and 4.5 herein, the drainage basin total buildout could produce as much as 4.65 MGD of wastewater flow. It's not reasonable to presume this amount of growth would occur within a time frame that the capacity of a new treatment plant should be contemplated to handle this much flow. Thus, a determination must be made as to what plant flow should be considered to handle the planned development and allow for reasonably-expected growth.

One likely scenario would be to construct a plant with an average daily capacity of 1.50 MGD, providing an excess capacity of 0.86 MGD above that required by the development. This amount of excess capacity equates to approximately 3,496 additional single-family units for a total of 6,096 units that could be served by the plant. The plant could then be expanded in 1.50 MGD increments.

The opinion of probable construction cost for a 1.50 MGD wastewater treatment plant as described herein is \$31,869,000. Table 5.2 provides a cost breakdown.

Table 5.2
1.50 MGD Wastewater Treatment plant
Opinion of Probable Construction Cost

Description	Total
Site Work and Drainage	\$521,000
Raw Sewage Lift Station	\$2,084,000
Screenings Channel	\$456,000
Aeration Basins	\$1,628,000
Blowers	\$782,000
Clarifier Flow Split	\$157,000
Final Clarifiers	\$2,279,000
Chlorine Basins Flow Split	\$79,000
Chlorine Basins	\$587,000
Tertiary Filters and NPW	\$1,693,000
Sludge Thickener	\$600,000
Aerobic Digesters (2)	\$1,368,000
Sludge Dewatering	\$2,247,000
Chemical Feed Building	\$587,000
Effluent Flow Metering Box	\$105,000
Yard Piping	\$652,000

Table 5.2
1.50 MGD Wastewater Treatment plant
Opinion of Probable Construction Cost

Description	Total
Operations Building	\$450,000
Outfall Structure	\$163,000
Electrical	\$2,866,000
Subtotal	\$19,304,000
Contractor P/OH (15%)	\$2,896,000
Contractor Bonds/Insurance/Mobilization (8%)	\$1,545,000
Total Construction	\$23,745,000
Engineering & Contingency (15%)	\$7,124,000
Land Acquisition	\$1,000,000
Project Total	\$31,869,000

6.0 CONCLUSIONS

The City of Elgin could experience considerable growth in the near future as both Elm Creek and Willow Creek watersheds are expected to receive multiple large developments to satisfy the existing housing demand. Currently, the Willow Creek watershed has Brickston Development set to begin construction in the near future; this development alone may bring up to 7,000 new residents to the area. In addition, there are multiple residential developments planned in the Elm Creek watershed, which are mostly located along County Line Rd. and US 290. TRC has examined multiple construction scenarios to satisfy the projected demands, as summarized in Table 6.1:

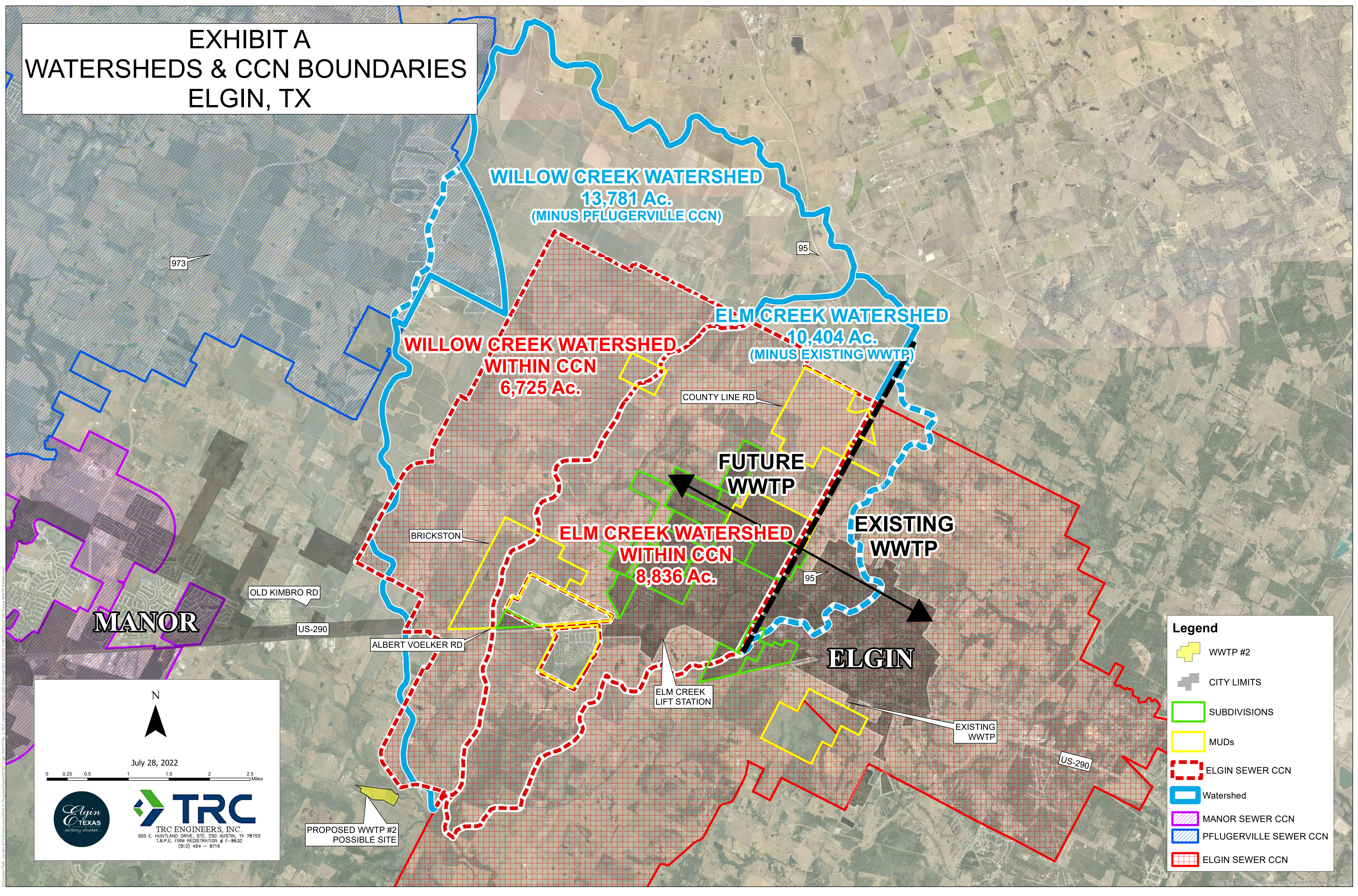
Table 6.1
Construction Scenarios to Satisfy Wastewater Projections

Description	Subtotal
OPTION 1 (Serves Brickston with Minimal Excess Capacity)	
1.0 MGD Wastewater Treatment Plant	\$25,814,000
21" Trunk Line from Brickston	\$3,871,000
Total	\$30,250,000
OPTION 2 (Serves Additional Future Development)	
1.50 MGD Wastewater Treatment Plant	\$31,195,000
27" Trunk Line from US 290 WWTP No. 2	\$5,304,000
Total	\$37,173,000
36" Trunk Main to Relieve Elm Creek Lift Station	\$11,554,000

From the above options, TRC recommends Option 2 to the City of Elgin. Option 2 provides the City with the additional capacity needed to handle the exponential growth that will result from all of the planned developments.

Exhibit A

EXHIBIT A
WATERSHEDS & CCN BOUNDARIES
ELGIN, TX



Legend

- WWTP #2
- CITY LIMITS
- SUBDIVISIONS
- MUDs
- ELGIN SEWER CCN
- Watershed
- MANOR SEWER CCN
- PFLUGERVILLE SEWER CCN
- ELGIN SEWER CCN

July 28, 2022

0 0.25 0.5 1 1.5 2 2.5 Miles

Elgin TEXAS
perfectly situated.

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TRC ENGINEERS, INC.
505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX 78752
T.B.P.E. FIRM REGISTRATION # F-8632
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Exhibit B

EXHIBIT B RESIDENTIAL DEVELOPMENTS AND LOTS ELGIN, TX

WILLOW CREEK WATERSHED
13,781 Ac.

ELM CREEK WATERSHED
10,404 Ac.

Legend

BUILT OUT SUBDIVISIONS & DEVELOPMENTS

COUNTY LINE.....	683 LOTS
CRESCENT VILLAGE APARTMENTS.....	152 UNITS
ELGIN MEADOWS.....	92 LOTS
MUD 14 PHASE 1.....	683 LOTS
SARATOGA FARMS.....	257 LOTS
SHENANDOAH.....	375 LOTS
WESTWIND.....	321 LOTS

NEW SUBDIVISIONS & DEVELOPMENTS

PEPPERGRASS.....	272 LOTS
HOMESTEAD UNITS 1 & 2.....	475 LOTS
ELGIN ROLLING MEADOWS.....	21 LOTS
EAGLE'S LANDING PHASE 1 & 2.....	275 LOTS

SUBDIVISIONS UNDER CONSTRUCTION

HARVEST RIDGE.....	1171 LOTS
MUD 14.....	1108 LOTS
TRINITY RANCH.....	1716 LOTS

PROPOSED SUBDIVISIONS & DEVELOPMENTS

BRICKSTON.....	2,021 LOTS & 476 UNITS**
BURLESON CREEK ESTATES.....	29 LOTS
CANO.....	8 LOTS
CREEKS CROSSING.....	287 LOTS
EAGLE'S LANDING PHASE 3 & 4.....	215 LOTS
EAGLES LANDING PHASE 5.....	215 LOTS
LARSON TRACT.....	840 LOTS
BRIARWOOD.....	774 LOTS
LUND FARMS.....	2,000 LOTS*
POTH TRACT.....	106 LOTS
RAILHEAD.....	229 LOTS
STONE CREEK RANCH.....	407 UNITS

WATERSHED

* ESTIMATED BY DEVELOPERS

** DEVELOPMENT AGREEMENT

N

July 28, 2022

0 0.25 0.5 1 1.5 Miles



Elgin
TEXAS
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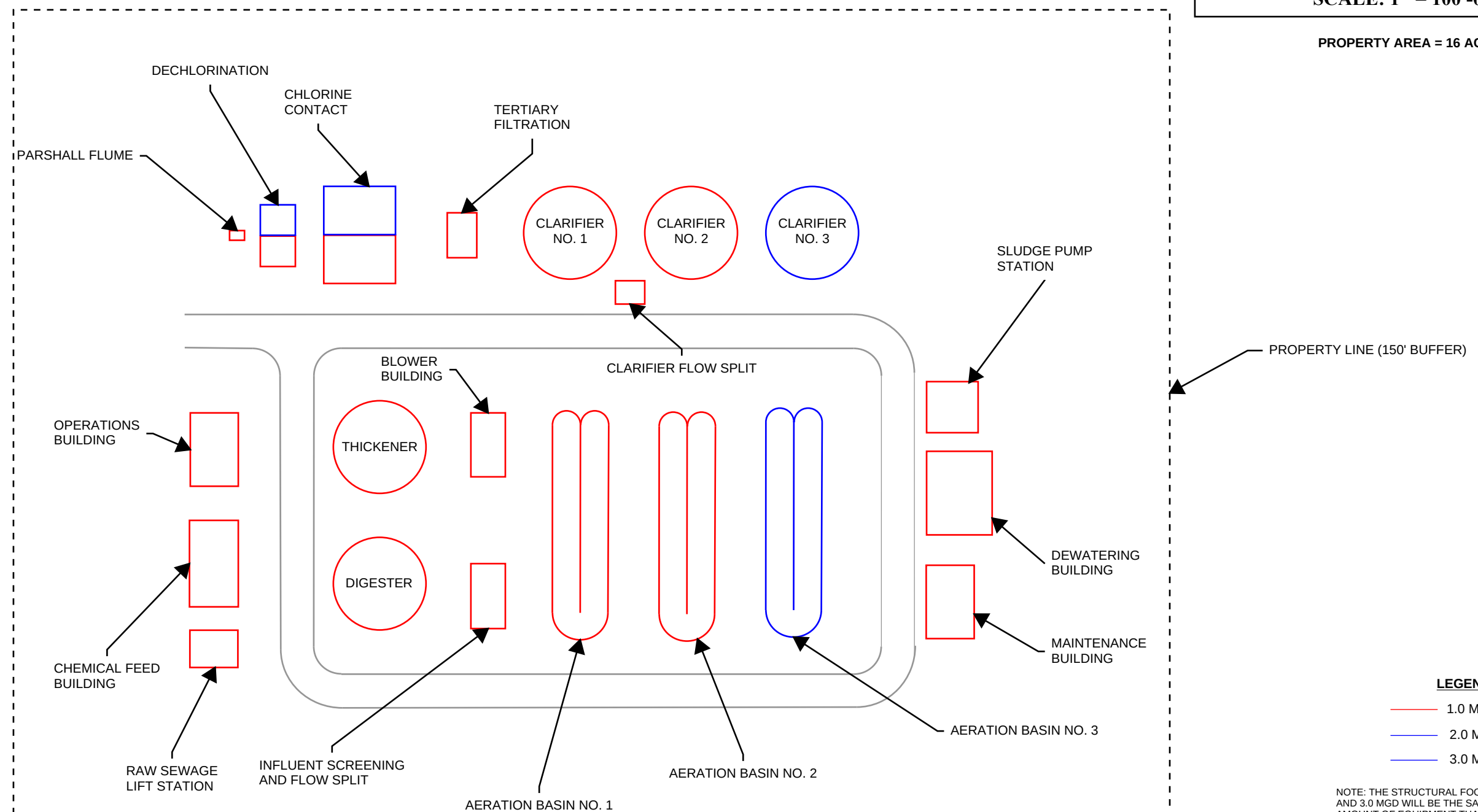
\\austin-fs1\Infrastructure\Work in Progress\Elgin\497327 Elgin WWTF No. 2 PER Update\500 CAD-GIS Drawings\502 GIS\502_3.MXD(2022-07-28) ELGIN SUBDIVISIONS 2x4x36.mxd

Source: Aerial, Mapbox, Bing, Esri, and other GIS User Community

Exhibit C

EXHIBIT C
CITY OF ELGIN
WASTEWATER TREATMENT PLANT NO. 2
1.0 MGD (BUILDOUT TO 3.0 MGD)
SCALE: 1" = 100'-0"

PROPERTY AREA = 16 ACRES



LEGEND

- 1.0 MGD
- 2.0 MGD
- 3.0 MGD

NOTE: THE STRUCTURAL FOOTPRINTS OF 2.0 MGD AND 3.0 MGD WILL BE THE SAME, HOWEVER, THE AMOUNT OF EQUIPMENT THAT WILL BE INSTALLED WILL BE LESS FOR 2.0 MGD THAN FOR 3.0 MGD.

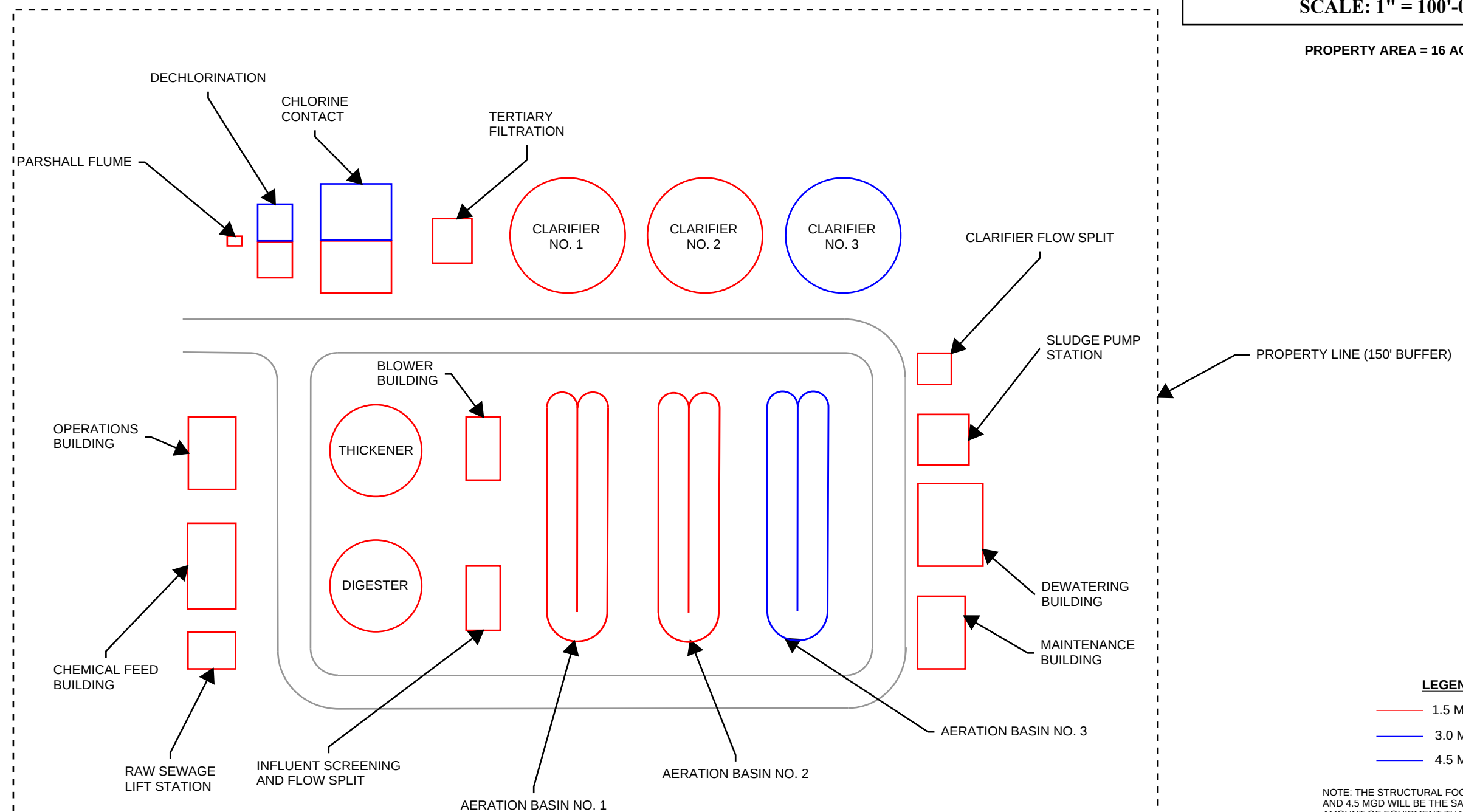


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Exhibit D

EXHIBIT D
CITY OF ELGIN
WASTEWATER TREATMENT PLANT NO. 2
1.5 MGD (BUILDOUT TO 4.5 MGD)
SCALE: 1" = 100'-0"

PROPERTY AREA = 16 ACRES



LEGEND

- 1.5 MGD
- 3.0 MGD
- 4.5 MGD

NOTE: THE STRUCTURAL FOOTPRINTS OF 3.0 MGD AND 4.5 MGD WILL BE THE SAME, HOWEVER, THE AMOUNT OF EQUIPMENT THAT WILL BE INSTALLED WILL BE LESS FOR 3.0 MGD THAN FOR 4.5 MGD.



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**TRIADA
WATER AND WASTEWATER SERVICE CALCULATION**

SUMMARY OF DEVELOPMENT LUE CALCULATION:

Single Family Detached Residential:	875 lots =	875 lues
Sports Complex:		15 lues
Amenity Center:		3 lues
Public Safety Service Site: 2.6 acres @ FAR = 0.20 = 22,650 sf. @ 1 lue/1440 sf =		16 lues
Irrigation (Water Only):		25 lues
TOTAL LUES:		934 lues

WATER DEMAND: 934 lues

Domestic Flow:

Peak Day Flow = 1.3 gpm/lue = 934 lues x 1.3 gpm/lue = 1,214 gpm

Peak Hour Flow = 2.2 gpm/lue = 934 lues x 2.2 gpm/lue = 2,055 gpm

Fire Flow:

Public Safety Service Site: Assume 2,500 gpm (could be reduced with automatic sprinklers)

Residential: 1,500 gpm

Domestic flow calculation: Peak Hour @ 5 fps maximum velocity

2,055 gpm peak hour flow @ 5 fps maximum velocity requires a single 13" pipe (use 16")

Fire Flow calculation: Peak Day Domestic flow + fire flow @ 10 fps maximum velocity

1,214 gpm + 2,500 gpm = 3,714 gpm @ 10 fps maximum velocity requires a single 13" pipe (use 16" pipe)

WASTEWATER DEMAND: 909 lues

Average Daily Flow: 909 lues x 245 gpd/lue = 222,705 gpd = 0.2227 MGD = 155 gpm ADWF

Peak Dry Weather Flow = ADWF x Pf (peaking factor) Assume Pf = 4.0

PDWF = 155 gpm x 4.0 = 620 gpm PDWF

Peak Wet Weather Flow = PDWF + Inflow/Infiltration (I/I)

I/I = 750 gal/day/acre x 271 acres = 141 gpm

PWWF = 620 gpm + 141 gpm = 761 gpm PWWF

12" pipe @ 0.40% will carry 761 gpm at 65% full