



AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, AUGUST 15, 2023
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
6:30 PM

Members of the public may watch the meeting at:

https://www.youtube.com/channel/UC3OGBV_loV0Nr3AqM1jTzA

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC HEARING

1. Public Hearing On An Ordinance Amending The Official Zoning Map Of The City Of Elgin, Texas Adopted In Chapter 46, Section 46-3, Revised Code Of Ordinances, City Of Elgin, Texas, 2013 And Making This Amendment A Part Of Said Official Zoning Map, To Wit: To Rezone Approximately 9.8555 Acres Of Land From "R-1" Single-Family District To "PDD" Planned Development District Located On Parcels Of Land Known By The Bastrop Co. Appraisal District As Parcels R14760, R57239, R13484, R51150, R13488, R13490, R13472, And R73681 Located On Or Near The Intersection Of W. 11th Street And N. Avenue C.

Documents:

[PUBLIC HEARING EX SUMMARY.PDF](#)

VI. PUBLIC COMMENT

The "PUBLIC COMMENT" item posted on the agenda is reserved for members of the public who would like to address the City Council regarding posted agenda items or non-agenda items. Individuals requesting to speak or address the City Council 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 Council, to the City Secretary prior to commencement of the Council 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 Council Members but not read out loud.**

Speaker comments are limited to three (3) minutes. No formal action can be taken by the City Council 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 Mayor or Presiding Officer rather than to an individual Council 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 Council Member, Staff Member, other individual, or group.

VII. CITY MANAGERS REPORT

1. Elgin Economic Development Corporation Quarterly Report

Elgin Economic Development Corporation Quarterly Report

Documents:

[EDC AUGUST 2023 REPORT.PDF](#)

2. Planning & Zoning Commission (PZC) Quarterly Report

Documents:

[PZC QUARTERLY REPORT.PDF](#)

3. General Activity Report And/Or Project Update

Documents:

[EXSUMMARY - GENERAL ACTIVITY REPORT.PDF](#)

VIII. CONSENT AGENDA

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

1. City Council Regular Meeting Minutes - August 1, 2023

Documents:

[EX SUMMARY- AUGUST 1, 2023 REGULAR MEETING MINUTES.PDF](#)
[8-1-2023 CITY COUNCIL REGULAR MEETING MINUTES.PDF](#)

2. City Council Worksession Meeting Minutes - August 8, 2023

Documents:

[EX SUMMARY- AUGUST 8, 2023 REGULAR MEETING MINUTES.PDF](#)
[8-8-2023 CITY COUNCIL WORKSESSION MEETING MINUTES.PDF](#)

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE PROFESSIONAL SERVICES FEES WITH

BAIRD/WILLIAMS CONSTRUCTION, LTD RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

Documents:

[EXSUMMARY - AUTH EPD BWC.PDF](#)
[EPD STATION RESOLUTION.PDF](#)
[COELGIN - POLICE STATION - BP1 - PAY APPLICATION 04_SIGNED FGMA.PDF](#)

- 4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CECILIA WHITLEY FOR LEASE OF BILLBOARD AT HWY.290 AND 11th STREET AND MAKING CERTAIN FINDINGS RELATED THERETO.**

Documents:

[EXSUMMARYBILLBOARDLEASEAGREEMENT.PDF](#)
[BILLBOARDCECILIAWHITLEYRESOLUTION08152023.PDF](#)
[BILLBOARD AGREEMENT 2023-2024.PDF](#)

- 5. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, ADOPTING THE LIBRARY COLLECTION DEVELOPMENT POLICY AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

[EXSUMMARYLIBRARYCOLLECTIONDEVELOPMENTPOLICY.PDF](#)
[RESLIBRARYCOLLECTIONPOLICY.PDF](#)
[ELGINLIBRARYCOLLECTIONDEVELOPMENTPOLICY082023.PDF](#)

- 6. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH BASTROP COUNTY "COUNTY" TO SUPPORT THE 9-1-1 GEOGRAPHIC INFORMATION SYSTEM DATABASE MANAGEMENT AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

[EX SUMMARY-ILA AGREEMENT.PDF](#)
[RESOLUTION - INTERLOCAL AGREEMENT.PDF](#)
[911 DATABASE ILA WITH EXHIBITS_COUNTY-CITYOFELGIN_2023.PDF](#)

IX. NEW BUSINESS

- 1. AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE APPROXIMATELY 10.3635 ACRES OF LAND FROM "R-1" SINGLE FAMILY DISTRICT TO "PDD" PLANNED DEVELOPMENT DISTRICT LOCATED ON PARCELS OF LAND KNOWN BY THE BASTROP CO. APPRAISAL DISTRICT AS PARCELS R14760, R57239, R13484, R51150, R13488, R13490, R13472, AND R73681 LOCATED ON OR NEAR THE INTERSECTION OF W. 11TH STREET AND N. AVENUE C WITHIN ALL OR PARTS OF THE RHONDA MOORE SUBDIVISION, AN ADDITION IN BASTROP COUNTY, TEXAS, ACCORINDG TO THE MAP OR PLAT THEREOF, RECORDED IN CABINET 2, PAGE 245B, OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, THE J.P. TINGLE S**

Documents:

[EX SUMMARY SACRED HEART PDD.PDF](#)
[COMBINED STAFF REPORT FOR SACRED HEART PDD.PDF](#)

2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH G. HYATT CONSTRUCTION. TO CONSTRUCT VETERANS MEMORIAL PARK EXPANSION AND MAKING CERTAIN FINDINGS RELATED THERETO.**

Documents:

[EXSUMMARYVETERANSEXPANSIONBIDAWARD82023.PDF](#)
[RESVETERANSMEMORIALPARKEXPANSIONBIDAWARD.PDF](#)

3. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A DEVELOPMENT AND CONSENT AGREEMENT WITH LUND FARM INVESTMENT LLC, AND THE LUND FARM MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

[EX SUMMARY - LUND FARMS DA.PDF](#)
[RESOLUNDFARMSMUD CONSENT823.PDF](#)
[080123 LUND FARMS CONSENT AND DEV AGT.PDF](#)

4. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING AN AGREEMENT WITH LUND FARMS UTILITY DISTRICT FOR WHOLESALE WATER SERVICE; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

Documents:

[EX SUMMARY-LUND FARMS WHOLESALE WATER.PDF](#)
[RESWATERAGR.PDF](#)
[LUND WHOLESALE WATER AGT.PDF](#)

5. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE LUND FARMS MUD WASTEWATER SERVICE AGREEMENT AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

[EX SUMMARY-LUND FARMS WHOLESALE WASTEWATER.PDF](#)
[RESWWAGRLF1.PDF](#)
[LUND WHOLESALE WW AGT.PDF](#)

6. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS PLACING A PROPOSAL ON THE SEPTEMBER 5, 2023 AND SEPTEMBER 19, 2023 COUNCIL MEETING TO ADOPT A 2023 TAX YEAR PROPOSED PROPERTY TAX RATE THAT WILL NOT EXCEED THE NO NEW REVENUE TAX RATE OR THE VOTER APPROVAL TAX RATE NOR THE DE MINIMIS RATE FOR THE CITY OF ELGIN, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; CALLING A PUBLIC HEARING ON THE PROPOSED PROPERTY TAX RATE TO BE HELD ON SEPTEMBER 5, 2023 AND SEPTEMBER 19, 2023 AT 6:30 PM**

Documents:

X. EXECUTIVE SESSION

The City Council may announce that it will adjourn the public meeting at any time during the meeting and convene in Executive Session pursuant to Chapter 551 of the Texas Government Code to discuss any matter as specifically listed on the agenda and/or as permitted by Chapter 551 of the Texas Government Code.

XI. RECONVENE

The City Council will return to open session for possible discussion and action as a result of the Executive Session

XII. ANNOUNCEMENTS

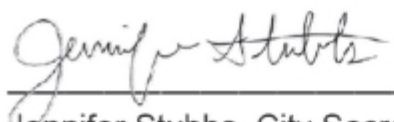
XIII. ADJOURMENT

The City Council may retire to executive session any time between the meeting's opening and adjournment for the purpose of consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code; deliberation regarding real property pursuant to Chapter 551.072 of the Texas Government Code; deliberation regarding economic development negotiations pursuant to Chapter 551.087 of the Texas Government Code; and/or deliberation regarding the deployment, or specific occasions for implementation of security personnel or devices pursuant to Chapter 551.076 of the Texas Government Code. Action, if any, will be taken in open session.

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 on 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, Jennifer Stubbs, City Secretary 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 Friday, August 11, 2023, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in cursive script, reading "Jennifer Stubbs". The signature is written in dark ink and is positioned above a horizontal line.

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Public Hearing on An Ordinance Amending the Official Zoning Map of the City of Elgin, Texas Adopted In Chapter 46, Section 46-3, Revised Code of Ordinances, City of Elgin, Texas, 2013 and making this amendment a part of said Official Zoning Map, to wit: to rezone approximately 9.8555 acres of land from “R-1” Single Family District to “PDD” Planned Development District located on parcels of land known by the Bastrop Co. Appraisal District as parcels R14760, R57239, R13484, R51150, R13488, R13490, R13472, and R73681 located on or near the intersection of W. 11th Street and N. Avenue C.

DEPARTMENT: Development Services

PROPOSED ACTION: No Council action proposed or requested at this time; this item is to allow for public comments on the proposed ordinance in accordance with State Law.

BACKGROUND: The Planning and Zoning Commission held the first of two public hearings on the requested Planned Development District on June 26, 2023.

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☐ not included in the current-year budget ☒ N/A

Finance Approval:

Signature: _____ Date: _____

RECOMMENDATION: None.

ATTACHMENTS: None.

☐ Staff will be making a detailed presentation on this agenda item at the meeting.

☐ Staff will provide brief comments and answer questions on this item at the meeting.

☒ This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.



Elgin City Council Meeting
Elgin Economic Development Corporation Quarterly Report
August 2023

- Had meetings with Golden Shovel to begin work on the new EDC website
- Had several meetings with a business that wants to purchase 16 acres in the business park and approved a contract
- Met with a commercial developer to discuss 60 acres project on 290
- Met with a developer who is interested in purchasing 7 acres on 290.
- Met with a healthcare developer to discuss a possible project on 290
- Met with a local realtor to discuss downtown properties.
- Had a predevelopment meeting with Sykes Industries
- Had a predevelopment construction meeting with Brickston.
- Had a predevelopment meeting with a developer on a project located on 2nd street
- Met with YERICO's new engineer to address outstanding comments in the site development plan
- Worked with a State agency on a possible location in Elgin
- Approved a new Destination Incentive Program to attract unique restaurants and entertainment facilities.
- Sponsored a table and attended the METT business summit.
- Received the EDA \$1.6 million grant to complete construction of Roy Rivers Road and construct Innovation Way
- Awarded bid for construction of Roy Rivers Road and Innovation way
- Attended the kickoff of Smithville Workforce in Bastrop
- Attended the opening of Circle Brewing Company

- Met with the Elgin Postmaster to discuss their building in the downtown.
- Presented to the BEST Leadership class on a bus tour of Elgin.
- Attended the BEST breakfast in Elgin.
- Met with the Bastrop/Travis ESD to discuss new growth and development in Elgin and the surrounding area.
- Attended two CivicClerk training sessions for the new agenda software.



Development Services Department

STAFF REPORT

Planning & Zoning Commission (PZC) Quarterly Report

Date: August 9, 2023

SUMMARY OF ACTIVITIES FROM MAY 2023 – JULY 2023 MEETINGS

May 2023

- A. Carlson Tract Rezoning (Project #202300056) – R-1 to R-2 on 52.772 acres of land – PZC recommended approval.
- B. Review, discuss and provide input on Lund Farms Development Agreement – Review proposed Development Agreement. No PZC action.

June 2023

- A. Trinity Ranch Phase 1, Section 3 (Project #202200080) – Consisted of 207 lots on 32.507 acres of land – PZC approved.
- B. Trinity Ranch Phase 2, Section 1 (Project #202200167) – Consisted of Right-of-Way for Grist Mill Ln, extend Swenson Blvd. Right-of-Way, and add a school site on 24.13 acres of land – PZC Approved.
- C. Primavesta Preliminary Plat (Project #202200107) – Covers entire development, consisted of 864 lots on 191.13 acres of land – PZC approved.
- D. 700 Bull Run Rd Specific Use (Project #202300004) – Allowance for the expansion of a day care center and associated parking lot on the property – PZC recommended approval.
- E. Review, discuss and provide input on Sacred Heart PDD – Reviewed proposed Planned Development District and concept plan. PZC had no issues with the PDD.

July 2023

- A. Harvest Ridge Section 4 Final Plat (Project #202200082) – Covers Section 4 only, consisted of 128 lots on 23.324 acres of land – PZC approved.
- B. Trinity Ranch Phase 2, Section 2 (Project #202300070) – Consisted of 150 lots on 26.193 acres of land – PZC approved.

PROPOSED ACTIVITIES FROM AUGUST 2023 – OCTOBER 2023 MEETINGS

Continue to perform their function as allowed by State law and City Code including items such as rezonings, specific uses, concept plans, preliminary plats, final plats, re-plats, plat vacations, & subdivision variances.

RECOMMENDED COUNCIL ACTION

None.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: General Activity Report and/or Project Update

DEPARTMENT: City Manager/Staff

PROPOSED ACTION:

No Council action proposed or requested; This item is to allow for general update and/or activities report relating to various on-going city projects or issues.

BACKGROUND:

This item is to provide opportunities for miscellaneous updates and comments by the staff; and general Q&A with the City Council relative to on-going projects and/or issues.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included { } not included in the current-year budget {X}
N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

None.

{ } Staff will be making a detailed presentation on this agenda item at the meeting.

{X} Staff will provide brief comments and answer questions on this item at the meeting.

{ } This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes – August 1, 2023

DEPARTMENT: Administration

PROPOSED ACTION: Approval of the City Council Regular Meeting Minutes – August 1, 2023

BACKGROUND: N/A

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☐ not included in the current-year budget ☒ N/A

Finance Approval:

Signature: _____ Date: _____

RECOMMENDATION: Approval of the City Council Regular Meeting Minutes – August 1, 2023

ATTACHMENTS: Minutes

☐ Staff will be making a detailed presentation on this agenda item at the meeting.

☐ Staff will provide brief comments and answer questions on this item at the meeting.

☒ This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

MINUTES
ELGIN CITY COUNCIL REGULAR MEETING
ELGIN PUBLIC LIBRARY ANNEX CITY COUNCIL CHAMBERS
404 NORTH MAIN STREET
August 1, 2023

CALL TO ORDER

Mayor McShan called the meeting to order at 6:30 p.m.

Roll Call

Present:

Theresa McShan, Mayor
Sue Brashar, Mayor Pro Tem
Arthur Gibson III, Council Member
Joy Casnovsky, Council Member
Chuck Swain, Council Member
YaLecia Love, Council Member
Al Rodriguez, Council Member
Matthew Callahan, Council Member
Forest Dennis, Council Member
Al Rodriguez, Council Member

Staff:

Thomas L. Mattis, City Manager
Jennifer Stubbs, City Secretary
Amy Miller, Community Services Director
Belen Pena, Finance Director
Chris Noble, Chief of Police
Todd Johnson, Commander
Pam Sanders, Human Resources Director
Michael Gonzalez, Public Works Director
Sonia Browder, Media Specialist
Beau Perry, City Engineer
Dodie Navejas, UB Customer Service Manager
Owen Rock, EDC Director

INVOCATION

Mayor Pro Tem Brashar provided the invocation.

PLEDGE OF ALLEGIANCE

Mayor McShan led those in attendance in reciting the Pledge of Allegiance to the Flag of the United States of America and Pledge of Allegiance to the Texas Flag.

PUBLIC COMMENT

Molly Ward, 108 Wilderness Trail, stated that when she gets home, she sees cars parked at her mailbox, almost blocking the driveway. Ms. Ward stated that trashcans have been moved by other people on trash day so they can park in front of her home. She thanked the Council for listening to her concern about parking.

Ashley Krechmer, 108 Wilderness Trail, stated that when she gets home, she checks the mailbox, and sometimes she cannot get to it because of a car parked in front of it. She stated that Wilderness Trail is very crowded with cars and trucks. She thanked the Council for listening to her concern.

CITY MANAGER'S REPORT

1. Recognize Eagle Scout Projects At Thomas Memorial Park

Mr. Mattis invited Ms. Marzec up to the podium. She recognized George Ramsey and Robert Miller's hard work and project completions at Thomas Memorial Park. Mr. Mattis congratulated the Eagle Scouts for their work.

2. Presentation Of The Proposed FY2023-24 City Of Elgin Annual Operating Budget

Mr. Mattis provided a presentation on the Proposed FY2023-24 Annual Operating Budget. He stated it was a zero-based balanced budget, and it was always the staff's goal to maintain existing service levels and to enhance services when possible. Mr. Mattis stated the total appropriations for this year were just over \$26 million. Mr. Mattis stated that the City continues to see historic growth, and development would continue in the coming fiscal year. He stated that staff recommended the Voter Approval Rate for that tax rate. The City Council agreed to have a worksession next Tuesday, August 8th. He provided additional information and answered questions of the Council.

3. Review Of The Annual Street Improvements Program

Mr. Mattis provided information. Ms. Love requested that Alley A and Kennedy Street be added. He addressed that alley paving was a different conversation. Discussion followed. Mr. Mattis stated that the staff would move forward with the list as presented.

4. Main Street Board Quarterly Report

There was no discussion on the item or questions from Council.

5. Historic Review Board Quarterly Report

There was no discussion on the item or questions from Council.

6. General Activity Report And/Or Project Update

Mr. Mattis congratulated Public Works Director Michael Gonzalez, and his wife, Megan, on their new baby, Murphy Gonzalez.

CONSENT AGENDA

1. City Council Regular Meeting Minutes - July 11, 2023

The minutes were approved on the consent agenda.

2. City Council Special Meeting Minutes - July 25, 2023

The minutes were approved on the consent agenda.

3. CONSIDERATION OF A REQUEST BY SACRED HEART CATHOLIC CHURCH AS PART OF THEIR ANNUAL FIESTA ON SEPTEMBER 3, 2023, TO (1) WAIVE THE OPEN CONTAINER ORDINANCE FOR SATURDAY SEPTEMBER 2 From 11:00 AM To 3:00 PM AND SUNDAY SEPTEMBER 3 FROM 3:00 PM To 10:30 PM AND (2) ALLOW LIVE MUSIC TO CONTINUE AT ELGIN MEMORIAL PARK UNTIL 10:00PM ON SUNDAY SEPTEMBER 3.

The item was approved on the consent agenda.

4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE PROFESSIONAL SERVICES FEES WITH BAIRD/WILLIAMS CONSTRUCTION, LTD RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

The resolution was approved on the consent agenda.

5. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE PROFESSIONAL SERVICES FEES WITH FGM ARCHITECTS INC. RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

The resolution was approved on the consent agenda.

6. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN ELGIN PARK TERMS OF USE AGREEMENT WITH THE ELGIN FARMERS' MARKET; AND PROVIDING FOR RELATED MATTERS

The resolution passed on the consent agenda.

Mayor Pro Tem Brashar made a motion to approve the consent agenda. Mr. Dennis seconded the motion. Mr. Mattis mentioned the waiver for Sacred Heart Catholic Church included live music until 10:00 p.m. All voted in favor. The motion carried.

NEW BUSINESS

1. RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING A REAL ESTATE CONTRACT BETWEEN THE CITY OF THE ELGIN ECONOMIC DEVELOPMENT CORPORATION AND MOSAIC HOUSING AUSTIN, LLC AND AUTHORIZING THE MAYOR TO APPROVE THE CONTRACT

Mr. Mattis requested a brief executive session to discuss the terms of the agreement. Mayor McShan recessed into executive session at 7:15 p.m. The City Council returned at 7:55 p.m. Mayor McShan reconvened the meeting into open session at 7:56 p.m. Mr. Rock provided information about Mosaic Housing Austin LLC. Mayor Pro Tem Brashar made a motion to approve the resolution. Mr. Gibson seconded the motion. All voted in favor. The motion carried.

EXECUTIVE SESSION

The City Council may announce that it will adjourn the public meeting at any time during the meeting and convene in Executive Session pursuant to Chapter 551 of the Texas Government Code to discuss any matter as specifically listed on the agenda and/or as permitted by Chapter 551 of the Texas Government Code

The City Council retired into Executive Session earlier in the meeting.

ANNOUNCEMENTS

Mr. Dennis mentioned he and the Mayor signed up for the CAPCOG Quarterly meeting in September. Ms. Miller informed the Council about two ongoing drives to benefit the Community Cupboard and school supplies for children in Elgin ISD. She announced that Sip, Shop, and Stroll next week was back-to-school night, meet the Wildcats, and bring school supplies. Ms. Love mentioned that Straight Gate Baptist Church had a back-to-school drive from 6:30 to 8:00 p.m. on Sunday.

ADJOURNMENT

Mayor McShan adjourned the meeting at 8:00 p.m.

Theresa Y. McShan, Mayor

ATTEST:

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Worksession Meeting Minutes – August 8, 2023

DEPARTMENT: Administration

PROPOSED ACTION: Approval of the City Council Worksession Meeting Minutes – August 8, 2023

BACKGROUND: N/A

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☐ not included in the current-year budget ☒ N/A

Finance Approval:

Signature: _____ **Date:** _____

RECOMMENDATION: Approval of the City Council Worksession Meeting Minutes – August 8, 2023

ATTACHMENTS: Minutes

☐ Staff will be making a detailed presentation on this agenda item at the meeting.

☐ Staff will provide brief comments and answer questions on this item at the meeting.

☒ This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

MINUTES
ELGIN CITY COUNCIL WORKSESSION MEETING
ELGIN PUBLIC LIBRARY ANNEX CITY COUNCIL CHAMBERS
404 NORTH MAIN STREET
August 8, 2023

CALL TO ORDER

Mayor McShan called the meeting to order at 6:30 p.m.

Roll Call

Present:

Theresa McShan, Mayor
Sue Brashar, Mayor Pro Tem
Arthur Gibson III, Council Member
Joy Casnovsky, Council Member
Chuck Swain, Council Member
YaLecia Love, Council Member
Forest Dennis, Council Member
Matthew Callahan, Council Member

Absent:

Al Rodriguez, Council Member

Mayor McShan stated that all were here but Mr. Rodriguez due to work and Ms. Love would be here later.

Staff:

Thomas L. Mattis, City Manager
Jennifer Stubbs, City Secretary
Amy Miller, Community Services Director
Belen Pena, Finance Director
Chris Noble, Chief of Police
Aaron Crim, Commander
Todd Johnson, Commander
Pam Sanders, Human Resources Director
Michael Gonzalez, Public Works Director

GENERAL DISCUSSION

1. Review And Discussion Of The Proposed City Of Elgin FY2023-24 Annual Operating Budget As Presented By The City Manager, Including But Not Limited To Possible Discussion Of All Departments, Operations, Functions, Personnel, Infrastructure, Facilities, Taxes, And Tax Rates; And All Revenues, And Expenditures Related Thereto

Mr. Mattis discussed funding requests from CAPCOG and Carts with the Council. Ms. Love arrived at 6:36 p.m. Mr. Mattis answered questions of the Council about the budget. The Council then discussed the tax rate, which was proposed by Mr. Mattis and staff to be lower than the Voter Approval Tax Rate. Mr. Mattis noted that the operating budget did not include revenue from Impact Fees and Master Development Fees. Discussion followed.

ANNOUNCEMENTS

There were no announcements.

ADJOURNMENT

Mayor McShan adjourned the meeting at 8:10 p.m.

Theresa Y. McShan, Mayor

ATTEST:

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE PROFESSIONAL SERVICES FEES WITH BAIRD/WILLIAMS CONSTRUCTION, LTD RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: City Manager/EPD

PROPOSED ACTION: Approval of a Resolution authorizing the City Manager to remit payment for professional services fees in the amount of \$207,741.25 for Bid Package #1 Payment Application #4

BACKGROUND:

Last year, the City Council approved the issuance the 2021A Certificates of Obligation (CO) in the total amount of approximately \$12.5M to provide funding for a wide range of capital improvement projects, including funding to construct a new City of Elgin Police Department (EPD) Station.

Previously, the City Council, upon recommendation of the EPD Station Building Committee, authorized utilization of the “Construction Manager at Risk” (“CMAR”) delivery process for the project and the engagement of Baird/Williams Ltd. to provide construction services as part of the CMAR team.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included {X} not included in the current-year budget { } N/A

RECOMMENDATION:

Adopt and approve a Resolution authorizing the City Manager to remit payment for professional services fees associated with the City of Elgin Police Station Project.

ATTACHMENTS: (1) Resolution (2) Invoices

{ } Staff will be making a detailed presentation on this agenda item at the meeting.

{ } Staff will provide brief comments and answer questions on this item at the meeting.

{X} This is a routine procedural item, and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
AUTHORIZING THE CITY MANAGER TO APPROVE
PROFESSIONAL SERVICES FEES WITH
BAIRD/WILLIAMS CONSTRUCTION, LTD RELATED
TO THE ELGIN POLICE DEPARTMENT STATION
PROJECT; AND MAKING CERTAIN FINDINGS
RELATED THERETO.**

WHEREAS, the Elgin City Council approved the issuance the 2021A Certificates of Obligation to provide funding for a wide range of capital improvement projects, including a new City of Elgin Police Department (EPD) Station (“Project”); and,

WHEREAS, the City Council, upon recommendation of the EPD Station Building Committee, has previously authorized utilization of the “Construction Manager at Risk” (“CMAR”) delivery process for the Project and the engagement of Baird/Williams Construction, Ltd to provide constructions services as part of the CMAR team, and;

WHEREAS, Baird/Williams Constructions, Ltd have submitted invoices to the city for professional services charges related to the Elgin Police Department Station Project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization. The City Manager is hereby authorized to execute a dollar amount of \$207,741.25 for Bid Package #1 Payment Application #4 for professional services fees associated with the City of Elgin Police Department Station Project.

Section 3. 2021A Certificates of Obligation Funding. The City Council does also hereby expressly approve the utilization of proceeds from the 2021A Certificates of Obligation debt issuance in support of the project that is the subject matter of this Resolution; and does further acknowledge that an amendment to the *FY22-23 City of Elgin Annual Operating Budget* may be required at a future date to formally appropriate funds for this item.

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

Section 5. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 15th day of August 2023

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

FGMARCHITECTS

August 3, 2023

Thomas L. Mattis
City Manager
310 North Main Street
P.O. Box 591
Elgin, Texas 78621

**Subject: Payment Application #4 – Bid Package #1
 City of Elgin - New Police Station**

Dear Mr. Mattis,

Our office has reviewed the above-referenced payment application, submitted by Baird/Williams Construction. To the best of our knowledge, the Work has progressed as indicated and we recommend payment for the invoiced amount of \$207,741.25

Please feel free to contact me if you need any further information.

Sincerely,



Jaime Palomo, AIA | Principal
jaimepalomo@fgmarchitects.com

cc: Bob Galloway, AIA – FGM Architects
 Beau Perry, PE – TRC
 Derek Marshall – Baird/Williams Construction

Enclosure(s): Payment Application #4 – Bid Package #1

TO OWNER: The City of Elgin, Texas
310 North Main Street
Elgin, Texas 78621

PROJECT: New Police Station - BP1
(Bid Package 1)

APPLICATION NO: Four (4)
APPLICATION DATE: July 31, 2023

Distribution to:

☒	OWNER
☒	ARCHITECT
☒	CONTRACTOR
☐	
☐	

FROM CONTRACTOR: Baird/Williams Construction, Ltd
P.O. Box 917
Temple, Texas 76503

ARCHITECT: FGM Architects, Inc.
3711 South Mopac, BLDG 2, Suite 150
Austin, Texas 78746

PERIOD FROM: July 1, 2023
PERIOD TO: July 31, 2023

PROJECT NO: 599

CONTRACT FOR: General Construction

CONTRACT DATE: February 21, 2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	\$1,601,275.00
2. Net change by Change Orders	\$	- \$327,837.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	\$1,273,438.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$456,412.00
5. RETAINAGE:		
a. 5% of Completed Work (Column D + E on G703)	\$	22,820.60
b. 5% of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	\$22,820.60
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	\$433,591.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$225,850.15
8. CURRENT PAYMENT DUE	\$	\$207,741.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		\$839,846.60

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$327,837.00
TOTALS	\$0.00	\$327,837.00
NET CHANGES by Change Order	(\$327,837.00)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: BAIRD/Williams CONSTRUCTION, LTD

By: _____ Date: July 31, 2023

State of Texas County of Bell
Subscribed and sworn to before me this 31st day of July, 2023.

Notary Public: *Becky Driver*



Architect's & Owner Representative's CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect and/or Owner Representative certifies to the Owner that to the best of the Architect's and/or Owner Representative's knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED REVIEWED \$ \$207,741.25

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: FGM ARCHITECTS, INC

By:/Date: _____ 08/03/2023

OWNER: THE CITY OF ELGIN, TEXAS

By:/Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Four (4)
APPLICATION DATE: 07/31/23
PERIOD FROM: 07/01/23
PERIOD TO: 07/31/23

ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUES Totals	C WORK COMPLETED		E Materials Presently Stored	F TOTAL COMP & STORED TO DATE	G % (F ÷ B)	H BALANCE TO FINISH	I RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
100	Earthwork								
101	Mobilization	\$15,000.00	\$15,000.00	\$0.00		\$15,000.00	100%	\$0.00	\$750.00
102	Site Demolition / Stripping	\$10,000.00	\$10,000.00	\$0.00		\$10,000.00	100%	\$0.00	\$500.00
103	Mass Excavation	\$38,000.00	\$34,200.00	\$0.00		\$34,200.00	90%	\$3,800.00	\$1,710.00
104	Building Pad	\$30,000.00	\$27,000.00	\$0.00		\$27,000.00	90%	\$3,000.00	\$1,350.00
200	Site Specialties	\$5,550.00	\$0.00	\$0.00		\$0.00		\$5,550.00	\$0.00
300	Site Utilities								
301	Sewer - Labor	\$13,996.00	\$13,996.00	\$0.00		\$13,996.00	100%	\$0.00	\$699.80
302	Sewer - Equipment	\$8,806.00	\$8,806.00	\$0.00		\$8,806.00	100%	\$0.00	\$440.30
303	Sewer - Material	\$10,545.00	\$10,545.00	\$0.00		\$10,545.00	100%	\$0.00	\$527.25
304	Water - Labor	\$21,649.00	\$0.00	\$0.00		\$0.00		\$21,649.00	\$0.00
305	Water - Equipment	\$5,918.00	\$0.00	\$0.00		\$0.00		\$5,918.00	\$0.00
306	Water - Material	\$19,069.00	\$0.00	\$13,349.00		\$13,349.00	70%	\$5,720.00	\$667.45
400	Concrete								
401	Foundation	\$203,000.00	\$60,900.00	\$142,100.00		\$203,000.00	100%	\$0.00	\$10,150.00
402	Slab-on-Metal Deck	\$10,000.00	\$0.00	\$0.00		\$0.00		\$10,000.00	\$0.00
403	Concrete Paving	\$50,000.00	\$0.00	\$0.00		\$0.00		\$50,000.00	\$0.00
404	Sidewalks	\$13,000.00	\$0.00	\$0.00		\$0.00		\$13,000.00	\$0.00
405	Bollards - Installation	\$3,000.00	\$0.00	\$0.00		\$0.00		\$3,000.00	\$0.00
406	Transformer Pad	\$3,000.00	\$0.00	\$0.00		\$0.00		\$3,000.00	\$0.00
407	Dumpster Pad	\$3,000.00	\$0.00	\$0.00		\$0.00		\$3,000.00	\$0.00
408	Site Rebar	\$11,000.00	\$0.00	\$0.00		\$0.00		\$11,000.00	\$0.00
500	Masonry								
501	Structural Masonry - Material	\$75,190.00	\$0.00	\$15,790.00		\$15,790.00	21%	\$59,400.00	\$789.50
502	Structural Masonry - Labor	\$98,395.00	\$0.00	\$0.00		\$0.00		\$98,395.00	\$0.00
503	Structural Masonry - Equipment	\$19,249.00	\$0.00	\$2,700.00		\$2,700.00	14%	\$16,549.00	\$135.00
600	Structural Steel - Fabrication								
601	Structural Steel - Building	\$226,750.00	\$0.00	\$22,675.00		\$22,675.00	10%	\$204,075.00	\$1,133.75
602	Structural Steel - Sally Port	\$17,000.00	\$0.00	\$6,800.00		\$6,800.00	40%	\$10,200.00	\$340.00
603	Structural Steel - Canopies	\$43,500.00	\$0.00	\$0.00		\$0.00		\$43,500.00	\$0.00
700	Structural Steel - Erection	\$116,900.00	\$0.00	\$0.00		\$0.00		\$116,900.00	\$0.00
800	Metal Fabrications	\$5,000.00	\$0.00	\$0.00		\$0.00		\$5,000.00	\$0.00
900	SWPPP	\$2,000.00	\$2,000.00	\$0.00		\$2,000.00	100%	\$0.00	\$100.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 3

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Four (4)
APPLICATION DATE: 07/31/23
PERIOD FROM: 07/01/23
PERIOD TO: 07/31/23

	A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUES Totals	WORK COMPLETED		Materials Presently Stored	TOTAL COMP & STORED TO DATE	%(F ÷ B)	BALANCE TO FINISH	RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
1000	General Requirements	\$38,499.00	\$7,315.00	\$6,545.00		\$13,860.00	36%	\$24,639.00	\$693.00
1100	*Quoted General Conditions	\$111,730.00	\$39,482.00	\$1,118.00		\$40,600.00	36%	\$71,130.00	\$2,030.00
1200	*Construction Fee	\$44,692.00	\$8,493.00	\$7,598.00		\$16,091.00	36%	\$28,601.00	\$804.55
		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
	CHANGE ORDERS	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
1300	Change Order #01	Included Above	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
	GRAND TOTALS	\$1,273,438.00	\$237,737.00	\$218,675.00	\$0.00	\$456,412.00	36%	\$817,026.00	\$22,820.60



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CECILIA WHITLEY FOR LEASE OF BILLBOARD AT HWY.290 AND 11th STREET AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Community Services

PROPOSED ACTION: Approval of a Resolution.

BACKGROUND:

City lease of billboard to promote community events and information. The east face of the billboard located at 11th Street and Hwy 290 is currently leased to the city and is used to promote community events during the year. The billboard is now owned by Cecilia Whitley and a new lease agreement is attached for consideration. The lease rate of \$3000 remains the same. This is a rate less than what a billboard company such as Reagan Advertising would charge. The City is responsible for expenses related to the creation and installation of billboard graphics for the east facing billboard. West bound traffic sees the billboard at Hwy 290 and 11th Street.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included {X} not included in the current-year budget { } N/A

RECOMMENDATION:

Approve resolution.

ATTACHMENTS: (1) Resolution (2) Agreement

{X} Staff will be making a detailed presentation on this agenda item at the meeting.

{ } Staff will provide brief comments and answer questions on this item at the meeting.

{ } This is a routine procedural item, and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING
THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH
CECILIA WHITLEY; AND PROVIDING FOR RELATED MATTERS.**

WHEREAS, City Charter Sec. 1. - Powers of the City. In addition to the city's power to buy, construct, lease, maintain, operate, and regulate public utilities and to manufacture, distribute and sell the output of such utility operations, the city shall have such further powers as may now or hereafter be granted under the Constitution and laws of the State of Texas; and,

WHEREAS, The City of Elgin utilizes a variety of marketing options to promote the community including billboards, and

WHEREAS, Cecilia Whitley owns a billboard at Hwy 290 and 11th Street facing west bound traffic; and,

WHEREAS, Cecilia Whitley has agreed to terms and conditions for the use of the billboard by the City of Elgin.

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

Section 1. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. The City Manager is hereby authorized to execute an agreement with Cecilia Whitley; a copy of said agreement being attached hereto, marked Exhibit A, and made part of this Resolution as if copied verbatim herein.

Section 3. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

Section 4. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 15th day of August 2023

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

Date: August 2, 2023

Landlord

Cecilia Whitely
P.O. Box 70
Elgin, TX 78621
512-281-3336

Tenant

City of Elgin-Attn Amy Miller
P.O. Box 591
Elgin, TX 78621
512-801-5748

TERMS

Lease Start Date

August 2, 2023

Lease End Date

August 1, 2024

Rent for One Year

\$3,000

Paid by Landlord

Electricity

- 1.) The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord the following commercial property:
Billboard-East Side-Located at 1111 Highway 290W, Elgin, TX 78621
Rent is due on October 3, 2023
- 2.) The terms of this lease will be from the Lease Start Date set forth above, until the lease end date, set forth above. Tenant may terminate the lease with 30 days notice to the Landlord forgoing a refund of rent.
- 3.) The Tenant agrees not to sub-let the property or assign this lease without the landlord's written consent.
- 4.) The Tenant has inspected the property and has found it satisfactory.
- 5.) The Landlord is responsible for the repair and upkeep of the exterior of the property.
- 6.) The Tennant has the option to have the east side of the billboard face resurfaced at the expense of the Tenant during the terms of this lease.
- 7.) The Landlord agrees to carry a Texas Outdoor Advertising Bond on the property.
- 8.) The parties agree that this lease is the entire agreement between them. This lease binds and benefits both the Landlord and Tenant and any successors.
- 9.) The Landlord agrees to grant Tenant reasonable access to the billboard for repair, upkeep, and resurfacing of the signage.

Signature of Landlord

Signature of Tenant

Cecilia Whitely

Thomas Mattis City Manager



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS ADOPTING THE LIBRARY COLLECTION DEVELOPMENT POLICY; AND PROVIDING FOR RELATED MATTERS.

DEPARTMENT: Community Services

PROPOSED ACTION: Approval of a Resolution adopting the Library Collection Development Policy.

BACKGROUND:

The Library Advisory Board worked with staff to update the collection development policy from 2015. The updated policy reflects the mission of the library which is to provide services and a well-balanced collection of materials in a variety of formats to all residents of the library service area in order to meet their informational, cultural, and recreational needs. It defines patron responsibilities, selection criteria and reconsideration procedures. The policy attached was recommended unanimously by the Library Advisory Board.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included { } not included in the current-year budget {X} N/A

RECOMMENDATION:

Approve resolution.

ATTACHMENTS: (1) Resolution (2) Collection Development Policy

{ } Staff will be making a detailed presentation on this agenda item at the meeting.

{ } Staff will provide brief comments and answer questions on this item at the meeting.

{X} This is a routine procedural item, and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
ADOPTING THE LIBRARY COLLECTION DEVELOPMENT
POLICY AND MAKING CERTAIN FINDINGS RELATED
THERETO.**

WHEREAS, through its Code of Ordinances, Chapter 34, Section 34.215, the City of Elgin created a Library Advisory Board to encourage the development of adequate library facilities for the residents of the city, and;

WHEREAS, the Library Advisory Board operates with seven members appointed by City Council and meets regularly following the Texas Open meetings Law V.T.C.A. Government Code 551.001, and;

WHEREAS, the Library Advisory Board worked with city staff to develop a Library Collection Development Policy and unanimously recommends that policy to City Council for adoption.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization. The Library Collection Development Policy is hereby adopted; and made part of this Resolution as if copied verbatim herein.

Section 3. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 5. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 15th day of August, 2023

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

Elgin Public Library

Collection Development Policy

Purpose Statement:

It is the mission of the Elgin Public Library to provide services and a well-balanced collection of materials in a variety of formats to all residents of the library service area in order to meet their informational, cultural, and recreational needs.

Patron Responsibilities:

Patrons are free to choose what they want from the collection, to refuse what they don't want, but not restrict the freedom of others to choose. Parents and/or legal guardians have sole responsibility for what their children read, view, or hear. Library staff do not serve in loco parentis (in place of the parents). Only parents or legal guardians may restrict their own, and only their own, children's access to library materials. The freedom to read, hear, and view is protected by the First Amendment to the Constitution of the United States. This freedom will be upheld and defended by the Elgin Public Library and its Collection Development Policy. Elgin Public Library supports and upholds the American Library Association's Library Bill of Rights, Freedom to Read, Freedom to View, Statement on Labeling, and Free Access to Libraries for Minors, as well as the Texas Library Association's Intellectual Freedom Statement.

Selection Criteria:

All materials, whether purchased or donated, are considered in terms of the criteria listed below. Materials are evaluated according to one or more of the following standards by qualified library staff. An item need not meet all these standards in order to be added to the collection.

- Current and anticipated needs and interests of the community,
- Evaluations in review media,
- Relation to existing collection and other materials on the subject,
- Accuracy and timeliness,
- Professional or literary reputation of the author, publisher, or producer,
- Cost and availability,
- Creative, literary, or technical quality/merit,
- Quality of the production,
- Physical durability,
- Space and budgetary limitations,
- Availability in other formats,
- Material use metrics.

The Elgin Public Library works with standard review sources common to the library profession. Review sources used in this process include but are not limited to Kirkus Review, Publisher's Weekly, Library

Journal, School Library Journal and the New York Times Book Review. Materials purchased on controversial issues will be equally represented in contrasting views. The library continually evaluates the collection in order to ensure that it meets patron's needs and interests. All materials, whether purchased or donated, will also be considered in reference to Texas Penal Code 43.24.

Reconsideration:

The Elgin Public Library supports freedom of information for all and does not practice censorship. Only current residents with an active library card may request removal or relocation of items from the collection through the *Request for Reconsideration of Materials* form. Prior to requesting the reconsideration, the requester must have read, listened to or seen the work in its entirety. The *Request for Reconsideration of Materials* form must be filled out, signed, and dated to be accepted. Incomplete forms will not be considered. Materials will remain accessible to the public during the process of reconsideration. The librarian along with the Elgin Public Library Advisory Board, will review all requests in conformance with the guidelines established in this Collection Development Policy. Decisions will be made in accordance with the constitutional right to access information. The librarian will respond in writing within 30 days of receiving the request. The response will indicate the action to be taken and the reasons for which the decision was made. If a challenged item is approved for removal, the item will be removed from the collection for a non-negotiable period of six months to three years, depending on the decision of the librarian and library advisory board. Once this time is exhausted, the item will become eligible to be added to the collection. If a challenged item has been approved to be relocated, the item will be moved to the location deemed appropriate by the librarian and library advisory board. If a request is denied, the item will not be subject to reevaluation for three years. If the requester threatens legal action in opposition to the librarian and library advisory board's decision, the case will be reviewed by the City's attorney. Such, the final decision will be made by Elgin City Council.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH BASTROP COUNTY “COUNTY” TO SUPPORT THE 9-1-1 GEOGRAPHIC INFORMATION SYSTEM DATABASE MANAGEMENT AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Development Services.

PROPOSED ACTION: Discussion, consideration, and action on a Resolution authorizing the City Manager to execute an interlocal agreement with Bastrop County to support the 911 Geographic Information System (GIS) Database Management.

BACKGROUND: The Department presently works with the County to send them information which includes sending Ordinances that change the City limits, assigns Council Wards, creates limited purpose annexations, and creates special purpose districts such as Municipal Utility Districts (MUD’s). It also sends and coordinates administrative items such as reserving proposed street names, changing of street names, proposed street names for subdivisions, plats, assigning/changing postal addresses, and coordinating GIS between TRC Engineers, Inc. (who handles the City GIS system) and the County for these above stated items.

The County is in the process of working with the Capital Area Council of Government (CAPCOG) to make the initial move to Next Generation 911 (NG9-1-1). They have entered an interlocal agreement with CAPCOG to start this process. This interlocal agreement with the County is the next step for the local governments within the County, including the City, to formalize their dispersal of information to the County. This agreement just formalizes processes we already mostly do with the County. The information we presently do not send to them such as traffic modifications (i.e. designation of one ways and speed limits) can be handled administratively.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included { } not included in the current-year budget {X} N/A

RECOMMENDATION: Staff recommends approval of the agreement.

ATTACHMENTS: Resolution and Interlocal Agreement.

{ } Staff will be making a detailed presentation on this agenda item at the meeting.

{X} Staff will provide brief comments and answer questions on this item at the meeting.

{ } This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

RESOLUTION NO.

A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH BASTROP COUNTY "COUNTY" TO SUPPORT THE 9-1-1 GEOGRAPHIC INFORMATION SYSTEM DATABASE MANAGEMENT AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, the County has entered an Interlocal Contract for 9-1-1 Geographic Information System Database Management with the Capital Area Council of Governments ("CAPCOG's Interlocal") to support the Strategic Plan of the Capital Area Emergency Communications District ("CAECD" or "District"), and

WHEREAS, in the CAPCOG Interlocal Contract, the County has agreed to perform several duties including entering and maintaining agreements with all other local governments in the County who have the authority to assign address points, street names and address ranges, alter public safety answering point boundaries, alter emergency service boundaries or alter city limit boundaries; and

WHEREAS, the Parties enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Government Code so the City is authorized to provide address assignments, street names and address ranges, public safety answering point boundaries, emergency service boundaries and city limit boundaries to the County in a timely manner to help ensure efficient and accurate response to emergency calls and text messages county-wide.

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

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization. The City Manager is hereby authorized to execute the *Interlocal Agreement to Support 9-1-1 Geographic Information System Database Management* with the County, a copy of which being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. Effective Date. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED THIS 15th day of August 2023

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

JENNIFER STUBBS, City Secretary

BASTROP COUNTY AND CITY OF ELGIN

INTERLOCAL AGREEMENT TO SUPPORT 9-1-1 GEOGRAPHIC INFORMATION SYSTEM DATABASE MANAGEMENT

This Interlocal Cooperation Agreement (“Agreement”) is between Bastrop County, a political subdivision of the State of Texas (“COUNTY”) and the **City of Elgin**, general law municipality and political subdivision of the State of Texas (“PUBLIC AGENCY”). The COUNTY and PUBLIC AGENCY may be referred to individually as “Party” and collectively as “Parties.”

Whereas, the COUNTY has entered into an Interlocal Agreement for 9-1-1 Geographic Information System Database Management with the Capital Area Council of Governments (“CAPCOG ILA”) to support the Strategic Plan of the Capital Area Emergency Communications District (“CAECD” or “District”).

CAPCOG desires to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region’s transition to Next Generation 9-1-1 emergency communications service within the District; and

Whereas, in the CAPCOG ILA, the COUNTY agreed to perform several duties including entering into and maintaining agreements with all other local governments who have the authority to assign address points, street names and address ranges, alter public safety answering point boundaries, alter emergency service boundaries or alter city limit boundaries; and

Whereas, the Parties enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Government Code so PUBLIC AGENCY is authorized to provide address assignments, street names and address ranges, public safety answering point boundaries, emergency service boundaries and city limit boundaries to the COUNTY in a timely manner to help ensure efficient and accurate response to emergency calls and text messages county-wide.

Now Therefore, in consideration of the obligations described in this Agreement, and the benefits accrued to the citizens of the COUNTY and PUBLIC AGENCY, the Parties do agree as follows:

Section 1. Purpose

The purpose of this Agreement is to ensure the exchange of data and information between the Parties in a timely manner for the maintenance of the District’s 9-1-1 GIS database to help ensure efficient and accurate response to emergency calls and text messages in PUBLIC AGENCY’s jurisdiction within the COUNTY’s provisioning boundary.

Section 2. Agreement Term

This Agreement becomes effective on the date last signed by the Parties and **ends on September 30, 2024**. This Agreement automatically extends for two (2) 12-month extension periods unless either party terminates this Agreement in accordance with the provisions of this Agreement. The initial term or each extension term may be referred to “Term” under this Agreement.

Section 3. PUBLIC AGENCY Cost

PUBLIC AGENCY is responsible for any and all costs incurred to perform its obligations under this Agreement. The COUNTY will not be responsible for this cost.

Section 4. Project Representatives

4.1 Each Party's Project Representative is authorized to give and receive communications and directions on behalf of their Party. All communications must be addresses to the Party's Project Representative or their designee. Each Party's Project Representative may indicate a designee through email to the other Party's Project Representative. The contact information of the Party's Project Representative is as follows:

COUNTY	PUBLIC AGENCY
Julie Sommerfeld	Beau Perry
GIS Manager	Development Services Interim Director
804 Pecan Street, Bastrop TX 78602	P.O. Box 581, Elgin, TX 78621
512-581-4012	512-281-0119
julie.sommerfeld@co.bastrop.tx.us	beau.perry@elgintexas.gov

4.2 Should the identity of the Party's Project Representative change, each Party will identify a qualified and competent replacement and promptly notify the other Party of the change. No formal amendment is otherwise required for this section.

Section 5. COUNTY Duties

The COUNTY agrees to carry out duties shown in Exhibit A.

Section 6. PUBLIC AGENCY Duties

PUBLIC AGENCY agrees to carry out the duties shown Exhibit B.

Section 7. Confidential and Proprietary Information

All material submitted to the COUNTY becomes public property and is subject to the Texas Public Information Act upon receipt, unless the disclosure is expressly prohibited by law. If PUBLIC AGENCY does not desire proprietary information to be disclosed, each page must be identified and marked proprietary at time of submittal. The COUNTY will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. If PUBLIC AGENCY fails to identify proprietary information, it agrees that by submission of the information that the material shall be deemed nonproprietary and available upon public request.

Section 8. County Right to Audit

PUBLIC AGENCY agrees representatives of the COUNTY shall have access to, and the right to audit, examine or reproduce, any and all documents of PUBLIC AGENCY related to PUBLIC AGENCY's performance under this Agreement upon COUNTY's advance written notice to PUBLIC AGENCY and scheduling between the Parties. In no event will the COUNTY have the right to inspect records PUBLIC AGENCY deems confidential or proprietary. Audits shall be at the COUNTY's expense.

Section 9. PUBLIC AGENCY Right to Audit

COUNTY agrees representatives of PUBLIC AGENCY shall have access to, and the right to audit, examine or reproduce, any and all documents of the COUNTY's performance under this Agreement upon PUBLIC AGENCY's advance written notice to COUNTY and scheduling between the Parties. In no event will PUBLIC AGENCY have the right to inspect records the COUNTY deems are confidential or proprietary. Audits shall be at PUBLIC AGENCY's expense.

Section 10. Independent Contractor

This Agreement shall not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or a joint venture between the parties. COUNTY and PUBLIC AGENCY are independent contractors. The Parties agree and understand that this Agreement does not grant unto the other Party any rights or privileges established for employees of either the COUNTY or PUBLIC AGENCY.

Section 11. Default

A Party to this Agreement shall be in default ("Event of Default") under this Agreement if the Party (a) fails to fully, timely and faithfully perform any of its material obligations under this Agreement; or (b) fails to provide adequate assurance of performance under Section 12.

Section 12. Right to Assurance

Whenever a Party to this Agreement in good faith has reason to question the other Party's intent to perform, demand may be made to the other Party for written assurance of the intent to perform. In the event that no assurance is given within ten working days after demand is made, the demanding Party may treat this failure as an anticipatory repudiation of the Agreement.

Section 13. Termination for Cause

If either Party commits an Event of Default, the non-defaulting Party shall deliver written notice of such Event of Default to the defaulting Party. Such notice must specify the nature of the Event of Default and inform the defaulting Party that unless the Event of Default is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the defaulting Party begins a good faith attempt to cure the Event of Default within thirty (30) days, then and in that instance, the thirty (30) day period may be extended by the non-defaulting Party, so long as the defaulting Party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Default. If, in the opinion of the non-defaulting party, the defaulting Party does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the Event of Default, the defaulting party shall be deemed to be in default and the non-defaulting Party may terminate this Agreement. The Parties' rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

Section 14. Termination without Cause

Either Party may terminate this Agreement without cause by providing thirty (30) days advance written notice to the other party.

Section 15. Dispute Resolution

15.1 If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to

negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either Party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each Party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below.

15.2 Negotiation may be waived by a written agreement signed by both Parties, in which event the Parties may proceed directly to mediation as described below. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the COUNTY and PUBLIC AGENCY agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the said agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or an agreement interpretation expert. The Parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The COUNTY and PUBLIC AGENCY will share the costs of mediation equally.

Section 16. Survival of Obligations

All provisions of this Agreement that impose continuing obligations on the parties, including but not limited agreement purpose, and confidentiality shall survive the expiration or termination of this Agreement.

Section 17. Texas Public Information Act

The Parties agree that this Agreement is subject to the Texas Public Information Act and the Act shall control to the extent of any conflict between the terms of this Agreement and the Act.

Section 18. Current Revenues

This Agreement is authorized by the Interlocal Cooperation Act of Chapter 791 of the Texas Government Code. This Agreement does not require payments from one party to the other. However, to the extent applicable, each party's monetary obligations hereunder are payable only and solely from the current revenues appropriated and available for the performance of such obligations.

Section 19. Assignment

A Party to this Agreement may not assign or transfer its interests under this Agreement.

Section 20. Entirety of the Agreement

This Agreement constitutes the entire Agreement and understanding between the Parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This Agreement may not be amended in whole or in part except in a written amendment executed by both Parties to this Agreement.

Section 21. Jurisdiction and Venue

The Parties agree that this Agreement is governed by the laws of the State of Texas and that venue for a dispute arising from this Agreement shall be either in Bastrop County, Texas or in the United States District Court, Western District of Texas, Austin, Texas.

Section 22. Severability

If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement remains effective to the extent permitted by law.

Section 23. Notice to Parties

23.1 Notice to be effective under this Agreement must be in writing and received by the Party against whom it is to operate. Notice is received by a party: A) when it is delivered to the Party personally; B) on the date shown on the return receipt if mailed registered or certified mail, return receipt requested, and signed for on behalf of the Party; or C) three business days after its deposit in the United States mail, with first-class postage affixed. Notices to Party's shall be addresses as follows:

COUNTY

County Judge

Bastrop County

804 Pecan Street

Bastrop, Texas 78602

512-332-7201

PUBLIC AGENCY

City Manager

City of Elgin

P.O. Box 591 (310 N Main Street)

Elgin, Texas 78621

512-281-5724

23.2 A Party may change its address by providing notice of the change in accordance with Section 23.1.

Section 24. Governmental Immunity

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither the COUNTY nor PUBLIC AGENCY waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

Section 25. Execution of this Agreement

Parties to this Agreement shall submit certified documentation of approval by the governing body authorized to execute this Agreement. This Agreement may be executed (by original or facsimile) by the Parties in one or more counterparts, each of which shall be considered one and the same agreement.

Section 26. Force Majeure

Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party ("Force Majeure"). Force Majeure does not include economic or market conditions, which affect a party's cost, but not its ability to perform. The Party invoking Force Majeure shall give prompt, timely and adequate notice to the other Party, by facsimile transmission or telephone

confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. In the event of default or delay in Agreement performance due to any of the foregoing causes, then the time for completion of the services will be extended by a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

Section 27. Exhibits

27.1 The following documents are incorporated into and made part of this Agreement:

Exhibit A _____ COUNTY DUTIES
Exhibit B _____ PUBLIC AGENCY DUTIES
Exhibit C _____ CAPCOG ILA
Exhibit D _____ USPS PUBLICATION 28 APPENDIX C
Exhibit E _____ ACRONYMS AND DEFINITIONS

27.2 Upon Exhibit C being amended; supplemented; otherwise modified; superseded; or a new CAPCOG ILA is executed, the COUNTY will promptly provide the PUBLIC AGENCY's Project Representative with a copy. No formal amendment to this Agreement is otherwise required.

Section 28. Agreement and Signatures

Each individual signing this Agreement on behalf of a Party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

This Agreement states the entire agreement of the Parties, and an amendment to it is not effective unless in writing and signed by all Parties.

This Agreement is executed in duplicate originals. The Agreement is effective on the last date signed by the Parties.

BASTROP COUNTY

By: _____
Gregory Klaus
County Judge

Date: _____

Attest:

By: _____
Krista Bartsch, County Clerk

CITY OF ELGIN

By: _____
Thomas Mattis
City Manager

Date: _____

By: _____
Jennifer Stubbs, City Secretary

Exhibit A

COUNTY DUTIES

Scope of Work Overview

The goal of the COUNTY's scope of work is to facilitate the exchange of information between itself and the PUBLIC AGENCY to help ensure the efficient and accurate response to emergency calls and text messages in the PUBLIC AGENCY's jurisdiction within the COUNTY's provisioning boundary. Such work helps support the Capital Area Emergency Communications District's ("CAECD's" or "District's") Strategic Plan in accordance with the CAPCOG ILA, as shown in *Exhibit C of this Agreement*. County task's include:

Section 1. Tasks

COUNTY agrees to the following tasks in PUBLIC AGENCY's jurisdiction within the COUNTY's provisioning boundary:

1. Street Names

In regards to proposed street names COUNTY agrees to:

- 1.1 Review to identify duplicated and sound-alike names;
- 2.1 Provide written determination to PUBLIC AGENCY of its findings within 20 business days following receipt of proposed names; and
- 3.1 Place in reserved status for a period of 2 years proposed names approved by PUBLIC AGENCY and determined by COUNTY to be unique, including phonetically.

2. 9-1-1 GIS Database Management

In regards to the maintenance of the 9-1-1 GIS database COUNTY agrees to:

- 1.2 Carry out the scope of work in accordance with the CAPCOG ILA, as outlined in *Exhibit C of this Agreement*.
- 2.2 Include in it's monthly updates to CAPCOG any valid 9-1-1 related information or data (refer to *Exhibit B of this Agreement*) received from the PUBLIC AGENCY by the 10th business day of the month.

3. GIS Data

In regards to GIS data, COUNTY agrees to provide a copy upon written request by the PUBLIC AGENCY to the extent allowed by laws, rules, regulations and agreements.

4. 9-1-1 Data

In regards to 9-1-1 data, COUNTY agrees to provide information upon written request by the PUBLIC AGENCY to the extent allowed by laws, rules, regulations and agreements.

Exhibit B

Public Agency Duties

Scope of Work Overview

The intent of this scope of work is to facilitate the exchange of information between the COUNTY and the PUBLIC AGENCY to help ensure that efficient and accurate response to emergency calls and text messages in the PUBLIC AGENCY's jurisdiction within the COUNTY's provisioning boundary. Such work is in accordance with the CAPCOG ILA, shown in *Exhibit C of this Agreement*, which supports the Capital Area Emergency Communications District's ("CAECD's" or "District's") Strategic Plan. In order to accomplish this:

1. Calls and texts must be routed to the correct public safety answering point (PSAP);
2. The correct emergency service provider must be dispatched to the appropriate location; and
3. The emergency responders must be able to know the most efficient route to reach that location.

Section 1. Basic Work

Basic work involves information and data preparation needed for the 9-1-1 GIS database but does NOT involve updating the 9-1-1 GIS database directly.

PUBLIC AGENCY agrees to provide notification, information, and records that are essential for the maintenance of the 9-1-1 GIS database in its jurisdiction within the COUNTY's provisioning boundary within 30 days of approval, assignment or action, unless otherwise noted:

1. Boundaries

In regards to boundaries the PUBLIC AGENCY agrees to:

1.1. Annexations and Disannexations:

- (a) Inform the COUNTY of all proposed annexations and disannexations no later than twenty (20) business days prior to consideration by its governing body and provide the COUNTY a map and description of all subject areas;
- (b) Notify the COUNTY of all approved annexations and disannexations within 24 hours of approval and provide the COUNTY a copy of official documentation and maps; and
- (c) Provide the COUNTY a maintained and updated municipal boundary polygon in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*, as soon as possible following any annexation or disannexation.

1.2. Public Safety Answering Points (PSAP):

- (a) Inform the COUNTY of any proposed change to alter the PSAP boundary no later than twenty (20) business days prior to consideration by its governing body and provide the COUNTY a map and description of all subject areas;
- (b) Coordinate all PSAP boundary changes with the COUNTY;
- (c) Inform the COUNTY of the desired effective date of any PSAP boundary change;
- (d) Notify the COUNTY of all approved PSAP boundary changes within 24 hours of approval and provide COUNTY official documentation and maps; and

- (e) Optionally, provide the COUNTY a maintained and updated PSAP polygon in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

1.3. Emergency Service Boundary (ESB):

- (a) Inform the COUNTY of any proposed changes to alter a law, fire, or emergency medical service ESB no later than twenty (20) business days prior to consideration by its governing body and provide the COUNTY a map and description of all subject area;
- (b) Coordinate all ESB changes with the COUNTY;
- (c) Inform the COUNTY of the desired effective date of all ESB changes;
- (d) Notify the COUNTY of all approved ESB changes within 24 hours of approval and provide COUNTY official documentation and maps; and
- (e) Optionally, provide the COUNTY maintained and updated law, fire, and emergency medical service ESB polygons in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

2. Public Safety Agencies

In regards to public safety agencies (PSA) the PUBLIC AGENCY agrees to:

2.1. First Responders

- (a) Inform the COUNTY of any proposed change in a PSA responsible for providing PSAP, law, fire, or emergency medical service no later than twenty (20) business days prior to consideration by its governing body;
- (b) Coordinate the change of any PSA with the COUNTY;
- (c) Inform the COUNTY of the desired effective date of a change to any PSA;
- (d) Notify the COUNTY of a change to any PSA within 24 hours of approval and provide COUNTY official documentation; and
- (e) Provide the County the name, contact information, and any other relative information of each PSA who provides services within the municipality's jurisdiction.

3. Streets

In regards streets PUBLIC AGENCY agrees to:

3.1. Names

- (a) **Proposed:**
 - (i) Provide the COUNTY with all proposed street names for their review and determination in accordance with *Exhibit A, Section 1, Subsection 1, of this Agreement*;
 - (ii) Prohibit the use of any street names deemed a duplication, including phonetically, within the same postal community and within the COUNTY's provisioning boundary; and
 - (iii) Cancel any nonessential street name held in reservation by the COUNTY.
- (b) **New/Approved:**
 - (i) Ensure any approved street name complies with *Exhibit B, Section 3.1(a), of this Agreement*;
 - (ii) Provide the COUNTY a layout or plat of named streets within 10 business days following the PUBLIC AGENCY's final approval; and
 - (iii) Optionally, provide the COUNTY a maintained and updated road centerlines in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

(c) Renamed:

- (i) Ensure any renamed street complies with *Exhibit B, Section 3.1(a), of this Agreement*;
- (ii) Coordinate the renaming of any street with the COUNTY;
- (iii) Inform the COUNTY the desired effective date of any renamed street;
- (iv) Provide the COUNTY documentation, including a layout or plat, of any renamed street within 10 business days following the PUBLIC AGENCY's final approval; and
- (v) Optionally, provide the COUNTY a maintained and updated road centerlines in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

3.2. Layout:

- (a) Supply the COUNTY with a map or plat of any street which is:
 - (i) Platted;
 - (ii) Official recognized and named;
 - (iii) Undergoing new construction; or
 - (iv) Altered to change its positional location, including extended or shorted; and
- (b) Provide the COUNTY with documentation, including a layout or plat, of any street which is permanently closed, abandoned, discontinued, or vacated within ten (10) business days following the PUBLIC AGENCY's final approval; and
- (c) Optionally, provide the COUNTY a maintained and updated road centerlines in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

3.3. Address Ranges:

- (a) Provide the COUNTY the address range for every named street segment, including:
 - (i) Low and high address numbers;
 - (ii) Address Parity (odd, even, both) for each side of the street (left, right); and
 - (iii) Direction in which address numbers increase; and
- (b) Provide the COUNTY a map or plat which displays the address range of each named street segment.

3.4. Functional Classifications:

- (a) Provide the COUNTY functional classification of each street; and
- (b) Notify the COUNTY when the functional classification of any street changes.

3.5. Status

- (a) Provide written notification frame to the COUNTY of any street which is:
 - (i) Approved; and
 - (ii) Accepted.

3.6. Traffic Regulations

- (a) Speed Limits:
 - (i) Provide the COUNTY with official documentation of any approved or altered speed limit within 24 hours of approval; and
 - (ii) Upon written request, supply the COUNTY detailed information on previously established speed limits.
- (b) Direction of Travel Flow:
 - (i) Provide the COUNTY with official documentation of any street designated for one-way traffic within 24 hours of approval; and

- (ii) Upon written request, supply the COUNTY detailed information on streets previously designated for one-way traffic.

4. Addresses

In regards to address numbers PUBLIC AGENCY agrees to:

4.1. New:

- (a) Ensure each assigned address complies with and validates against the street name and address range information provided to the COUNTY under *Exhibit B, Section 1, subsections 3.1(b) and 3.3(a), of this Agreement*;
- (b) Notify the COUNTY in writing of each address assignment within 10 business days of assignment. Include with each notice:
 - (i) The full and complete address, including all appropriated address characteristic;
 - (i) A map, or coordinates, with positional accuracy of the structure or designated site location within +/- 25 feet of its true location or intended designation; and
 - (ii) The effective date of the assignment;
- (c) Coordinate all mass address assignments with the COUNTY; and
- (d) Optionally, provide the COUNTY a maintained and updated site/structure address points in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

4.2. Reassigned/Corrected:

- (a) Ensure each reassigned or corrected address complies with and validates against the street name and address range information provided to the COUNTY under *Exhibit B, Section 1, subsections 3.1(b) and 3.3(a), of this Agreement*;
- (b) Notify the COUNTY in writing of each address change or correction within 10 business days of its reassignment. Include with each notice:
 - (ii) The full and complete former address, including all appropriated address characteristic;
 - (iii) The full and complete new address, including all appropriated address characteristic;
 - (i) The effective date of the assignment;
- (c) Coordinate all mass address changes with the COUNTY; and
- (d) Optionally, provide the COUNTY a maintained and updated site/structure address points in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

4.3. Relocation:

- (a) Notify the COUNTY in writing when the spatial location of any addressed structure or site occurs. Include with each notice:
 - (iv) The full and complete address, including all appropriated address characteristic;
 - (i) A map, or coordinates, with positional accuracy of the structure or designated site's new location within +/- 25 feet of its true location or intended designation; and
 - (ii) The effective date of the change;
- (b) Coordinate all mass address relocations with the COUNTY; and
- (c) Optionally, provide the COUNTY a maintained and updated site/structure address points in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

4.4. Cancellation:

- (a) Notify COUNTY in writing of any address assignment which subsequently cancelled, voided or otherwise deemed invalid for use. The notice shall include:

- (v) The full and complete address, including all appropriated address characteristic;
- (i) The effective date; and
- (b) Coordinate all mass address cancellations with the COUNTY; and
- (c) Optionally, provide the COUNTY a maintained and updated site/structure address points in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

5. Subdivision

In regards to subdivisions PUBLIC AGENCY agrees to:

5.1. Plats:

- (a) Ensure all street names which appear on the plat were preapproved in accordance with *Exhibit A, Section 1, of this Agreement*;
- (b) Provide COUNTY a copy of all plats within 10 business days of approval;
- (c) Notify COUNTY of all streets undergoing construction prior to a plat's final approval; and
- (d) Furnish COUNTY a map or plat which prominently displayed street names and address numbers within 10 business of the finalization of address assignments.

Section 2. Discrepancy and Error Resolution Work

Discrepancy and error resolution work involves researching and collecting information necessary to resolve any identified or reported inaccuracy associated with 9-1-1 database but does NOT involve updating the 9-1-1 database directly.

PUBLIC AGENCY agrees to expeditiously research and provide accurate information to the COUNTY that is necessary to resolve any discrepancies or errors identified or reported by an authorized stakeholder. Discrepancies and errors include, but are not limited to:

1. 9-1-1 call errors:

- 1.1. Incorrect Automatic Location Identifier (ALI);
- 1.2. Call Misroute; or
- 1.3. No Record Found (NRF).

2. Telephone Number (TN) Database errors:

- 2.1. Incorrect ALI;
- 2.2. Missing Master Street Address Guide (MSAG) record; or
- 2.3. Incorrect MSAG record.

3. Master Street Address Guide (MSAG) Database errors:

- 3.1. Missing MSAG records;
- 3.2. Incorrect MSAG records;

4. 9-1-1 GIS database errors:

- 4.1. Geometry, such as
 - (a) Duplicate Features;
 - (b) Feature Outside Provisioning Boundary;

- (c) Feature Gap or Overlap; or
- (d) Road Centerline (RCL) Disconnect;
- 4.2. Attribute, such as:
 - (a) Mismatch compared to another layer;
 - (b) RCL Parity Issue;
 - (c) Missing Critical Field Value;
 - (d) Unmatched Site/Structure Address Point (SSAP) to ALI Record;
 - (e) Unmatched RCL to MSAG Record;
 - (f) Duplicate Globally Unique Identifications (GUIDs); or
 - (g) Missing Routing Uniform Resource Identifier (URI).

5. Address errors:

- 5.1. Any address reported by a property owner, resident, member of the public, service provider, government entity, etc. for which no 9-1-1 address point exists.
- 5.2. Any reported address which cannot be validated against a RCL or MSAG Record.

Section 3. GIS Work

GIS work is optional and involves maintaining and updating GIS data related to the 9-1-1 GIS database in the PUBLIC AGENCY's jurisdiction within the COUNTY's provisioning boundary. GIS work does NOT involve updating the 9-1-1 GIS database directly.

When conducting GIS work related to this *Agreement* PUBLIC AGENCY agrees to:

1. Maintenance

Create and maintain current GIS data related to one or more 9-1-1 GIS data layers:

- (a) Site/Structure Address Points (SSAPs);
- (b) Road Centerlines (RCLs);
- (c) Municipal Boundaries;
- (d) PSAP Boundaries;
- (e) Emergency Service Zones (ESZ);
- (f) Law Emergency Service Boundary (ESB);
- (g) Fire ESB; and
- (h) Emergency Medical Service (EMS) ESB.

2. Data Requirement

Follow the GIS data requirements outlined the *CAPCOG NG9-1-1 Transitional GIS Data Requirements*, in accordance with *Exhibit C, Attachment B, of this Agreement*.

3. Quality

Perform quality assurance/quality control measure to ensure GIS data provided to the COUNTY is high quality.

4. Format

Provide GIS data to the COUNTY in ESRI file geodatabase or shapefile format.

5. Coordinate System

Submit GIS data to the COUNTY in a common projected coordinate system.

6. Metadata

Include metadata with all GIS data provided to the COUNTY that includes, at a minimum:

- (a) A description of the data (Summary and Description);
- (b) Definitions of the attributes and the attribute values;
- (c) Time period covered by the data;
- (d) Restrictions to access and/or use of the data;
- (e) Contact information; and
- (f) Keywords that enable users to search and find data.

7. Timely Submittal

Submit GIS data to the COUNTY by the 10th business day of each month.

8. Non-geospatial Data and Information

Continue to submit to the COUNTY all notification, information, and records that are essential for the maintenance of the 9-1-1 GIS database in its jurisdiction within COUNTY's provisioning boundary as outlined in *Exhibit B, Section 1, of this Agreement*.

Exhibit C

CAPCOG INTERLOCAL AGREEMENT FOR 9-1-1 GIS DATABASE MANAGEMENT

Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management FY 2023

1. Parties and Purpose

- 1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. One of CAPCOG's functions includes the operation of the Capital Area Emergency Communications District ("CAECD" or "the District") a regional emergency communications district of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended. On behalf of the District, CAPCOG desires to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region's transition to Next Generation 9-1-1 emergency communications service within the District.
- 1.2. Bastrop County ("PUBLIC AGENCY") is Texas County that has agreed to participate in maintaining and updating the district's 9-1-1 GIS database and exercises its authority under Section 251.013 of the Texas Transportation Code to name public roads and assigning address numbers to property located in unincorporated areas of the county.
- 1.3. This Interlocal Agreement (ILA) is entered into between CAPCOG and PUBLIC AGENCY under Chapter 791 of the Texas Government Code in order to compensate the PUBLIC AGENCY for the work required to maintain and update the district's 9-1-1 GIS database.
- 1.4. For the purpose of carrying out CAPCOG's duties and obligations under this agreement, the parties understand and agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG), and their representatives, individually, officially, and collectively.

2. Goods and Services

- 2.1. PUBLIC AGENCY agrees to carry out the scope of work in Attachment A in accordance with the data requirements in Attachment B.

3. Cooperative Purchasing

- 3.1. CAPCOG may periodically identify opportunities to cooperatively purchase goods or services for the 9-1-1 GIS data for participating organizations.
- 3.2. If PUBLIC AGENCY chooses to participate in a cooperative purchase of 9-1-1 GIS goods or services organized by CAPCOG, PUBLIC AGENCY agrees that CAPCOG may deduct the cost of PUBLIC AGENCY's share of those goods or services from the contract price otherwise payable to the PUBLIC AGENCY.

4. Effective Date and Term of Contract

- 4.1. This contract takes effect October 1, 2022, and terminates on September 30, 2023, unless terminated earlier under Section 10.

5. Contract Price and Payment Terms

- 5.1. For work performed under this agreement, CAPCOG agrees to compensate PUBLIC AGENCY an amount not to exceed \$145,368.85.

- 5.2. PUBLIC AGENCY agrees to invoice CAPCOG as follows for deliverables as described in Attachment A for these quarters:

October 1, 2022 – December 31, 2022: \$36,342.22, invoice due by close of business, Tuesday, January 9, 2023;

January 1, 2023 – March 31, 2023: \$36,342.21, invoice due by close of business, Friday, April 7, 2023;

April 1, 2023 – June 30, 2023: \$36,342.21, invoice due by close of business, Monday, July 10, 2023; and

July 1, 2023 – September 30, 2023: \$36,342.21, invoice due by close of business, Friday, October 6, 2023.

Timely submission of invoices will be considered in CAPCOG's evaluation of PUBLIC AGENCY's performance of this ILA, and CAPCOG reserves the right to reject any invoice submitted more than 90 days after the end of each quarter.

- 5.3. PUBLIC AGENCY agrees to submit a performance report along with each invoice in accordance with the scope of work in Attachment A. If CAPCOG determines that PUBLIC AGENCY has not meet performance expectations described in Attachment A, CAPCOG will provide a written explanation to PUBLIC AGENCY, and PUBLIC AGENCY agrees to provide, within five business days, a comprehensive explanation of the performance deficiency and a plan for achieving performance targets during the next quarter.
- 5.4. CAPCOG agrees to pay invoices within 30 days after receiving a correct invoice, after CAPCOG determines that the PUBLIC AGENCY has fulfilled its obligations for the quarter in accordance with Attachment A.
- 5.5. CAPCOG reserves the right to reject in whole or part a quarterly invoice in part or in whole if PUBLIC AGENCY has not adequately fulfilled its obligations under this ILA.

6. Compliance with Applicable Law and Policy

- 6.1. PUBLIC AGENCY agrees to comply with all applicable law and policy in carrying out this ILA.

7. Independent Contractor, Assignment, and Subcontracting

- 7.1. PUBLIC AGENCY is not an employee or agent of CAPCOG, but furnishes goods and services under this ILA solely as an independent contractor.

- 7.2. PUBLIC AGENCY may not assign its rights or subcontract its duties without the written consent of CAPCOG. An attempted assignment or subcontract in violation of this section is void.
 - 7.3. If CAPCOG consents to PUBLIC AGENCY's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this ILA, and PUBLIC AGENCY agrees to furnish a copy of this ILA to each subcontractor and furnish, upon request, a copy of PUBLIC AGENCY's contract with any subcontractor to CAPCOG.
 - 7.4. If PUBLIC AGENCY wishes to assign the role of project representative to anyone other than a PUBLIC AGENCY employee to serve as its project representative for this ILA, it shall provide documentation to CAPCOG that the subcontractor consents to serve in this capacity.
8. Records and Monitoring
- 8.1. PUBLIC AGENCY agrees to maintain records adequate to document its performance and costs of carrying out this ILA at PUBLIC AGENCY's offices.
 - 8.2. Subject to additional requirements of section 8.3, PUBLIC AGENCY agrees to preserve the records for three fiscal years after receiving final payment under this ILA.
 - 8.3. If an audit or information in the records is disputed or the subject of litigation, PUBLIC AGENCY agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.
 - 8.4. Upon advance and reasonable notice to the PUBLIC AGENCY, CAPCOG is entitled to inspect and copy, during normal business hours at PUBLIC AGENCY's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAPCOG is also entitled to visit PUBLIC AGENCY's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.
 - 8.5. CAPCOG reserves the right to visit PUBLIC AGENCY's offices to monitor performance of this contract at least during the performance period to ensure compliance with applicable law and policy. If CAPCOG exercises this option, it will provide PUBLIC AGENCY with a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.
 - 8.6. CAPCOG agrees to notify PUBLIC AGENCY at least 24 hours in advance of any intended visit under this Section other than as described in Section 8.5. Upon receipt of CAPCOG's notice, PUBLIC AGENCY agrees to notify the appropriate department(s) specified in the notice of CAPCOG's intended visit.
9. Nondiscrimination and Equal Opportunity
- 9.1. PUBLIC AGENCY shall not exclude anyone or entity from participating in PUBLIC AGENCY's duties under this ILA, deny benefits under this ILA, or otherwise discriminate against anyone in carrying out this contract because of any protected category under CAPCOG's personnel policies, which include race, color, religion, sex, age, disability, handicap, veteran status, national origin, sexual orientation, or gender identity.

- 9.2. If PUBLIC AGENCY procures goods or services with funds made available under this ILA, PUBLIC AGENCY agrees to comply with CAPCOG's affirmative action procurement policy, which is set out in CAECD's 9-1-1 Policies and Procedures Manual.

10. Early Termination of Contract

- 10.1. If CAPCOG or PUBLIC AGENCY breaches a material provision of this ILA, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time as agreed by the parties, despite the breaching party's reasonable diligence and good faith effort to do so, the non-breaching party may terminate the contract or may invoke the dispute resolution process of section 11.
- 10.2. If this ILA is terminated under this section, CAPCOG and PUBLIC AGENCY are entitled to compensation for goods and services provided the other before receiving notice of the suspension or termination. However, neither CAPCOG nor PUBLIC AGENCY is liable to the other for costs it paid or incurred under this contract made after or in anticipation of its receipt of notice of suspension or termination. The fraction of the maximum amount owed for each period described in sections 5.1 and 5.2 will be calculated based on the quarterly amount and fraction of CAPCOG business days during that quarter when the PUBLIC AGENCY carried out work pursuant to this ILA.
- 10.3. Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAPCOG and PUBLIC AGENCY among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.
- 10.4. The termination of this contract does not affect PUBLIC AGENCY's duty to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under section 8.

11. Dispute Resolution

- 11.1. The parties desire to resolve disputes arising under this ILA without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this section 11, toll the statute of limitations, or seek an injunction until they have exhausted the procedures set out in this Section 11.
- 11.2. At the written request of either party, each party shall promptly appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this ILA. The representatives appointed shall promptly determine the location, format, frequency, and duration of the negotiations.
- 11.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single

mediator assigned by the Center. Each party agrees to pay half the cost of the Center's mediation services.

- 11.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.
 - 11.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.
 - 11.6. A party's participation in or the results of any mediation or other non-binding dispute resolution process under this section or the provisions of this section shall not be construed as a waiver by party of: (1) any rights, privileges, defenses, remedies, or immunities available to a party; (2) a party's termination rights; or (3) other termination provisions or expiration dates of this ILA.
 - 11.7. Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.
12. Notice to Parties and Project Representatives
- 12.1. Notice to be effective under this ILA must be in writing and received by the party against whom it is to operate. Notice is received by a party: A) when it is delivered to the party personally; B) on the date shown on the return receipt if mailed or registered or certified mail, return receipt requested, to the party's address specified in 12.2 or 12.3 and signed for on behalf of the party; or C) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2 or 12.3.
 - 12.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attn: Executive Director
 - 12.3. PUBLIC AGENCY's address is: 804 Pecan Street, Bastrop TX 78602, Attn: County Judge.
 - 12.4. A party may change its address by providing notice of the change in accordance with Section 12.1
 - 12.5. Devon Humphrey, CAPCOG GIS Program Manager, is CAPCOG's Project Representative, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG's Project Representative or his designee. CAPCOG's Project Representative may indicate a designee through an e-mail to PUBLIC AGENCY's project representative. CAPCOG's Project Representative's phone number is (512) 916-6034, and his e-mail is dhumphrey@capcog.org
 - 12.6. Julie Sommerfeld is PUBLIC AGENCY's Project Representative, who is authorized to give and receive communications and directions on behalf of PUBLIC AGENCY. All communications including all payment requests must be addressed to the PUBLIC AGENCY's Project Representative or her designee. The PUBLIC AGENCY's Project Representative may indicate a designee through an e-mail to CAPCOG's project representative. PUBLIC AGENCY's Project

Representative's phone number is (512) 581-4012, and her e-mail is julie.sommerfeld@co.bastrop.tx.us.

13. Miscellaneous

- 13.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she: A) has actual authority to execute this contract on behalf of the governing body identified in this agreement; and verifies the governing body, by either minute order, resolution, or ordinance approved this agreement as required by Texas Government Code Section 791, as amended
- 13.2. This ILA shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereafter shall be solely in Travis County.
- 13.3. This ILA states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this ILA which are required by changes in Federal or State law or regulation are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 13.4. The following Attachments are part of this ILA: A) Scope of Work; and B) Data Requirements.
- 13.5. This contract is executed in duplicate originals.

BASTROP COUNTY

CAPITAL AREA COUNCIL OF GOVERNMENTS

By:



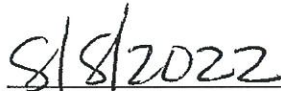
Name:

Paul Pape

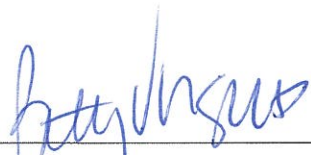
Title

County Judge

Date:



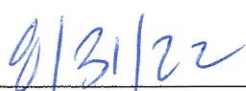
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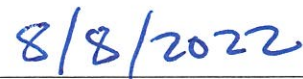
Betty Voights

Executive Director

Date:



Date of PUBLIC AGENCY Governing Body Approval:



Attachment A: Scope of Work

Overview

The goal of this scope of work is to facilitate the exchange of geospatial information between PUBLIC AGENCY and CAPCOG to help ensure that efficient and accurate response to emergency calls and text messages in all areas of the Capital Area Emergency Communications District (CAECD). In order to accomplish this:

1. Calls and texts must be routed to the correct public safety answering point (PSAP);
2. The correct emergency service provider must be dispatched to the appropriate location; and
3. The emergency responders must be able to know the most efficient route to reach that location.

Definitions

Core 9-1-1 GIS data terminology:

1. **9-1-1 GIS Database:** The geospatial database maintained and updated by the PUBLIC AGENCY that includes, at a minimum, all address points (SSAPs), road centerlines (RCLs), PSAP boundaries, Emergency Service Boundaries (ESBs), Emergency Service Zone (ESZ) boundaries, and city limit (municipal) boundaries for the PUBLIC AGENCY's provisioning boundary
2. **Data Layer:** Also known as a Feature Class, is a group of geographic features that reside in a table of information with corresponding locations on the earth (map) represented as either points, lines, or polygons.
3. **Address Points (SSAPs):** A data layer of points identifying sites or structures associated with a street address, or the location of access to a site or structure, but may also represent landmarks.
4. **Road (Street) Centerlines (RCLs):** A data layer of lines estimating the centerline of a roadway that contains information such as road name, road classification, and address range
5. **City Limit (Municipal) Boundary:** A polygon data layer representing the geographic extent of a city's administrative boundary, not including any extra-territorial jurisdiction. Updates to City Limit boundaries are used to update PSAP, ESB, and ESZ boundaries.
6. **Automatic Location Information (ALI) Database:** A tabular database of landline telephone numbers with associated location information used to route 9-1-1 calls to a PSAP.
7. **Legacy Master Street Address Guide (MSAG) Database:** A tabular database of street names and house number ranges within their associated communities defining ESZs and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls.

Specialized NG9-1-1 GIS terminology:

1. **Provisioning Boundary:** The authoritative polygon data layer that defines the PUBLIC AGENCY's geographic area of 9-1-1 GIS responsibility. This should be the entire extent of the PUBLIC AGENCY's administrative boundary, plus any other adjacent areas or minus areas within its administrative boundaries as agreed to between the PUBLIC AGENCY and another city or county. Provisioning boundaries may only be modified with express written concurrence between the PUBLIC AGENCY, adjacent PUBLIC AGENCIES, and CAPCOG.

The provisioning boundary should include the area that the PUBLIC AGENCY assigns address points and road names under its own authority, plus any other areas that the PUBLIC AGENCY does not have such authority, but with which it has entered into an exclusive agreement to obtain this information for the 9-1-1 GIS database. Situations that may warrant a change to a provisioning boundary include (but are not limited to): municipal annexations, disannexations, consolidation of two or more municipalities, formation of new municipalities, changes in PSAP service areas, and changes in emergency responder service areas.

2. **PSAP boundary**: The authoritative polygon data layer representing the geographic area within a provisioning boundary served by a single 9-1-1 call center (a PSAP), to which all emergency requests are initially routed.
3. **Emergency Service Boundary (ESB)**: A polygon data layer that represents the geographic area of responsibility for emergency response providers within the geographic extent of the provisioning boundary. Each 9-1-1 GIS database includes, at a minimum, a law ESB layer, a fire ESB layer, and an Emergency Medical Services (EMS) ESB layer.
4. **Emergency Service Zone (ESZ)**: A polygon data layer representing the area within a provisioning boundary served by a unique combination of law, fire, and EMS responders. ESZs are optional for inclusion in the NG9-1-1 GIS database.
5. **Database Schema**: Also known as Data Model, is the database structure with regard to field properties, including data type, field value constraints, etc. Converting one database schema to another involves field-matching (field-mapping) and other compatibility considerations.
6. **Geo-MSAG**: A geospatially-based database that replaces the MSAG and is created and managed using a road centerline GIS dataset. A city or county must first transition from a traditional tabular MSAG to a Geo-MSAG before it can transition to NG9-1-1. In order to qualify to initiate the transition to a Geo-MSAG, a county must achieve at least 98% match between ALI to RCL records as described later in this document.
7. **Globally Unique IDs (GUIDs)**: A unique identifier that is assigned to each record (feature) in an PUBLIC AGENCY's 9-1-1 GIS database; a GUID uniquely identifies a feature both within the PUBLIC AGENCY's 9-1-1 GIS database provisioning boundary and across all 9-1-1 GIS databases.

Quality Control terminology:

1. **Enterprise Geospatial Data Management System (EGDMS)**: A cloud-based quality control platform provided by AT&T/Intrado used for identifying critical errors that affect call and dispatch routing that will be used by the PUBLIC AGENCY to provision (determines acceptable) data to CAPCOG's NG9-1-1 system for call routing. EGDMS does not assess "significant" errors that affect dispatch.
2. **DataHub**: a cloud-based quality control platform provided by GeoComm that, in addition to being able to identify critical errors, can also identify "significant" and "other" errors in a PUBLIC AGENCY's 9-1-1 GIS database. DataHub is the system that will provide data to a call taker's map display in the near future.
3. **New Error**: Any error present in the PUBLIC AGENCY's 9-1-1 GIS database update for the first time.
4. **Legacy Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update that was also present in a preceding update.

5. **Accuracy Rate**: The percentage of features that have been assessed by EGDMS, DataHub, or both, as being free of errors or matching a related database.
6. **Error Rate**: The percentage of features that have been assessed as having a critical error, significant error, or as not matching a related database.
7. **Critical Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database assessed by EGDMS or DataHub that cause, or have a potential of causing, a critical fault in the routing of a 9-1-1 emergency service request call or text to the correct PSAP; the EGDMS system prevents data with critical errors from being uploaded to the NG9-1-1 system. Examples include (but are not limited to) gaps and overlaps between several of the data layers described above.
8. **Significant Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by GeoComm's Data Hub quality control software that cause, or have a potential of causing, a critical fault in Computer-Aided Dispatch (CAD) mapping platforms or other related systems.
9. **Other Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database identified by GeoComm's Data Hub quality control software other than a "critical" or "significant" error.

Task 1: Basic Work

Task 1 involves information gathering and data preparation needed for the 9-1-1 GIS database but does NOT involve updating the 9-1-1 GIS database directly.

Task 1.A: PUBLIC AGENCY shall submit to CAPCOG, at least once a month, a comprehensive record of 9-1-1 related information needed for complete and updated 9-1-1 GIS database records for all areas within the PUBLIC AGENCY's Provisioning Boundary consisting of:

1. Street Addresses
2. Roads
3. City limit boundaries
4. Law ESB*
5. Fire ESB*
6. Emergency Medical Service ESB*
7. ESZs*
8. Other pertinent information

*Shall be submitted if changes are requested for CAPCOG approval, otherwise these data are not required to be submitted as part of monthly dataset (see Task 1D).

Data submitted by PUBLIC AGENCY must adhere to requirements laid out in Attachment B.

Task 1B: PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter municipal boundaries, or change the geographic coverage of emergency service providers in order to ensure that these entities provide such data to PUBLIC AGENCY in a timely manner. When such changes occur, PUBLIC AGENCY shall provide CAPCOG with adequate advance notice of any substantive changes that could or should affect PSAP boundaries, ESB boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination. PUBLIC AGENCY shall submit a copy of each of these agreements to CAPCOG no later than October 5, 2022.

Task 1C: PUBLIC AGENCY shall be responsible for conveying any relevant information from CAPCOG regarding 9-1-1 GIS database integrity to other local governments and governmental entities partially or wholly within its provisioning boundary.

Task 1D: PUBLIC AGENCY shall provide to CAPCOG information from any County Commissioners' Court meetings or City Council meetings that would affect PUBLIC AGENCY's performance of this contract, including (but not limited to) changes to PSAPs, ESBs/ESZs, annexation, or subcontracting. PUBLIC AGENCY's Project Representative is expected to keep track of County Commissioners Court and City Council meeting agendas to determine if an item may affect the performance of this contract, and notify CAPCOG's project representative of any such issues as soon as possible, but no later than 2 days prior to the Commissioners Court or City Council meeting. Such information includes, but is not limited to, annexation notices, disannexation notices, and interlocal agreements related to emergency services and coverage areas. To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the PUBLIC AGENCY in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data and/or reinstate prior versions if the data submitted by PUBLIC AGENCY are found to have errors. Regardless of any such changes made by local governments within their provisioning boundary, those changes will not be made in the 9-1-1 system until this information is provided to CAPCOG, CAPCOG accepts the information, and makes the corresponding changes in the 9-1-1 system. CAPCOG shall make PUBLIC AGENCY aware of any required changes to these boundaries within three business days of being provided with the polygon data. Note that changes to these data may be sent to CAPCOG at any point during the month. PUBLIC AGENCY is responsible for downloading and using the latest authoritative version of the ESZ/ESB files used in the 9-1-1 system from CAPCOG at the beginning of each month to avoid repetition of errors if they have occurred.

Task 1.E: PUBLIC AGENCY shall send at least one representative to each scheduled 9-1-1 GIS User Group meetings (GMUG) and at least one training workshop hosted by CAPCOG during the performance period of this agreement.

Task 1.F: By October 7, 2022, PUBLIC AGENCY shall submit to CAPCOG a listing of which agencies are responsible for assigning 9-1-1 addresses within all areas of their provisioning boundary. Ideally, this should take the form of a polygon layer identifying each distinct area covered by an agency with addressing responsibility.

Task 2: GIS Work for PSAP Map Updates

Task 2 involves GIS work needed for directly maintaining and updating the 9-1-1 GIS database for use in monthly updates to PSAP mapping applications. This is work that CAPCOG would need to perform if the PUBLIC AGENCY did not do so. CAPCOG's expectation is that this work would be performed by a person, either on staff or subcontracted by the PUBLIC AGENCY, with responsibilities, knowledge, skills, education, and experience comparable to the state's "Geographic Information Specialist II" job description.¹ PUBLIC AGENCY must maintain at least one ESRI ArcGIS software license as specified in Attachment B in order to carry out this work. Task 2 includes the following sub-tasks:

Task 2.A: PUBLIC AGENCY shall submit all information required under Task 1.A that corresponds to GIS data layers in the 9-1-1 GIS database at least once a month. This will be provided in ESRI File

¹ Available online at: <http://www.hr.sao.texas.gov/CompensationSystem/JobDescriptions/>

geodatabase format (.gdb) pursuant to Attachment B and any other CAPCOG guidance on the 1st business day of each month or up to five business days prior to the 1st business day of the month. PUBLIC AGENCY shall first submit road centerline, street address point, city limit boundary data and their respective ALI extract for that month to DataHub in order to identify and address any mismatches between the ALI database and PUBLIC AGENCY's RCL and address point data, "critical" errors, and "significant" errors. PUBLIC AGENCY shall submit city limit boundaries that include the entire extent of any city limits wholly or partially located within its provisioning boundary, including any part of a city limit boundary that extends outside of its provisioning boundary. The quality control systems require the 9-1-1 GIS database to match the standardized database schema (data model) for these systems through field-matching (field-mapping) procedures and other standards.

Task 2.B: PUBLIC AGENCY shall address any errors identified by DataHub validation checks (reports) or CAPCOG Quality Control reports from those systems as soon as possible, but no later than the following conventional monthly submission to CAPCOG. This includes coordination with adjacent PUBLIC AGENCIES and CAPCOG where necessary.

Task 2.C: PUBLIC AGENCY shall address any other discrepancies identified by authorized stakeholders including, but not limited to, PSAP 9-1-1 call-takers.

Task 2.D: At least once a month, PUBLIC AGENCY shall back up the 9-1-1 GIS database and store it in a secure place. PUBLIC AGENCY shall include a record of the dates the database was backed up in the activity reports that are required to be submitted with quarterly invoices.

Task 2.E: In addition, PUBLIC AGENCY shall maintain the ALI database within the PUBLIC AGENCY's provisioning boundary. This includes, but is not limited to, correcting telephone number database errors, maintenance and quality-control of an accurate 9-1-1 call location map.

Task 2.F: If CAPCOG identifies any situations in which a road centerline is coincident with a provisioning boundary, PUBLIC AGENCY is responsible for coordinating with any adjacent agencies sharing responsibility for that road centerline to determine which agency will be responsible for maintaining which portions of the road centerline data prior to the next monthly data submission. Once CAPCOG confirms that both agencies have agreed on a division of responsibility, those road centerline features will be considered the exclusive responsibility of each agency in order to avoid duplication.

Task 3: Updates for Call-Routing

In a NG9-1-1 environment, the GIS database is used not only for PSAP mapping applications, but also to route both cell and landline phone calls to the proper PSAP. Whereas for the monthly PSAP map update, CAPCOG aggregates data submitted from PUBLIC AGENCY with all of the other local governments under contract with CAPCOG and the pushes these data out to the PSAPs, for call routing updates, PUBLIC AGENCY will submit data directly to EGDMS.

Task 3.A: PUBLIC AGENCY shall submit the most recent 9-1-1 road centerline and street address GIS data from Task 2 to EGDMS at least once a month on the first business day of the month or up to five business days prior to that date. While PUBLIC AGENCY may submit updates to EGDMS more frequently than once a month, it will be expected to make at least one submission within this window each month and CAPCOG will only be assessing performance based on PUBLIC AGENCY's submission during this

window. RCL updates submitted by PUBLIC AGENCY to EGDMS will automatically update PUBLIC AGENCY's GeoMSAG.

Task 3.B: To the extent EGDMS identifies any critical errors in the 9-1-1 databases submitted by PUBLIC AGENCY, PUBLIC AGENCY must work on correcting any such errors prior to the next monthly submission. Failure to make progress in correcting critical errors identified in the prior month's submission will be noted in CAPCOG's comprehensive performance reports and should be noted and explained in quarterly reports submitted by PUBLIC AGENCY when submitting an invoice to CAPCOG.

Content of Quarterly Reports

Along with each quarterly invoice, PUBLIC AGENCY will submit an activity report that contains all of the following information related to activities that occurred in the quarter:

- For each applicable governmental entity with administrative boundaries within PUBLIC AGENCY's provisioning boundary, PUBLIC AGENCY shall provide a summary of actions taken each month relevant to the 9-1-1 GIS database, including any new records added since the last update and errors corrected.
- The date and time of the PUBLIC AGENCY's last backup of its 9-1-1 GIS database each month of the quarter.
- Dates and basic summaries (such as total number of features) of data submissions to CAPCOG.
- A summary of any work that involved resolution of boundary issues with other entities, correction of errors and resolution of any other issues related to this contract
- An explanation for any performance issues during the quarter and corrective action that will be taken to address and prevent such issues in the future, including:
 - Late or incomplete data submissions;
 - Failure to meet performance expectations for ALI to RCL match accuracy rates, critical error accuracy rates, or significant error rates; and
 - Any other issue identified by CAPCOG in a performance report.

CAPCOG will provide PUBLIC AGENCY the template to use for activity reports.

Operational Timeline

The following timeline should be used by PUBLIC AGENCY in planning its submission of data to DataHub and CAPCOG for PSAP map updates (Task 2) and to EGDMS for and call-routing updates (Task 3):

Month	Submission Window	Error Correction Window	CAPCOG Pushes out PSAP Map Update
October 2022	9/26/2022 – 10/3/2022	10/4/2022 – 10/7/2022	10/11/2022
November 2022	10/25/2022 – 11/1/2022	11/2/2022 – 11/7/2022	11/9/2022
December 2022	11/22/2022 – 12/1/2022	12/2/2022 – 12/7/2022	12/9/2022
January 2023	12/22/2022 – 1/3/2023	1/4/2023 – 1/9/2023	1/11/2023
February 2023	1/25/2023 – 2/1/2023	2/2/2023 – 2/7/2023	2/9/2023
March 2023	2/22/2023 – 3/1/2023	3/2/2023 – 3/7/2023	3/9/2023
April 2023	3/27/2022 – 4/3/2022	4/4/2022 – 4/7/2023	4/11/2023
May 2023	4/24/2023 – 5/1/2023	5/2/2023 – 5/5/2023	5/9/2023
June 2023	5/24/2023 – 6/1/2023	6/2/2023 – 6/7/2023	6/9/2023

Month	Submission Window	Error Correction Window	CAPCOG Pushes out PSAP Map Update
July 2023	6/26/2023 – 7/3/2023	7/5/2023 – 7/10/2023	7/12/2023
August 2023	6/25/2023 – 8/1/2023	8/2/2023 – 8/5/2023	8/9/2023
September 2023	8/25/2023 – 9/1/2023	9/2/2023 – 9/8/2023	9/12/2023

Review of Deliverables and Invoices

Upon receipt of each quarterly invoice, CAPCOG will divide payment into sixths, reflecting the submission of a complete road centerline and address point database in each of the three months that is useable in that month's PSAP map update:

1. Month 1: complete, updated road centerline database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
2. Month 1: complete, updated address point database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
3. Month 2: complete, updated road centerline database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
4. Month 2: complete, updated address point database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
5. Month 3: complete, updated road centerline database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
6. Month 3: complete, updated address point database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice

CAPCOG Guidance and Direction

In addition to the Performance Reports identified in Task 2.B, CAPCOG may issue technical guidance or direction to PUBLIC AGENCY's Project Representative that provides further clarification, interpretation, and details. Failure to follow any such guidance would constitute a performance deficiency for this agreement.

Attachment B: CAPCOG Next Generation 9-1-1 GIS Data Requirements Version 1 (October 2021)

1 Summary

The following geospatial data and corresponding attribute specifications are required to be regularly maintained by each county for Mapped Automated Location Information (ALI) and use in a Next Generation 9-1-1 system which relies on GIS for call and dispatch routing through the Location Validation Function (LVF) and Emergency Call Routing Function (ECRF).

This document is referenced in the Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management and is commonly called "Attachment B Requirements".

The GIS Data requirements in this document are a condensed version of, and based upon, data standards created by NENA (National Emergency Number Association) as they are developed and evolve over time. These data model standards should be more thoroughly reviewed in the "NENA Standard for NG9-1-1 GIS Data Model" document. Specifics regarding address point placement methodologies should be reviewed in the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. There are other useful resources and training, as well, that CAPCOG has created and can provide.

As per "Task 1.A and Task 2.A" in "Attachment A: Scope of Work", please provide monthly updates of the 9-1-1 datasets referenced in this document in ESRI file geodatabase format to the GeoComm GIS Data Hub, Intrado EGDMS, and CAPCOG FTP location by close of business the 1st business day of each month. This ensures that data is available for the PSAPs by close of the 7th business day of that month. Submissions may be sent up to five business days before the 1st business day of the next month, but ideally would be sent on the 1st business day as CAPCOG wants to capture as many edits as possible that happen over the course of a given month. Incomplete datasets or other data abnormalities related to requirements may be returned to the county for correction, and must be returned by close of business on the 5th business day, however, this does not guarantee that the submission will be included in the dataset provided to the PSAPs. If there is a situation in which a submission is not possible by the end of the 1st business day of the month, CAPCOG must be made aware and will work with PUBLIC AGENCY to obtain that month's data.

CAPCOG will update, create, and otherwise manage the PSAP and Provisioning Boundaries for each local jurisdiction and provide these data layers to jurisdiction for Task 2: GIS Work. CAPCOG will also provision these datasets to both quality-control systems for their use in call and dispatch routing as well as map display and reference. As described in Task 1B, PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter municipal boundaries, or change the geographic coverage of emergency service providers in order to ensure that these entities provide such data to county in a timely manner. When such changes occur, local jurisdiction shall provide CAPCOG with adequate

advance notice of any substantive changes that could or should affect PSAP boundaries, ESB/ESZ boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination.

PUBLIC AGENCY responsible for the creation and maintenance of the ESZ and ESB data within its provisioning boundary. To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the local jurisdiction in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data and/or reinstate prior versions if the data submitted are found to have errors. Regardless of any such changes made by local governments within their provisioning boundary, those changes will not be made in the 9-1-1 system until this information is provided to CAPCOG, CAPCOG accepts the information, and makes the corresponding changes in the 9-1-1 system. CAPCOG shall make PUBLIC AGENCY aware of any required changes to these boundaries within three business days of being provided with the polygon data. Note that changes to these data may be sent to CAPCOG at any point during the month. The local jurisdiction is responsible for downloading and using the latest authoritative version of the ESZ/ESB files used in the 9-1-1 system from CAPCOG at the beginning of each month to avoid repetition of errors if they have occurred.

Regarding database fields and data types, each is very specific and must follow the exact guidelines outlined below. Remember to keep the field names in your database the same as those listed, and in the same order, and that all entries for every field must be in UPPER CASE. The complete attribute definitions shown in the GIS data tables are described and defined in the "Database Format" sections for each dataset. The data fields shown as Mandatory and Conditional must be present in the data. In the tables below, the column M/C/O is to indicate whether the attribute values is Mandatory (M), Conditional (C), or Optional (O).

- **Mandatory (M)** signifies an attribute value must exist
- **Conditional (C)** signifies that if the attribute information exists in the real world, it must be included. If no value exists for the feature, the individual value is left blank without an empty space (if text), or 0 (if numeric)
- **Optional (O)** signifies an attribute value may or may not be included in the data field

In the GIS data tables below, the TYPE column indicates the data type used for the data field.

- **TEXT** – string of alphanumeric characters including any combination of alphabetical letters A-Z and numbers 0-9
- **DATE** – Date and time using ISO 8601 compliant formats which are in the format of YYYY-MM-DD HH:MM:SS
- **DOUBLE** – double precision floating point numeric values with decimals
- **LONG** – whole numeric values ranging from -2,147,483,648 to +2,147,483,647 without decimals in the GIS data tables below, the WIDTH column indicates the number of allowable characters within each field.

2 Road Centerlines (RCL)

This line data represents road networks in the CAPCOG region. This layer includes the street names and address ranges used to assign an address.

The performance standard for the Road Centerlines feature class is 98% accuracy. This means that 98% of the database records should be free of critical and significant errors.

2.1 Graphic (Spatial) Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are required to have the designation "DRVW" entered in the 'street name (ST_NAME)' field and have any other relevant attribute information completed, including the 'CLASS' field. When a street centerline is created or edited, several sources and methods can be used, including current aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources or methods. The positional accuracy of addressed structures should be within +/- 5 feet of the center of the roadbed (the part on which vehicles travel) noting that when roadways are divided (i.e. by a median) the roadbeds on each side should have a centerline drawn. In all cases each new street centerline will need to be split, or checked for gaps, at each jurisdiction and ESN line/boundary intersection. Street segment direction must be correct as well. These items and other geometric relationships are referred to as "topology", and especially important for NG9-1-1 purposes.

2.2 Database Format

The following table details the data format requirements for the RCL database.

Table 2-1. RCL Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. FAYETTE, TRAVIS
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SEGMENTID	O	LONG	DEFAULT	Unique segment ID <i>CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate SITEUNGID field</i>
RCL_UNIQID	M	TEXT	100	Globally Unique ID for each road segment. Ex. 894RCL@co.blanco.tx.us
COUNTRY	M	TEXT	2	Country name represented by two capital letters
L_STATE	M	TEXT	2	Left state name by two letters defined by USPS publication 28
R_STATE	M	TEXT	2	Right state name by two letters defined by USPS publication 28
L_COUNTY	M	TEXT	40	Fully spelled county name on the left side of the road
R_COUNTY	M	TEXT	40	Fully spelled county name on the right side of the road
L_MUNI	M	TEXT	100	Name of municipality on Left, if none populate with "UNINCORPORATED"
R_MUNI	M	TEXT	100	Name of municipality on Right, if none populate with "UNINCORPORATED"
L_MUNI_DIV	C	TEXT	100	Name of municipality division on Left, i.e. "WARD 5 FRIENDSHIP DISTRICT"

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
R_MUNI_DIV	C	TEXT	100	Name of municipality division on Right i.e. "WARD 5 FRIENDSHIP DISTRICT"
L_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Left
R_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Right
L_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Left
R_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Right
LF_ADDR	M	LONG	DEFAULT	Left address number at the FROM node
LT_ADDR	M	LONG	DEFAULT	Left address number at the TO node
RF_ADDR	M	LONG	DEFAULT	Right address number at the FROM node
RT_ADDR	M	LONG	DEFAULT	Right address number at the TO node
L_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
R_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
L_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Left
R_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Right
L_ZIP	C	TEXT	5	5-digit numeric postal code area on Left
R_ZIP	C	TEXT	5	5-digit numeric postal code area on Right
L_ESN	M	TEXT	5	5-digit Emergency Service Number as identified by ESN on Left. If the ESN number only has 2-3 digits, it must be preceded by zeros
R_ESN	M	TEXT	5	Emergency Service Number as identified by ESN on Right. Must be preceded by zeros if less than 5 digits, i.e. "00088" for ESN 88
L_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Left
R_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Right
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	C	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	Legal street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	C	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, should be a concatenation of 4 fields: PRE_DIR, ST_NAME, ST_TYPE and POST_DIR with no trailing or leading spaces
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to street segment
ONE_WAY	O	TEXT	2	B, FT, TF for Both, FROM node to TO node, TO node to FROM node
SP_LIMIT	O	LONG	DEFAULT	Posted speed limit in MPH
CLASS	M	TEXT	4	Street type designation code (See Road Class Codes below)
RDCLS_TYP	O	TEXT	15	See valid Road Class Types below
NOTES	O	TEXT	75	Additional information

2.3 Road Class Codes ('Street Type') Designation

The following list of codes are used in the "Class" field in the RCL Database:

- IH – Interstate
- US – US highways SH – State highways
- FM – Farm to Market, Ranch Road, Ranch to Market
- LS – City Street, County Road, Park Road, Recreational, Frontage Road
- AC – Access Road, Crossover
- PVT- Private Road
- TR – Toll Road
- RAMP- On-ramp, Off-ramp
- DW – Driveways

2.4 Road Class I Types

The following list of codes are used in the "RDCLS_TYP" field in the RCL Database:

- Primary Secondary
- Local (City, Neighborhood, or Rural Road)
- Ramp
- Service (usually along a limited access highway)
- Vehicular Trail (4WD, snowmobiles)
- Walkway (Pedestrian Trail, Boardwalk)
- Alley
- Private (service vehicles, logging, oil fields, ranches, etc.)
- Parking Lot
- Trail (Ski, Bike, Walking / Hiking Trail)

3 Site / Structure Address Points (SSAP)

This point data represents addressable sites, structures, or property entrances that exist within the CAPCOG region.

3.1 Graphic (Spatial) Edits

All addressed site/structures must be represented in the address point layer. When a site/structure point is created or edited, several sources and methods can be used, including aerial imagery,

georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources and methods. When the actual structure location is known, the symbol should represent the general center of the structure. In other cases, please refer to the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. In any case, the positional accuracy of structures or designated site locations should be within +/- 25 feet of their true location or intended designation.

The performance standard for the Site Structure Address Point feature class is 98% accuracy. This means that 98% of the database records should be free of critical and significant errors.

3.2 Database Format

The following table details the data format requirements for the SSAP database.

Table 3-1. SSAP Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. HAYS, WILLIAMSON
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SITE_ID	O	LONG	DEFAULT	Unique site ID <i>CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate SITEUNGID field</i>
SITEUNQID	M	TEXT	100	Globally unique ID for each address site or structure. Ex. 2545AP@co.lee.tx.us
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name or equivalent fully spelled out
MUNICIPAL	M	TEXT	100	Name of municipality, if none populate with "UNINCORPORATED"
MUNI_DIV	C	TEXT	100	Name of municipality division i.e. "WARD 5 FRIENDSHIP DISTRICT"
NBRHOOD	C	TEXT	100	Name of neighborhood or subdivision where the address is located
ADDNUM_P R E	O	TEXT	15	Part of an address leading the numeric address
ADDR_NUM	M	LONG	DEFAULT	Numeric identifier of a location along a thoroughfare
ADDNUM_S U F	C	TEXT	15	Part of an address following the address number i.e. ½, B
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	O	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	<u>Legal</u> street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	O	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, must be identical to the site's related road FULL_NAME
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to related street segment
FULL_ADDR	M	TEXT	170	Full address, should be a concatenation of ADDNUM_PRE + ADDR_NUM + ADDNUM_SUF + FULL_NAME with no extra, leading and trailing spaces
ESN	M	TEXT	5	Emergency Service Number associated with the address and community name Preceded by '0' if digits are less than 5
MSAG_COM	M	TEXT	30	Valid service community associated with the location of the address
POSTAL_COM	M	TEXT	40	City name for the ZIP of an address, as given in the USPS
ZIP	C	TEXT	5	5-digit numeric postal code area
ZIP4	O	TEXT	4	ZIP plus 4 code without the dash
BLDG	O	TEXT	75	One among a group of buildings that have the same address
FLOOR	O	TEXT	75	A floor, story or level within a building
UNIT	O	TEXT	75	A suite or group of rooms within a building that share the same entrance
ROOM	O	TEXT	75	A single room within a building
SEAT	O	TEXT	75	A place where a person sits within a building i.e. cubicle
LANDMARK	O	TEXT	150	The name by which a prominent feature is publicly known or Vanity address

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
MILEPOST	C	LONG	DEFAULT	A posted numeric measurement from a given beginning point
SITE_TYPE	C	TEXT	50	Type of feature identified by the address i.e. residential, office, store, school
POINT_X	O	DOUBLE	DEFAULT	Longitude of point in decimal degrees using EPSG: 4326
POINT_Y	O	DOUBLE	DEFAULT	Latitude of point in decimal degrees using EPSG: 4326
NOTES	O	TEXT	254	Additional location information, which is not a building, floor, unit, room or seat
ELEVATION	O	DOUBLE	DEFAULT	Height above Mean Sea Level in meters

4 Emergency Service Zones (ESZ)

This polygon data consists of the intersection of law enforcement, fire district, and emergency medical service and telephone exchange boundaries in the CAPCOG region.

The performance standard for the Site Emergency Service Zones feature class is 100% accuracy. This means all database records should be free of critical errors.

4.1 Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responder zones. This layer is created and maintained by overlaying with some combination of street centerlines, municipal (i.e. city limit) boundaries, parcels boundaries, or other data to determine each jurisdiction's emergency response service areas. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly.

Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. These ESZ boundaries should adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet. Topology and other geometric relationships between feature classes are especially important for NG9-1-1 purposes. In addition, it is very important that all features with identical attribute information are merged into one multipartypolygon.

4.2 Database Format

The following table details the data format requirements for the ESZ database.

Table 4-1. ESZ Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	M	TEXT	100	ID for each emergency service polygon - <i>CAPCOG will populate</i>
LAW	M	TEXT	60	Name of law service provider
FIRE	M	TEXT	60	Name of fire service provider
MEDICAL	M	TEXT	60	Name of medical service provider
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name fully spelled out
URI	M	TEXT	254	URN/URL for routing. Example: sip:sos@ausxtxem1.travis.tx.us
URN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service (Example: "urn:service:sos" for a PSAP or "urn:service:sos.ambulance" for an ambulance service)
ESN	M	TEXT	5	ESN of the responding agency preceded by '0' if number of digits < 5
TANDEM	M	TEXT	3	911 Selected Router Code
TANDEM2	C	TEXT	3	911 Selected Router Code
ESSID	M	TEXT	2	Unique tandem routing code <i>CAPCOG will populate</i>
ESNGUID	M	TEXT	8	Concatenation of ESN and ESSID separated by a single forwardslash "/" <i>CAPCOG will concatenate</i>
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information

5 Emergency Service Boundaries (ESB)

This polygon data consists of Emergency Service Boundary layers that define the geographic area for the primary providers of response services in the CAPCOG region.

5.1 The performance standard for the Site Emergency Service Boundaries feature class is 100% accuracy. This means all database records should be free of critical errors. Graphic (Spatial) Edits

Each of these layers is used by the ECRF to perform a geographic query to determine which Emergency Service Providers are responsible for providing service to a location in the event a selective transfer is desired, to direct an Emergency Incident Data Document to a secondary PSAP for dispatch, or to display the responsible agencies at the PSAP. In addition, Emergency Service Boundaries are used by PSAPs to identify the appropriate entities/first responders to be dispatched. Each Emergency Service Boundary layer may contain one or more polygon boundaries that define the primary emergency services for that geographic area. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly. Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated boundaries. These Emergency Service Boundaries should adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet. The ESBs can be created by dissolving the Emergency Service Zones polygon data. These items and other geometric relationships are referred

to as "topology", and especially important for NG9-1-1 purposes. In addition, it is very important that all features with identical attribute information are merged into one multipart polygon

There **MUST** be a separate Emergency Service Boundary layer for each type of service. The set of Emergency Service Boundaries **MUST** include, at a minimum, the following:

- Law Enforcement;
- Fire; and
- Emergency Medical Services (EMS).

Other Emergency Service Boundaries **MAY** include, but are not limited to:

- Poison Control;
- Forest Service; and
- Animal Control.

5.2 Database Format

The following table details the data format requirements for the ESB database.

Table 5-1. ESB Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
DISCRPAGID	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
DATEUPDATE	M	DATE	26	Date of last update using ISO 8601 format
EXPIRE	O	TEXT	26	Unique tandem routing code <i>CAPCOG will populate</i>
EFFECTIVE	O	TEXT	26	The date and time when the information in the record is no longer considered valid.
ES_NGUID	M	TEXT	254	Globally unique ID for each emergency service boundary polygon – <i>Ex. 210EMS@blanco.co.tx.us</i>
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
AGENCYID	M	TEXT	100	A Domain Name System (DNS) domain name which is used to uniquely identify an agency. <i>Ex. austintexas.gov</i>
SERVICEURI	M	TEXT	254	URN/URL for routing. Example: <i>sip:sos@ausxtxem1.travis.tx.us</i>
SERVICEURN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service*
SERVICENUM	M	TEXT	15	The numbers that would be dialed on a 12-digit keypad to reach the emergency service appropriate for the location. <i>Ex: 911</i>
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information
DISPLAYNAME	M	TEXT	60	Name of the service provider that offers services within the area of an Emergency Service Boundary

6 Municipal Boundary

This polygon data represents municipal boundaries in the CAPCOG region.

The performance standard for the Site Emergency Service Boundaries feature class is 100% accuracy. This means all database records should be free of critical errors.

6.1 Graphic (Spatial) Edits

When city limits change due to annexations, metes and bounds surveys or other related information must be acquired to update the city limit boundaries. Coordinate geometry (COGO) – is one of the preferred methods for calculating coordinate points from surveys and can be used to update the city limit boundaries. These boundaries should adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet.

6.2 Database Format

The following table details the data format requirements for the Municipal Boundary database.

Table 6-1. Municipal Boundary Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. CALDWELL, LLANO
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601format
POLY_ID	O	LONG	DEFAULT	Numeric Polygon ID <i>CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate MUNIUNQID field</i>
MUNIUNQID	M	TEXT	100	Globally Unique ID for each municipality -. Ex. 9847INCM@austintexas.gov
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State Name (eg: TX)
COUNTY	M	TEXT	40	County name fully spelled out
MUNI_NM	M	TEXT	100	Name of municipality i.e. "AUSTIN"

7 Automatic Location Identification (ALI)

The ALI database consists of landline telephone numbers that have associated location information attributed to them. In order to have these call types route to the proper PSAP and plot to the correct location on a call taker's map display, the attributes of the data must be correct and must match the road centerline (RCL) and address point feature classes (SSAP).

The performance standard for the ALI database is a 98% match rate between the ALI database and both the RCL and SSAP datasets. This means that 98% of a local jurisdiction's ALI database should match to both a road centerline feature and address point feature.

7.1 Edits

Match errors between these datasets that are returned by the quality control systems should be reviewed and corrected accordingly. This could mean either by making corrections to the GIS data or by providing suggested changes to the ALI database. The ALI data are not owned by CAPCOG or PUBLIC

AGENCY, but instead by telephone service providers. Suggested edits to the ALI databases should be made by providing Change Requests (CR) via the Intrado 911Net or GIS Director applications

7.2 Database Format

The following fields in the ALI database are used by the Data Hub and EGDMS quality control systems to match the address point and road centerline feature classes to ensure a call routes and plots correctly.

Table 7-1. ALI Database Format

FIELD NAME	CORRESPONDING RCL OR AP FIELD
HOUSE_NUMBER	LT_ADDR, LF_ADDR, RT_ADDR, RF_ADDR, ADDR_NUM
HOUSE_NUMBER_SUFFIX	ADDRNUM_SUF
PREFIX_DIRECTIONAL	PRE_DIR
STREET_NAME	ST_NAME
COMMUNITY	L_MSAG_COM, R_MSAG_COM, MSAG_COM
ESN	ESN
STATE	STATE

Exhibit D
USPS Publication 28 Appendix C

C1 Street Suffix Abbreviations

The following table lists examples of suffix forms that are primary street suffix names, common street suffixes or suffix abbreviations, and recommended official Postal Service standard suffix abbreviations.

Primary Street Suffix Name	Commonly Used Street Suffix or Abbreviation	Postal Service Standard Suffix Abbreviation
ALLEY	ALLEE	ALY
	ALLEY	
	ALLY	
	ALY	
ANEX	ANEX	ANX
	ANNEX	
	ANNX	
	ANX	
ARCADE	ARC	ARC
	ARCADE	
AVENUE	AV	AVE
	AVE	
	AVEN	
	AVENU	
	AVENUE	
	AVN	
	AVNUE	
BAYOU	BAYOO	BYU
	BAYOU	
BEACH	BCH	BCH
	BEACH	
BEND	BEND	BND
	BND	
BLUFF	BLF	BLF
	BLUF	

	BLUFF	
BLUFFS	BLUFFS	BLFS
BOTTOM	BOT	BTM
	BTM	
	BOTTM	
	BOTTOM	
BOULEVARD	BLVD	BLVD
	BOUL	
	BOULEVARD	
	BOULV	
BRANCH	BR	BR
	BRNCH	
	BRANCH	
BRIDGE	BRDGE	BRG
	BRG	
	BRIDGE	
BROOK	BRK	BRK
	BROOK	
BROOKS	BROOKS	BRKS
BURG	BURG	BG
BURGS	BURGS	BGS
BYPASS	BYP	BYP
	BYPA	
	BYPAS	
	BYPASS	
	BYPS	
CAMP	CAMP	CP
	CP	
	CMP	
CANYON	CANYN	CYN
	CANYON	
	CNYN	
CAPE	CAPE	CPE

	CPE	
CAUSEWAY	CAUSEWAY	CSWY
	CAUSWA	
	CSWY	
CENTER	CEN	CTR
	CENT	
	CENTER	
	CENTR	
	CENTRE	
	CNTER	
	CNTR	
	CTR	
CENTERS	CENTERS	CTRS
CIRCLE	CIR	CIR
	CIRC	
	CIRCL	
	CIRCLE	
	CRCL	
	CRCLE	
CIRCLES	CIRCLES	CIRS
CLIFF	CLF	CLF
	CLIFF	
CLIFFS	CLFS	CLFS
	CLIFFS	
CLUB	CLB	CLB
	CLUB	
COMMON	COMMON	CMN
COMMONS	COMMONS	CMNS
CORNER	COR	COR
	CORNER	
CORNERS	CORNERS	CORS
	CORS	
COURSE	COURSE	CRSE
	CRSE	

COURT	COURT	CT
	CT	
COURTS	COURTS	CTS
	CTS	
COVE	COVE	CV
	CV	
COVES	COVES	CVS
CREEK	CREEK	CRK
	CRK	
CRESCENT	CRESCENT	CRES
	CRES	
	CRSENT	
	CRSNT	
CREST	CREST	CRST
CROSSING	CROSSING	XING
	CRSSNG	
	XING	
CROSSROAD	CROSSROAD	XRD
CROSSROADS	CROSSROADS	XRDS
CURVE	CURVE	CURV
DALE	DALE	DL
	DL	
DAM	DAM	DM
	DM	
DIVIDE	DIV	DV
	DIVIDE	
	DV	
	DVD	
DRIVE	DR	DR
	DRIV	
	DRIVE	
	DRV	
DRIVES	DRIVES	DRS
ESTATE	EST	EST

	ESTATE	
ESTATES	ESTATES	ESTS
	ESTS	
EXPRESSWAY	EXP	EXPY
	EXPR	
	EXPRESS	
	EXPRESSWAY	
	EXPW	
	EXPY	
EXTENSION	EXT	EXT
	EXTENSION	
	EXTN	
	EXTNSN	
EXTENSIONS	EXTS	EXTS
FALL	FALL	FALL
FALLS	FALLS	FLS
	FLS	
FERRY	FERRY	FRY
	FRRY	
	FRY	
FIELD	FIELD	FLD
	FLD	
FIELDS	FIELDS	FLDS
	FLDS	
FLAT	FLAT	FLT
	FLT	
FLATS	FLATS	FLTS
	FLTS	
FORD	FORD	FRD
	FRD	
FORDS	FORDS	FRDS
FOREST	FOREST	FRST
	FORESTS	
	FRST	

FORGE	FORG	FRG
	FORGE	
	FRG	
FORGES	FORGES	FRGS
FORK	FORK	FRK
	FRK	
FORKS	FORKS	FRKS
	FRKS	
FORT	FORT	FT
	FRT	
	FT	
FREEWAY	FREEWAY	FWY
	FREEWY	
	FRWAY	
	FRWY	
	FWY	
GARDEN	GARDEN	GDN
	GARDN	
	GRDEN	
	GRDN	
GARDENS	GARDENS	GDNS
	GDNS	
	GRDNS	
GATEWAY	GATEWAY	GTWY
	GATEWY	
	GATWAY	
	GTWAY	
	GTWY	
GLEN	GLEN	GLN
	GLN	
GLENS	GLENS	GLNS
GREEN	GREEN	GRN
	GRN	
GREENS	GREENS	GRNS

GROVE	GROV	GRV
	GROVE	
	GRV	
GROVES	GROVES	GRVS
HARBOR	HARB	HBR
	HARBOR	
	HARBR	
	HBR	
	HRBOR	
HARBORS	HARBORS	HBRs
HAVEN	HAVEN	HVN
	HVN	
HEIGHTS	HT	HTS
	HTS	
HIGHWAY	HIGHWAY	HWY
	HIGHWY	
	HIWAY	
	HIWY	
	HWAY	
	HWY	
HILL	HILL	HL
	HL	
HILLS	HILLS	HLS
	HLS	
HOLLOW	HLLW	HOLW
	HOLLOW	
	HOLLOWS	
	HOLW	
	HOLWS	
INLET	INLT	INLT
ISLAND	IS	IS
	ISLAND	
	ISLND	
ISLANDS	ISLANDS	ISS

	ISLNDs	
	ISS	
ISLE	ISLE	ISLE
	ISLES	
JUNCTION	JCT	JCT
	JCTION	
	JCTN	
	JUNCTION	
	JUNCTN	
	JUNCTON	
JUNCTIONS	JCTNS	JCTS
	JCTS	
	JUNCTIONS	
KEY	KEY	KY
	KY	
KEYS	KEYS	KYS
	KYS	
KNOLL	KNL	KNL
	KNOL	
	KNOLL	
KNOLLS	KNLS	KNLS
	KNOLLS	
LAKE	LK	LK
	LAKE	
LAKES	LKS	LKS
	LAKES	
LAND	LAND	LAND
LANDING	LANDING	LNDG
	LNDG	
	LNDNG	
LANE	LANE	LN
	LN	
LIGHT	LGT	LGT
	LIGHT	

LIGHTS	LIGHTS	LGTS
LOAF	LF	LF
	LOAF	
LOCK	LCK	LCK
	LOCK	
LOCKS	LCKS	LCKS
	LOCKS	
LODGE	LDG	LDG
	LDGE	
	LODG	
	LODGE	
LOOP	LOOP	LOOP
	LOOPS	
MALL	MALL	MALL
MANOR	MNR	MNR
	MANOR	
MANORS	MANORS	MNRS
	MNRS	
MEADOW	MEADOW	MDW
MEADOWS	MDW	MDWS
	MDWS	
	MEADOWS	
	MEDOWS	
MEWS	MEWS	MEWS
MILL	MILL	ML
MILLS	MILLS	MLS
MISSION	MISSN	MSN
	MSSN	
MOTORWAY	MOTORWAY	MTWY
MOUNT	MNT	MT
	MT	
	MOUNT	
MOUNTAIN	MNTAIN	MTN
	MNTN	

	MOUNTAIN	
	MOUNTIN	
	MTIN	
	MTN	
MOUNTAINS	MNTNS	MTNS
	MOUNTAINS	
NECK	NCK	NCK
	NECK	
ORCHARD	ORCH	ORCH
	ORCHARD	
	ORCHRD	
OVAL	OVAL	OVAL
	OVL	
OVERPASS	OVERPASS	OPAS
PARK	PARK	PARK
	PRK	
PARKS	PARKS	PARK
PARKWAY	PARKWAY	PKWY
	PARKWY	
	PKWAY	
	PKWY	
	PKY	
PARKWAYS	PARKWAYS	PKWY
	PKWYS	
PASS	PASS	PASS
PASSAGE	PASSAGE	PSGE
PATH	PATH	PATH
	PATHS	
PIKE	PIKE	PIKE
	PIKES	
PINE	PINE	PNE
PINES	PINES	PNES
	PNES	
PLACE	PL	PL

PLAIN	PLAIN	PLN
	PLN	
PLAINS	PLAINS	PLNS
	PLNS	
PLAZA	PLAZA	PLZ
	PLZ	
	PLZA	
POINT	POINT	PT
	PT	
POINTS	POINTS	PTS
	PTS	
PORT	PORT	PRT
	PRT	
PORTS	PORTS	PRTS
	PRTS	
PRAIRIE	PR	PR
	PRAIRIE	
	PRR	
RADIAL	RAD	RADL
	RADIAL	
	RADIEL	
	RADL	
RAMP	RAMP	RAMP
RANCH	RANCH	RNCH
	RANCHES	
	RNCH	
	RNCHS	
RAPID	RAPID	RPD
	RPD	
RAPIDS	RAPIDS	RPDS
	RPDS	
REST	REST	RST
	RST	
RIDGE	RDG	RDG

	RDGE	
	RIDGE	
RIDGES	RDGS	RDGS
	RIDGES	
RIVER	RIV	RIV
	RIVER	
	RVR	
	RIVR	
ROAD	RD	RD
	ROAD	
ROADS	ROADS	RDS
	RDS	
ROUTE	ROUTE	RTE
ROW	ROW	ROW
RUE	RUE	RUE
RUN	RUN	RUN
SHOAL	SHL	SHL
	SHOAL	
SHOALS	SHLS	SHLS
	SHOALS	
SHORE	SHOAR	SHR
	SHORE	
	SHR	
SHORES	SHOARS	SHRS
	SHORES	
	SHRS	
SKYWAY	SKYWAY	SKWY
SPRING	SPG	SPG
	SPNG	
	SPRING	
	SPRNG	
SPRINGS	SPGS	SPGS
	SPNGS	
	SPRINGS	

	SPRNGS	
SPUR	SPUR	SPUR
SPURS	SPURS	SPUR
SQUARE	SQ	SQ
	SQR	
	SQRE	
	SQU	
	SQUARE	
SQUARES	SQRS	SQS
	SQUARES	
STATION	STA	STA
	STATION	
	STATN	
	STN	
STRAVENUE	STRA	STRA
	STRAV	
	STRAVEN	
	STRAVENUE	
	STRAVN	
	STRVN	
	STRVNUE	
STREAM	STREAM	STRM
	STREME	
	STRM	
STREET	STREET	ST
	STRT	
	ST	
	STR	
STREETS	STREETS	STS
SUMMIT	SMT	SMT
	SUMIT	
	SUMITT	
	SUMMIT	
TERRACE	TER	TER

	TERR	
	TERRACE	
THROUGHWAY	THROUGHWAY	TRWY
TRACE	TRACE	TRCE
	TRACES	
	TRCE	
TRACK	TRACK	TRAK
	TRACKS	
	TRAK	
	TRK	
	TRKS	
TRAFFICWAY	TRAFFICWAY	TRFY
TRAIL	TRAIL	TRL
	TRAILS	
	TRL	
	TRLS	
TRAILER	TRAILER	TRLR
	TRLR	
	TRLRS	
TUNNEL	TUNEL	TUNL
	TUNL	
	TUNLS	
	TUNNEL	
	TUNNELS	
	TUNNL	
TURNPIKE	TRNPK	TPKE
	TURNPIKE	
	TURNPK	
UNDERPASS	UNDERPASS	UPAS
UNION	UN	UN
	UNION	
UNIONS	UNIONS	UNS
VALLEY	VALLEY	VLY
	VALLY	

	VLLY	
	VLV	
VALLEYS	VALLEYS	VLYS
	VLYS	
VIADUCT	VDCT	VIA
	VIA	
	VIADCT	
	VIADUCT	
VIEW	VIEW	VW
	VW	
VIEWS	VIEWS	VWS
	VWS	
VILLAGE	VILL	VLG
	VILLAG	
	VILLAGE	
	VILLG	
	VILLIAGE	
	VLG	
VILLAGES	VILLAGES	VLGS
	VLGS	
VILLE	VILLE	VL
	VL	
VISTA	VIS	VIS
	VIST	
	VISTA	
	VST	
	VSTA	
WALK	WALK	WALK
WALKS	WALKS	WALK
WALL	WALL	WALL
WAY	WY	WAY
	WAY	
WAYS	WAYS	WAYS
WELL	WELL	WL

WELLS	WELLS	WLS
	WLS	

Exhibit E

Acronyms and Definitions

Acronyms

ALI – Automatic Location Identification

ANI – Automatic Number Identification

AP – Address Point

CAPCOG – Capital Area Council of Governments

CAECD – Capital Area Emergency Communications District

E9-1-1 – Enhanced 9-1-1

EMS – Emergency Medical Service

ESB – Emergency Service Boundary

ESN – Emergency Service Number

ESRI – Environmental Systems Research Institute

ESZ – Emergency Service Zone

GIS – Geospatial Information System

GUID – Globally Unique Identification

MSAG – Master Street Address Guide

NENA – National Emergency Number Association

NG9-1-1 – Next Generation 9-1-1

NRF – No Record Found

PSA – Public Safety Agency

PSAP – Public Safety Answering Point

RCL – Road Centerline

SSAP – Site/Structure Address Point

TN – Telephone Number

USPS – United States Postal Service

URI – Uniform Resource Identifier

URN – Uniform Resource Name

Definitions

9-1-1 GIS Database – is the geospatial database maintained and updated by the County that include, at a minimum, address points, road centerlines, Public Safety Answer Point (PSAP) boundaries, Emergency Service Boundaries (ESBs), and city limits (municipal) boundaries for the County's provisioning boundary.

Address Characteristics – are the logical, grammatical order of physical address elements which follow the National Emergency Number Association (NENA) and United States Postal Service (USPS) standards: Address Number, Pre-Directional, Street Name, Street Suffix, Secondary Unit Designator, Secondary Unit Number.

Example, the address characteristics of 525 E. Kneenah St., Apt. 2105 are:

<u>ADDRESS EXAMPLE</u>	<u>ADDRESS ELEMENT</u>	<u>ELEMENT DESCRIPTION: VALID 9-1-1 DATABASE ENTRIES</u>
525	Address Number	Numeric component of the street address.
E	Pre-Directional	Leading directional prefix: N, S, E, W, NE, NW, SE, SW.
Kneenah	Street Name	Official street name approved by the local government authority.
St	Street Suffix	Abbreviation of street type. Refer to USPS Pub. 28 Appx. C1 .
	Post-Directional	Trailing directional suffix: N, S, E, W, NE, NW, SE, SW.
Apt	Secondary Unit Designator	Additional Location information. Refer to USPS Pub. 28 Appx C2 .
2105	Secondary Unit Number	Alphanumeric designation associated with add'l location information.

Address Location Identifier (ALI) – is the automatic display at the Public Safety Answering Point (PSAP) of the caller's telephone number (TN), the address/location of the telephone and supplementary emergency services information of the location from with a 9-1-1 call originates.

Address Number Identifier (ANI) – is the telephone number associated with the call origination, originally associated with the access line of the 9-1-1 caller.

Address Point (AP) – refer to Site/Structure Address Point.

Call Misroute – is the term used to describe when a 9-1-1 call is routed to an incorrect Public Safety Answering Point (PSAP) due to a network or database discrepancy.

Capital Area Council of Governments (CAPCOG) – is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. The Executive Committee is the agency's governing body.

Capital Area Emergency Communications District (CAECD) – is a regional emergency communications district of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended. The CAPCOG Executive Committee serves as the district's Board of Managers.

City Limit Boundary – refer to Municipal Boundary

Emergency Service Boundary (ESB) – is a polygon data layer that represents the geographic area of responsibility for a Public Safety Agency within the geographic extent of the County’s provisioning boundary. Each 9-1-1 GIS database includes, at a minimum, a law ESB layer, a fire ESB layer, and an emergency medical service (EMS) ESB layer.

Emergency Service Number (ESN) – is a number that is designated in the Master Street Address Guide (MSAG) based on physical address. 9-1-1 Call Centers (PSAPs) receive a display of the ESN information which shows which police, fire and rescue agency serves the telephone number calling 9-1-1.

Emergency Service Responder – refer to Public Safety Agency.

Emergency Service Response Provider – refer to Public Safety Agency.

Emergency Service Zone (ESZ) – is a polygon data layer representing the area within a provisioning boundary served by a unique combination of law, fire, and EMS responders. ESZs are optional for inclusion in the NG9-1-1 GIS database.

Enhanced 9-1-1 (E9-1-1) – is a telephone system which includes network switching, database and Public Safety Answering Point premise elements capable of providing automatic location identification data, selective routing, selective transfer, fixed transfer, and a call back number.

Environmental Systems Research Institute (ESRI) – is an international supplier of geographic information system (GIS) software, web GIS and geodatabase management application.

Functional Classification – is a system which define the role a street, or roadway, plays in the overall transportation system.

First Responder – is a peace officer, fire protection personnel, volunteer firefighter, emergency medical services personnel, emergency response operator, emergency services dispatcher or other emergency response personnel employed by an agency.

Geospatial Information System (GIS) – is an integration of hardware, software, and data for capturing, managing, analyzing, and displaying all forms of geographically referenced information.

GIS Data Layer – is a group of geographic features that reside in a table of information with corresponding locations on the earth (map) represented as either points, lines, or polygons. Also known as a feature class.

Globally Unique Identification (GUID) – is a unique identifier that is assigned to each record (feature) in the COUNTY’s 9-1-1 GIS database; a GUID uniquely identified a feature both within the COUNTY’s 9-1-1 GIS database provisioning boundary and across all 9-1-1 GIS databases.

Law Enforcement Agency (LE) – is an agency of the State of Texas, or an agency of a political subdivision of the State authorized by law to employ peace officers.

Refer: Texas Code of Criminal Procedure Section 59.01(5)

Master Street Address Guide (MSAG) – A database of street names and address ranges defining emergency service zones for 9-1-1 purposes. Maintained by county address coordinators via the database provider’s portal.

Metadata – is a summary document which provides content, quality, type, creation, and spatial information about a dataset. It can be stored as a text file (TXT), extensible Markup Language (XML), or database record.

Municipal Boundary – is a polygon data layer representing the geographic extent of a city’s administrative boundary, not including any extra-territorial jurisdiction

National Emergency Number Association (NENA) – is the national 9-1-1 Association which serves the public safety community as the only professional organization solely focused on 9-1-1 policy, technology, operations, and education issues.

Next Generation 9-1-1 (NG911) – is a system comprised of Emergency Services IP networks (ESInets), IP-based Software Services and Applications, Databases and Data Management processes that are interconnected to Public Safety Answering Point premise equipment. The system provides location-based routing to the appropriate emergency entity. The system uses additionally available data elements and business policies to augment PSAP routing. The system delivers geodetic and/or civic location information and the call back number.

The system supports the transfer of calls to other NG9-1-1 capable PSAPs or other authorized entities based on and including accumulated data. NG9-1-1 provides standardized interfaces for call and message services, processes all types of emergency calls including non-voice (multi-media) messages, acquires and integrates additional data useful to call routing and handling for appropriate emergency entities. NG9-1-1 supports all E9-1-1 features and functions and meets current and emerging needs for emergency communication from caller to Public Safety entities.

NG9-1-1 – refer to Next Generation 9-1-1.

No Record Found (NRF) – is the condition where no Automatic Location Identifier (ALI) information is available for display at the Public Safety Answering Point (PSAP).

Parity – is the odd or even property of an integer. In address matching, parity, is used to locate a geocoded address on the correct side of the street (such as odd numbers on the south or east side and even numbers north or west side.)

Primary Street Name – is an essential street name element which is considered to be the parent name of the street.

Provisioning Boundary – is the authoritative polygon data layer that defines the COUNTY’s geographic area of 9-1-1 GIS responsibility. This should be the entire extent of the COUNTY’s administrative boundary, plus any other adjacent areas or minus areas within its administrative boundaries as agreed to between the COUNTY and another city or county. Provisioning boundaries may only be modified with express written concurrence between the COUNTY, adjacent PUBLIC AGENCIES, and CAPCOG.

Public Safety Answering Point (PSAP) boundary – is the authoritative polygon data layer representing the geographic area within a provisioning boundary served by a single 9-1-1 call center (PSAP) to which all emergency requests are initially routed.

Public Safety Answering Point (PSAP) – is a continuously operated communications facility that is assigned the responsibility to receive 9-1-1 calls and, as appropriate, to dispatch public safety services or to extend, transfer or relay 9-1-1 calls to appropriate public safety agencies.

Public Safety Agency (PSA) – is the division of a public agency that provides telecommunications/dispatch, law enforcement, firefighting, medical, or other emergency services, or a private entity that provides emergency medical or ambulance services. Also referred to as emergency service response providers or first responders.

Road Centerline (RCL) – is a data layer of lines estimating the centerline of a roadway that contains information such as road name, road classification, and address range.

Site/Structure Address Point (AP) – is a data layer of points identifying sites or structures associated with a street address, or the location of access to a site or structure, but may also represent landmarks.

The address number is the numeric component of a street address which proceeds the primary street name (example: 100 GRANITE DR).

The house number suffix or secondary number is an alphanumeric component of a street address that describe an apartment, room, suites, or other secondary addressing unit that is part of the property description by the house number. (Example: 256 WARD ST, APT A; 256 WARD ST #A.)

Street Centerline – refer to Road Centerline.

Street Name – is an identifying name given to a street that consists of one or more street name elements.

Street Name Elements – in proper logical order are the prefix directional primary street name, street suffix, and the post directional.

Street Name Prefix Directional – is a street name element which precedes the primary street name to indicate the primary direction of the street. For 9-1-1 purposes, the prefix directional is limited to a two-character maximum and shall be one of the eight NENA approved abbreviated directional indicators (i.e., N, E, W, S, NW, SW, NE, and SE).

Street Post Directional – is a street name element which describes the travel limited to a two-character maximum and describes travel direction (i.e., NB, EB, SB, and WB). Only major highways and their service roads have post directional.

Street Suffix – is a street name element which indicates the road type (e.g., ST, DR, AVE, etc.). For 9-1-1 purposes, the street suffix should be abbreviated according to [USPS Publication 28 Appendix C: C1 Street Suffix Abbreviations](#).

United States Postal Service (USPS) – is an independent agency charged with processing and delivering mail and with protecting the mails from loss, theft, or abuse in accordance with U.S. postal laws.

Uniform Resource Identifier (URI) – is a predictable formatting of text used to identify a resource on a network.

Uniform Resource Name (URN) – is a location independent identifier that is designed to be unique and persist over extended periods of time.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: An Ordinance Amending the Official Zoning Map of the City of Elgin, Texas Adopted In Chapter 46, Section 46-3, Revised Code of Ordinances, City of Elgin, Texas, 2013 and making this amendment a part of said Official Zoning Map, to wit: to rezone approximately 9.8555 acres of land from “R-1” Single Family District to “PDD” Planned Development District located on parcels of land known by the Bastrop Co. Appraisal District as parcels R14760, R57239, R13484, R51150, R13488, R13490, R13472, and R73681 located on or near the intersection of W. 11th Street and N. Avenue C.

DEPARTMENT: Development Services

PROPOSED ACTION: Discussion, consideration, and action on an ordinance amending the official zoning map of the City of Elgin, TX adopted in Ch. 46, Sec. 46-3, revised Code of Ordinances, City of Elgin, TX, 2013 and making this amendment a part of said official zoning map (Sacred Heart Rezoning from R-1 to PDD).

BACKGROUND: See attached staff report.

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☐ not included in the current-year budget ☒ N/A

Finance Approval:

Signature: _____ **Date:** _____

RECOMMENDATION: The Planning and Zoning Commission provided input for item at their June 26, 2023, meeting.

ATTACHMENTS: Staff Report, Application with Owner’s Authorization, PDD Request Letter, and Ordinance with Exhibits.

☐ Staff will be making a detailed presentation on this agenda item at the meeting.

☒ Staff will provide brief comments and answer questions on this item at the meeting.

☐ This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.



Development Services Department

STAFF REPORT

Rezoning from R-1 to PDD

Sacred Heart

Date: August 7, 2023
Applicant: Catholic Diocese of Austin
Representative: Tammi Migl of Migl Engineering and Consulting
Hearing Dates: Planning and Zoning Commission – June 26, 2023
City Council - August 15, 2023
Location: Bastrop Co. Appraisal District Parcels 14760, 57239, 13484, 51150, 13488, 13490, 13472, and 73681

APPLICATION SUMMARY

Consideration of a rezoning of 9.8555 acres of land located on or near the intersection of West 11th Street and North Avenue C (a change to the official zoning map). The proposal is to change the zoning from R-1 Single-Family Residential District to PDD Planned Development District for use as a church campus. The PDD application also includes a request to vacate the N Avenue B ROW and a portion of W 12th Street adjacent to the campus and replace the ROW with a PUE. The total PDD will encompass 10.3635 acres.

PLANNING AND ZONING COMMISSION INPUT

The Commission offered their input to the development plan in a workshop format at their June 26, 2023, meeting. Staff and Commission discussion involved layout of the proposed new church campus, vacating the right-of ways and whether the existing utilities would have to be relocated, the size of the new church and the amount of required off-street parking for the proposed 650 seat sanctuary. The Commission as a whole or individual members didn't express any concerns regarding the proposed PDD.

DEPARTMENT COMMENTS

Staff has no issues or concerns regarding the proposal.

ATTACHMENTS

Additional information is provided through the attached exhibits.

1. Application w/Owner's Authorization
2. PDD request letter.
3. Ordinance with Exhibits

ATTACHMENT 1
Application with Owner's Authorization

PDD REZONING APPLICATION

Date: 2/2/2023New X Modification _____

Modification of _____

SITE INFORMATION

Project Address: 302 W 11th StreetParcel Identification Number (if no address): 57239, 13488, 13472, 14712, 73681, 51150,
13484, 13490, 14760, AND VACATED ROW

APPLICANT

Name: Tammi Migl, PE / Migl Engineering and ConsultingPostal Address: 9600 Escarpment Blvd, Suite 745-174
Austin, TX 78749E-Mail Address: tammi@miglengineering.com; Phone Number: 512-750-0440

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.

_____Tammi Migl, PE_____2/2/2023

Signature

Printed Name

Date

Project Description:

Planned Development District zoning to support the addition of a new Sanctuary, parking, and
associated site improvements for the Sacred Heart Catholic Church located at

302 W 11th Street. The PDD includes 10 parcels totaling 9.8555 acres. The PDD application
also includes a request to vacate the N Avenue B ROW and a portion of W 12th Street adjacent
to the campus and replace the ROW with a PUE. The total PDD will encompass 10.3635 acres



310 North Main Street
P.O. Box 591
Elgin, Texas, 78621



(512) 281-0119



www.elgintx.com



Diocese of Austin

6225 Hwy. 290 East · Austin, TX 78723
(512) 949-2400 · Fax (512) 949-2520
www.austindiocese.org

Facilities Planning Office

November 2, 2020

Mr. David Harrell, AICP
Development Services Director
Development Services Department
City of Elgin, TX

RE: Agent Authorization
Sacred Heart Catholic Church

Dear Mr. Harrell:

Please accept this letter confirming that Migl Engineering and Consulting is authorized on behalf of the Catholic Diocese of Austin to act as an agent for permitting services related to proposed improvements on the Sacred Heart Catholic Church campus located at 302 West 11th Street.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Baker".

Patrick Baker
Director of Facilities Planning

ATTACHMENT 2
PDD Request Letter



February 2, 2023

Mr. David Harrell, AICP
Development Services Director
Development Services Department
City of Elgin, TX

RE: Sacred Heart Catholic Church
PDD Request

Mr. Harrell:

This application consists of a Planned Development District Zoning request for the proposed construction of a new sanctuary, parking and associated site improvements on the Sacred Heart Catholic Church campus located at 302 W 11th Street.

EXISTING CONDITIONS

The church owns nine (9) tracts along W 11th Street, N Avenue B, and W 12th Street totaling 9.8555 acres. The parcels are as follows:

1. 206 W 12th – R57239 – V1470, P146
2. 205 W 12th – R13488 – V2041, P186 & V2054, P173
3. 210 W 11th – R13472 – V1904, P747
4. 1105 N Ave B - R13490 – Deed No 202216514
5. 302 W 11th – R73681 – V116, P148
6. 302 W 11th (Lot 16) – R51150 – V328, P232
7. 302 W 11th (Lot 15) – R13484 – V372, P591
8. Alleys & 12th St. ROW – Quitclaim Deed, V419, P552
9. 1206 N Ave B - R14760 – Deed No 202225326

Tracts 1, 2, 3, and 4 are located north of N Avenue B and are currently developed as single-family residential property. Parcels 4 through 7 are located south of N Avenue B and make up the current church campus developed with a sanctuary, multipurpose building, parking and associated site improvements. Tract 8 is vacated right-of-way on the existing campus. Tract 9 is the 5.334-acre tract located west of the campus. Reference **EXHIBIT 1** showing the locations of the tracts.

PROPOSED CONDITIONS

The Diocese of Austin would like to develop the 9 tracts as one unified development. The Diocese proposes the construction of a 650-seat sanctuary and associated parking and site improvements. Phase 2 will include a 450-seat expansion to the sanctuary, as well as additional parking.

The existing sanctuary on Parcel 5 was recently demolished; the existing parking is proposed for demolition with the redevelopment. The existing residences on Parcels 1 through 4 will be removed. Tract 1 will be developed in the future as Phase 2 parking. Tracts 2 and 3 will be used for a shallow stormwater detention area and dedicated as parkland. Tract 4 will be developed in the future with either a parish office or religious education building.

In order to unify the 9 tracts, the Diocese requests the City abandon the N Avenue B right-of-way and a portion of West 12th Street. A Public Utility Easement will be recorded to replace the existing right-of-way. The Diocese will improve the street surface and on-street parking along this proposed easement. All tracts and abandoned ROW will be re-platted as a single lot. The total area of the PDD will include 10.3635 acres. Reference **EXHIBIT 2** for the **DEVELOPMENT PLAN**.

EXISTING ZONING

The existing zoning is R-1 Single Family

PROPOSED ZONING

The proposed zoning is a Planned Development District.

PROPOSED PDD DEVELOPMENT

Zoning and Subdivision Ordinances

The property shall be regulated for purposes of zoning and subdivision by this Plan. All aspects not specifically covered by this Plan shall be regulated by the R-1 zoning district, or applicable sections of the Code. If there is a conflict between this Plan and the Code, this Agreement and Plan shall supersede the specific conflicting provisions of the Code.

All other Ordinances within the Code, as amended, shall apply to the Property except as clearly modified by this Plan. In the event of a conflict the terms of this Plan shall control.



Traffic Impact Analysis

A traffic impact analysis (TIA) shall not be required for the Plan.

Setbacks

1. Front setbacks along W 11th Street shall be twenty-five (25) feet per R-1 standards.
2. All non-front building setbacks shall be a minimum of ten (10) feet.

Compatibility

1. A minimum six (6) foot high masonry fence or a ten (10) foot landscape buffer shall be provided between adjacent residential properties and parking areas and drives. The landscape buffer shall be planted with new sod or turf. One (1) native mid-sized evergreen tree and three (3) native short trees shall be provided per every forty (40) linear feet of bufferyard. The fenceline should be cleared of understory shrubbery and debris, with existing trees to remain; all new planting/landscape improvements shall follow the above pattern except in cases where new planting would conflict with, or otherwise compromise the health/viability of, existing trees.
2. All exterior lighting shall be hooded or shielded from the view of adjacent residential property.
3. The maximum light level at the property line adjacent to residential properties shall not exceed 0.25 footcandles.

Building Design

1. Building height shall be no greater than fifty (50) feet.
2. The maximum building coverage shall be no more than 45%.
3. The maximum impervious cover shall be no more than 65% of the gross site area.

Parking

1. Sanctuary seating capacity shall govern the number of spaces. Phase 1 parking shall be provided at a ratio of one (1) space per four (4) seats. Parking for ultimate development shall be provided at a ratio of one (1) space per 5.25 seats.
2. Parking space size shall be 9' x 18'.
3. Existing head-in parking will remain along W 11th Street within the City's right-of-way.
4. Bicycle parking shall be provided at a ratio of 2% of the motor vehicle spaces provided, or 5 spaces, whichever is greater.

Landscaping

1. The area between the front of the proposed sanctuary and N 11th Street shall not be considered "street yard".



2. Accessways or internal circulation drives shall not be deemed streets for the purpose of calculating street yard.

Stormwater Detention

The project shall meet the requirement for on-site stormwater detention to attenuate any increase in the 2-, 10-, 25- and 100-year storm events. The project shall be exempt from storm water quality improvements.

Plan Expiration

The Approved Site Plan shall not have an expiration. Phasing proposed with the Site Plan shall not have an expiration.

PROPOSED PDD ENHANCEMENTS

The enhancements proposed with the PDD include the following:

- ❖ Public parkland maintained by the Diocese of Austin on Tract 2 and 3 of the PDD totaling approximately 0.47 acres. Parkland will include the following features:
 - Sidewalk along the perimeter
 - Trash receptacles
 - Benches along W 11th Street
 - Seating within the park
 - Picnic area
 - Trees and landscaping
- ❖ The addition of public sidewalks along W 11th Street north of N Avenue B.
- ❖ Reconstruction of W 12th Street from the development to the alley to the north.

Reference **EXHIBIT 3** for the parkland concept.

Please let us know if you have any questions or need additional information in order to consider this request.

Sincerely,

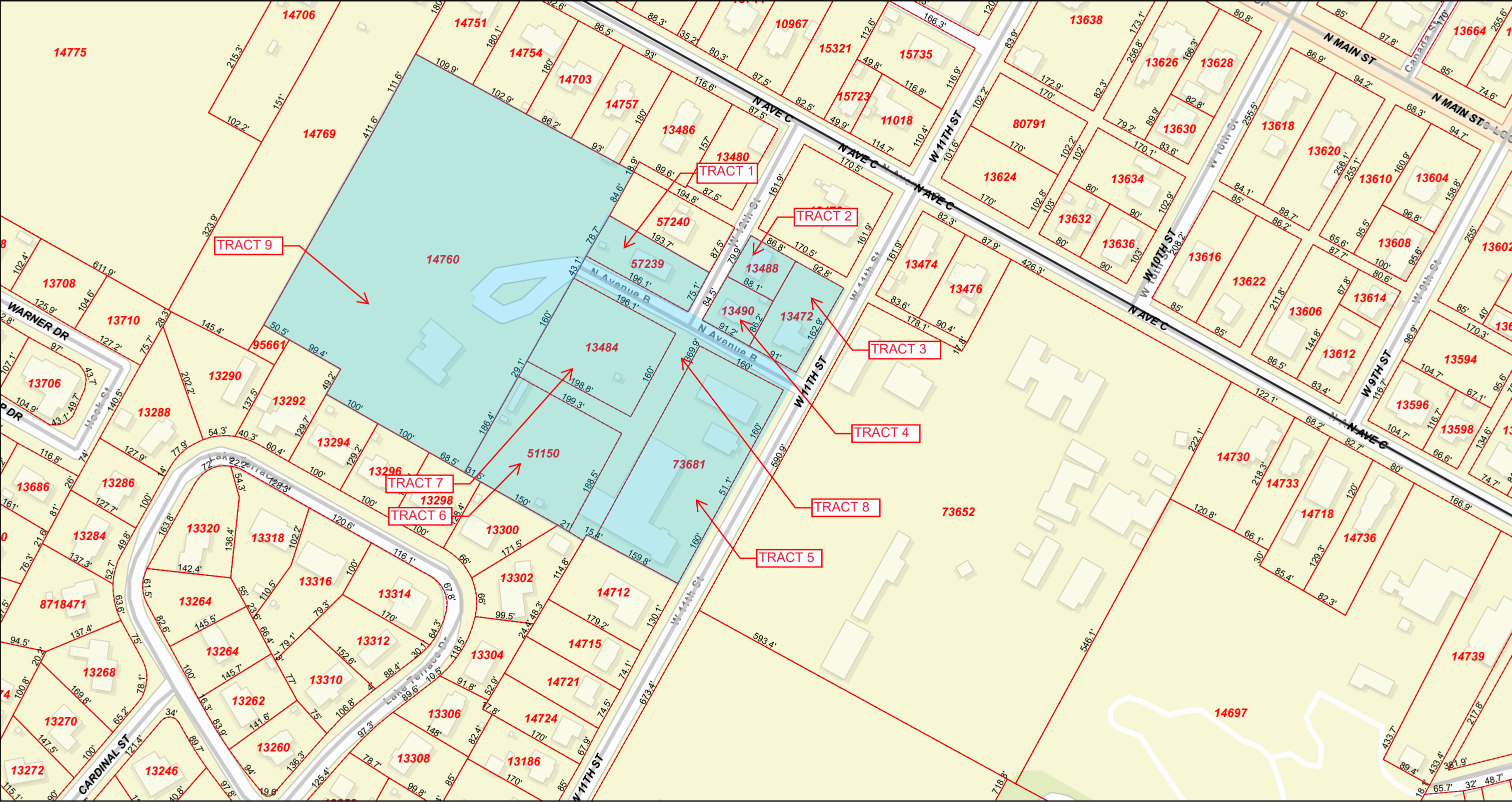
Tammi Migl, PE



EXHIBIT 1
PARCEL MAP



Bastrop CAD Web Map



8/12/2020, 12:52:59 PM

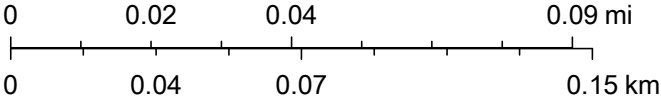
Abstracts

Parcels

----- Lot Lines

Bastrop Roads

1:2,257



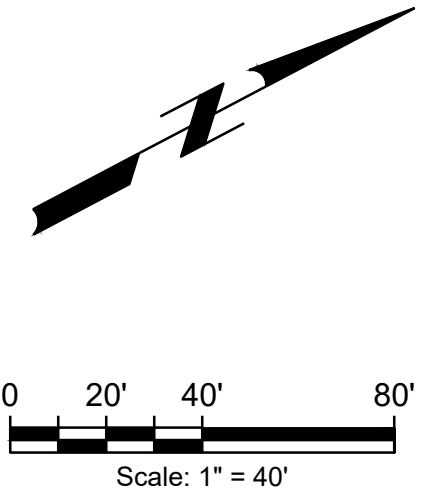
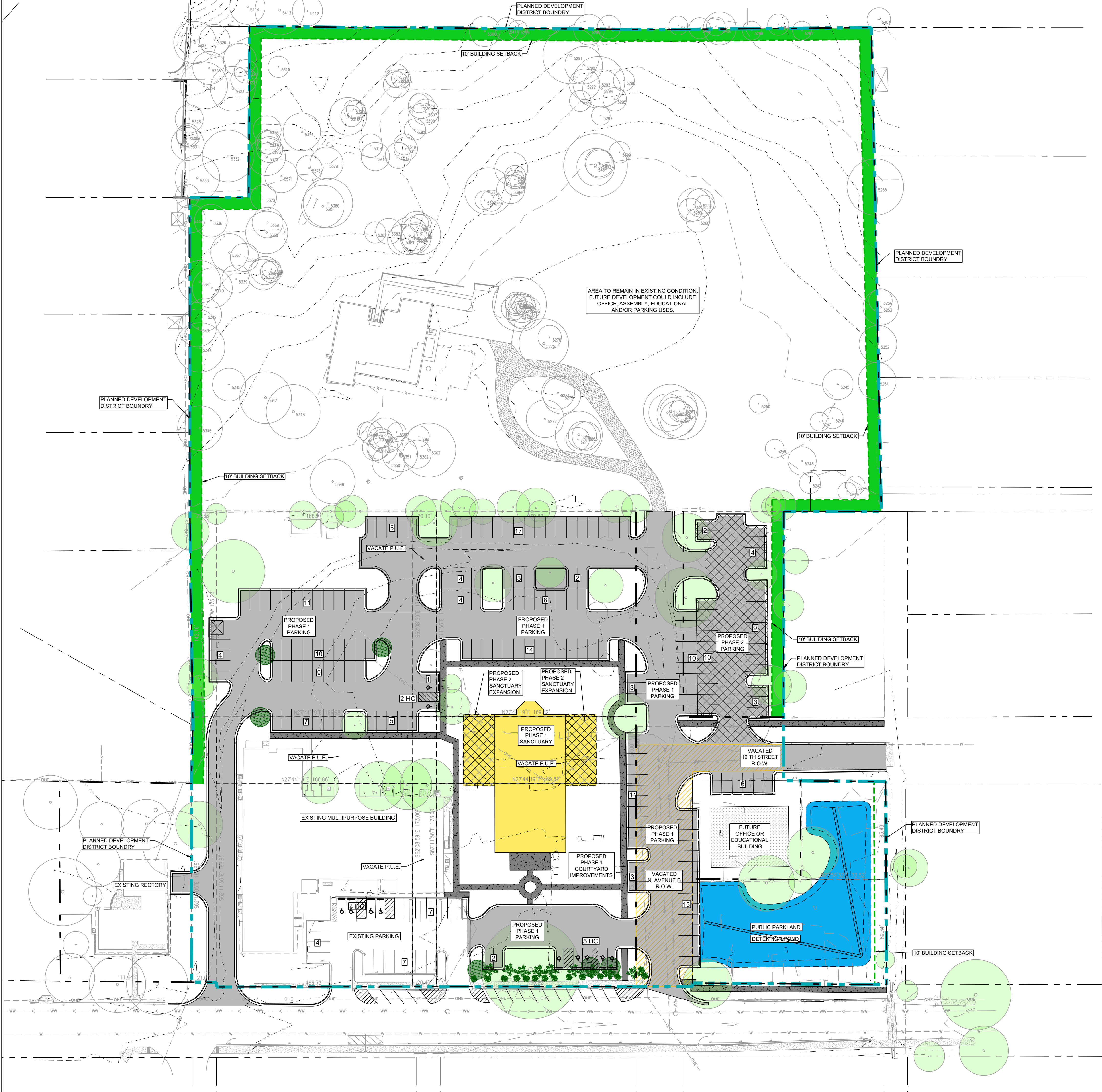
Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Bastrop County Appraisal District, BIS Consulting -

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

EXHIBIT 2
DEVELOPMENT PLAN





PARKING CALCULATION								
PHASE	USE	REQUIRED PARKING			PROVIDED PARKING			
		CAPACITY (SEATS)	PARKING RATIO	REQUIRED PARKING	OFF-STREET PARKING	ACCESSIBLE PARKING	TOTAL PROVIDED PARKING	PROVIDED PARKING RATIO
PHASE 1	Religious Assembly	650	1 : 4 seats	163	172	11	183	1 : 4 seats
PHASE 2	Religious Assembly	450	1 : 4 seats	113	28	0	28	
TOTAL	Religious Assembly	1,100	1 : 4 seats	275	200	11	211	1 : 5.25 seats

- LEGEND
- PLANNED DEVELOPMENT DISTRICT BOUNDARY
 - BUILDING SETBACK
 - PROPERTY LINE
 - ADJACENT PROPERTY LINE
 - EDGE OF PAVEMENT
 - EXISTING OVERHEAD ELECTRIC
 - EXISTING WASTEWATER LINES
 - EXISTING WATER LINES
 - EXISTING CONCRETE
 - PROPOSED SIDEWALK
 - PROPOSED PHASE 1 BUILDINGS
 - PROPOSED PHASE 2 BUILDINGS
 - PROPOSED PHASE 1 PAVEMENT
 - PROPOSED PHASE 2 PAVEMENT
 - FUTURE DEVELOPMENT
 - PUBLIC UTILITY EASEMENT
 - 10' LANDSCAPE BUFFERYARD
 - EXISTING TREE
 - PROPOSED TREE /LANDSCAPING



CAUTION - ELECTRICITY PRESENT

THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS THAT ENTER OR WORK ON THIS PROJECT ARE RESPONSIBLE FOR LOCATING, USING ONE-CALL OR THE ELECTRIC UTILITIES THEMSELVES, ALL OVERHEAD AND UNDERGROUND ELECTRICAL OF ANY NATURE AND FOR SAFEGUARDING ALL PERSONNEL ON THIS PROJECT, INCLUDING ANY OFF-SITE WORK AREAS SHOWN ON THE PLAN, FROM ANY INTERFERENCE WITH THE ELECTRIC LINES OR FROM DAMAGING, DIGGING UP OR UNCOVERING THE ELECTRIC LINES, GETTING A LADDER IN HARM'S WAY OR ANY OTHER ACTIVITY OF ANY NATURE THAT COULD HARM ANY INDIVIDUAL IN ANY MANNER. THIS RESPONSIBILITY HEREBY REMOVES MIGL ENGINEERING AND CONSULTING AND THE OWNER FROM ANY LIABILITY OF ANY NATURE.



MIGL ENGINEERING AND CONSULTING
9600 Escarpment Blvd, Suite 745-174
Austin, TX 78749 | 512 750 0440
Texas Registered Engineering Firm F-16967

CLIENT/PROJECT
**SACRED HEART
CATHOLIC CHURCH**
302 W 11TH ST
ELGIN, TX 78621

PROJECT NO.
0128.009

SHEET TITLE
CONCEPT PLAN

SHEET NO.
EX-2

EXHIBIT 3
PARKLAND CONCEPT





NORTH



SCALE: 1"=20'-0"

PARK SCHEMATIC

SACRED HEART, ELGIN, TEXAS

03/01/2023 | PG. 1 OF 1



© COLEMAN & ASSOCIATES

ATTACHMENT 3
Ordinance with Exhibits

ORDINANCE NO. 2023-

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE APPROXIMATELY 10.3635 ACRES OF LAND FROM “R-1” SINGLE FAMILY DISTRICT TO “PDD” PLANNED DEVELOPMENT DISTRICT LOCATED ON PARCELS OF LAND KNOWN BY THE BASTROP CO. APPRAISAL DISTRICT AS PARCELS R14760, R57239, R13484, R51150, R13488, R13490, R13472, AND R73681 LOCATED ON OR NEAR THE INTERSECTION OF W. 11TH STREET AND N. AVENUE C WITHIN ALL OR PARTS OF THE RHONDA MOORE SUBDIVISION, AN ADDITION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN CABINET 2, PAGE 245B, OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, THE J.P. TINGLE SUBDIVISION WHICH IS A PART OF DIVISION 14 OF THE TOWN OF ELGIN, BASTROP COUNTY, TEXAS, THE TINGLE ADDITION, A SUBDIVISION IN BASTROP COUNTY, TEXAS RECORDED IN VOLUME 73, PAGE 407, DEED RECORDS OF BASTROP COUNTY, TEXAS, AND THE O’CONNOR SUBDIVISION, A SUBDIVISION IN THE CITY OF ELGIN, BASTROP COUNTY, TEXAS RECORDED IN PLAT CABINET #2, PAGE 318-B WITH SAID TRACTS BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of Elgin, Texas to amend the Official Zoning Map to rezone the property described in Exhibit “D” attached hereto and incorporated here in, from R- 1 Single Family Dwelling District, and

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its input, and

WHEREAS, the Planning and Zoning Commission held a workshop concerning the requested change on June 26, 2023, and

WHEREAS, the Planning and Zoning Commission has offered their input on the proposed change to the Official Zoning Map, and

WHEREAS, on August 15, 2023, after proper notification, the City Council held a public hearing on the requested zoning, and

WHEREAS, the City Council determines that the zoning provided for here in promote the health, safety, morals, and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A, Texas Local Government Code, and Chapter 46, City of Elgin Ordinances, concerning public notices, hearings, and other procedural matters has been fully complied with, Now Therefore

IT ORDAINED BY THE COUNCIL OF THE CITY OF ELGIN, TEXAS, THAT:

I.

The Official Zoning Map adopted in Chapter 46, Section 46-3, City of Elgin, Texas is hereby amended so that the zoning classification of the property described in Exhibit “D” is classified as PDD Planned Development District.

II.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this Ordinance shall not invalidate other sections or provisions thereof.

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

READ, PASSED, and ADOPTED on first reading this the 15th day of August 2023.

THERESA MCSHAN, MAYOR

ATTEST:

JENNIFER STUBBS, City Secretary

**AGREEMENT AND DEVELOPMENT PLAN
SACRED HEART CATHOLIC CHURCH
PLANNED DEVELOPMENT DISTRICT (PDD)**

**THE STATE OF TEXAS
COUNTY OF BASTROP**

**§
§**

THIS AGREEMENT AND DEVELOPMENT PLAN (this "Agreement") is made and entered by and between the CITY OF ELGIN, TEXAS, a Texas municipal corporation, (hereinafter referred to as the "City"), and THE CATHOLIC DIOCESE OF AUSTIN, its successors and assigns, (hereafter referred to as the "Owner"); provided, however, upon sale, transfer or conveyance of portions of the hereinafter described property, the duties and obligations of the Owner, as it relates to the respective property, shall be assumed by the new owner, and the Owner shall have no further liability relating to their respective property.

WHEREAS, the Owner is the owner of certain real property consisting of 9.8555 acres, as more particularly described in **Exhibit "A – Parcel Map"**, (herein after referred to as the "Diocese Tracts") attached hereto and made a part hereof.

WHEREAS, the Owner intends to acquire certain real property consisting of 0.4120 acres, as more particularly described in **Exhibit "B – Vacated Right-of-Way"**, (herein after referred to as the "City Property") attached hereto and made a part hereof.

WHEREAS, the Owner intends to acquire certain real property consisting of 0.0960 acres, as more particularly described in **Exhibit "C – Vacated Right-of-Way"**, (herein after referred to as the "City Property") attached hereto and made a part hereof.

WHEREAS, the Owner desires to re-plot the properties described on Exhibits A, B and C into one contiguous parcel and to develop the re-platted parcel consisting of 10.3635 acres, as more particularly described in **Exhibit "D – Development Plan Area"**, (herein after referred to as the "Property") attached hereto and made a part hereof; and

WHEREAS, the Owner has submitted a request to the City to zone the Property as a Planned Development District (the "PDD"), and those portions of the Property currently lie within City Limits.

WHEREAS, pursuant to Chapter 46, Article IV, Division 10, Code of Ordinances, City of Elgin, Texas, the Owner has submitted a Development Plan setting forth the development conditions and requirements within the PDD, which Development Plan is contained in Section II of this Agreement; and

WHEREAS, the City has held public hearings required by law to solicit input from all interested citizens and affected parties; and

WHEREAS, on _____, the City's Planning and Zoning Commission recommended approval of the Owner's application for a PDD; and

WHEREAS, the City Council has reviewed the proposed Development Plan and determined that it promotes the health, safety, and general welfare of the citizens of Elgin and that it complies with the intent of the Planned Development District Ordinance of the City;

NOW THEREFORE BY THIS AGREEMENT WITNESSETH that, in consideration of the covenants and

conditions set forth herein, the City and the Owner agree as follows:

I. GENERAL PROVISIONS

1. CONFORMITY WITH DEVELOPMENT PLAN

All uses and development within the Property shall conform to the Development Plan included in Section II herein the "Plan."

2. CHANGES AND MODIFICATIONS

No changes or modifications will be made to this Development Plan unless all provisions pertaining to changes or modifications as stated herein are followed.

3. ZONING VIOLATION

The Owner, his successors and assigns understand that any person, firm, corporation or other entity violating any conditions or terms of the Development Plan shall be subject to any and all penalties for the violation of any zoning ordinance provisions as stated in the Code of Ordinances, City of Elgin, Texas, as amended. This Plan will be filed in the Official Records of Bastrop County, thereby placing future purchasers of the property on notice of all of the terms and conditions of this Plan.

4. MISCELLANEOUS PROVISIONS

4.1 Assignment.

Neither party may assign its rights and obligations under this Agreement without having first obtained the prior written consent of the other which consent shall not be unreasonably withheld. This section shall not prevent the Owner from selling the Property or portions of the Property, together with all development rights and obligations contained in this Development Plan, and no consent shall be required in connection with any sale provided the purchaser assumes Owner's obligations in writing as to such portions of the Property.

4.2 Necessary Documents and Actions.

Each party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

4.3 Severability.

In case one or more provisions contained herein are deemed invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions hereof and in such event, this agreement shall be construed as if such invalid, illegal or unenforceable provision

had never been contained herein.

4.4 Entire Agreement.

This Agreement constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written understandings or representations of the parties respecting the subject matter hereof.

4.5 Applicable Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas.

4.6 Venue.

All obligations of the parties created hereunder are performable in Bastrop County, Texas and venue for any action arising hereunder shall be in Bastrop County.

4.7 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto (and their respective successors and assigns), any rights, benefits or remedies under or by reason of this Agreement.

4.8 Duplicate Originals.

This Agreement may be executed in duplicate original, each of equal dignity.

4.9 Notices.

Until changed by written notice thereof any notice required under this Agreement may be given to the respective parties, by certified mail, postage prepaid or by hand delivery to the address of the other party shown below:

OWNER

CITY OF ELGIN, TEXAS

Catholic Diocese of Austin
6225 E US Hwy 290
Austin, Texas 78723
Attn: Patrick Baker

City of Elgin, Texas
P.O. Box 591
Elgin, Texas 78621
Attn: City Manager

4.10 Effective Date.

This Agreement shall be effective from and after the date of due execution hereof by all parties.

4.11 Appeal of Administrative Decisions.

Administrative decisions provided for in this Agreement may be appealed to the City Council in writing within 30 days following receipt by the Owner of the written confirmation of the decision.

4.12 Binding Effect.

This Agreement and the Development Plan binds and benefits the Owner and its successors and assigns.

4.13 Sunset Provision

In the event that this Planned Development Plan is not recorded within two (2) years from the date the Planned Development Plan is approved by the City Council, then the Planned Development Plan shall be automatically voided and the zoning shall revert to R-1 Single Family (the zoning ordinances in effect at the time of approval of this PDD).

II. DEVELOPMENT PLAN ("Plan")

1. DEFINITIONS

Words and terms used herein shall have their usual force and meaning, or as defined in the Code of Ordinances, as amended, City of Elgin, Texas, hereinafter referred to as "the Code"

2. PROPERTY

This Development Plan (hereinafter referred to as "Plan") covers approximately 10.3635 acres of land, all of which is located within the city limits of Elgin, Texas, and more particularly described by metes and bounds in **Exhibit "D"**, attached hereto.

3. PURPOSE

The purpose of this Plan is to ensure a PDD that 1) is equal to or superior to development that would occur under the standard ordinance requirements, 2) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 3) is adequately provisioned by essential public facilities and services, and 4) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

4. APPLICABILITY OF CITY ORDINANCES

4.1 Zoning and Subdivision Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this Plan. All aspects not specifically covered by this Plan shall be regulated by the R-1 zoning district, or applicable sections of the Code. If there is a conflict between this Agreement and Plan and the Code, this Agreement and Plan shall supersede the specific conflicting provisions of the Code.

4.1.1 Setbacks

- (1) Front setbacks along W 11th Street shall be twenty-five (25) feet per R-1 standards.
- (2) All non-front building setbacks shall be a minimum of ten (10) feet.

4.1.2 Compatibility

- (1) A minimum six (6) foot high masonry fence or a ten (10) foot landscape buffer shall be provided between adjacent residential properties and parking areas and drives. The landscape buffer shall be planted with new sod or turf. One (1) native mid-sized evergreen tree and three (3) native short trees shall be provided per every forty (40) linear feet of bufferyard. The fence line should be cleared of understory shrubbery and debris, with existing trees to remain; all new planting/landscape improvements shall

follow the above pattern except in cases where new planting would conflict with, or otherwise compromise the health/viability of, existing trees.

- (2) All exterior lighting shall be hooded or shielded from the view of adjacent residential property.
- (3) The maximum light level at the property line adjacent to residential properties shall not exceed 0.25 footcandles.

4.1.3 Building Design

- (1) Building height shall be no greater than fifty (50) feet.
- (2) The maximum building coverage shall be no more than 45%.
- (3) The maximum impervious cover shall be no more than 65% of the gross site area.

4.1.4 Parking

- (1) Sanctuary seating capacity shall govern the number of spaces. Phase 1 parking shall be provided at a ratio of one (1) space per four (4) seats. Parking for ultimate development shall be provided at a ratio of one (1) space per 5.25 seats.
- (2) Parking space size shall be 9' x 18'.
- (3) Existing head-in parking will remain along W 11th Street within the City's right-of-way.
- (4) Bicycle parking shall be provided at a ratio of 2% of the motor vehicle spaces provided, or 5 spaces, whichever is greater.

4.2 Other Ordinances

All other Ordinances within the Code shall apply to the Property, except as clearly modified by this Plan.

4.3 Traffic Impact Analysis

A traffic impact analysis (TIA) shall not be required for this Plan.

4.4 Landscaping

All landscaping shall be in conformance with Chapter 44 Vegetation Code per the City ordinances.

5. PERMITTED USES

The Property shall be used and developed as a religious campus as shown in **Exhibit "E"** attached hereto and incorporated herein. **Exhibit "E"** depicts the Development Plan for the property. Churches, buildings, structures, and uses accessory and customarily incidental on a religious campus are hereby permitted.

6. UNDERGROUND UTILITY SERVICE

All utility lines must be underground to connection points provided by the utility service provider. All transformers must be visually screened.

7. VACATED RIGHT-OF-WAY

This Development Plan vacates the N Avenue B right-of-way and a portion of the 12th Street right-of-way. Water and wastewater easements as depicted on the Concept Plan will be dedicated with the Replat of Sacred Heart Subdivision.

8. PARKLAND DEDICATION

The parkland dedication requirements for the Property shall be met in full by providing the following:

8.1 Parkland and Pocket Parks

0.47 acres of publicly accessible parkland owned and maintained by the Owner shall be provided with this Development Plan. Detention for the development shall be allowed within this parkland. A concept of this parkland is included as **Exhibit F**. The parkland shall include the following features:

- Concrete sidewalks along the perimeter
- Trash receptacles
- Benches along W 11th Street
- Seating within the park
- Picnic area
- Trees and landscaping

9. SIGNS

- 9.1 Signs for the Property shall be per regulations set forth in Chapter 32 of the City of Elgin Code of Ordinances.

10. WATER AND WASTEWATER

- 10.1 Potable water and wastewater will be provided by City of Elgin to the Property Line. Water and wastewater easements as depicted on the Concept Plan will be dedicated with the Replat of Sacred Heart Subdivision.

11. WATER QUALITY, DETENTION, AND IMPERVIOUS COVER

- 11.1 The project shall meet the requirement for on-site stormwater detention to attenuate the 2-, 10-, 25- and 100-year storm rate of discharge to predevelopment rate of runoff.
- 11.2 The maximum impervious cover shall be no more than 65% of the gross site area.
- 11.3 Water quality is not required for this project.

12. STREETS, BLOCKS, LOTS, SIDEWALKS, BUILDING LINES, AND SETBACKS, DRAINAGE AND STORM SEWERS AND OTHER MATTERS

- 12.1 Front setbacks along W 11th Street shall be twenty-five (25) feet per R-1 standards.
- 12.2 All non-front building setbacks shall be a minimum of ten (10) feet.
- 12.3 A minimum six (6) foot high masonry fence or a ten (10) foot landscape buffer shall be provided between adjacent residential properties and parking areas and drives. The landscape buffer shall be planted with new sod or turf. One (1) native mid-sized evergreen tree and three (3) native short trees shall be provided per every forty (40) linear feet of bufferyard. The fence line should be cleared of understory shrubbery and debris, with existing trees to remain; all new planting/landscape improvements shall follow the above pattern except in cases where new planting would conflict with, or otherwise compromise the health/viability of, existing trees.
- 12.4 Building height shall be no greater than fifty (50) feet.
- 12.5 The maximum building coverage shall be no more than 45%.
- 12.6 The maximum impervious cover shall be no more than 65% of the gross site area.
- 12.7 Sanctuary seating capacity shall govern the number of spaces. Phase 1 parking shall be provided at a ratio of 1 space per 4 seats. Parking for ultimate development shall be provided at a ratio of 1 space per 5.25 seats.
- 12.8 Parking space size shall be 9' x 18'.
- 12.9 Sidewalk per City of Elgin Construction Standards shall be provided along one side of W 12th Street.
- 12.10 Sidewalk per City of Elgin Construction Standards shall be provided along the frontage of the property along 11th Street.
- 12.11 Existing head-in parking will remain along W 11th Street within the City's right-of-way. No handicap spaces will be required along this area.
- 12.12 Bicycle parking shall be provided at a ratio of 2% of the motor vehicle spaces provided, or 5 spaces, whichever is greater.
- 12.13 The area between the front of the proposed sanctuary as shown on the Development Plan and N 11th Street shall not be considered "street yard".
- 12.14 Accessways or internal circulation drives shall not be deemed streets for the purpose of calculating street yard.

13. CHANGES TO AGREEMENT AND DEVELOPMENT PLAN

13.1 Minor Changes

Minor changes to this Agreement or Plan, which do not substantially and adversely change this Plan, may be approved administratively, if approved by the City Manager, Director of Planning, or their assignee. The following shall be considered minor revisions:

The size of a physical improvement, including buildings or structures; and/or any change in density of use may be revised if the size is increased or decreased by not more than 10% and

- (a) The Director determines the basic layout of the Development Plan remains the same and
- (b) The Development Plan functions as well as before the revision.

13.2 Major Changes

All changes not permitted under section 13.1 above, shall be resubmitted following the same procedure required by the original PDD application; provided, however, that nothing herein or otherwise shall require an owner of a portion of the Property (the "Rezoning Owner") to obtain the consent or approval of any other owner of a portion of the Property for a change in zoning (including amending this Agreement) as it applies to the land of the Rezoning Owner.

14. PLAN EXPIRATION

- 14.1** The Approved Site Plan shall not have an expiration. Phasing proposed with the Site Plan shall not have an expiration.

CATHOLIC DIOCESE OF AUSTIN

The Most Reverend Joe S. Vasquez, Bishop of the Catholic Diocese of Austin, and His Successors in office, as the Successor to the Most Reverend Gregory M. Aymond, the Most Reverend John Mccarthy, the Most Reverend Vincent M. Harris, and the Most Reverend Louis J. Reicher, and Successor in Interest to the Most Reverend C.E. Byrne.

By: _____

Name: Most Reverend Daniel E. Garcia

Title: Auxiliary Bishop of the Catholic Diocese of Austin and Attorney in Fact for the Most Reverend Joe S. Vasquez, Bishop of the Catholic Diocese of Austin

STATE OF TEXAS

_____ **COUNTY**

Sworn and subscribed before me this the ____ day of _____, 20____ by Most Reverend Danial E. Garcia, Auxiliary Bishop of the Catholic Diocese of Austin and Attorney in Fact for the Most Reverend Joe S. Vasquez.

[Seal]

Notary Public, State of _____

CITY OF ELGIN

By: _____
THERESA MCSHAN, Mayor

STATE OF TEXAS
_____ **COUNTY**

Sworn and subscribed before me this the _____ day of _____, 20____ by Theresa McShan,
Mayor, City of Elgin, Texas.

[Seal]

Notary Public, State of _____

ATTEST:

By: _____
JENNIFER STUBBS, CITY SECRETARY

STATE OF TEXAS
_____ **COUNTY**

Sworn and subscribed before me this the _____ day of _____, 20____ by Jennifer Stubbs,
City Secretary, City of Elgin, Texas.

[Seal]

Notary Public, State of _____

LIST OF EHIBITS

EXHIBIT “A” – Parcel Map and Deeds

EXHIBIT “B” – Vacated N Avenue B Right-of-Way

EXHIBIT “C” - Vacated 12th Street Right-of-Way

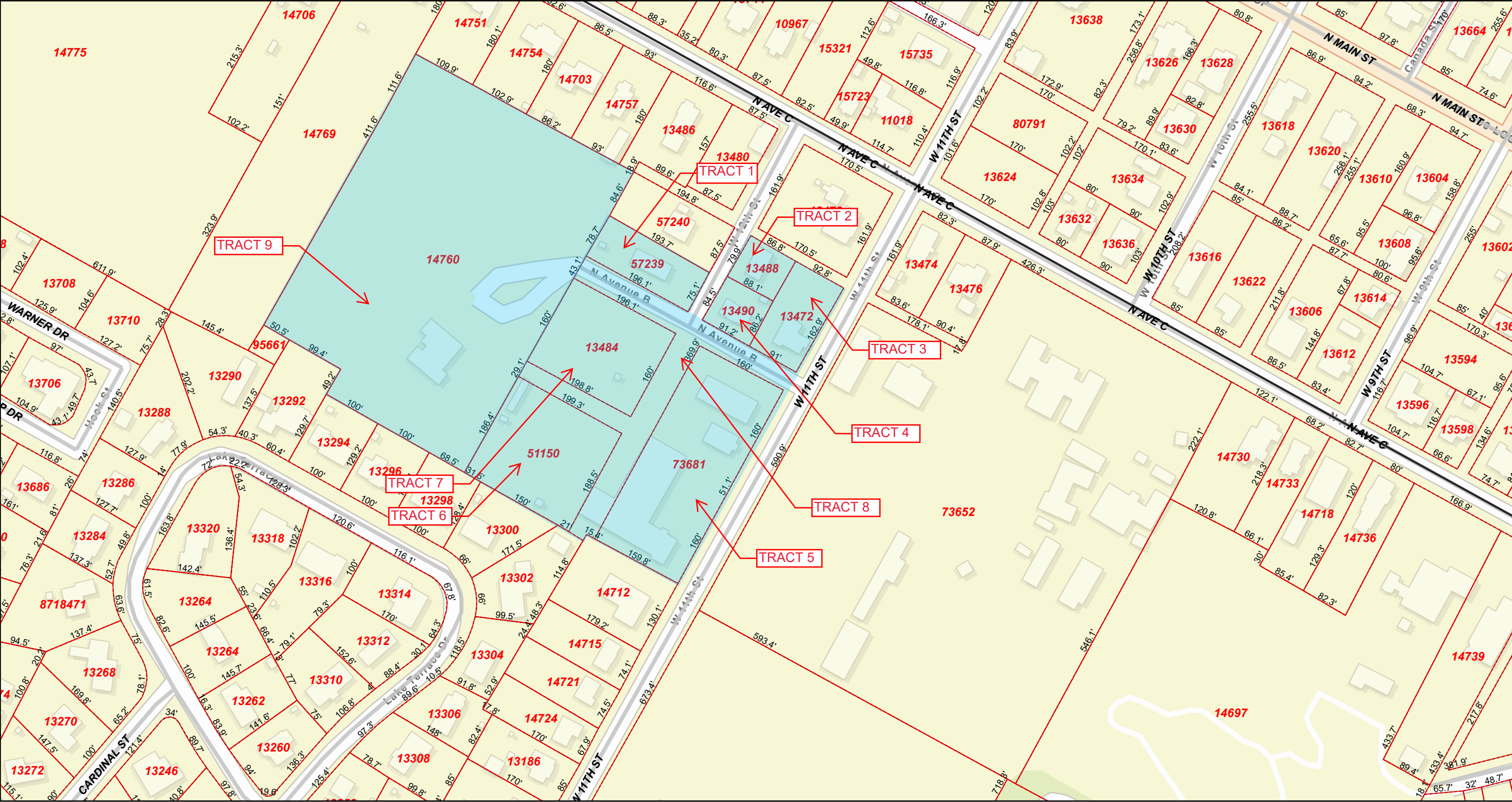
EXHIBIT “D” – Development Plan Area

EXHIBIT “E” – Concept Plan

EXHIBIT “F” – Parkland Concept Plan

EXHIBIT A – PARCEL MAP AND DEEDS

Bastrop CAD Web Map



8/12/2020, 12:52:59 PM

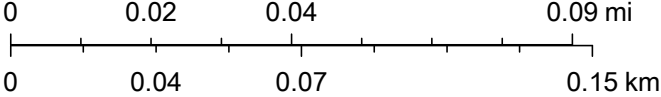
Abstracts

Parcels

----- Lot Lines

Bastrop Roads

1:2,257



Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Bastrop County Appraisal District, BIS Consulting -

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

V1470-P146

2512062485

514

General Warranty Deed

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

Date: September 8, 2004

Grantor: ROBERT D KOENNING and wife, KELLY D KOENNING

Grantor's Mailing Address: (include county)

1005 N. Ave. F, Elgin, TX 78621

Grantee: THE MOST REVEREND GREGORY M. AYMOND, Bishop of the Diocese of Austin and His Successors in Office

Grantee's Mailing Address: (include county)

1600 N. Congress Avenue, Austin, Travis County, Texas 78701

Consideration:

Ten and No/100 Dollars and other good and valuable consideration the receipt of which is hereby acknowledged, and for which no lien, express or implied, is retained.

Property (including any improvements):

Lot 1, of THE RHONDA MOORE SUBDIVISION, an Addition in Bastrop County, Texas, according to the map or plat thereof, recorded in Cabinet 2, Page 245B, of the Plat Records of Bastrop County, Texas.

Reservations from Conveyance:

None

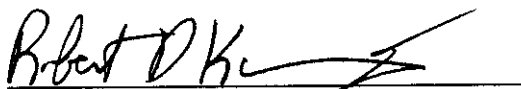
Exceptions to Conveyance and Warranty:

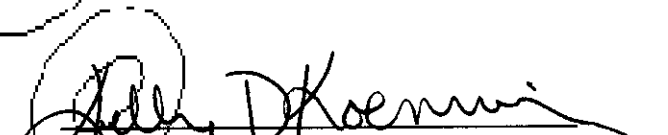
Subject to the following easements, assessments, restrictions, mineral interests, covenants and conditions of record against the hereinbefore described property, to the extent such are valid and pertain to the Property:

1. Restrictive Covenants recorded in Volume 320, Page 184 and Volume 343, Page 79 of the Real Property Records of Bastrop County, Texas.
2. Restrictive Covenants recorded in Volume 2, Page 245B of the Plat Records of Bastrop County, Texas
3. The following, all according to plat recorded in Volume 2, Page 245B of the Plat Records of Bastrop County, Texas
 - a. Seven and one-half (7 1/2) foot building line along the north property line(s).
 - b. Twenty (20) foot building line along the rear property lines(s).
 - c. Twenty Five (25) foot building line along the south property line(s).
 - d. Twenty Five (25) foot building line along the front property line(s).

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural


ROBERT D. KOENNING


KELLY D. KOENNING

V1470-P148

THE STATE OF TEXAS
COUNTY OF Travis

This instrument was acknowledged before me on the 8th day of September A.D., 2004
by ROBERT D KOENNING and KELLY D KOENNING.




Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:
Wilson, Sterling & Russell, L.L.P.
9951 Anderson Mill Road, Suite 200
Austin, Texas 78750

8220-1360
2512002485

AFTER RECORDING RETURN TO:

Charles Muller ✓
1600 Congress Ave.
Austin, TX 78701

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



2004 SEP 10 10:29 AM 200414739
MARYC \$13.00
ROSE PIETSCH, COUNTY CLERK
BASTROP COUNTY, TEXAS

DEED
201102564
2 PGS

Notice of Confidentiality of Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver License Number.

DEED

Date: FEBRUARY 23, 2011

Grantor: Sacred Heart Catholic Church

Grantor's Mailing Address: 302 W. 11th Street
Elgin, Texas 78621
Bastrop County

Grantee: The Most Reverend Joe S. Vasquez, Bishop of the Catholic Diocese of Austin, and his Successors in Office, for the benefit of Sacred Heart Catholic Church – Elgin, Texas

Grantee's Mailing Address: 6225 US Highway 290 E
Austin, Texas 78723
Travis County

Consideration: \$10.00 and other good and valuable consideration

Property (including any improvements):

Being a part of Lot 7, J.P. Tingle Addition which is a part of Division 14 of the Town of Elgin, Bastrop County, Texas, being that same property conveyed by Gift Deed to Grantor from Ernest W. Bracewell, Sr. and wife, Adrene L. Bracewell recorded on December 30, 2010 in Book 2041, Page 186 (Document No. 201015156) of the Official Public Records of Bastrop County, Texas.

Reservations for Conveyance: None.

Exceptions to Conveyance:

Any and all restrictions, setback lines, liens for assessments and fees, reservations, covenants, conditions, leases and easements, if any, relating to the Property, and any and all reservations, leases or prior conveyances of the mineral estate or any part thereof, but only to the extent that they are still in effect and shown of record in Bastrop County, Texas.

Any visible and apparent roadway or easement over or across the Property, the existence of which does not appear of record.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whosoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

Sacred Heart Catholic Church – Elgin, Texas

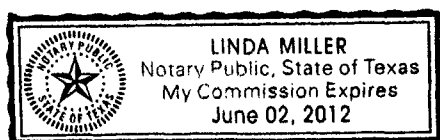
Rev. George Joseph

By: Reverend George Joseph
Pastor and President

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 23rd day of February, 2011 by Reverend George Joseph, Pastor and President of Sacred Heart Catholic Church – Elgin, Texas, a Texas non-profit corporation, on behalf of said corporation.



Linda Miller
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rose Pietsch

After recording return to:

Chancellor
Catholic Diocese of Austin
6225 US Highway 290 E
Austin, TX 78723

DEED

March 08, 2011 08:34:11 AM
MARYC FEE: \$20.00 BOOK: 2054 PAGE: 173-174
ROSE PIETSCH, County Clerk
Bastrop, Texas
201102564



DEED
200904274
3 PGS

GF# 2422007377

TH/WL

PID No. R13472

Notice of Confidentiality rights: if you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

GENERAL WARRANTY DEED

DATE: March 31, 2009

GRANTOR: Kurt William Nilsson and wife, Karen Nilsson

GRANTOR'S MAILING ADDRESS: 366 N. County Line Road
Elgin, TX 78621

GRANTEE: The Most Reverend Gregory M. Aymond, Bishop of the Catholic Diocese of Austin, and his successor in office, for the benefit of Sacred Heart Catholic Church -- Elgin, TX

GRANTEE'S MAILING ADDRESS: P.O. Box 15405
Austin, TX 78761-5405

CONSIDERATION:

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged, and for the payment of which no lien, either express or implied, is herein retained.

PROPERTY (including improvements):

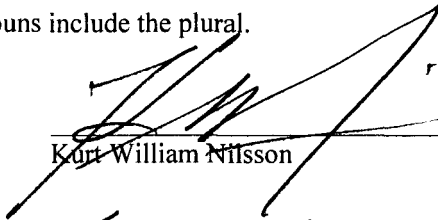
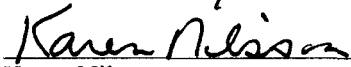
0.33 of an acre of land, more or less, out of and a part of Lot 7, Tingle Addition, a subdivision in Bastrop County, Texas, according to the map or plat thereof recorded in Volume 73, Page 407, Deed Records of Bastrop County, Texas; said 0.33 of an acre being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights-of-way, assessments and easements, if any, affecting the above-described property that are valid, existing and properly of record, and subject further to taxes for the year 2009 and subsequent years.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors and assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations and exceptions to conveyance and warranty.

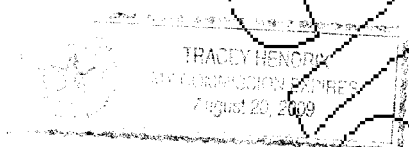
When the context requires, singular nouns and pronouns include the plural.

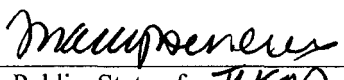

Kurt William Nilsson

Karen Nilsson

Acknowledgement

STATE OF Texas
COUNTY OF Travis

This instrument was acknowledged before me this 31 day of March, 2009, by Kurt William Nilsson and wife, Karen Nilsson.




Notary Public, State of Texas

After recording, return to:
Austin Title Company
1515 S. Capital of Texas Hwy., Ste. 500
Austin, TX 78746
GF# 2422007377
Attention: Tracey Hendrix

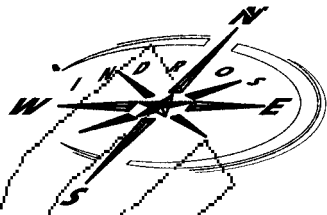
SEAL

Windrose Land Services Austin Ltd

3913 Todd Lane, Suite 512

Austin, Texas 78744

Phone (512) 326-2100 Fax (512) 326-2770

Professional Surveying Services**LEGAL DESCRIPTION**

BEING A TRACT OR PARCEL OF LAND CONTAINING 0.33 ACRE (14,500 SQ. FT.) OF LAND OUT OF LOT 7, TINGLE ADDITION AS RECORDED IN VOLUME 73, PAGE 407, B.C.D.R. AS CONVEYED TO KURT W. NILSSON AND KAREN NILSSON BY THAT CERTAIN WARRANTY DEED RECORDED IN VOLUME 759, PAGE 698, B.C.D.R. SAID 0.33 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: ALL BEARINGS ARE BASED ON THAT CERTAIN WARRANTY DEED RECORDED IN VOLUME 759, PAGE 698, B.C.D.R.;

BEGINNING AT A SET $\frac{1}{2}$ " IRON ROD CAPPED "WINDORSE AUSTIN" MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF AVENUE B (F.K.A. SAYERS STREET) (40' R.O.W.) AND THE WEST RIGHT-OF-WAY OF WEST 11TH STREET (F.K.A. WEST KENNEDY AVE.) (60' R.O.W.);

THENCE WITH THE COMMON LINE OF SAID NORTH AVENUE B AND THE HEREIN DESCRIBED TRACT NORTH 60°43'15" WEST, A DISTANCE OF 88.56' TO A SET $\frac{1}{2}$ " IRON ROD CAPPED "WINDROSE AUSTIN" MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND BEING THE SOUTHEAST CORNER OF A CALLED 0.178 ACRE OUT OF LOT 7 AS CONVEYED TO JOHNNY WILKINS JR AS SHOWN ON THE BASTROP COUNTY APPRAISAL DISTRICT MAP (BCAD PROPERTY ID NO. R13490);

THENCE WITH THE COMMON LINE OF THE HEREIN DESCRIBED TRACT AND SAID WILKINS TRACT NORTH 29°58'56" EAST, A DISTANCE OF 92.01' TO A $\frac{1}{2}$ " IRON ROD FOUND MARKING THE NORTHEAST CORNER OF SAID WILKINS TRACT, SAME BEING THE SOUTHEAST CORNER OF A CALLED 6,147 SQ. FT. OUT OF LOT 7 AS CONVEYED TO ERNEST W. BRACEWELL SR. AND WIFE, ADRENE L. BRACEWELL BY VOLUME 236, PAGE 330, B.C.D.R. AND CONTINUING FOR A TOTAL DISTANCE OF 164.27' TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE NORTHEAST CORNER OF SAID BRACEWELL TRACT AND LYING IN THE SOUTH LINE OF A 20' ALLEY R.O.W.;

THENCE WITH THE COMMON LINE OF THE HEREIN DESCRIBED TRACT AND SAID 20' ALLEY R.O.W. SOUTH 60°05'58" EAST, A DISTANCE OF 88.60' TO A SET $\frac{1}{2}$ " IRON ROD CAPPED "WINDROSE AUSTIN" MARKING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND BEING IN THE WEST RIGHT-OF-WAY LINE OF SAID WEST 11TH STREET R.O.W.;

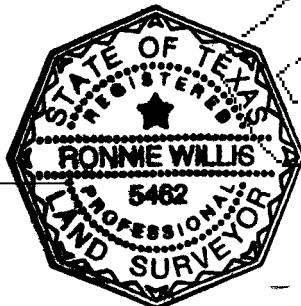
THENCE WITH THE COMMON LINE OF THE HEREIN DESCRIBED TRACT AND SAID WEST 11TH STREET R.O.W. SOUTH 30°00'00" WEST, A DISTANCE OF 163.31' TO THE PLACE OF BEGINNING AND CONTAINING 0.33 ACRE (14,500 SQ. FT.) OF LAND.

RONNIE WILLIS, RPLS#5462

March 31, 2009

JOB# 21311

GF# 2422007377



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

April 08, 2009 09:24:22 AM

MARYC FEE: \$24.00 BOOK: 1904 PAGE: 747-749

ROSE PIETSCH, County Clerk

Bastrop, Texas

200904274

DEED



Krista Bartsch
KRISTA BARTSCH, County Clerk
Bastrop Texas

July 25, 2022 08:55:45 AM
FEE: \$38.00
DEED

202216514

AUSTIN TITEE COMPANY

GENERAL WARRANTY DEED

GF#

1189972700564-053

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

STATE OF TEXAS

COUNTY OF BASTROP

DATE:

June 16, 2022

GRANTOR:

Nancy Wilkins, unmarried

GRANTOR'S ADDRESS:

1105 N. Avenue B, Elgin, TX 78621

GRANTEE:

Most Reverend Joe S. Vasquez, Bishop of the Catholic Diocese of Austin, and his successors in office, for the benefit of Sacred Heart Catholic Church - Elgin, Texas

GRANTEE'S ADDRESS:

c/o Deacon Ron Walker, 6225 E. US Hwy 290, Austin, TX 78723

CONSIDERATION:

TEN DOLLARS (\$10.00) cash and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor

REAL PROPERTY

(including any improvements)

[the "Property" herein]:

That certain real property being more particularly described in Exhibit "A" attached hereto and incorporated herein.

RESERVATIONS FROM CONVEYANCE & WARRANTY:

None.

EXCEPTIONS TO CONVEYANCE & WARRANTY:

Those matters permitted by the purchase and sale agreement between Grantor (as seller) and Grantee (as buyer) regarding the Property, but only to the extent those matters are applicable to the Property.

GENERAL WARRANTY DEED

Page 1

AD VALOREM TAXES:

Ad valorem taxes for the Property for the current year having been prorated between Grantor and Grantee, payment thereof is assumed by Grantee.

CONVEYANCE:

Grantor, for the consideration and subject to the Reservations From Conveyance and Warranty and Exceptions to Conveyance and Warranty set forth above, GRANTS, SELLS, and CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, TO HAVE AND HOLD it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations From Conveyance and Warranty and Exceptions to Conveyance and Warranty set forth above.

TERMS:

When the context requires, singular nouns and pronouns include the plural; and masculine forms include the feminine.

GRANTOR:


Nancy Wilkins

NOTARY ACKNOWLEDGMENT

STATE OF TEXAS

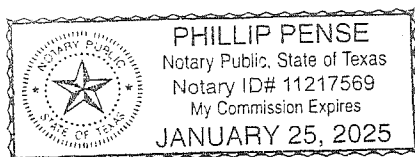
§

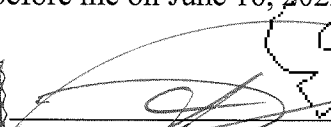
COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on June 16, 2022, by Nancy Wilkins.




Notary Public in and for the State of Texas

After Recording, Please Return to:

Austin Title Company

Two Barton Skyway

1601 South Mopac Expressway, Ste. C120

Austin, Texas 78746

Attention: Phillip Pense

GF# 1709922200564

EXHIBIT "A"
Legal Description

BEING A LOT, TRACT OR PARCEL OF LAND SITUATED IN THE CITY OF ELGIN, BASTROP COUNTY, TEXAS, AND BEING A FRACTIONAL PART OF LOT NO. 7 OF J. P. TINGLE ADDITION, RECORDED IN VOLUME 73, PAGE 407, OF THE BASTROP COUNTY DEED RECORDS, AND BEING ALL OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN A DEED TO JOHNNY WILKINS, JR. AND WIFE, VIRGINIA WILKINS FROM JOHN FRANK HEBEL AND WIFE, LOUISE K. HEBEL, DATED MAY 2, 1985, AND RECORDED IN VOLUME 371, PAGE 622, OF THE BASTROP COUNTY OFFICIAL RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found in the north line of North Avenue B at its intersection with the east line of William Avenue, for the Southwest corner of said Lot No. 7, and for the Southwest corner and POINT OF BEGINNING of the herein described tract;

THENCE with the north line of said North Avenue B, the south line of said Lot No. 7, South 60 degrees 48 minutes 51 seconds East, a distance of 84.37 feet to an iron rod found, for the Southwest corner of that certain tract of land as described in a deed to Ernest W. Bracewell, Sr. and wife, Adrene L. Bracewell from Albert F. Mikulencak and wife, Ann H. Mikulencak, dated December 13, 1985, and recorded in Volume 220, Page 265, of the Bastrop County Deed Records, and for the Southeast corner of this tract;

THENCE with the west line of the said Bracewell tract, North 29 degrees 17 minutes 45 seconds East, a distance of 92.12 feet to an iron rod found, for the Southeast corner of that certain tract of land as described in a deed to Ernest W. Bracewell, Sr. and wife, Adrene L. Bracewell from Albert F. Mikulencak and wife, Ann H. Mikulencak, and recorded in Volume 236, Page 330, of the Bastrop County Deed Records, and for the Northeast corner of this tract;

THENCE with the south line of the said Bracewell tract, North 60 degrees 15 minutes 49 seconds West, a distance of 83.23 feet to an iron rod found in the east line of said William Avenue, for the Southwest corner of the said Bracewell tract, and for the Northwest corner of this tract;

THENCE with the east line of said William Avenue, South 30 degrees 00 minutes 00 seconds West, a distance of 92.93 feet to the POINT OF BEGINNING, containing 0.179 acres of land, more or less.

THE STATE OF TEXAS, §
COUNTY OF BASTROP. §

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Albert Mikulencak and wife, **ANN H. MIKULENCAK** of the County of Bastrop, State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars to us cash in hand paid by Most Rev. C. E. Byrne, Bishop of the Catholic Diocese of Galveston, the receipt of which is hereby acknowledged and confessed and certain other valuable considerations..... have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY, unto the said Most Rev. C. E. Byrne, Bishop of the Catholic Diocese of Galveston of the County Galveston State of Texas all those two certain blocks or parcels of land, a part of the Tingle Addition to the City of Elgin in Bastrop County, Texas, described as follows:

Block No. 14 of said Addition being the same property conveyed to Louis Lundgren by Mrs. Emely Ahlquist by deed of date September 11, 1937, recorded in Vol. 99, pages 101-102 of the Deed Records of Bastrop County, Texas.

Block No. 17 of the said Tingle Addition, being the same property conveyed to Louis L. Lundgren by C. W. Webb and wife by deed of date July 16, 1943, recorded in Vol. 111 on page 437 of the Deed Records of Bastrop County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Most Rev. C. E. Byrne, Bishop of the Catholic Diocese of Galveston, his successors and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT and FOREVER DEFEND, all and singular the said premises unto the said Most Rev. C. E. Byrne, Bishop of the Catholic Diocese of Galveston, his successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS OUR HANDS this the 4th day of August, 1944.

Albert Mikulencak
Albert Mikulencak

Ann H. Mikulencak

THE STATE OF TEXAS,)
COUNTY OF BASTROP.)

BEFORE ME, Undersigned Authority, on this day personally appeared Albert Mikulencak and Ann H. Mikulencak, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Ann H. Mikulencak, wife of the said Albert Mikulencak having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Ann H. Mikulencak acknowledged such instruments to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of June 1945, A. D. 1945.

Joey Stirling
Notary Public in and for
Bastrop County, Texas

THE STATE OF TEXAS
County of Bastrop

I, Tignal Jones, Clerk of the County Court in and for said County and State, do hereby certify that the foregoing instrument of writing dated 9 day of April, 1944 with its certificate of authentication was filed for record in my office the 6 day of June, 1945, at 9 o'clock a. M. and duly recorded the 8 day of June, 1945, at 9:30 o'clock a. M. in Deed Records of said County in Volume 116, Pages 148-149.

Witness my hand and the seal of the County Court of said County, at office in Bastrop, Bastrop County, Texas, the day and date last above mentioned.

By Ann Lee Alexander Deputy

Tignal Jones Clerk
County Court, Bastrop County, Texas

GENERAL WARRANTY DEED

THE STATE OF TEXAS, §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF BASTROP. §

That we, Fred A. Raby and wife, Jan Michaelae Raby, of Bastrop County, Texas for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable cash consideration to us in hand paid by The Most RV. Vincent M. Harris, Bishop of Austin, and To His Successors In The Office, of 1600 N. Congress Austin, Texas, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, no part of which consideration is secured by a lien, either expressed or implied, have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey unto the said The Most RV. Vincent M. Harris, Bishop of Austin, and to His Successors In The Office, the following described property, to-wit:

Being a 0.754 acre tract, lot or parcel of land out and being a part of the TINGLE ADDITION to the City of Elgin, Bastrop County, Texas as recorded in Vol. 73, Pg. 407, Bastrop County Deed Records. Said 0.754 acre tract or parcel being all of Lot 16 and the 20 foot alley lying south of Lot 16. Herein described 0.754 acre tract or parcel being more particularly described by metes and bounds in Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging to the said The Most RV. Vincent M. Harris, Bishop of Austin, and To His Successors In The Office, their heirs and assigns forever; and we do hereby bind ourselves, our heirs and assigns, to warrant and forever defend all and singular the said premises unto the said The Most RV. Vincent M. Harris, Bishop of Austin, and To His Successors In The Office, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

This deed is executed and accepted, as being subject to all valid restrictions, easements, covenants and mineral and/or royalty reservations and interests relating to the aforesaid property that may be disclosed by the records of Bastrop County, Texas.

EXECUTED on this the 4th day of January, 1984.

Fred A. Raby

Fred A. Raby

Jan Michaelae Raby
Jan Michaelae Raby

THE STATE OF TEXAS, §
 §
COUNTY OF BASTROP. §

This instrument was acknowledged before me on this the 4th day of January, 1984, by Fred A. Raby and wife, Jan Michaelae Raby.

(SEAL)

NOTARY SEAL

Mary Ann Nutt
Notary Public in and for the
State of Texas

711 Water

FIELD NOTES FOR A 0.754 ACRE TRACT IN THE TINGLE ADDITION TO THE CITY OF ELGIN,
BASTROP COUNTY, TEXAS.

Being a 0.754 acre tract, lot or parcel of land out of and being a part of the TINGLE ADDITION to the City of Elgin, Bastrop County, Texas as recorded in Vol. 73, Pg. 407, Bastrop County Deed Records. Said 0.754 acre tract or parcel being all of Lot 16 and the 20 foot alley lying south of Lot 16. Herein described 0.754 acre tract or parcel being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod set in the west line of West 12th St., formerly called William Ave., where same intersects the south line of a 20 foot alley separating Lot 15 and Lot 16 in said subdivision, the northeast corner of Lot 16, for the northeast corner of this tract.

THENCE with the west line of West 12th St., the east line of Lot 16 in said subdivision, S 30° 00' 00" W, at 167.00 feet pass an iron rod set for the southeast corner of Lot 16 in the north line of the before mentioned 20 foot alley, in all 186.35 feet to a point where the said west line of West 12th St. intersects the north line of SUNSET HEIGHTS, Section 4, a subdivision recorded in Plat Cabinet #1, Pg. 25-B, Bastrop County Plat Records, for the southeast corner of this tract, from which an iron rod found at the northeast corner of Lot 9, the northwest corner of Lot 10 in said SUNSET HEIGHTS SUBDIVISION bears S 60° 49' 26" E, 7.88 feet.

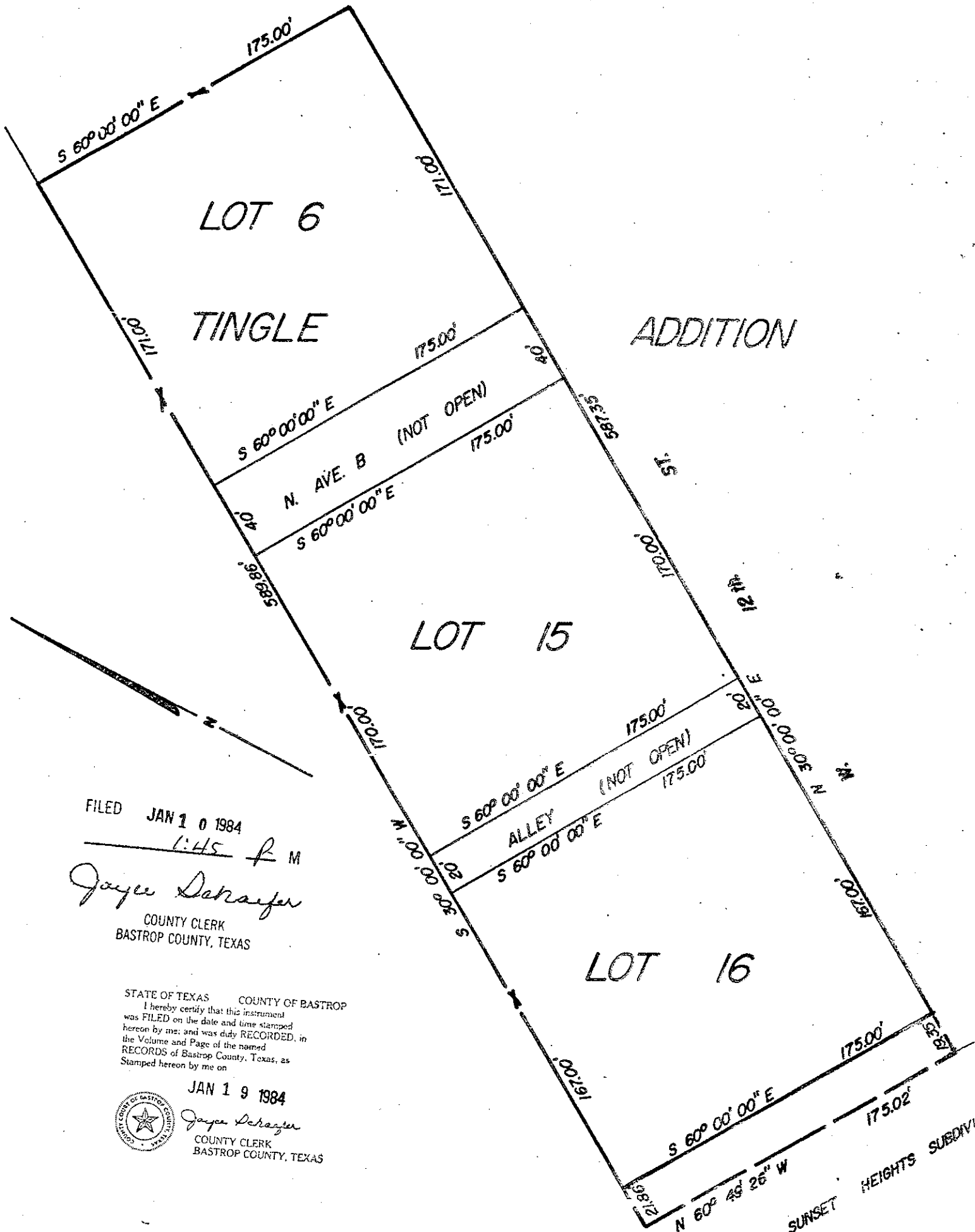
THENCE with the north line of SUNSET HEIGHTS, Section 4, the south line of the before mentioned 20 foot alley N 60° 49' 26" W, 175.02 feet to an iron rod set near a fence corner for the southwest corner of the said TINGLE ADDITION, for the southwest corner of this tract.

THENCE with the west line of the said TINGLE ADDITION N 30° 00' 00" E, at 21.86 feet pass an iron rod set for the southwest corner of Lot 16 in the north line of the said alley, in all 188.86 feet to an iron rod set for the northwest corner of Lot 16, where same intersects the south line of a 20 foot alley, for the northwest corner of this tract.

THENCE with the south line of the said 20 foot alley, the north line of Lot 16, S 60° 00' 00" E, 175.00 feet to the POINT OF BEGINNING, containing 0.754 acres of land.

Dale L. Olson
Dale L. Olson
Registered Public Surveyor
Reg. No. 1753





FILED JAN 10 1984
1:45 P M

Joyce Schaefer
COUNTY CLERK
BASTROP COUNTY, TEXAS

STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that this instrument
was FILED on the date and time stamped
hereon by me; and was duly RECORDED, in
the Volume and Page of the named
RECORDS of Bastrop County, Texas, as
Stamped hereon by me on

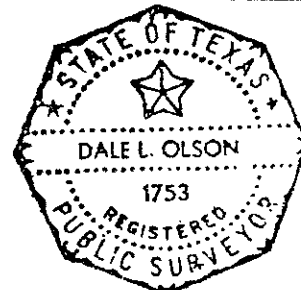


JAN 19 1984
Joyce Schaefer
COUNTY CLERK
BASTROP COUNTY, TEXAS

PLAT OF PROPERTY
Survey of Lots 6, 15, 16, TINGLE ADDITION to the City of Elgin, Bastrop County, Texas. Scale: 1" = 60'

This tract of land is recorded in Volume 73 Page 407 of the Bastrop
County (Texas) Deed Records.

I do hereby certify that the above is an accurate plat of the property of
Fred Raby ; said property being located
within City of Elgin ; Texas, made under my supervision
on September 6, 1983 I further certify that there are
no encroachments unless noted on this property at this time, and that all improvements
lie wholly within the lot boundary lines of the property described above.



File:

G.H.

VOL 373 PAGE 496

5011

CORRECTED
GENERAL WARRANTY DEED

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BASTROP

Whereas, on the 15th day of May, 1985, Fred A. Raby and wife, Jan M. Raby executed a General Warranty Deed to The Most Reverend Vincent M. Harris,

And whereas the grantee in that conveyance should have been The Most Reverend Vincent M. Harris, Bishop of the Diocese of Austin and his successors in the office of Bishop of such Diocese,

Now therefore, for good and valuable consideration, the aforementioned General Warranty Deed is corrected insofar and only insofar as the name of the grantee is changed and the prior conveyance is in all other respects affirmed and such conveyance, a copy of which is attached, is otherwise incorporated herein and made a part hereof for all purposes.

Executed this the 17 day of May, 1985.

Fred A. Raby
FRED A. RABY

Jan M. Raby
JAN M. RABY

STATE OF TEXAS
COUNTY OF BASTROP

This instrument was acknowledged before me on the 17 day of May, 1985, by FRED A. RABY and wife, JAN M. RABY

NOTARY SEAL

NOTARY PUBLIC - STATE OF TEXAS

My Commission Expires:

4-16-87

PRINTED NAME OF NOTARY

THE GRANTEE'S MAILING ADDRESS:

SACRED HEART Church
3021 W. 11th, Sigin TX 78621

FILED MAY 20 1985
9:30 a M
Joyce Schaefer
COUNTY CLERK
BASTROP COUNTY, TEXAS

STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that this instrument was filed on the 17th day of May, 1985, in the Volume and Page of the records of Bastrop County, Texas, as Stated herein, by me on



MAY 30 1985
Joyce Schaefer
COUNTY CLERK
BASTROP COUNTY, TEXAS

GENERAL WARRANTY DEED

FVOL 372 PAGE 591

4685

THE STATE OF TEXAS }
 }
 COUNTY OF BASTROP }

KNOW ALL MEN BY THESE PRESENTS:

That we, FRED A. RABY and wife, JAN M. RABY, of Bastrop County, Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration hand paid by THE MOST REVEREND VINCENT M. HARRIS, of Travis County, Texas, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, no part of which consideration is secured by a lien, either expressed or implied, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said THE MOST REVEREND VINCENT M. HARRIS, subject to any reservations and restrictions made herein, the following described real property in Bastrop County, Texas, to-wit:

Lot Fifteen (15), TINGLE ADDITION to the town of Elgin, Bastrop County, Texas; and being the same property described in the deed from Ewald F. Herklotz, et al, to Fred A. Raby, et ux, dated July 27, 1977, recorded in Volume 256, Page 139, Deed Records of Bastrop County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, his heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: Any and all restrictions, reservations, leases, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State.

EXECUTED this 15 day of May, 1985.

~~NOTARY SEAL~~

Fred A. Raby
 FRED A. RABY

Jan M. Raby
 JAN M. RABY

STATE OF TEXAS
 COUNTY OF BASTROP

This instrument was acknowledged before me on the 15 day of May, 1985, by FRED A. RABY and wife, JAN M. RABY.

My commission expires:

NOTARY PUBLIC - STATE OF TEXAS

4-16-89

Ann Pfeiffer
 PRINT NAME OF NOTARY

The Grantee's mailing address:

SACRED HEART CHURCH
3021 W. 11th ELGIN TX. 78621

FILED MAY 16 1985

11:10 a M

Jay Schaefer
 COUNTY CLERK
 BASTROP COUNTY, TEXAS

STATE OF TEXAS COUNTY OF BASTROP
 I hereby certify that this instrument was FILED on the date and time stamped hereon by me; and was duly RECORDED in the Volume and Page of the named RECORDS of Bastrop County, Texas, as Stamped hereon by me on



MAY 23 1985

Jay Schaefer
 COUNTY CLERK
 BASTROP COUNTY, TEXAS

NOTICE

Prepared by the State Bar of Texas for use by Lawyers only. Reviewed 1-1-76.
To select the proper form, fill in blank spaces, strike out form provisions or
insert special terms constitutes the practice of law. No "standard form" can
meet all requirements.

OFFICIAL RECORDS

LVOL 419 PAGE 552

QUITCLAIM DEED

4624

THE STATE OF TEXAS

COUNTY OF BASTROP

KNOW ALL MEN BY THESE PRESENTS:

THAT the City of Elgin, Texas, a municipal corporation of the State of Texas, hereinafter referred to as "City", organized and operating under provisions of its Home Rule Charter, and acting herein by and through its Mayor, he being duly authorized hereunto by Ordinance of the said City, a certified copy of which being attached hereto and made a part hereof for all purposes,

of the County of Bastrop, State of Texas, for and

in consideration of the sum of ONE * * * * * DOLLARS
and other good and valuable consideration
/in hand paid by the grantee herein named, the receipt of which is hereby acknowledged, have QUIT-

CLAIMED, and by these presents do QUITCLAIM unto John McCarthy, Bishop of Austin

of the

County of Travis, State of Texas, all of City's right,

title and interest in and to the following described real property situated in Bastrop County,

Texas, to-wit:

TRACT ONE BEING all of 12th Street between Lots 14 and 15 of the Tingle Addition to the City of Elgin, Texas, according to the map or plat of said Addition recorded in the office of the County Clerk of Bastrop County, Texas.

TRACT TWO BEING all of the alley between Lots 15 and 16 of the Tingle Addition to the City of Elgin, Texas, according to the map or plat of said Addition recorded in the office of the County Clerk of Bastrop County, Texas,

SAVE and EXCEPT, however, the following limitations and conditions, to-wit:

Easements for any and all existing utilities heretofore granted to or claimed by the City, in, on, or across said TRACTS ONE and TWO above are hereby reserved to the City, its successors and assigns, forever. Such vacating and/or this quitclaim shall not affect any such easement rights heretofore granted to any other public utility in, on, or across said street and/or alley.

TO HAVE AND TO HOLD all of City's right, title and interest in and to the above described property and premises unto the said grantee, his successors in office and assigns forever, so that neither City nor City's successors heirs, legal representatives or assigns shall have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this 1st day of April, A. D. 19 86.

CORPORATION SEAL

ATTEST:

THE CITY OF ELGIN, TEXAS

City Secretary

By: Mayor

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, VACATING, ABANDONING, AND CLOSING (1) ALL OF 12TH STREET BETWEEN LOTS 16 AND 17 OF THE TINGLE ADDITION, AND (2) ALL OF THE ALLEY BETWEEN LOTS 17 AND 14 OF SAID ADDITION, UNDER THE AUTHORITY OF ARTICLE 1016 OF THE R.C.S. OF THE STATE OF TEXAS, AND DIRECTING THE MAYOR TO EXECUTE A QUITCLAIM OF THE CITY'S INTEREST IN SAID PORTION TO THE OWNERS OF REAL PROPERTY ABUTTING SAID STREET AND ALLEY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS:

1. THAT, WHEREAS, 12th Street between Lots 16 and 17 of the Tingle Addition is a dedicated Street in the Tingle Addition to the Town of Elgin, Bastrop County, Texas, according to the map or plat of said Addition duly recorded in the Plat Records of Bastrop County, Texas, and to which said Map or Plat and the said record thereof, reference is here now made for all purposes; said Street between such 2 said lots being hereinafter referred to as "Street", and the alley between Lots 14 and 17 of said addition, extending from 11th Street to 12th Street, is a dedicated alley in such Addition, such Alley being hereinafter referred to as "Alley"; and,

2. WHEREAS, the Council hereby finds and declares that the City of Elgin is a city duly incorporated and acting under the general law and that, under the provisions of Article 1016 of the R.C.S. of the State of Texas, the City has the authority to vacate, close, and abandon such dedicated Street and Alley upon submission of a Petition signed by all the owners of real property abutting said Street and Alley; and,

3. WHEREAS, the Council further hereby specifically finds that said Street and Alley are of no use or service to the city, and no useful purpose would be served by not vacating, closing, and abandoning same; and,

4. WHEREAS, the Council further finds Vincent M. Harris, Catholic Bishop of Austin, hereinafter referred to as "Owner", is the owner of Lots No.'s 14, 16 and 17 of said Tingle Addition and that the said Lots No.'s 16 and 17 are the sole and only real property abutting said Street, and that the said Lots No.'s 14 and 17 are the sole and only real estate abutting said Alley, and that said Owner, therefore, the sole and only entity having ownership of the real property abutting said Street and said Alley; and, whereas said owner has duly petitioned the City of Elgin that said Street and Alley be vacated and abandoned and closed in order that said street be quitclaimed to said owner; and, additionally, that said owner should duly release the City from all claims arising or to arise from such action and grant to the City all rights, if any, of the said owner in and to any easements, if any, heretofore granted to, or claimed by the City, for utilities in, on, or across said portion of such streets; and,

5. WHEREAS, the City Council finds that it is to the best interests of the City that said Street and Alley be vacated, abandoned, and closed; now, therefore, premises considered,

6. IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELGIN THAT,

a. The following described Street

BEING all of 12th Street between Lots 16 and 17 of the Tingle Addition to the City of Elgin; and,

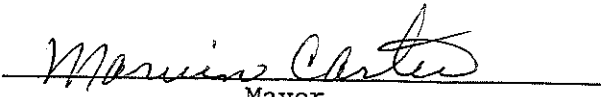
b. The following described Alley

BEING all of the alley between Lots 14 and 17 of the Tingle Addition to the City of Elgin, Texas

be, and both the same are hereby, under the provisions of the hereinabove referred to Article 1016 of the said R.C.S. of the State of Texas, OFFICIALLY and FOREVER VACATED, ABANDONED, and CLOSED, and all right, title, and interest, if any, of the general public and of the City of Elgin, acquired therein in any manner, including, but not limited to, the recording of said Plat of the Tingle Addition, as aforesaid is hereby relinquished, released, and quitclaimed unto the said Owner, his successors and assigns forever, and the Mayor of the City of Elgin is hereby directed and authorized to execute and deliver unto the aforesaid Owner, a Quitclaim Deed of said Street and Alley, upon its execution and delivery to the City of the release hereinabove described; SAVE and EXCEPT, however, EASEMENTS for any and all existing utilities in, on, or across said Street and/or Alley are hereby RESERVED to the City, its successors and assigns forever.

PASSED, APPROVED, and ADOPTED, this, the 1st day of May, 1984.

APPROVED



Mayor

ATTEST:



City Secretary

AUSTIN TITLE COMPANY

GFF# 1709922201603-053



Krista Bartsch
KRISTA BARTSCH, County Clerk
Bastrop Texas
December 14, 2022 12:45:30 PM
FEE: \$42.00
DEED

202225326

GENERAL WARRANTY DEED

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

STATE OF TEXAS

COUNTY OF BASTROP

DATE: November 30, 2022

GRANTOR: Barbara Ann Bailey Bogart, Trustee of the Barbara Ann Bailey Family Trust

GRANTOR'S ADDRESS: 144 Rattlesnake Hill Road, Elgin, TX 78621

GRANTEE: Most Reverend Joe S. Vasquez, Bishop of the Catholic Diocese of Austin, and his successors in office, for the benefit of Sacred Heart Catholic Church - Elgin, Texas

GRANTEE'S ADDRESS: 6225 E. US 290 Hwy, Austin, TX 78723

CONSIDERATION: TEN DOLLARS (\$10.00) cash and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor.

REAL PROPERTY

(INCLUDING ANY IMPROVEMENTS)

[THE "PROPERTY" HEREIN]:

That certain real property being more particularly described in **Exhibit "A"** attached hereto and incorporated herein.RESERVATIONS FROM CONVEYANCE & WARRANTY:

None.

EXCEPTIONS TO CONVEYANCE & WARRANTY:

Those matters permitted by the purchase and sale agreement between Grantor (as seller) and Grantee (as buyer) regarding the Property, but only to the extent those matters are applicable to the Property.

AD VALOREM TAXES:

Ad valorem taxes for the Property for the current year having been prorated between Grantor and Grantee, payment thereof is assumed by Grantee.

CONVEYANCE:

Grantor, for the consideration and subject to the Reservations From Conveyance and Warranty and Exceptions to Conveyance and Warranty set forth above, GRANTS, SELLS, and CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, TO HAVE AND HOLD it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations From Conveyance and Warranty and Exceptions to Conveyance and Warranty set forth above.

TERMS:

When the context requires, singular nouns and pronouns include the plural; and masculine forms include the feminine.

GRANTOR:

Barbara Ann Bailey Bogart, Trustee
Barbara Ann Bailey Bogart, Trustee of the
Barbara Ann Bailey Family Trust

NOTARY ACKNOWLEDGMENT

STATE OF TEXAS

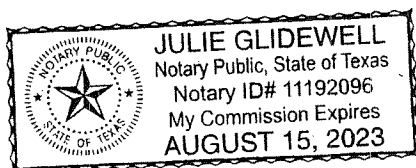
§

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on November 30, 2022, by Barbara Ann Bailey Bogart, Trustee of the Barbara Ann Bailey Family Trust.



[Signature]
Notary Public in and for the State of Texas

After Recording, Please Return to:

Austin Title Company

Two Barton Skyway

1601 South Mopac Expressway, Ste. C120

Austin, Texas 78746

Attention: Phillip Rense

GF# 1709922201003

Exhibit "A"

Being 5.502 acres of land, more or less, out of Lot Five (5), Division Fourteen (14), THE O'CONNOR SUBDIVISION, a subdivision in the City of Elgin, Bastrop County, Texas, according to the map or plat thereof recorded in Plat Cabinet #2, Page 318-B, Plat Records of Bastrop County, Texas, and recorded in the Official Records under Instrument #200401045 and more commonly referred to as 1206 North Avenue B, Elgin, Texas 78621; said 5.502 acre tract being more particularly described below; SAVE AND EXCEPT the 0.168 acre tract more particularly described below.

BEING a Parcel or Tract of land, lying and being situated in Bastrop County, Texas, a part of Lot 5, Division 14 of the Town of Elgin, Texas, and containing of Two Tracts in said Lot 5, and more particularly being a 9.960 acre South part of the 6.08 acre O'Connor Subdivision, Cabinet 2, Slide 318B of the Bastrop County Plat Records, and a 0.934 acre (1,500 square feet acre) of record in Volume 471, Page 605 of the Official Records of Bastrop County, and more fully described by metes and bounds as follows:

BEGINNING as a PLACE OF BEGINNING at a 3/4 inch iron pipe found in the south line of North Avenue C. and the N.W. Corner of a line of Joseph O'Connor, of record in Volume 141, page 255 of the Official Deed Records of Bastrop County, Texas, same being the N.E. Corner of Paul W. Curelon and wife Avin A. Curelon 2.600 acre tract (volume 245, page 105),

THENCE, S 79°50'35" W 100.00 feet along the west line of said O'Connor Lot, and along the East line of said Curelon tract of 2.830 acres, to a 1/2-inch iron rod found for the S. W. Corner of said O'Connor Lot,

THENCE, S 61°13'01" E 1.00 feet to a point in a fence line, and a 1/2 inch iron rod set, and said point and rod set being the N.W. Corner and PLACE OF BEGINNING of this in the South line of said O'Connor Lot, and North line of said O'Connor Subdivision,

THENCE, S 61°13'01" E 412.01 feet along the North line of said Subdivision, and the North line of this, to a 1/2-inch iron rod found in a fence line, and the S. E. Corner of a 15 foot wide, by 160 feet long Parcel or Tract of D.S. Diebel (volume 254, page 574), and the N.E. Corner of this, same being the N.E. Corner of said 0.024 acres,

THENCE, E 29°58'39" W 580.00 feet, at 100 feet pass the N.W. Corner of the west and of North Avenue D along the East line of said 0.034 acre (base the S.E. Corner at 60 feet) and along the West line of said North Avenue D and along the West line of the Calhoun Church Property in the Tangle Addition in said Town, and East line of said Subdivision, in a 1/2-inch iron rod found in the North boundary line of the Samuel Heights Addition, Section 4, at said Town, same being in the North line of Lot 15 of said Addition, and the S.E. Corner of said Subdivision, and the S.E. Corner of this,

THENCE, along the South line of said Subdivision, and the North line of said Samuel Heights Addition, and South line of this, the following courses:
N 59°51'02" W 365.82 feet to an iron pipe and angle point;
N 61°31'04" W 46.29 feet to a 1/2-inch iron rod found in the North line of Lot 14 of said Samuel Heights Addition, and the S.E. Corner of said 2.030 acres, as now fenced and used upon the ground, and the S.E. Corner of said Subdivision, and the S.W. Corner of this,

THENCE, along the fence West line of this, and fenced East line of said 2.63 acres, and along the East side of said Subdivision West line, N 10°14'13" E and N 29°20'36" E 179.31 feet to the PLACE OF BEGINNING and containing 5.502 acres of land.

Save and Except:

0.168 ACRE OF LAND COMPRISED OF A PORTION OF THE O'CONNOR SUBDIVISION IN THE CITY OF ELGIN, BASTROP COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT RECORDED IN CABINET 2, PAGE 318 B, PLAT RECORDS OF BASTROP COUNTY, SAME BEING A PORTION OF THAT TRACT CONVEYED AS 5.502 ACRES TO CHARLES LUNDGREN, TRUSTEE BY DEED RECORDED IN VOLUME 761, PAGE 489, OFFICIAL RECORDS OF BISTRO COUNTY AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SURVEYED UNDER THE SUBDIVISION OF C. RICHARD RALPH, REGISTERED PROFESSIONAL LAND SURVEYOR DURING FEBRUARY, 2003:

BEGINNING at an iron pipe found for the southwest corner hereof and of said O'Connor Subdivision, the common south corner of said Lundgren tract and that tract conveyed as 2.630 acres to Paul Cureton by deed recorded in Volume 245, Page 308, deed records of Bastrop County and a point on the north line of Lot 4, Sunset Heights, Section 4, a Subdivision of record in: Cabinet 1, Page 25 B of said Plat Records;

THENCE N 30°02'07" E, 50.00 feet over and across said O'Connor Subdivision along the west lien of said Lundgren tract to an iron rod set for the northwest corner hereof and the westernmost northwest corner of a 5.342 acre portion of said Lundgren tract surveyed this day;

THENCE S 60°11'51" E, 145.32 feet along the common line hereof and of said 5.342 acres to an iron rod set for the northeast corner hereof and an ell corner along the south line of said 5.342 acres;

THENCE S 29°36'45" W, 50.00 feet to an iron rod set for the southeast corner hereof, the easternmost southwest corner of said 5.342 acres and a point on the south line of said Lundgren tract, same being the common line of said O'Connor Subdivision and said Sunset Heights Section 4 and the common north corner of Lots 4 and 5 of said Sunset Heights Section 4;

THENCE N 60°23'15" W, 100.23 feet to an iron pipe found for the common north corner of said Lots 5 and 4, and N 59°46'42" W, 45.46 feet along the common line of said O'Connor Subdivision and said Sunset Heights Section 4 to the POINT OF BEGINNING, containing 0.168 acre of land, more or less.

EXHIBIT B – VACATED N AVENUE B RIGHT-OF-WAY

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.4120 ACRE (17,948 SQUARE FEET), BEING A PORTION OF NORTH AVENUE B (40' RIGHT-OF-WAY, PLATTED AS SAYERS STREET IN THE TINGLE ADDITION, A SUBDIVISION RECORDED IN VOLUME 73, PAGE 406-407 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS (D.R.B.C.T.)), AND BEING ALL THE APPARENT RIGHT-OF-WAY OF NORTH AVENUE B BETWEEN THE RECORD NORTH RIGHT-OF-WAY LINE OF NORTH AVENUE B AND THE SOUTH LINE OF BLOCK 7 OF SAID TINGLE ADDITION (AS INDICATED ON THE GROUND BY IMPROVEMENTS AND ADJOINING MONUMENTATION OF THE METES AND BOUNDS DESCRIPTIONS COMPRISING THE SOUTH LINE OF SAID BLOCK 7), SAID 0.4120 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



BEGINNING, at a calculated point in the southeast line of a called 5.502 acre tract conveyed to the Barbara Ann Bailey Family Trust in Document No. 202002105 of the Official Public Records of Bastrop County, Texas (O.P.R.B.C.T.), said tract being a portion of the O'Connor Subdivision, recorded in Vol. 2, Pg. 318B of the Plat Records of Bastrop County, Texas (P.R.B.C.T.), and being the southwest corner of Lot 1 of Rhonda Moore Subdivision, recorded in Volume 2, Page 245B (P.R.B.C.T.), and being the northwest terminus of said North Avenue B, for the northwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron pipe found bears, N62°04'13"E, a distance of 0.38 feet, and also from which, a 1/2-inch iron rod found in the southeast line of said Bailey Family Trust tract, and being the common west corner of Lots 1 and 2 of said Rhonda Moore Subdivision bears, N27°58'52"E, a distance of 85.64 feet;

THENCE, with the north right-of-way line of said North Avenue B and the south line of said Lot 1, **S62°04'13"E**, a distance of **174.96** feet to a calculated point for an interior ell-corner hereof, said point being at the intersection of the west right-of-way line of West 12th Street (57' right-of-way) with the north right-of-way line of said North Avenue B;

THENCE, with the west right-of-way line of said West 12th Street and the east line of said Lot 1, **N27°59'02"E**, a distance of **8.01** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an exterior ell-corner hereof, from which a 1/2-inch iron rod found in the west right-of-way line of said West 12th Street, and being the common east corner of Lots 1 and 2 of said Rhonda Moore Subdivision bears, N27°59'02"E, a distance of 77.42 feet;

THENCE, in part over and across said North Avenue B, in part with the north line of the said apparent right-of-way line of said North Avenue B, in part with the south line of a called 0.178 acre tract conveyed to John Frank Hebel et ux. in Volume 325, Page 606 (D.R.B.C.T.), and in part with the south line of a called 0.33 acre tract conveyed to the Most Reverend Gregory M. Aymond, Bishop of the Catholic Diocese of Austin, in Volume 1904, Page 747 (O.P.R.B.C.T.), **S62°04'13"E**, a distance of **226.48** feet to a calculated point for the northeast corner hereof, said point being at the intersection of the west right-of-way line of West 11th Street (60' right-of-way) with the north line of the apparent right-of-way of said North Avenue B, and being the southeast corner of said Reverend Aymond tract;

THENCE, with the west right-of-way line of said West 11th Street, over and across the apparent right-of-way of said North Avenue B and the platted right-of-way of said North Avenue B, **S28°23'52"W**, a distance of **48.22** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for the southeast corner hereof, said point being in the south right-of-way line of said North Avenue B, and being the north line of Block 14 of

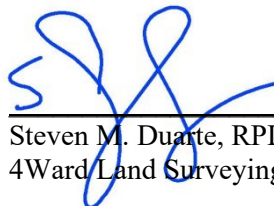
said Tingle Addition, conveyed to the Most Reverend C.E. Byrne, Bishop of the Catholic Diocese of Galveston of the County Galveston of the State of Texas, in Volume 116, Page 149 (D.R.B.C.T.);

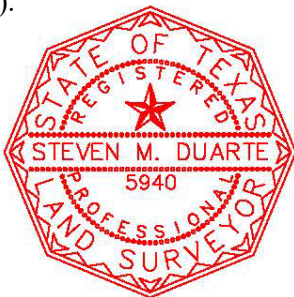
THENCE, with the south right-of-way line of said North Avenue B, in part with the north line of said Block 14, in part with the north line of a portion of the right-of-way of said West 12th Street conveyed to John McCarthy, Bishop, by quitclaim deed in Volume 419, Page 552 (D.R.B.C.T.), and in part with the north line of Block 15 of said Tingle Addition, conveyed to the Most Reverend Vincent M. Harris in Volume 372, Page 591 (D.R.B.C.T.), **N62°04'13"W**, a distance of **401.08** feet to a 1/2-inch iron pipe found for the southwest corner hereof, said point being the southwest terminus of said North Avenue B, and being in the southeast line of said Bailey Family Trust tract, and being the northeast corner of said Block 15, from which a 1/2-inch iron rod found in the southeast line of said Bailey Family Trust tract, and being the southwest corner of said Block 15, and being the northwest corner of a 20' alley conveyed to John McCarthy, Bishop, by quitclaim deed in Volume 419, Page 552 (D.R.B.C.T.) bears, **S27°58'52"W**, a distance of 169.82 feet;

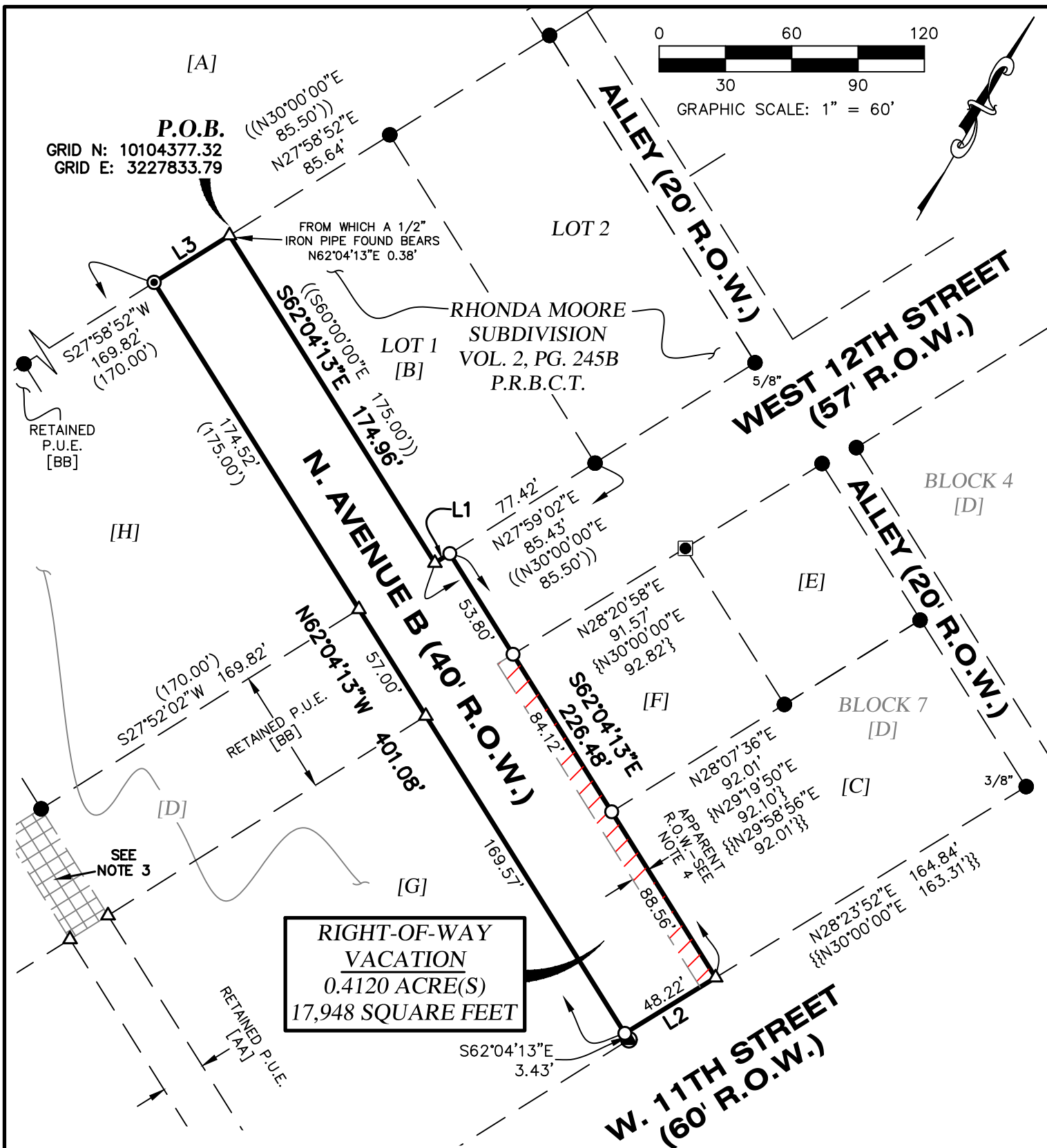
THENCE, with the southeast line of said Bailey Family Trust tract and the west terminus of said North Avenue B, **N27°58'52"E**, a distance of **40.21** feet to the **POINT OF BEGINNING**, and containing 0.4120 acre (17,948 square feet) of land, more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000082139344. See attached map (reference drawing: 01065_row.dwg).


4/6/22
Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC





PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	4/6/2022
Project:	01065
Scale:	1" = 60'
Reviewer:	SMD
Tech:	SMD
Field Crew:	TS/JC
Survey Date:	AUG. 2020
Sheet:	1 OF 3

[A]
CALLED 5.502 ACRES
(PORTION OF O'CONNOR SUBDIVISION
CAB. 2, SLD. 318B, P.R.B.C.T.)
BARBARA ANN BAILEY
FAMILY TRUST
DOC. NO. 202002105
O.P.R.B.C.T.

[B]
LOT 1
THE MOST REVEREND GREGORY M.
AYMOND, BISHOP OF THE CATHOLIC
DIOCESE OF AUSTIN, AND HIS
SUCCESSOR IN OFFICE
VOL. 1470, PG. 146
O.R.B.C.T.

[C]
CALLED 0.33 ACRE
THE MOST REVEREND GREGORY M.
AYMOND, BISHOP OF THE CATHOLIC
DIOCESE OF AUSTIN, AND HIS
SUCCESSOR IN OFFICE, FOR THE
BENEFIT OF SACRED HEART
CATHOLIC CHURCH—ELGIN, TX
VOL. 1904, PG. 747
O.P.R.B.C.T.

[D]
TINGLE ADDITION
VOL. 73, PGS. 406—407
D.R.B.C.T.

[E]
CALLED 6,117 SF
THE MOST REVEREND JOE S.
VASQUEZ, BISHOP OF THE CATHOLIC
DIOCESE OF AUSTIN, AND HIS
SUCCESSORS IN OFFICE, FOR THE
BENEFIT OF SACRED HEART
CATHOLIC CHURCH—ELGIN, TX
VOL. 2054, PG. 173
O.P.R.B.C.T.
(DESCRIBED IN VOL. 2041, PG. 186,
O.P.R.B.C.T.)

[F]
CALLED 0.178 ACRE
JOHN FRANK HEBEL ET UX
VOL. 325, PG. 606
D.R.B.C.T.

[G]
BLOCK 14
THE MOST REVEREND
C. E. BYRNE, BISHOP OF THE
CATHOLIC DIOCESE OF GALVESTON
OF THE COUNTY GALVESTON, STATE
OF TEXAS
VOL. 116, PG. 149
D.R.B.C.T.

[H]
BLOCK 15
THE MOST REVEREND
VINCENT M. HARRIS
VOL. 372, PG. 591
D.R.B.C.T.

[AA]
QUITCLAIM DEED TO VINCENT M.
HARRIS BISHOP
VOL. 333, PG. 651
D.R.B.C.T.

[BB]
QUITCLAIM DEED TO JOHN
MCCARTHY BISHOP
VOL. 419, PG. 552
D.R.B.C.T.

GENERAL NOTES:

- 1) SEE ATTACHED METES AND BOUNDS DESCRIPTION.
- 2) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000082139344.
- 3) THE CROSS HATCHED AREA IS NOT SPECIFICALLY REFERENCED IN THE QUITCLAIM DEEDS RECORDED IN VOL. 333, PG. 651, AND VOL. 419, PG. 552 (D.R.B.C.T.) AND IS OF UNCLEAR TITLE. THE QUITCLAIM DEEDS REFERENCE THE RIGHT-OF-WAYS BETWEEN BLOCKS 14 AND 15 (419/552) AND 16 AND 17 (333/651), AND THE ALLEYS BETWEEN BLOCKS 15 AND 16 (419/552) AND 14 AND 17 (333/651), BUT SAY NOTHING OF THE INTERSECTION AREA. THERE IS ALSO NO EVIDENCE OF A QUITCLAIM DEED FOR THE EXTENSION OF WEST 12TH STREET SOUTH OF BLOCKS 16 & 17.
- 4) PER PLAT, BLOCK 7 OF TINGLE ADDITION SHOWS THE NORTH-SOUTH LENGTH OF THE BLOCK TO BE 171', AND THE METES AND BOUNDS DESCRIPTIONS OF THE TRACTS THAT COMPRISE BLOCK 7 ADD UP TO A LENGTH OF +/-164'. BUILDING THE RIGHT-OF-WAY OF 40' FROM THE SOUTH RIGHT-OF-WAY OF N. AVENUE B AND EXTENDING THE SOUTH LINE OF LOT 1 OF THE RHONDA MOORE SUBDIVISION (PREVIOUSLY BLOCK 6 OF TINGLE ADDITION), THERE APPEARS TO BE A GAP OF +/- 7' FROM THE RECORD LINE DESCRIBED IN THE METES AND BOUNDS DESCRIPTIONS COMPRISING BLOCK 7. AT THE TIME OF SURVEY, THE GAP IN RECORD LINES APPEARS TO CONTAIN IMPROVED RIGHT-OF-WAY.

**0.4120 ACRE
RIGHT-OF-WAY
VACATION
City of Elgin, Bastrop
County, Texas**



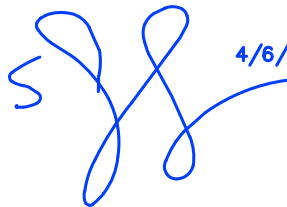
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	4/6/2022
Project:	01065
Scale:	1" = 60'
Reviewer:	SMD
Tech:	SMD
Field Crew:	TS/JC
Survey Date:	AUG. 2020
Sheet:	2 OF 3

LEGEND

	PROPERTY LINE	R.O.W.	RIGHT-OF-WAY
	EXISTING PROPERTY LINES	P.R.B.C.T.	PLAT RECORDS, BASTROP COUNTY, TEXAS
	EXISTING EASEMENTS	O.R.B.C.T.	OFFICIAL RECORDS, BASTROP COUNTY, TEXAS
	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET	O.P.R.B.C.T.	OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS
	1/2" IRON ROD FOUND (UNLESS NOTED)	D.R.B.C.T.	DEED RECORDS, BASTROP COUNTY, TEXAS
	1/2" IRON PIPE FOUND (UNLESS NOTED)	(.....)	RECORD INFORMATION PER PLAT VOL. 76 PG. 406
	CALCULATED POINT	{.....}	RECORD INFORMATION PER DEED VOL. 325, PG. 606
	MAG WITH "4WARD BOUNDARY" WASHER SET	((.....))	RECORD INFORMATION PER PLAT VOL. 2, PG. 245B
DOC. NO.	DOCUMENT NUMBER	{{.....}}	RECORD INFORMATION PER DEED VOL. 1904, PG. 747
P.O.B.	POINT OF BEGINNING		
BCAD	BASTROP COUNTY APPRAISAL DISTRICT		
VOL./PG.	VOLUME, PAGE		
CAB./SLD.	CABINET, SLIDE		

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N27°59'02"E	8.01'
L2	S28°23'52"W	48.22'
L3	N27°58'52"E	40.21'

 4/6/2022



0.4120 ACRE RIGHT-OF-WAY VACATION City of Elgin, Bastrop County, Texas



PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	4/6/2022
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Field Crew:	TS/JC
Survey Date:	AUG. 2020
Sheet:	3 OF 3

EXHIBIT C – VACATED 12TH STREET RIGHT-OF-WAY

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.0960 ACRE (4,182 SQUARE FEET), BEING A PORTION OF WEST 12TH STREET (57' RIGHT-OF-WAY, PLATTED AS WILLIAM AVENUE IN THE TINGLE ADDITION, A SUBDIVISION RECORDED IN VOLUME 73, PAGE 406-407 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS (D.R.B.C.T.)), SAID 0.0960 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



BEGINNING, at a 1/2-inch iron rod with "4Ward Boundary" cap set in the west right-of-way line of said West 12th Street, and being the east line of Lot 1 of Rhonda Moore Subdivision, recorded in Volume 2, Page 245B of the Plat Records of Bastrop County, Texas (P.R.B.C.T.), for the southwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with "4Ward Boundary" cap set at the intersection of the north right-of-way line of North Avenue B (40' right-of-way, platted as Sayers Street in said Tingle Addition) with the west right-of-way line of said West 12th Street, and being the southeast corner of said Lot 1 bears, S27°59'02"W, a distance of 8.01 feet;

THENCE, with the west right-of-way line of said West 12th Street and the east line of said Lot 1, **N27°59'02"E**, a distance of **77.42** feet to a 1/2-inch iron rod found for the northwest corner hereof, said point being at the common east corner of Lots 1 and 2 of said Rhonda Moore Subdivision;

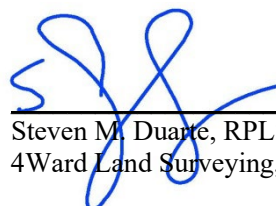
THENCE, leaving the west right-of-way line of said West 12th Street, over and across said West 12th Street, **S62°00'02"E**, a distance of **54.29** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for the northeast corner hereof, said point being in the east right-of-way line of said West 12th Street, and being in the west line of a called 0.178 acre tract conveyed to John Frank Hebel et ux. in Volume 325, Page 606 (D.R.B.C.T.), from which a 1/2-inch iron rod with "RPLS 1753" cap found in the east right-of-way line of said West 12th Street, and being the southwest corner of a called 6,117 square foot tract conveyed to the Most Reverend Joe S. Vasquez, Bishop of the Catholic Diocese of Austin, in Volume 2054, Page 173 ((O.P.R.B.C.T.)), said tract previously described in Volume 2041, Page 186 (O.P.R.B.C.T.)), and being the northwest corner of said Hebel Tract bears, N28°20'58"E, a distance of 14.22 feet;

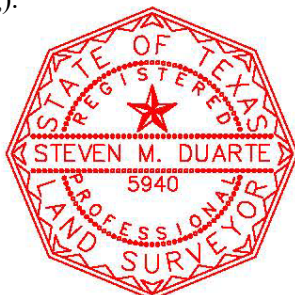
THENCE, with the east right-of-way line of said West 12th Street and the west line of said Hebel tract, **S28°20'58"W**, a distance of **77.35** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for the southeast corner hereof, said point being at the intersection of the apparent north right-of-way line of said North Avenue B with the east right-of-way line of said West 12th Street, and being the southwest corner of said Hebel tract;

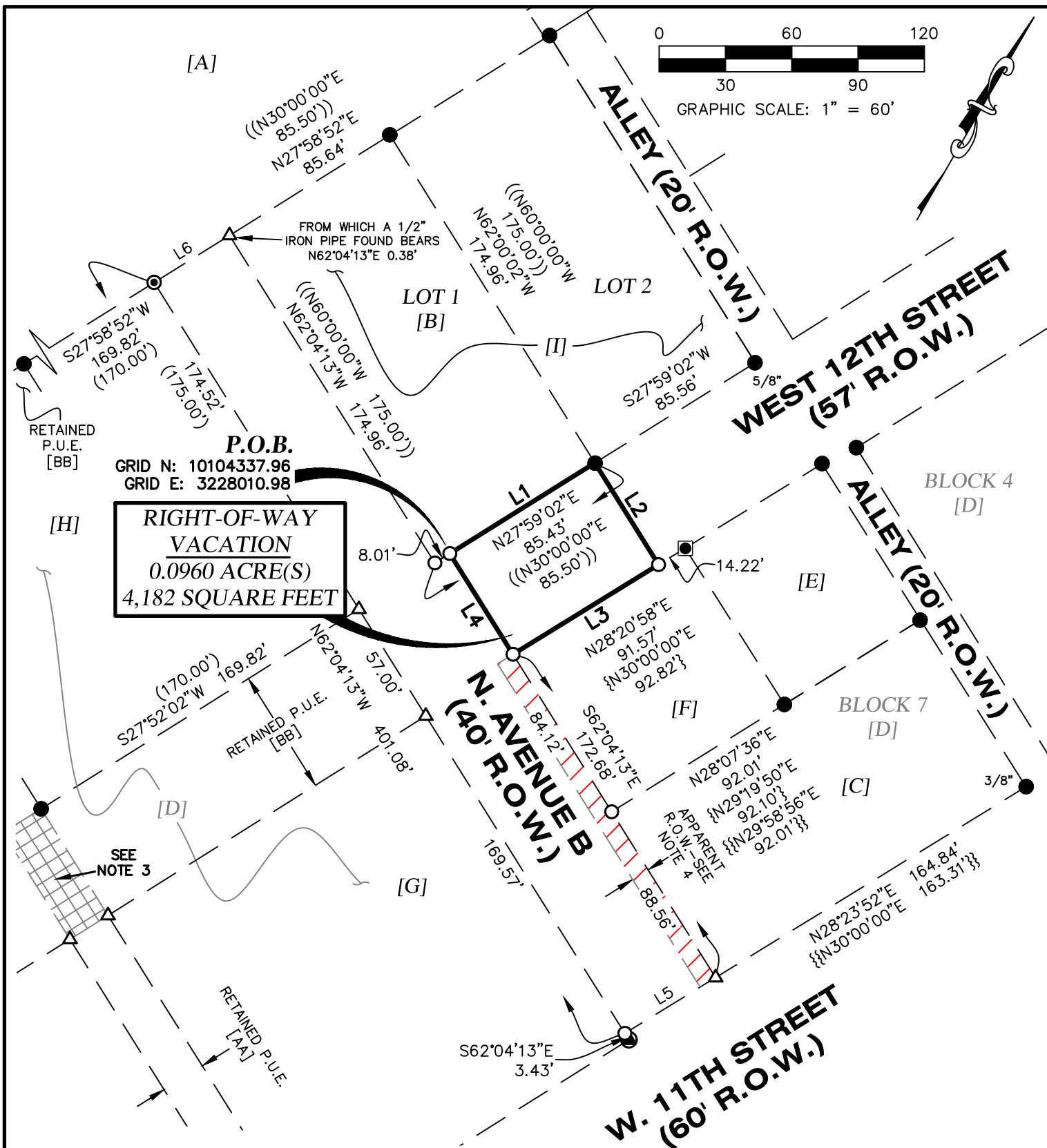
THENCE, leaving the intersection of the apparent north right-of-way line of said North Avenue B with the east right-of-way line of said West 12th Street, over and across said West 12th Street, **N62°04'13"W**, a distance of **53.80** feet to the **POINT OF BEGINNING**, and containing 0.0960 acre (4,182 square feet) of land, more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000082139344. See attached map (reference drawing: 01065_row 2.dwg).


7/21/22
Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC





**0.0960 ACRE
RIGHT-OF-WAY
VACATION
City of Elgin, Bastrop
County, Texas**



A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/21/2022
Project:	01065
Scale:	1" = 60'
Reviewer:	SMD
Tech:	SMD
Field Crew:	TS/JC
Survey Date:	AUG. 2020
Sheet:	1 OF 3

[A]
CALLED 5.502 ACRES
(PORTION OF O'CONNOR SUBDIVISION
CAB. 2, SLD. 318B, P.R.B.C.T.)
BARBARA ANN BAILEY
FAMILY TRUST
DOC. NO. 202002105
O.P.R.B.C.T.

[B]
LOT 1
THE MOST REVEREND GREGORY M.
AYMOND, BISHOP OF THE CATHOLIC
DIOCESE OF AUSTIN, AND HIS
SUCCESSOR IN OFFICE
VOL. 1470, PG. 146
O.R.B.C.T.

[C]
CALLED 0.33 ACRE
THE MOST REVEREND GREGORY M.
AYMOND, BISHOP OF THE CATHOLIC
DIOCESE OF AUSTIN, AND HIS
SUCCESSOR IN OFFICE, FOR THE
BENEFIT OF SACRED HEART
CATHOLIC CHURCH—ELGIN, TX
VOL. 1904, PG. 747
O.P.R.B.C.T.

[D]
TINGLE ADDITION
VOL. 73, PGS. 406—407
D.R.B.C.T.

[E]
CALLED 6,117 SF
THE MOST REVEREND JOE S.
VASQUEZ, BISHOP OF THE CATHOLIC
DIOCESE OF AUSTIN, AND HIS
SUCCESSORS IN OFFICE, FOR THE
BENEFIT OF SACRED HEART
CATHOLIC CHURCH—ELGIN, TX
VOL. 2054, PG. 173
O.P.R.B.C.T.
(DESCRIBED IN VOL. 2041, PG. 186,
O.P.R.B.C.T.)

[F]
CALLED 0.178 ACRE
JOHN FRANK HEBEL ET UX
VOL. 325, PG. 606
D.R.B.C.T.

[G]
BLOCK 14
THE MOST REVEREND
C. E. BYRNE, BISHOP OF THE
CATHOLIC DIOCESE OF GALVESTON
OF THE COUNTY GALVESTON, STATE
OF TEXAS
VOL. 116, PG. 149
D.R.B.C.T.

[H]
BLOCK 15
THE MOST REVEREND
VINCENT M. HARRIS
VOL. 372, PG. 591
D.R.B.C.T.

[I]
RHONDA MOORE
SUBDIVISION
VOL. 2, PG. 245B
P.R.B.C.T.

[AA]
QUITCLAIM DEED TO VINCENT M.
HARRIS BISHOP
VOL. 333, PG. 651
D.R.B.C.T.

[BB]
QUITCLAIM DEED TO JOHN
MCCARTHY BISHOP
VOL. 419, PG. 552
D.R.B.C.T.

GENERAL NOTES:

- 1) SEE ATTACHED METES AND BOUNDS DESCRIPTION.
- 2) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000082139344.
- 3) THE CROSS HATCHED AREA IS NOT SPECIFICALLY REFERENCED IN THE QUITCLAIM DEEDS RECORDED IN VOL. 333, PG. 651, AND VOL. 419, PG. 552 (D.R.B.C.T.) AND IS OF UNCLEAR TITLE. THE QUITCLAIM DEEDS REFERENCE THE RIGHT-OF-WAYS BETWEEN BLOCKS 14 AND 15 (419/552) AND 16 AND 17 (333/651), AND THE ALLEYS BETWEEN BLOCKS 15 AND 16 (419/552) AND 14 AND 17 (333/651), BUT SAY NOTHING OF THE INTERSECTION AREA. THERE IS ALSO NO EVIDENCE OF A QUITCLAIM DEED FOR THE EXTENSION OF WEST 12TH STREET SOUTH OF BLOCKS 16 & 17.
- 4) PER PLAT, BLOCK 7 OF TINGLE ADDITION SHOWS THE NORTH-SOUTH LENGTH OF THE BLOCK TO BE 171', AND THE METES AND BOUNDS DESCRIPTIONS OF THE TRACTS THAT COMPRISE BLOCK 7 ADD UP TO A LENGTH OF +/-164'. BUILDING THE RIGHT-OF-WAY OF 40' FROM THE SOUTH RIGHT-OF-WAY OF N. AVENUE B AND EXTENDING THE SOUTH LINE OF LOT 1 OF THE RHONDA MOORE SUBDIVISION (PREVIOUSLY BLOCK 6 OF TINGLE ADDITION), THERE APPEARS TO BE A GAP OF +/- 7' FROM THE RECORD LINE DESCRIBED IN THE METES AND BOUNDS DESCRIPTIONS COMPRISING BLOCK 7. AT THE TIME OF SURVEY, THE GAP IN RECORD LINES APPEARS TO CONTAIN IMPROVED RIGHT-OF-WAY.

**0.0960 ACRE
RIGHT-OF-WAY
VACATION
City of Elgin, Bastrop
County, Texas**



PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/21/2022
Project:	01065
Scale:	1" = 60'
Reviewer:	SMD
Tech:	SMD
Field Crew:	TS/JC
Survey Date:	AUG. 2020
Sheet:	2 OF 3

LEGEND

	PROPERTY LINE	CAB./SLD.	CABINET, SLIDE
	EXISTING PROPERTY LINES	R.O.W.	RIGHT-OF-WAY
	EXISTING EASEMENTS	P.R.B.C.T.	PLAT RECORDS, BASTROP COUNTY, TEXAS
	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET	O.R.B.C.T.	OFFICIAL RECORDS, BASTROP COUNTY, TEXAS
	1/2" IRON ROD FOUND (UNLESS NOTED)	O.P.R.B.C.T.	OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS
	1/2" IRON PIPE FOUND (UNLESS NOTED)	D.R.B.C.T.	DEED RECORDS, BASTROP COUNTY, TEXAS
	1/2" IRON ROD W/"RPLS 1753" PLASTIC CAP FOUND	(.....)	RECORD INFORMATION PER PLAT VOL. 76 PG. 406
	CALCULATED POINT	{.....}	RECORD INFORMATION PER DEED VOL. 325, PG. 606
	MAG WITH "4WARD BOUNDARY" WASHER SET	((.....))	RECORD INFORMATION PER PLAT VOL. 2, PG. 245B
DOC. NO.	DOCUMENT NUMBER	{{.....}}	RECORD INFORMATION PER DEED VOL. 1904, PG. 747
P.O.B.	POINT OF BEGINNING		
BCAD	BASTROP COUNTY APPRAISAL DISTRICT		
VOL./PG.	VOLUME, PAGE		

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N27°59'02"E	77.42'
L2	S62°00'02"E	54.29'
L3	S28°20'58"W	77.35'
L4	N62°04'13"W	53.80'
L5	N28°23'52"E	48.22'
L6	N27°58'52"E	40.21'

 7/19/2022



**0.0960 ACRE
RIGHT-OF-WAY
VACATION
City of Elgin, Bastrop
County, Texas**



PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/21/2022
Project:	01065
Scale:	1" = 60'
Reviewer:	SMD
Tech:	SMD
Field Crew:	TS/JC
Survey Date:	AUG. 2020
Sheet:	3 OF 3

EXHIBIT D – DEVELOPMENT PLAN AREA

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 10.3635 ACRE (451,435 SQUARE FEET), BEING ALL OF A CALLED 0.178 ACRE TRACT CONVEYED TO JOHN FRANK HEBEL ET UX. IN VOLUME 325, PAGE 606 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS (D.R.B.C.T.), ALL OF A CALLED 6,117 SQUARE FOOT TRACT CONVEYED TO THE MOST REVEREND JOE S. VASQUEZ, BISHOP OF THE CATHOLIC DIOCESE OF AUSTIN, IN VOLUME 2054, PAGE 173 ((O.P.R.B.C.T.), SAID TRACT DESCRIBED BY METES AND BOUNDS IN VOLUME 2041, PAGE 186 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS (O.P.R.B.C.T.)), ALL OF A CALLED 0.33 ACRE TRACT CONVEYED TO THE MOST REVEREND GREGORY M. AYMOND, BISHOP OF THE CATHOLIC DIOCESE OF AUSTIN, IN VOLUME 1904, PAGE 747 (O.P.R.B.C.T.), ALL OF LOT 1 OF THE RHONDA MOORE SUBDIVISION, RECORDED IN VOLUME 2, PAGE 245B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS (P.R.B.C.T.), SAID LOT 1 CONVEYED TO THE MOST REVEREND GREGORY M. AYMOND, BISHOP OF THE CATHOLIC DIOCESE OF AUSTIN, IN VOLUME 1470, PAGE 146 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS (O.R.B.C.T.), ALL OF BLOCKS 14 AND 17 OF TINGLE ADDITION, A SUBDIVISION RECORDED IN VOLUME 73, PAGE 406-407 (D.R.B.C.T.), BOTH CONVEYED TO THE MOST REVEREND C. E. BYRNE, BISHOP OF THE CATHOLIC DIOCESE OF GALVESTON OF THE COUNTY OF GALVESTON, IN VOLUME 116, PAGE 149 (D.R.B.C.T.), ALL OF BLOCK 15 OF SAID TINGLE ADDITION, BOTH CONVEYED TO THE MOST REVEREND VINCENT M. HARRIS IN VOLUME 372, PAGE 591 (D.R.B.C.T.), ALL OF A CALLED 0.754 ACRE TRACT CONVEYED TO THE MOST REVEREND VINCENT M. HARRIS, BISHOP OF AUSTIN, IN VOLUME 328, PAGE 232 (D.R.B.C.T.), SAID TRACT INCLUDING A 20' ALLEY SOUTH OF BLOCK 16 OF SAID TINGLE ADDITION, ALL OF A TRACT OF LAND (NO LEGAL DESCRIPTION OR DEED REFERENCE WAS FOUND) SOUTH OF BLOCK 17 OF SAID TINGLE ADDITION, ALL OF THE 20' ALLEY BETWEEN BLOCKS 15 AND 16 OF SAID TINGLE ADDITION, CONVEYED TO JOHN MCCARTHY, BISHOP, IN VOLUME 419, PAGE 552 (D.R.B.C.T.), ALL OF THE 20' ALLEY BETWEEN BLOCKS 14 AND 17 OF SAID TINGLE ADDITION, CONVEYED TO VINCENT M. HARRIS, BISHOP, IN VOLUME 333, PAGE 651 (D.R.B.C.T.), A PORTION OF THE RIGHT-OF-WAY OF WEST 12TH STREET (57' RIGHT-OF-WAY), A PORTION OF WHICH RIGHT-OF-WAY WAS CONVEYED TO VINCENT M. HARRIS, BISHOP, IN VOLUME 333, PAGE 651 (D.R.B.C.T.), AND TO JOHN MCCARTHY, BISHOP, IN VOLUME 419, PAGE 552 (D.R.B.C.T.), A PORTION OF THE RIGHT-OF-WAY OF SAID WEST 12TH STREET BETWEEN THE RIGHT-OF-WAY TRACTS DESCRIBED IN VOLUME 333, PAGE 651 (D.R.B.C.T.) AND IN VOLUME 419, PAGE 552 (D.R.B.C.T.) THAT WAS NOT SPECIFICALLY VACATED, A PORTION OF THE RIGHT-OF-WAY OF WEST 12TH STREET SOUTH OF THE RIGHT-OF-WAY TRACT DESCRIBED IN VOLUME 333, PAGE 651 (D.R.B.C.T.) THAT WAS NOT SPECIFICALLY VACATED, A PORTION OF NORTH AVENUE B (40' RIGHT-OF-WAY), AND ALL THE APPARENT RIGHT-OF-WAY OF NORTH AVENUE B BETWEEN THE RECORD NORTH RIGHT-OF-WAY LINE OF NORTH AVENUE B AND THE SOUTH



TBPLS Firm #10174300

PO Box 90876

Austin, TX 78709

512.537.2384

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LINE OF BLOCK 7 OF SAID TINGLE ADDITION (AS INDICATED ON THE GROUND BY IMPROVEMENTS AND ADJOINING MONUMENTATION OF THE METES AND BOUNDS DESCRIPTIONS COMPRISING THE SOUTH LINE OF SAID BLOCK 7), AND BEING THE REMAINDER OF A CALLED 5.502 ACRE TRACT CONVEYED TO THE BARBARA ANN BAILEY FAMILY TRUST IN DOCUMENT NO. 202002105 (O.P.R.B.C.T.), SAID TRACT ALSO DESCRIBED AS A PORTION OF O'CONNOR SUBDIVISION, RECORDED IN CABINET 2, SLIDE 318B (P.R.B.C.T.), SAID 10.3635 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod found in the southeast line of said Barbara Ann Bailey Family Trust tract, and being the common west corner of Lots 1 and 2 of said Rhonda Moore Subdivision, for an interior ell-corner and **POINT OF BEGINNING** hereof;

THENCE, in part with the common line of said Lots 1 and 2, and in part over and across said West 12th Street, **S62°00'02"E**, passing at a distance of 174.96 feet, a 1/2-inch iron rod found in the west right-of-way line of said West 12th Street, and being the common east corner of said Lots 1 and 2, and continuing for a total distance of **229.25** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an interior ell-corner hereof, said point being in the east right-of-way line of said West 12th Street, and being the west line of said Hebel tract, from which a 1/2-inch iron rod with "4Ward Boundary" cap set at the intersection of the apparent north right-of-way line of said North Avenue B with the east right-of-way line of said West 12th Street, and being the southwest corner of said Hebel tract bears, **S28°20'58"W**, a distance of 77.35 feet;

THENCE, with the east right-of-way line of said West 12th Street, in part with the west line of said Hebel tract, and in part with the west line of said 6,117 square foot Reverend Vasquez tract, **N28°20'58"E**, passing at a distance of 14.22 feet, a 1/2-inch iron rod with "RPLS 1753" cap found at the common west corner of said 6,117 square foot Reverend Vasquez tract and said Hebel tract, and continuing for a total distance of **86.89** feet to a 1/2-inch iron rod found for an exterior ell-corner hereof, said point being at the intersection of the southwest right-of-way line of said 20' alley with the southeast right-of-way line of said West 12th Street, and being the north corner of said 6,117 square foot Reverend Vasquez tract;

THENCE, with the southwest right-of-way line of said 20' alley, in part with the northeast line of said 6,117 square foot Reverend Vasquez tract, and in part with the northeast line of said 0.33 acre Reverend Aymond tract, **S62°15'57"E**, passing at a distance of 83.49 feet, a 1/2-inch iron rod found at the common north corner of said 6,117 square foot Reverend Vasquez tract and said 0.33 acre Reverend Aymond tract, and continuing for a total distance of **172.83** feet to a 3/8-inch iron rod found for the northeast corner hereof, said point being at the intersection of the northwest right-of-way line of West 11th Street (60' right-of-way) with the southwest right-of-way line of said 20' alley, and being the northeast corner of said 0.33 acre Reverend Aymond tract;

THENCE, with the northwest right-of-way line of said West 11th Street, in part with the southeast line of said 0.33 Reverend Aymond tract, and in part over and across said North Avenue B, **S28°23'52"W**, a distance of **213.06** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an interior ell-corner hereof, said point being in the southwest right-of-way line of said North Avenue B, and being in the northeast line of said Block 14;

THENCE, with the southwest right-of-way line of said North Avenue B and the northeast line of said Block 14, **S62°04'13"E**, a distance of **3.43** feet to a mag nail with "4Ward" washer set for an exterior ell-corner hereof, said point being at the intersection of the southwest right-of-way line of said North Avenue B with the northwest right-of-way line of said West 11th Street, and being the east corner of said Block 14;

THENCE, with the northwest right-of-way line of said West 11th Street, in part with the southeast line of said Block 14, in part with the southeast terminus of said 20' alley between Block 14 and 17 (Harris Quitclaim), in part with the southeast and southwest lines of said Block 17, and in part with the southeast terminus of said tract of land (no legal) south of Block 17, the following three (3) courses and distances:

- 1) **S27°52'02"W**, a distance of **356.98** feet to a mag nail with "4Ward" washer set for an exterior ell-corner hereof,
- 2) **N62°04'13"W**, a distance of **4.05** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, from which a 1/2-inch iron pipe found bears, N78°48'32"E, a distance of 3.42 feet, and
- 3) **S28°17'34"W**, a distance of **21.07** feet to a bolt found for the south corner hereof, said point being at the east corner of a called 0.433 acre tract conveyed to the Most Reverend Joe S. Vasquez, Bishop of the Catholic Diocese of Austin, in Volume 2011, Page 193 (O.P.R.B.C.T.), from which a 1/2-inch iron pipe found in the northwest right-of-way line of said West 11th Street, and being at the east corner of a called 12,240 square foot tract conveyed to Ruben Gonzales in Volume 1370, Page 264 of the Official Records of Bastrop County, Texas (O.R.B.C.T.), and being the south corner of said 0.433 acre Reverend Vasquez tract bears, S28°17'34"W, a distance of 111.64 feet;

THENCE, leaving the northwest right-of-way line of said West 11th Street, with the northeast line of said Vasquez tract, and with the southwest line of said tract of land (no legal) south of Block 17, **N62°09'21"W**, a distance of **168.98** feet to a concrete monument stamped "Elgin" found for an angle point hereof, said point being at the east corner of Lot 10 of Sunset Heights Section 4, recorded in Volume 1, Page 25B (P.R.B.C.T.), and being at the south corner of the terminus of said West 12th Street, and being the north corner of said Vasquez tract;

THENCE, with the northeast line of said Sunset Hills Section 4, in part with the southwest terminus of said West 12th Street, and in part with the southwest line of said 0.754 acre Reverend Harris tract, the following three (3) courses and distances:

- 1) **N60°27'48"W**, a distance of **49.37** feet to a calculated point for an angle point hereof,
- 2) **N62°59'48"W**, a distance of **149.63** feet to a 5/8-inch iron rod found for an angle point hereof, and
- 3) **N62°26'24"W**, a distance of **33.13** feet to a 1/2-inch iron rod found for the southwest corner hereof, said point being the south corner of said Barbara Ann Bailey Family Trust tract and said O'Connor Subdivision, and being the west corner of said 0.754 acre Reverend Harris tract, from which a disturbed 1/2-inch iron pipe found bears, N05°06'08"E, a distance of 0.28 feet;

THENCE, with the northeast line of said Sunset Heights Section 4, and with the southwest line of said Barbara Ann Bailey Family Trust tract and said O'Connor Subdivision, **N62°04'34"W**, a distance of **266.79** feet to a 1/2-inch iron rod with "CR Ralph 4758" cap found for an exterior ell-corner hereof, said point being at the north corner of Lot 6 of said Sunset Heights Section 4, and being the south corner of a called 0.115 acre tract conveyed to Rex Pape in Document No. 202107955 (O.P.R.B.C.T.);

THENCE, leaving the southeast line of said Barbara Ann Bailey Family Trust tract and said O'Connor Subdivision, in part with the southeast and northeast lines of said Pape tract, and in part with the northeast line of a called 0.052 acre tract (described as Tract 2) conveyed to Steven Twidwell et Ux. in Document No. 201511635 (O.P.R.B.C.T.), the following two (2) courses and distances:

- 1) **N27°56'22"E**, a distance of **50.16** feet to a 1/2-inch iron rod with an illegible cap found for an interior ell-corner hereof, and
- 2) **N61°53'28"W**, a distance of **145.49** feet to a 1/2-inch iron rod with "CR Ralph 4758" cap found for an exterior ell-corner hereof, said point being in the southeast line of a tract owned by Avis Karen Borchert Cureton (per BCAD) and described as a called in 2.630 acre tract in Volume 245, Page 308 of the Deed Records of Bastrop County, Texas (D.R.B.C.T.), and being in the northwest line of said Barbara Ann Bailey Family Trust tract and said O'Connor Subdivision, and being the north corner of said Twidwell Tract 2;

THENCE, with the common line of said Cureton tract, said Barbara Ann Bailey Family Trust tract and said O'Connor Subdivision, the following two (2) courses and distances:

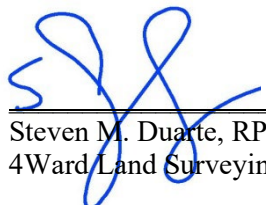
- 1) **N28°20'41"E**, a distance of **350.12** feet to a 1/2-inch iron rod found for an angle point hereof, and
- 2) **N27°23'34"E**, a distance of **179.10** feet to a 1/2-inch iron rod found for the north corner hereof, said point being in the southeast line of said Cureton tract, and being the west corner of Lot 1 of Huff-Nuckles Subdivision, recorded in Cabinet 5, Slide 185B (P.R.B.C.T.), and being at the north corner of said Barbara Ann Bailey Family Trust tract and said O'Connor Subdivision, from which a 1/2-inch iron rod found bears, **S43°41'12"W**, a distance of 0.80 feet;

THENCE, with the northeast line of said Barbara Ann Bailey Family Trust tract, in part with the northeast line of said O'Connor Subdivision, in part with the southwest line of said Huff-Nuckles Subdivision, in part with the southeast line of a called 0.345 acre tract conveyed to Noreen Kaye Ozment in Volume 2144, Page 73 (O.P.R.B.C.T.), said tract previously described in Volume 814, Page 494 of the Official Records of Bastrop County, Texas (O.R.B.C.T.), in part with the southeast line of a called 0.384 acre tract conveyed to James Larry Foehner et Ux. in Volume 499, Page 158 (O.R.B.C.T.), in part with the southeast line of a called 0.025 acre tract conveyed to Rebecca and James M. Danford in Document No. 202010262 (O.P.B.B.C.T.), said tract previously described in Volume 471, Page 617 (D.R.B.C.T.), in part with the southeast line of a tract conveyed (as Tract 2) to Rebecca and James M. Danford in Document No. 202010262 (O.P.R.B.C.T.), said tract previously described as all of a tract described in Volume 254, Page 524 (D.R.B.C.T.), save and except a called 0.034 acre tract described in Volume 471, Page 622 (D.R.B.C.T.), and in part with the northeast line of said called 0.034 acre tract described in Volume 471, Page 622 (D.R.B.C.T.), **S63°15'47"E**, a distance of **412.03** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an exterior ell-corner hereof, said point being in the northwest line of Lot 2 of said Rhonda Moore Subdivision, and being the southeast corner of said Danford remainder tract, and being the northeast corner of said called 0.034 acre tract described in Volume 471, Page 622 (D.R.B.C.T.), from which a 1/2-inch iron rod found at the southwest terminus of a 20' alley, and being in the southeast line of said Danford remainder tract, and being the north corner of said Lot 2 bears, **N27°58'52"E**, a distance of 2.18 feet;

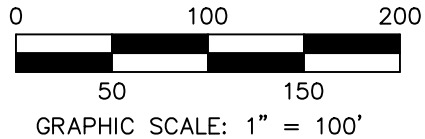
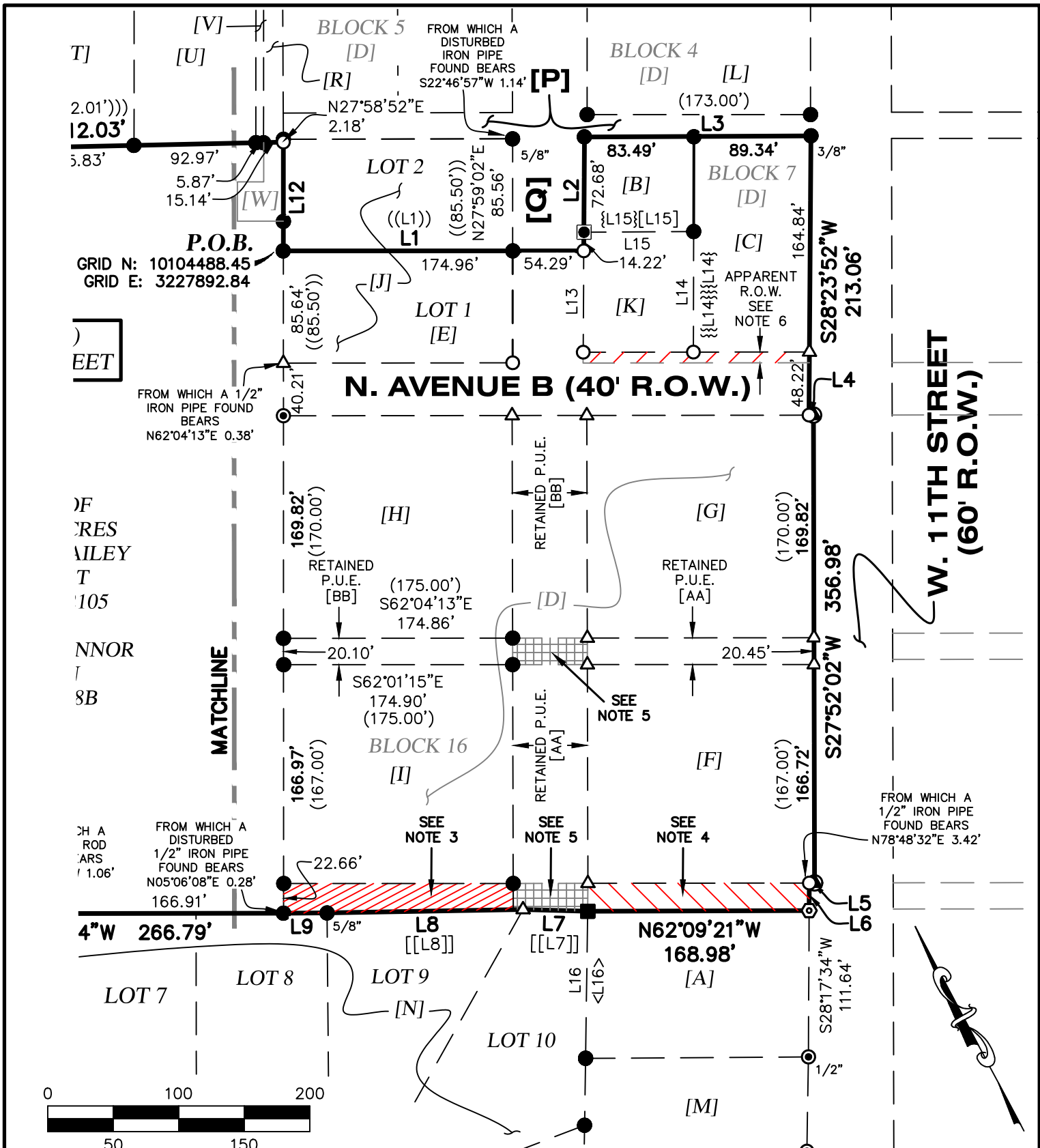
THENCE, with the common line of Lot 2 of said Rhonda Moore Subdivision and said Barbara Ann Bailey Family Trust tract, and in part with the southeast line of said O'Connor Subdivision, **S27°58'52"W**, a distance of **82.96** feet to the **POINT OF BEGINNING**, and containing 10.3635 acres (451,435 square feet) of land, more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000082139344. See attached map (reference drawing: 01065_overall exhibit-rev2.dwg).


 1/10/23
 Steven M. Duarte, RPLS #5940
 4Ward Land Surveying, LLC





10.3635 ACRES
City of Elgin, Bastrop
County, Texas

4WARD
 Land Surveying
 A Limited Liability Company

PO Box 90876, Austin Texas 78709
 WWW.4WARDLS.COM (512) 537-2384
 TBPELS FIRM #10174300

Date:	1/10/2023
Project:	01065
Scale:	1" = 100'
Reviewer:	SMD
Tech:	SMD
Field Crew:	TS/JC
Survey Date:	AUG. 2020
Sheet:	1 OF 5

LOT 5, DIVISION 14
CITY OF ELGIN
CAB. 1 SLD. 100B
P.R.B.C.T.

FROM WHICH A
1/2" IRON ROD
FOUND BEARS
S43°41'12"W 0.80'

((N29°20'36"E
179.31'))
N27°23'34"E
179.10'

[O]

((N30°14'13"W 400.22'))
N28°20'41"E 400.09'

N28°20'41"E 350.12'

"C.R.
RALPH
4758"

((L11))

"BTS"

[Y]

[X]

[Z]

10.3635 ACRE(S)
451,435 SQUARE FEET

REMAINDER OF
CALLED 5.502 ACRES
BARBARA ANN BAILEY
FAMILY TRUST
DOC. NO. 202002105
O.P.R.B.C.T.
(PORTION OF O'CONNOR
SUBDIVISION
CAB. 2, SLD. 318B
P.R.B.C.T.)

ILLEGIBLE
"C.R.
RALPH
4758"

FROM WHICH A
1/2" IRON ROD
FOUND BEARS
S27°53'58"W 1.06'

FROM WHICH A
DISTURBED
1/2" IRON PIPE
FOUND BEARS
N05°06'08"E 0.28'

N62°04'34"W 266.79'

LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

LOT 9

LOT 1

LOT 2

[T]

[U]

BLOCK 5

[D]

N27°58'52"E

2.18'

LOT 2

((L1))

L1

P.O.B.

GRID N: 10104488.45
GRID E: 3227892.84

5.87'
15.14'

92.97'

85.83'

102.85'

109.36'

412.03'

S63°15'47"E

(((S61°13'01"E 412.01')))

[S]

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[A]
CALLED 0.433 ACRE
THE MOST REVEREND JOE S. VASQUEZ,
BISHOP OF THE CATHOLIC DIOCESE OF
AUSTIN, AND HIS SUCCESSORS IN OFFICE,
FOR THE BENEFIT OF SACRED HEART
CATHOLIC CHURCH—ELGIN, TX
VOL. 2011, PG. 193
O.P.R.B.C.T.

[B]
CALLED 6.117 SF
THE MOST REVEREND JOE S. VASQUEZ,
BISHOP OF THE CATHOLIC DIOCESE OF
AUSTIN, AND HIS SUCCESSORS IN OFFICE,
FOR THE BENEFIT OF SACRED HEART
CATHOLIC CHURCH—ELGIN, TX
VOL. 2054, PG. 173
O.P.R.B.C.T.
(DESCRIBED IN VOL. 2041, PG. 186,
O.P.R.B.C.T.)

[C]
CALLED 0.33 ACRE
THE MOST REVEREND GREGORY M.
AYMOND, BISHOP OF THE CATHOLIC
DIOCESE OF AUSTIN, AND HIS SUCCESSOR
IN OFFICE, FOR THE BENEFIT OF SACRED
HEART CATHOLIC CHURCH—ELGIN, TX
VOL. 1904, PG. 747
O.P.R.B.C.T.

[D]
TINGLE ADDITION
VOL. 73, PGS. 406—407
D.R.B.C.T.

[E]
LOT 1
THE MOST REVEREND GREGORY M.
AYMOND, BISHOP OF THE CATHOLIC
DIOCESE OF AUSTIN, AND HIS SUCCESSOR
IN OFFICE
VOL. 1470, PG. 146
O.R.B.C.T.

[F]
BLOCK 17
THE MOST REVEREND
C. E. BYRNE, BISHOP OF THE CATHOLIC
DIOCESE OF GALVESTON OF THE COUNTY
GALVESTON, STATE OF TEXAS
VOL. 116, PG. 149
D.R.B.C.T.

[G]
BLOCK 14
THE MOST REVEREND
C. E. BYRNE, BISHOP OF THE CATHOLIC
DIOCESE OF GALVESTON OF THE COUNTY
GALVESTON, STATE OF TEXAS
VOL. 116, PG. 149
D.R.B.C.T.

[H]
BLOCK 15
THE MOST REVEREND
VINCENT M. HARRIS
VOL. 372, PG. 591
D.R.B.C.T.

[I]
CALLED 0.754 ACRE
THE MOST REVEREND VINCENT M. HARRIS,
BISHOP OF AUSTIN, AND TO HIS
SUCCESSORS IN THE OFFICE,
VOL. 328, PG. 232
D.R.B.C.T.

[J]
RHONDA MOORE
SUBDIVISION
VOL. 2, PG. 245B
P.R.B.C.T.

[K]
CALLED 0.178 ACRE
JOHN FRANK HEBEL ET UX
VOL. 325, PG. 606
D.R.B.C.T.

[L]
CALLED 0.65 ACRE
JOHN C. SUTTON ET UX
VOL. 608, PG. 148
O.R.B.C.T.

[M]
CALLED 12,240 S.F.
RUBEN GONZALES
VOL. 1370, PG. 264
O.R.B.C.T.

[N]
SUNSET HEIGHTS
SECTION 4
VOL. 1, PG. 25B
P.R.B.C.T.

[O]
AVIS KAREN BORCHERT CURETON
(PER BCAD)
(DESCRIBED AS
CALLED 2.630 ACRES
VOL. 245, PG. 308
D.R.B.C.T.)

[P]
**ALLEY
(20' R.O.W.)**

[Q]
**WEST 12TH STREET
(57' R.O.W.)**

[R]
REBECCA & JAMES M. DANFORD
(TRACT 2)
DOC. NO. 202010262
O.P.R.B.C.T.
(REMAINDER OF SECOND TRACT—VOL.
254, PG. 534
D.R.B.C.T./DESCRIBED ON
O'CONNOR SUBDIVISION PLAT)

[S]
HUFF—NUCKLES SUBDIVISION
CAB. 5, SLD. 185B
P.R.B.C.T.

[T]
CALLED 0.345 ACRE
NOREEN KAYE OZMENT
VOL. 2144, PG. 73
O.P.R.B.C.T.
(DESCRIBED IN
VOL. 814, PG. 494
O.R.B.C.T.)

[U]
CALLED 0.384 ACRE
JAMES LARRY FOEHNER ET UX
VOL. 499, PG. 158
O.R.B.C.T.

[V]
REBECCA & JAMES M. DANFORD
(TRACT 3)
DOC. NO. 202010262
O.P.R.B.C.T.
(DESCRIBED AS A CALLED
0.025 ACRE
IN VOL. 471, PG. 617
D.R.B.C.T.)

[W]
CALLED 0.034 ACRE
REBECCA L. & JAMES M.
DANFORD
(TRACT 2—SAVE & EXCEPT)
DOC. NO. 202010262
O.P.R.B.C.T.
(DESCRIBED IN
VOL. 471, PG. 622
D.R.B.C.T.)

[X]
CALLED 0.168 ACRE (SAVE AND
EXCEPT)
BARBARA ANN BAILEY FAMILY
TRUST
DOC. NO. 202002105,
O.P.R.B.C.T.
(PORTION OF O'CONNOR
SUBDIVISION
CAB. 2, SLD. 318B, P.R.B.C.T.)

[Y]
CALLED 0.052 ACRE
(TRACT 2)
STEVEN TWIDWELL ET UX
DOC. NO. 201511635
O.P.R.B.C.T.

[Z]
CALLED 0.115 ACRE
REX PAPE
DOC. NO. 202107955
O.P.R.B.C.T.

[AA]
QUITCLAIM DEED TO VINCENT M.
HARRIS BISHOP
VOL. 333, PG. 651
D.R.B.C.T.

[BB]
QUITCLAIM DEED TO
JOHN MCCARTHY BISHOP
VOL. 419, PG. 552
D.R.B.C.T.

10.3635 ACRES
City of Elgin, Bastrop
County, Texas



A Limited Liability Company

PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	1/10/2023
Project:	01065
Scale:	1" = 100'
Reviewer:	SMD
Tech:	SMD
Field Crew:	TS/JC
Survey Date:	AUG. 2020
Sheet:	3 OF 5

GENERAL NOTES:

- 1) SEE ATTACHED METES AND BOUNDS DESCRIPTION.
- 2) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000082139344.
- 3) THE HATCHED AREA SHOWN ON THE SURVEY IS REFERRED TO AS A "20' ALLEY LYING SOUTH OF LOT 16" AND IS INCLUDED IN THE CONVEYANCE TO THE CHURCH IN VOL. 328, PG. 232 (D.R.B.C.T.) THERE IS ALSO A SKETCH INCLUDED IN THE DEED THAT SHOWS THE 20' ALLEY SOUTH OF LOT 16 GRAPHICALLY. THE TINGLE ADDITION PLAT DOES NOT SPECIFICALLY CALL OUT THE AREA SOUTH OF LOT 16 AS AN ALLEY OR AS PART OF THE SUBDIVISION. THE SURVEYOR WAS NOT ABLE TO FIND A SPECIFIC DEED REFERRING TO THE ALLEY PREVIOUS TO THIS DEED NOR A QUITCLAIM DEED FROM THE CITY OF ELGIN VACATING IT. THE IMPROVEMENTS ON THE GROUND SUGGEST THAT THE "ALLEY" AREA WAS SPLIT BETWEEN THE CHURCH AND THE NEIGHBORS TO THE SOUTH BY MEANS OF A CHAIN LINK FENCE ALONG THE APPROXIMATE CENTERLINE OF THE "ALLEY". THE SURVEYOR WAS NOT ABLE TO FIND ANY EVIDENCE OF AN AGREEMENT OR BOUNDARY LINE AGREEMENT BETWEEN THE CHURCH AND THE SOUTHERN NEIGHBORS.
- 4) THE SURVEYOR WAS NOT ABLE TO FIND A REFERENCE TO THE HATCHED AREA SHOWN ON THE SURVEY IN ANY DEED OR QUITCLAIM DEED FROM THE CITY OF ELGIN. THE TINGLE ADDITION PLAT DOES NOT SPECIFICALLY CALL OUT THE AREA AT THE END OF W 12TH STREET OR SOUTH OF BLOCK 17 AS AN ALLEY OR AS PART OF THE SUBDIVISION. THE IMPROVEMENTS ON THE GROUND SUGGEST THAT THE WEST PORTION OF THE "ALLEY" AREA WAS SPLIT BETWEEN THE CHURCH AND THE NEIGHBORS TO THE SOUTH BY MEANS OF A CHAIN LINK FENCE ALONG THE APPROXIMATE CENTERLINE OF THE "ALLEY". THE IMPROVEMENTS SOUTH OF BLOCK 17 SUGGEST THAT THE AREA IS USED AS A DRIVEWAY TO THE HOUSE ON THE SOUTH TRACT, BUT THE DEEDS ON EITHER SIDE OF THE DRIVEWAY AREA DO NOT INCLUDE THE DRIVEWAY AREA IN THE CONVEYANCES. THE SURVEYOR WAS NOT ABLE TO FIND ANY EVIDENCE OF AN AGREEMENT OR BOUNDARY LINE AGREEMENT BETWEEN THE CHURCH AND THE SOUTHERN NEIGHBORS.
- 5) THE BLUE HATCHED AREA IS NOT SPECIFICALLY REFERENCED IN THE QUITCLAIM DEEDS RECORDED IN VOL. 333, PG. 651, AND VOL. 419, PG. 552 (D.R.B.C.T.) AND IS OF UNCLEAR TITLE. THE QUITCLAIM DEEDS REFERENCE THE RIGHT-OF-WAYS BETWEEN BLOCKS 14 AND 15 (419/552) AND 16 AND 17 (333/651), AND THE ALLEYS BETWEEN BLOCKS 15 AND 16 (419/552) AND 14 AND 17 (333/651), BUT SAY NOTHING OF THE INTERSECTION AREA. THERE IS ALSO NO EVIDENCE OF A QUITCLAIM DEED FOR THE EXTENSION OF WEST 12TH STREET SOUTH OF BLOCKS 16 & 17.
- 6) PER PLAT, BLOCK 7 OF TINGLE ADDITION SHOWS THE NORTH-SOUTH LENGTH OF THE BLOCK TO BE 171', AND THE METES AND BOUNDS DESCRIPTIONS OF THE TRACTS THAT COMPRISE BLOCK 7 ADD UP TO A LENGTH OF $\pm 164'$. BUILDING THE RIGHT-OF-WAY OF 40' FROM THE SOUTH RIGHT-OF-WAY OF N. AVENUE B AND EXTENDING THE SOUTH LINE OF LOT 1 OF THE RHONDA MOORE SUBDIVISION (PREVIOUSLY BLOCK 6 OF TINGLE ADDITION), THERE APPEARS TO BE A GAP OF $\pm 7'$ FROM THE RECORD LINE DESCRIBED IN THE METES AND BOUNDS DESCRIPTIONS COMPRISING BLOCK 7. AT THE TIME OF SURVEY, THE GAP IN RECORD LINES APPEARS TO CONTAIN IMPROVED RIGHT-OF-WAY.

 12/23/2022



10.3635 ACRES
City of Elgin, Bastrop
County, Texas



PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
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Sheet:	4 OF 5

LEGEND

	PROPERTY LINE	O.R.B.C.T.	OFFICIAL RECORDS, BASTROP COUNTY, TEXAS
	EXISTING PROPERTY LINES	O.P.R.B.C.T.	OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS
	EXISTING EASEMENTS	D.R.B.C.T.	DEED RECORDS, BASTROP COUNTY, TEXAS
	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET	(.....)	RECORD INFORMATION PER PLAT VOL. 76 PG. 406
	1/2" IRON ROD FOUND (UNLESS NOTED)	[.....]	RECORD INFORMATION PER DEED VOL. 2041, PG. 186
	1/2" IRON PIPE FOUND (UNLESS NOTED)	{.....}	RECORD INFORMATION PER DEED VOL. 325, PG. 606
	IRON ROD WITH "RPLS 1753" CAP FOUND	((.....))	RECORD INFORMATION PER PLAT VOL. 2, PG. 245B
	CALCULATED POINT	{{.....}}	RECORD INFORMATION PER DEED VOL. 1904, PG. 747
	CONCRETE MONUMENT FOUND STAMPED "ELGIN"	[[.....]]	RECORD INFORMATION PER PLAT VOL. 1, PG. 25B
	MAG WITH "4WARD BOUNDARY" WASHER SET	<.....>	RECORD INFORMATION PER DEED VOL. 2011, PG. 193
	BOLT FOUND	<<.....>>	RECORD INFORMATION PER DEED VOL. 1370, PG. 264
DOC. NO.	DOCUMENT NUMBER	-.....-	RECORD INFORMATION PER DEED VOL. 608, PG. 148
P.O.B.	POINT OF BEGINNING	--.....--	RECORD INFORMATION PER DEED VOL. 328, PG. 232
BCAD	BASTROP COUNTY APPRAISAL DISTRICT	((.....))	RECORD INFORMATION PER DEED DOC. NO. 202002105
VOL./PG.	VOLUME, PAGE		
CAB./SLD.	CABINET, SLIDE		
R.O.W.	RIGHT-OF-WAY		
P.R.B.C.T.	PLAT RECORDS, BASTROP COUNTY, TEXAS		

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S62°00'02"E	229.25'
L2	N28°20'58"E	86.89'
L3	S62°15'57"E	172.83'
L4	S62°04'13"E	3.43'
L5	N62°04'13"W	4.05'
L6	S28°17'34"W	21.07'
L7	N60°27'48"W	49.37'
L8	N62°59'48"W	149.63'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L9	N62°26'24"W	33.13'
L10	N27°56'22"E	50.16'
L11	N61°53'28"W	145.49'
L12	S27°58'52"W	82.96'
L13	N28°20'58"E	77.35'
L14	N28°07'36"E	92.01'
L15	N62°22'15"W	83.77'
L16	N28°50'27"E	112.29'

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
((L1))	S60°00'00"E	175.00'
[[L7]]	N57°57'00"W	49.50'
[[L8]]	N60°29'00"W	150.00'
((((L10)))	N29°36'45"E	50.00'
((((L11)))	N60°11'51"E	145.32'
{L14}	N29°19'50"E	92.10'
{{L14}}	N29°58'56"E	92.01'
{L15}	N60°17'38"W	83.29'
[L15]	N60°23'00"W	84.35'
<L16>	N31°18'00"E	111.41'

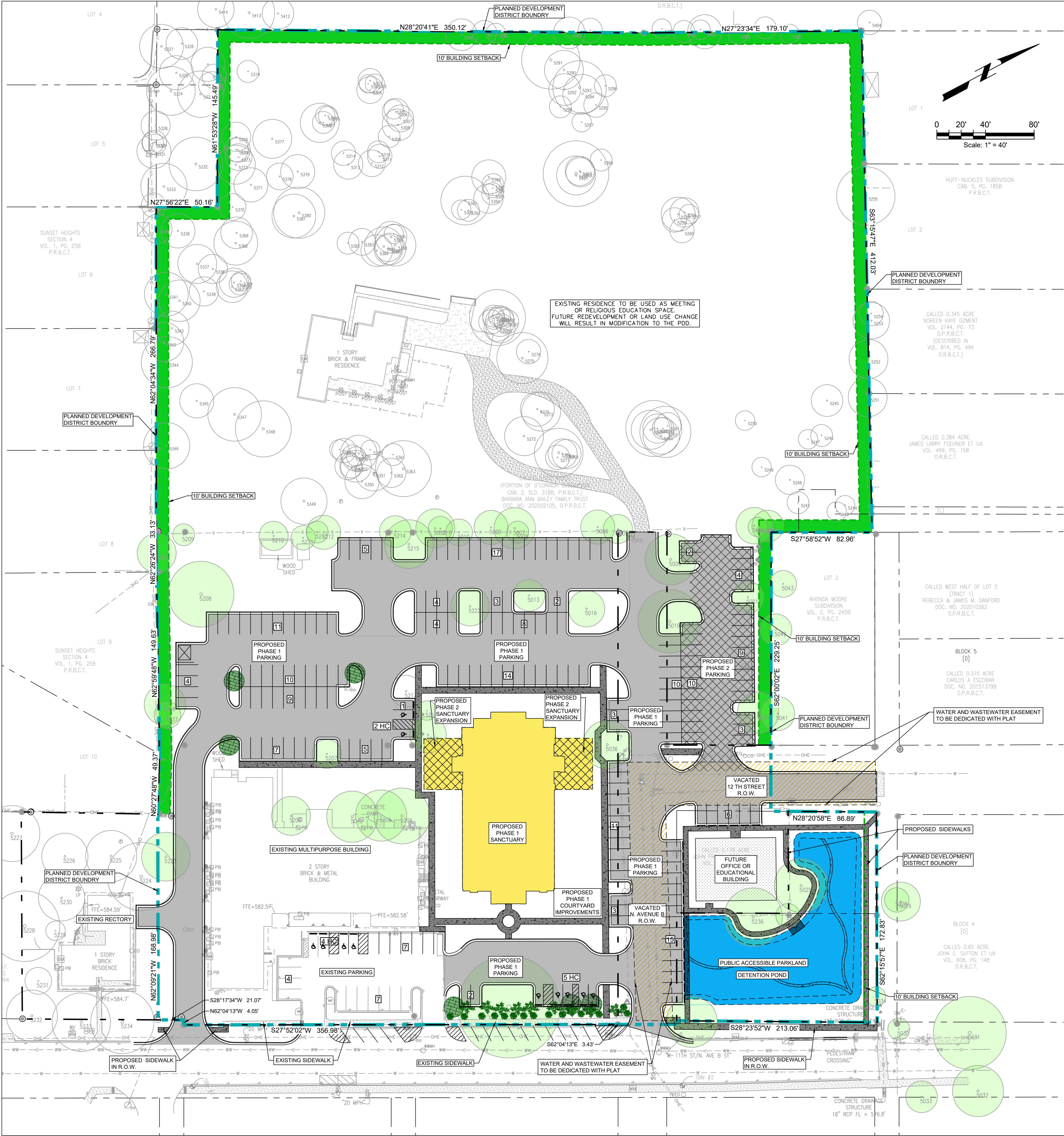
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EXHIBIT E – CONCEPT PLAN



VICINITY MAP

1" = 1000'

PARKING CALCULATION								
PHASE	REQUIRED PARKING				PROVIDED PARKING			
	USE	CAPACITY (SEATS)	PARKING RATIO	REQUIRED PARKING	OFF-STREET PARKING	ACCESSIBLE PARKING	TOTAL PROVIDED PARKING	PROVIDED PARKING RATIO
PHASE 1	Religious Assembly	650	1 : 4 seats	163	172	11	183	1 : 4 seats
PHASE 2	Religious Assembly	450	1 : 4 seats	112	28	0	28	
TOTAL	Religious Assembly	1,100	1 : 4 seats	275	200	11	211	1 : 5.25 seats

IMPERVIOUS COVER SUMMARY			
Gross Site Area	451,434.06 sf	=	10.3635 acres
EXISTING IMPERVIOUS COVER			
Existing Building Coverage	21,380 sf	=	0.49 acres = 4.74 %
Existing Parking, Drives, Sidewalks	20,710 sf	=	0.48 acres = 4.59 %
Total Existing Impervious Cover to Remain	42,090 sf	=	0.97 acres = 9.32 %
PROPOSED IMPERVIOUS COVER			
Proposed Building Coverage	18,920 sf	=	0.43 acres = 4.19 %
Proposed Parking, Drives, Sidewalks, Plazas	95,600 sf	=	2.19 acres = 21.18 %
Total Proposed Impervious Cover	114,520 sf	=	2.63 acres = 25.37 %
TOTAL IMPERVIOUS COVER			
Total Building Coverage after Development	40,300 sf	=	0.93 acres = 8.93 %
Total Parking, Drives, Sidewalks, Plazas after Development	116,310 sf	=	2.67 acres = 25.76 %
Total Impervious Cover after Development	156,610 sf	=	3.60 acres = 34.69 %

LAND USE SUMMARY		
Total PDD Zoning Area	10.3635 acres	
Sanctuary/ Multipurpose/ Religious Education/ Office Uses	1.2000 acres =	11.58 %
Parking, Drives, Plaza, Sidewalk	3.0000 acres =	28.95 %
Detention/ Public Accessible Parkland	0.4600 acres =	4.44 %
Meeting Space (Existing Residence)	0.6000 acres =	5.79 %
Open Space	5.1035 acres =	49.24 %

VACATED R.O.W.	
R.O.W.	LENGTH
W. 12TH STREET	77.42'
AVENUE "B"	401.08'

LEGEND

- PLANNED DEVELOPMENT DISTRICT BOUNDARY
- BUILDING SETBACK
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EDGE OF PAVEMENT
- EXISTING OVERHEAD ELECTRIC
- EXISTING WASTEWATER LINES
- EXISTING WATER LINES
- EXISTING CONCRETE
- PROPOSED SIDEWALK
- PROPOSED PHASE 1 BUILDINGS
- PROPOSED PHASE 2 BUILDINGS
- PROPOSED PHASE 1 PAVEMENT
- PROPOSED PHASE 2 PAVEMENT
- FUTURE DEVELOPMENT
- WATER AND WASTEWATER EASEMENT TO BE DEDICATED WITH PLAT
- 10' LANDSCAPE BUFFERYARD
- EXISTING TREE
- PROPOSED TREE/LANDSCAPING



MIGL ENGINEERING AND CONSULTING

9600 Escarpment Blvd, Suite 745-174

Austin, TX 78749 | 512 750 0440

Texas Registered Engineering Firm F-16967

CLIENT/PROJECT	PROJECT NO.
SACRED HEART CATHOLIC CHURCH	0128.009
302 W 11TH ST	
ELGIN, TX 78621	
SHEET TITLE	SHEET NO.
CONCEPT PLAN	EX-E
JUNE 26, 2023	

EXHIBIT F – PARKLAND CONCEPT PLAN



NORTH



SCALE: 1"=20'-0"

PARK SCHEMATIC

SACRED HEART, ELGIN, TEXAS

03/01/2023 | PG. 1 OF 1



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Elgin City Council Meeting Agenda Item Executive Summary

ITEM: VETERANS MEMORIAL PARK EXPANSION.

DEPARTMENT: Public Works/Community Services

PROPOSED ACTION:

BACKGROUND:

City received three bids for the Veterans Memorial Park Expansion. Staff will provide a detailed presentation at the meeting. Veterans Memorial Park Expansion project Block A includes the Kompan train play structure and associated play equipment, bonded rubber mulch surfacing, a water play feature, shade structure, trees, seating, lighting, stage, outdoor classroom, Wi-Fi, and lawn. In Block B, Block C and Block D the fencing can be installed at the same time as Block A fencing and in Block D the associated utilities and sidewalk surfacing could be installed with Block A achieving savings by installing utilities at one time.

The currently available and authorized funds is \$1,590,000.00 These funds include Certificates of Obligation 2021A, private donations, T Mobile grant, St. Davids Foundation grant and American Rescue Plan Act funds.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { X } included {X} not included in the current-year budget { }
N/A

RECOMMENDATION:

ATTACHMENTS:

- {X}** Staff will be making a detailed presentation on this agenda item at the meeting.
- { }** Staff will provide brief comments and answer questions on this item at the meeting.
- { }** This is a routine procedural item, and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH G. HYATT CONSTRUCTION. TO
CONSTRUCT VETERANS MEMORIAL PARK EXPANSION AND
MAKING CERTAIN FINDINGS RELATED THERETO.**

WHEREAS, the Elgin City Council and Parks & Recreation Advisory Board have approved an Open Space, Parks, & Recreation Master Plan for the benefit of residents and to improve local parks and;

WHEREAS, the Open Space, Parks, & Recreation Master Plan includes the expansion of Veterans Memorial Park and;

WHEREAS, City Council authorized the building of the park expansion, with the support and recommendation of the Parks & Recreation Advisory Board, Main Street Board, and Historic Review Board, and;

WHEREAS, the staff worked with Studio 1619 to develop construction plans and bid the project and;

WHEREAS, staff recommends awarding the project to G. Hyatt Construction with the details specified in the attached documents.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization. The City Manager is hereby authorized to execute an agreement with G. Hyatt Construction in the amount of the proposal package attached.

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

Section 5. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 15th day of August, 2023

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

JENNIFER STUBBS, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A DEVELOPMENT AND CONSENT AGREEMENT WITH LUND FARM INVESTMENT LLC, AND THE LUND FARM MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration and approval of a Resolution approving and authorizing a Development and Consent Agreement between the City and Lund Farm Investment LLC and the Lund Farms Municipal Utility District (“MUD”).

BACKGROUND:

Discussed at previous meetings; Lund Farm Investment LLC and the Lund Farms Municipal Utility District currently owns approximately 570 acres of land located in the City of Elgin Extraterritorial Jurisdiction (ETJ) and intends to develop said property as a master-planned mixed use residential community that will include commercial uses and park and recreational facilities to serve the district.

Following a comprehensive due diligence process, staff is now recommending a Development and Consent Agreement, which shall be binding upon both parties and the associated Lund Farms MUD. ,

As the project constitutes a substantial area that will be developed in phases under a master plan, it is in the mutual interests of the Lund Farms MUD and the City to enter into this Agreement, which will provide an alternative to the typical regulatory process, encourage innovative master-planning, provide certainty of regulatory requirements, and result in a quality development project.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included { } not included in the current-year budget {X} N/A

RECOMMENDATION:

Approval of the Resolution approving and authorizing a Development and Consent Agreement between the City and Lund Farm Investment LLC and the Lund Farms Municipal Utility District; and routine direction to staff, if any.

ATTACHMENTS: Development and Consent Agreement

{X} Staff will be making a detailed presentation on this agenda item at the meeting.

{ } Staff will provide brief comments and answer questions on this item at the meeting.

{ } This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A DEVELOPMENT AND CONSENT AGREEMENT WITH LUND FARM INVESTMENT LLC, AND THE LUND FARM MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, Lund Farm Investment LLC and the Lund Farms Municipal Utility District currently owns approximately 570 acres of land located in the City of Elgin Extraterritorial Jurisdiction; and,

WHEREAS, Lund Farm Investment LLC and the Lund Farms Municipal Utility District intends to develop said property as a master-planned mixed use residential community that will include commercial uses and park and recreational facilities to serve the district; and,

WHEREAS, the city staff is now recommending authorization of a Development and Consent Agreement, that shall be binding upon Lund Farm Investment LLC and the Lund Farms Municipal Utility District; and,

WHEREAS, the City Council have found and determined that the proposed Development and Consent Agreement with Lund Farm Investment LLC and the Lund Farms Municipal Utility District will further the public interest and welfare and is necessary to promote opportunities for much needed new affordable housing.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization. The Mayor is hereby authorized to execute the *Development and Consent Agreement with the Lund Farm Investment LLC and the Lund Farms Municipal Utility District*, a copy of said agreement being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 15th day of August, 2023

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

**DEVELOPMENT AND CONSENT AGREEMENT
(Lund Farms)**

THE STATE OF TEXAS	§	
	§	
COUNTY OF BASTROP	§	KNOW ALL BY THESE PRESENTS:

THIS DEVELOPMENT AND CONSENT AGREEMENT ("Agreement") is entered into between the **CITY OF ELGIN, TEXAS**, a Texas home-rule city located in Bastrop County, Texas, with extraterritorial jurisdiction extending into Travis County, Texas ("City") and **LUND FARM INVESTMENT LLC**, a Texas limited liability company ("Developer"). **LUND FARM 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 approximately 569.717 acres of land that is more particularly described in **Exhibit "A"** attached hereto (the "Property") that is located in the extraterritorial jurisdiction of the City;

WHEREAS, the Developer intends to develop the Property as a master-planned mixed use residential community that will include commercial uses and 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.

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. The District shall execute such joinder 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** “CCN” means certificate of convenience and necessity.
- 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** “County” means Bastrop County, Texas or Travis County, Texas, as applicable.
- 1.11** “Developer” means Lund Farm Investment LLC, or its successors and assigns under this Agreement.
- 1.12** “District” means Lund Farm Municipal Utility District, a political subdivision of the State of Texas, to be created over the Property with the consent of the City.
- 1.13** “Effective Date” means the last date of execution of this Agreement by the City and Developer.
- 1.14** “EST” means the 0.25 MG elevated storage tank to be constructed by the Developer at Developer’s expense on the EST Site, as more particularly described in **Exhibit “G”**.
- 1.15** “EST Site” means that tract of land on which the EST shall be constructed and generally described on **Exhibit “G”** attached hereto that Developer or District shall convey to City.
- 1.16** “Public Safety Services Site” shall have the meaning set forth in **Section 7.02** of this Agreement.
- 1.17** “Interceptor Lines” means the wastewater improvements that will connect the Project to the City’s Wastewater System, generally consisting of approximately 5,000 linear feet of 15-inch wastewater gravity line improvements and related appurtenances that would extend from the City’s existing wastewater facilities located in the Harvest Ridge development through Elm Creek to the southern boundary of the Property, but which does not include any portion of the lines lying within the Property, as more particularly described and depicted in **Exhibit “E”** attached hereto.

1.18 “Living Unit Equivalent” or “LUE” means the capacity necessary to serve a single-family residential connection or its equivalent.

1.19 “Lund Road Improvements” those certain road improvements to be undertaken by Developer to the existing Lund Road located within the Property as more particularly described in Section 3.03(a) and **Exhibit “D”** attached hereto.

1.20 “New WWTP” means wastewater treatment plant No. 2 to be constructed by the City.

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

1.22 “Off-Site Wastewater Conveyance Line Improvements” means the 15-inch diameter off-site wastewater conveyance line improvements to connect the Elm Creek Lift Station to the City’s New WWTP, as more particularly described in the TRC report dated September 7, 2022.

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

1.24 “Petition” means the Developer’s request to the City for consent to creation of the District.

1.25 “Project” shall have the meaning set forth in the Recitals of this Agreement.

1.26 “Property” means the approximate 569.717-acre tract of real property more particularly described in **Exhibit “A”** attached hereto.

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

1.28 “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.

1.29 “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.

1.30 “Water Project” means the water improvements that will connect the Project to the City’s Water System or that are otherwise required to be constructed in order for the City to provide wholesale water services to the District, generally consisting of the Off-Site Transmission Line Improvements and the EST, as more particularly described and depicted in **Exhibit “F”**.

II. CREATION OF DISTRICT AND RELATED MATTERS

2.01 Consent to Creation of District. The City acknowledges receipt of Developer's request, 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 H** 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 County Property Annexation. The Property includes approximately 198.4 acres that lie outside of any city's municipal boundaries or extraterritorial jurisdiction ("County Property"). The Developer agrees to petition the City for the inclusion of the County Property into the extraterritorial jurisdiction of the City.

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, mixed-use, multi-phased project on the Property (the “Development”) that is projected to include approximately 1,856 single family residential units, 648 multi-family units (which may include multifamily structures up to three stories in height and detached multi-family dwelling units) and commercial development for a total of 2,500 living unit equivalents (“LUEs”). Not less than 100 acres of the Property shall be developed as public parkland and/or open space (including floodplain areas). The Development will also include (i) a community pool, amenity area and approximately seven (7) linear miles of trails; (ii) approximately two (2) acres to be dedicated to the City for public safety services, (iii) approximately nine (9) acres of land designated for commercial (retail) uses, and (iv) an EST and associated site to be dedicated to the City of Elgin. Developer shall construct the park, 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.

The City agrees that the Project may include “Cottage Homes,” defined to be small, single-family homes arranged in and around common shared green space rather than areas designated for typical fee simple single family homes. Vehicular access to the Cottage Homes will be from the alleys or private drives and homes may have attached or detached garages. Cottage Homes may range from a minimum of 600 square feet to 1,200 square feet with condominium or fee simple lot configurations with a minimum square footage of twice the building footprint. Architecture for Cottage Homes will be harmonious with adjacent single family homes and will be limited to 5% of that total lot count.

3.02 School Contribution. Developer agrees, at Developer’s sole election, either to (a) dedicate a site to the City on which the City of the Elgin Independent School District (the “ISD”) will construct and operate a public school campus within the Property, of approximately twelve (12) acres in size; or (b) 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 (or dwelling units for multifamily development) in the subdivision plat to be recorded. The payment shall be applicable to any cottage homes located on a single family residential lot. If Developer elects to dedicate the School Site pursuant to subsection (a) above, Developer will, at the time of final platting the phase of the Development within which the School Site is located, convey the School Site to the City by warranty deed, at no cost to the City. The actual size, configuration, location and timing of dedication of the School Site, if at all, will be determined by Developer and the City. The City shall not sell or convey the School Site to any third party, other than to the ISD. Further, the School Site shall only be used for the construction and operation of a public school campus. The City hereby agrees, and the warranty deed to the City shall state, that ownership of the School Site shall revert to Developer in the event that the ISD has not constructed and commenced operation of a pre-kindergarten and/or elementary public school campus within four (4) years of the date of conveyance from Developer to the City pursuant to this provision.

3.03 Developer’s Road Construction Obligations.

(a) Lund Road Improvements. Developer shall fund and construct the Lund Road Improvements per the Traffic Impact Analysis (TIA) approved by all parties with jurisdiction. The Lund Road Improvements

shall be undertaken in accordance with all Applicable Rules, and shall be constructed by Developer in phases that correspond to the construction of public improvements in each platted subdivision that contains the Lund Road Improvements. Developer will dedicate public right-of-way to the County for the expansion of Lund Road along the entirety of the Property that abuts Lund Road. The right-of-way dedication shall not exceed forty feet (40') in width (1/2 of a total 80' right of way) or as required for turn lane construction, and shall be dedicated in phases as subdivision platting of the lands that contain the right-of-way area progresses.

(b) County Line Road Right-of-Way Dedication. Developer will dedicate public right-of-way to the City or County (as jointly specified by such parties) for the expansion of County Line Road along the entirety of the Property that abuts County Line Road. The right-of-way dedication shall not exceed twenty-five feet (25') in width, and shall be dedicated in phases as subdivision platting of the lands that contain the right-of-way area progresses.

(c) Other Transportation Improvements. Developer will provide a Traffic Impact Analysis (a "TIA") providing information on the projected traffic associated with the Development, particularly as it relates to the impact on State Highway 95. The TIA will consider impacts of the entire Development 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 offsite 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 Development. Developer and/or the District shall be responsible for their proportionate share (based upon the impact of the Development 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.

(d) The Parties agree that streets will be required to serve the Development. The Developer, on behalf of the District, will design, permit, and construct the streets located within the Development that are necessary to serve the Development. 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. The provisions of this Section do not apply to County Line Road or Lund Road.

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

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 three 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 \$2,969,600 (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 Development 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 \$600,000 of the Master Development Fee shall not be paid for from bond proceeds, but shall be paid in three (3) annual cash installments of \$200,000 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 \$200,000 payments shall be due and owing on the same day of each year thereafter. Each \$200,000 payment shall be credited against the Master Development Fee. These advance payments shall be in place of the initial \$600,000 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 \$6,000,000 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 EST and 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 a wholesale water service 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 4,680,000 gallons per day, (ii) a maximum hourly rate of 330,000 gallons per hour, or 195,000 gallons per hour and be able to meet emergency fire flow demands, whichever is less; and (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 potable water, or shall contract for the use of potable water, to 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 EST 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 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 Offsite Water Transmission Line Improvements.

(a) The Offsite Water Transmission Line Improvements are required for the City to commence the provision wholesale water services to the District. The Offsite 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 Offsite Water Transmission Line Improvements, Developer will acquire on behalf of the District, and is hereby conveyed, a reservation and commitment of 2,500 LUEs of capacity in the Offsite Water Transmission Line Improvements. In consideration of the capacity interest and reservation, Developer may seek reimbursement from the District for the Offsite Water Transmission Line Improvements as permitted by applicable law.

(c) Upon completion of Offsite 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 Offsite 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 Property 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 Offsite Transmission Line Improvements or oversized internal water transmission and distribution lines (if any), as applicable, by all parties whose acceptance is required.

3.08 EST Site. The Developer or District shall dedicate and convey the EST Site to the City at no cost or expense to the City (provided the City shall provide water impact fee credit for the land costs in an amount equal to the Developer's purchase price, which was \$46,000 per acre). The EST Site shall be conveyed free and clear of all liens, claims and encumbrances. The EST Site shall be conveyed to the City simultaneously with conveyance of the completed EST to the City.

3.09 Construction of EST.

(a) General. The Developer shall be responsible for design and construction of the EST, and Developer shall pay all costs and expenses associated therewith (unless it is oversized at the City's request). As consideration for payment of such costs and expenses, the City shall grant all applicants for service with the payment of water impact fees up to an amount equal to the total costs and expenses for the EST funded by Developer for design, permitting and construction of the EST. The total cost of the EST shall be submitted and approved by the City within thirty (30) days upon receipt of said costs, which approval shall not be unreasonably withheld, conditioned or delayed if Developer provides all requested additional information from the City.

(b) Service Limitations. The completion of the EST shall be a condition of wholesale water service by the City to the District in excess of 371 LUEs.

(c) Design. The EST 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.

(d) Bidding and Construction of EST. After completion of plans and specifications for the EST, the Developer will competitively advertise a contract for construction of the EST in accordance with the requirements applicable to municipal utility districts in the State of Texas.

(e) Oversizing. In the event the City requires Developer to oversize the EST, the City shall fund all such oversizing costs on a pro rata basis according to the final capacity of the oversized facilities relative to facilities that would be required for service to the Property only (250,000 gallons). The City will enter into a cost sharing agreement with Developer pursuant to which the City will reimburse Developer for the City's pro rata share of the EST costs, to be payable under the following terms as selected by Developer: (i) within thirty (30) days after Developer's payment of each pay application to the EST contractor, or (ii) on a lump sum basis upon completion and the City's final acceptance of the EST, which acceptance shall not be unreasonably delayed, withheld or conditioned.

(f) Impact Fee Credit. As more particularly specified in Section 6.06 below, the Developer shall be entitled to water impact fee credit for the costs and expenses of design, permitting and construction of the

250,000 gallons of capacity in the EST for which Developer is responsible for payment and for the value of the EST Site (calculated at Developer's acquisition costs of \$46,000 per acre), but excluding the pro rata share of any oversizing costs that are funded or reimbursed by the City.

(g) Impact Fees & Tap Fees. In consideration of Developer's payment of the EST and cost participation in the Offsite 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 Development 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 Development 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 Development 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 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.

3.10 Wastewater Service. The City shall be the wholesale wastewater service provider to the District. As wholesale service provider, the City shall operate, maintain, and repair all components of the New WWTP and 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 a wholesale wastewater service 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 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. In consideration of Developer's payment of the Capacity Payment for cost participation in the New WWTP and the Offsite Wastewater Conveyance Line 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.

3.11 Wastewater Interceptor Line.

(a) The Interceptor Line is required for the City to provide wholesale wastewater services to the District. The Interceptor shall be funded and 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 Interceptor Line, Developer will acquire on behalf of the District, and is hereby conveyed, a reservation and commitment of 2,500 LUEs of capacity in the Interceptor. In consideration of the capacity interest and reservation, Developer may seek reimbursement from the District for the Interceptor as permitted by applicable law.

(c) Upon completion of construction of Interceptor Line 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; (ii) a reservation of all capacity in those facilities for the benefit of the District; and (iii) Developer's right, if any, to reimbursement from the District for the cost of those facilities in accordance with the rules of the Commission. Developer will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the facilities conveyed to the City. The City agrees that its acceptance of facilities and the related assignments will not be unreasonably withheld, conditioned, or delayed as long as the facilities have been constructed in accordance with all state and local codes and plans and specifications approved by the City, 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 wastewater 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 any Interceptor Line or internal collection system facilities in excess of the capacity required for service to the Property, the City shall reimburse 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 Property only. When practicable, the oversizing costs shall be determined by alternate bidding of facilities to identify the incremental oversizing costs. The City shall reimburse the Developer for the incremental oversizing costs within thirty (30) days after acceptance by the City of the oversized facility.

3.12 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 wastewater generated by future developments in the City of Elgin, including the Project. In the interim, the Parties agree that the City will accept all wastewater generated from the Development 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 District 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 Conveyance Line.

(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 Conveyance Line, and all related appurtenances. Provided, however, that the City shall bear the responsibility of the actual design, permitting and construction of the New WWTP and Off-Site Wastewater Conveyance Line. 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 Interceptor Line.

(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 Development at full build-out will be 0.6125 MGD. The 0.6125 MGD is the pro rata share of the WWTP attributable to the Development and payable by the Developer and/or District.

(d) Off-Site Wastewater Conveyance Line Construction Costs Payment. Based on the Concept Plan and as set forth in that certain Wastewater Recommendation Memorandum by BGE (Developer's Engineer) (**Exhibit "E"**), it is estimated that the required Off-Site Wastewater Conveyance Line capacity to serve the Development at full build-out will be the equivalent of a 15-inch diameter line. The costs associated with a 15-inch line is the pro rata share of the Off-Site Wastewater Conveyance Line attributable to the Development and payable by the Developer and/or District. The Parties agree that the total linear feet of the Off-Site Wastewater Conveyance Line for which Developer is responsible for payment of the Off-Site Wastewater Conveyance Line Construction Costs Payment shall not exceed 2,640 linear feet.

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

(f) 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, Off-Site Wastewater Conveyance Line and the Interceptor Line with capacity to serve regional wastewater conveyance and treatment needs. All additional costs to construct the New WWTP with capacity over 0.6125 MGD shall be the sole responsibility of the City. Wastewater capacity up to 0.6125 MGD in the New WWTP will be reserved for and allocated to the District or Developer on behalf of the District.

(g) The Developer's portion of the costs for the New WWTP and Off-Site Wastewater Conveyance Line 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 Conveyance 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 reduce 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 Conveyance Line.

(h) 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.

(i) Off-Site Wastewater Conveyance Line Plans. The Off-Site Wastewater Conveyance Line 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 Off-Site Wastewater Conveyance Line (the "Off-Site Wastewater Conveyance Line Plans"), the City Engineer will submit a set of the Off-Site Wastewater Conveyance Line Plans to the Developer and, if fully created at the times the Off-Site Wastewater Conveyance Line Plans are completed, the District, for review and approval. The Developer and, if appropriate, the District agree to review the Off-Site Wastewater Conveyance Line 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 Off-Site Wastewater Conveyance Line Plans or provide written comments within this thirty (30)-day period, the Off-Site Wastewater Conveyance Line 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 Off-Site Wastewater Conveyance Line 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.

(j) 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.

(k) Commencement of Construction on Off-Site Wastewater Conveyance Line. The City will proceed with the design of, easement acquisition for, and construction of the Off-Site Wastewater Conveyance Line 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 Off-Site Wastewater Conveyance Line being available to the Property and any delays in completion of the Off-Site Wastewater Conveyance Line shall not alter the City's obligation to furnish wholesale wastewater service to the District.

(l) Bidding and Contract Awards. The contract for construction of the New WWTP and Off-Site Wastewater Conveyance Line 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.

(m) Construction. The New WWTP and Off-Site Wastewater Conveyance Line 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.

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

(o) Ownership of Facilities. Upon completion, the New WWTP and Off-Site Wastewater Conveyance Line shall be owned by the City. However, 0.6125 MGD of capacity in the New WWTP and the equivalent capacity of a 15-inch line will be owned by District or Developer, on behalf of the District, and capacity sufficient to serve the Development 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.

(p) 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. 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 Development is a large project that will be developed over a number of years. As such, the City agrees that the Developer may implement the Development 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 \$1,600 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 Lund Road 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 or otherwise, shall not apply to the Property.

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 Land. The District and the Developer agree to cooperate with the ESD to provide fire protection services to the Land.

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. 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 "I", 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 and City shall execute the Water Services Agreement and the 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 Water Services Agreement and the 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 shall be \$2,221,896.30 (or \$3,900 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 \$3,900 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 offsite improvements required to serve the Property except as provided for in this Agreement and the 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 EST (including design, permitting and construction and the value of the EST Site) but excluding costs and expenses reimbursed by the City in the event the City requests oversizing of the EST. 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 Developer completes construction of the EST. After completion of construction of the EST, the final amount of monies paid by the Developer for the EST 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.
- (d) **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 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.

6.07 Offsite 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 offsite 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 offsite water and/or wastewater facilities. Within sixty (60) business days after receipt of the written request from Developer requesting that the City acquire the offsite 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 offsite 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 offsite 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 "J". 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.

7.02 Public Safety Services Site. Developer agrees to dedicate to the City a public safety services site of two (2) 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 Development 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. 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 facsimile or email with confirming copy sent by one of the other describe methods of notice set forth. 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

With required Copy to:

Mark J. Schroeder
Hejl & Schroeder PC
311 Talbot Street
PO Box 192
Taylor, Texas 76574

DEVELOPER:

Lund Farm Investment LLC
40 East 94th Street, Apartment 26A
New York, New York 10128

With Copy To:

McLean & Howard, LLP
4301 Bull Creek Road, Suite 150
Austin, Texas 78731
Attn: Tony Corbett

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.

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 -	Description of Lund Road Improvements
Exhibit E -	Description of Interceptor
Exhibit F -	Description of Water Project
Exhibit G -	EST Site
Exhibit H -	Form of Consent Resolution
Exhibit I -	Variances to City Development Code
Exhibit J -	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:

LUND FARM INVESTMENT LLC, a Texas limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, _____, by _____, _____ of LUND FARM INVESTMENT LLC, a Texas limited liability company, on behalf of said limited liability company.

(Seal and Expiration)

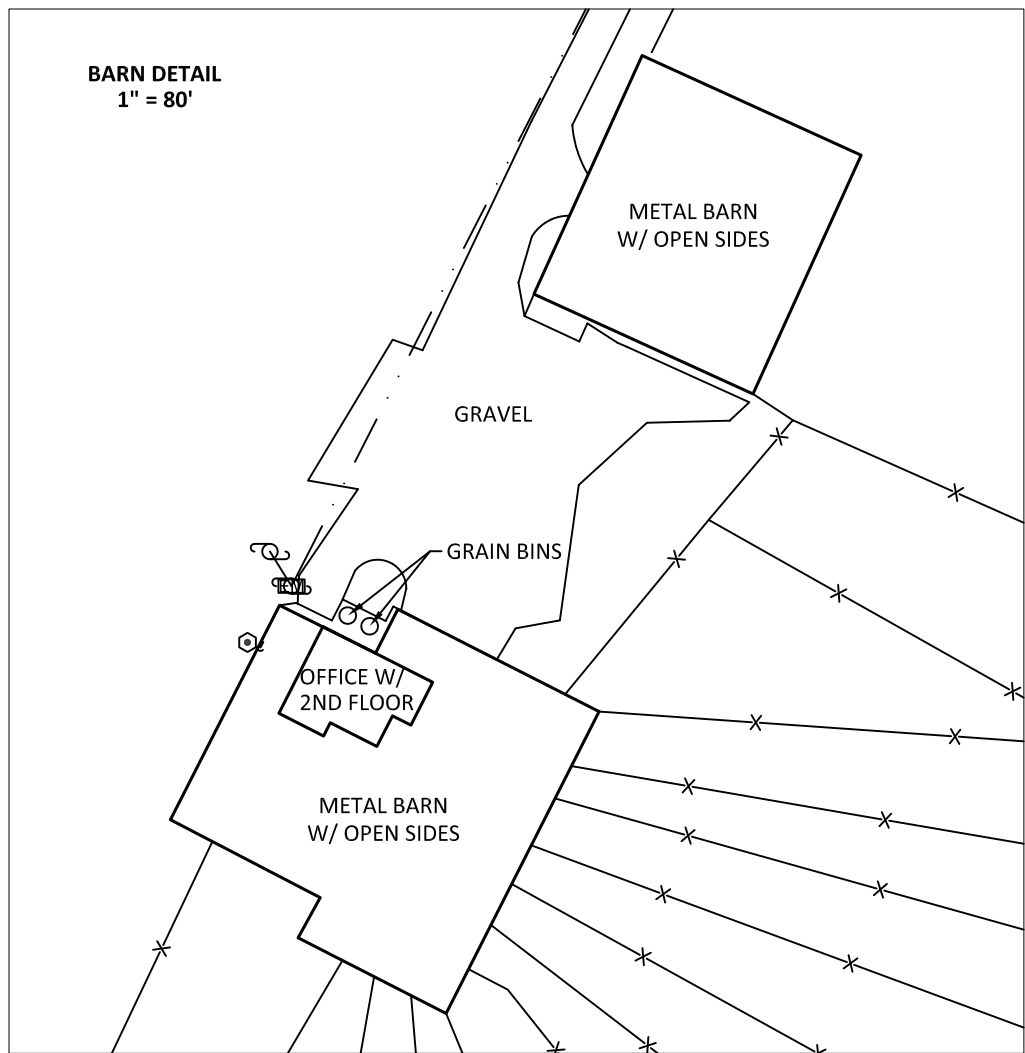
Notary Public, State of Texas

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

NOTES:

- THIS SURVEY HAS BEEN PREPARED UTILIZING A COMMITMENT FOR TITLE INSURANCE PREPARED BY **HERITAGE TITLE COMPANY OF AUSTIN, INC.**, G.F. NO. **202103847**, EFFECTIVE DATE: **SEPTEMBER 13, 2021**. PARTIES TO THIS TRANSACTION ARE RESPONSIBLE FOR VERIFICATION OF ALL EASEMENTS, COVENANTS AND CONDITIONS WHICH MAY AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.
- THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD 83.
- TITLE COMMITMENT SCHEDULE B, ITEM 10
 - EASEMENT DATED APRIL 21, 1941, GRANTED BY ED PEARSON TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 105, PAGE 437, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
 - EASEMENT DATED APRIL 29, 1947, GRANTED BY JIM MOGONYE AND WIFE, ALVINA MOGONYE, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 124, PAGE 122, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
 - EASEMENT DATED MARCH 12, 1949, GRANTED BY W. C. RIVERS TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 125, PAGE 613, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
 - CHANNEL EASEMENT DATED SEPTEMBER 8, 1956, GRANTED BY JOHN L. NEWSTROM TO THE STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION, RECORDED IN VOLUME 144, PAGE 96, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
 - EASEMENT DATED OCTOBER 15, 1962, GRANTED BY JIM MOGONYE AND WIFE, ALBINA MOGONYE, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 159, PAGE 167, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
 - RIGHT-OF-WAY EASEMENT DATED JULY 9, 1993, GRANTED BY FRED LUNDGREN, JR. TO AQUA WATER SUPPLY CORPORATION, INC., RECORDED IN VOLUME 694, PAGE 59, OFFICIAL RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
 - RIGHT-OF-WAY EASEMENT DATED JULY 9, 1993, GRANTED BY FRED LUNDGREN, JR. TO AQUA WATER SUPPLY CORPORATION, INC., RECORDED IN VOLUME 694, PAGE 60, OFFICIAL RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**

DID NOT RESEARCH OIL, GAS AND MINERAL LEASES

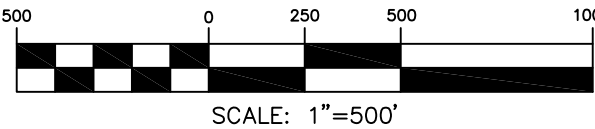
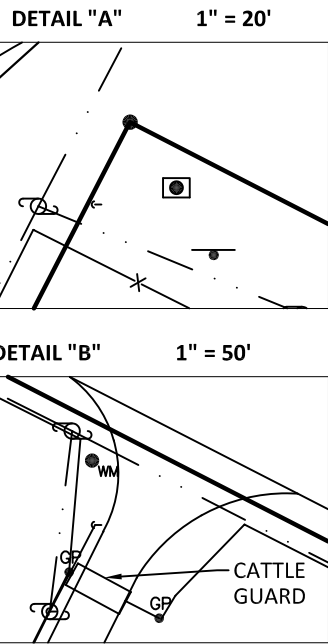
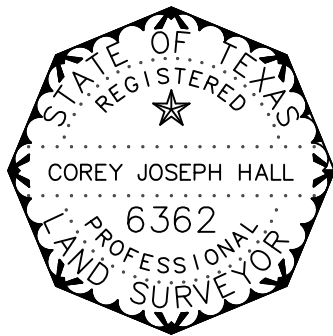


TO: HERITAGE TITLE COMPANY OF AUSTIN, INC.
RE: XIAOZHOU YANG

THE UNDERSIGNED HEREBY CERTIFIES:
THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION ON **AUGUST 28, 2020**, AND IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY SURVEY, THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT; THE SIZE, LOCATION AND TYPE OF BUILDINGS ARE AS SHOWN, ALL IMPROVEMENTS BEING WITHIN THE BOUNDARIES OF THE PROPERTY, AND SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

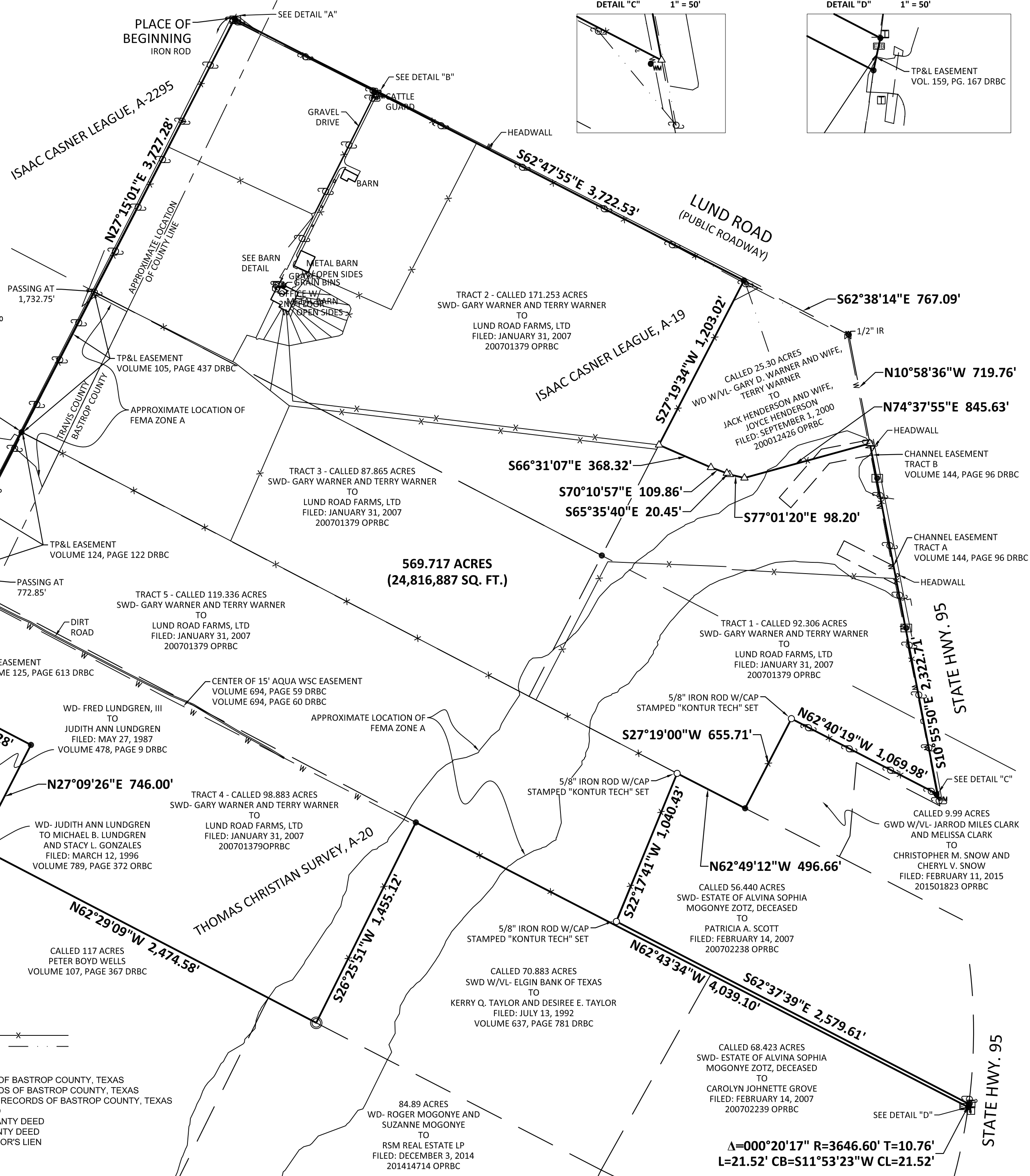
ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR BASTROP COUNTY, TEXAS, COMMUNITY PANEL NUMBERS **48021C0025E** & **48021C0050E**, EFFECTIVE **JANUARY 19, 2006**, AND TRAVIS COUNTY, TEXAS COMMUNITY PANEL NUMBER **48453C0320H**, EFFECTIVE **SEPTEMBER 26, 2008**, THE SUBJECT TRACT IS LOCATED IN ZONES "X & A", WHICH IN THIS CASE IS **PARTIALLY** LOCATED IN A SPECIAL FLOOD HAZARD AREA.

Corey J. Hall
COREY J. HALL, RPLS
TEXAS REGISTRATION NO. 6362



- LEGEND
- 1/2 INCH IRON ROD FOUND (UNLESS NOTED)
 - 3/4 INCH IRON PIPE FOUND
 - ELECTRIC METER
 - METAL FENCE POST FOUND
 - FIBER OPTIC CABLE MARKER
 - GATE POST
 - GUY ANCHOR
 - MANHOLE (TELEPHONE)
 - POWER POLE
 - WATER METER
 - EXISTING FENCE
 - OVERHEAD ELECTRIC

- ABBREVIATIONS
- DRBC = DEED RECORDS OF BASTROP COUNTY, TEXAS
 - ORBC = OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS
 - OPRBC = OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS
 - WD = WARRANTY DEED
 - GWD = GENERAL WARRANTY DEED
 - SWD = SPECIAL WARRANTY DEED
 - W/VL = DEED WITH VENDOR'S LIEN



LAND TITLE SURVEY

BEING A 569.717 ACRE (24,816,887 SQUARE FEET) TRACT OF LAND OUT OF THE ISAAC CASNER LEAGUE, A-19 AND THOMAS CHRISTIAN SURVEY, A-2296, LOCATED IN BASTROP COUNTY, TEXAS, AND OUT OF THE ISAAC CASNER LEAGUE, A-2295 AND THOMAS CHRISTIAN SURVEY, A-2296, LOCATED IN TRAVIS COUNTY, TEXAS, SAID 569.717 ACRE TRACT BEING ALL OF TRACTS 1-5 AS CONVEYED IN A SPECIAL WARRANTY DEED FROM GARY WARNER AND TERRY WARNER TO LUND ROAD FARMS, LTD, FILED JANUARY 31, 2007 AND RECORDED IN DOCUMENT NO. 200701379 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY (OPRBC),

NO.	DATE	REVISIONS	BY	DRAWN BY:	CJH
1	10/13/20	LABELED EASEMENTS/ROADWAYS	CJH	CHECKED BY:	CJH
2	10/4/21	UPDATE TITLE	BRC	DATE:	08/28/20
				SCALE:	1" = 500'
				JOB NO.:	4040.001



26 WOODLAND LANE, ROUND ROCK, TEXAS 78664
TELEPHONE: (512) 360-0012 WWW.KON-TECH.COM
TX SURVEYING FIRM #10194591 TX ENGINEERING FIRM # F-21974

THE STATE OF TEXAS§
COUNTIES OF BASTROP & TRAVIS§

Being a 569.717 acre (24,816,887 square feet) tract of land out of the ISAAC CASNER LEAGUE, A-19 and THOMAS CHRISTIAN SURVEY, A-20, located in Bastrop County, Texas, and out of the ISAAC CASNER SURVEY No. 30, A-2295 and THOMAS CHRISTIAN SURVEY No. 26, A-2296, located in Travis County, Texas, said 569.717 acre tract as conveyed in a Special Warranty Deed from Gary Warner, Trustee of the Lund Road Farms Management Trust, General Partner of Lund Road Farms, Ltd. to Philip Boghosian, as Trustee of the Philip Boghosian Living Trust, Boghosian Raisin Packing Company, Inc., a California corporation, Howard A. Sagaser Earmarked Account of Sagaser, Watkins and Wieland PC 401(k) Plan, and TWR 183 Land, LLC, a Texas limited liability company, dated January 20, 2021 and recorded in Document No. 202101359 of the Official Public Records of Bastrop County (OPRBC), and Document No. 2021015475 of the Official Public Records of Travis County, (OPRTC), and said 569.717 acres being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on August 28, 2020. All bearings and distances shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83, said 569.717 acre tract being more fully described as follows:

BEGINNING at a 1/2 inch iron rod found for the North corner of the said Tract 2 (called 171.253 acres) at the intersection of the South line of Lund Road and the East line of County Line Road, said iron rod marking the North corner of the herein described tract;

THENCE, South 62°47'55" East, with the South line of Lund Road and the North line of the said Tract 2, a distance of 3,722.53 feet, to a 1/2 iron rod found for the Northeast corner of the said Tract 2, the Northwest corner of a called 25.30 acre tract conveyed in a Warranty Deed with Vendor's Lien from Gary D. Warner and wife, Terry Warner to Jack Henderson and wife, Joyce Henderson, filed September 1, 2000 and recorded in Document No. 200012426 OPRBC, and being the Northeast corner of the said Tract 2 from which a 1/2 iron rod found for the Northeast corner of the 25.30 acre tract bears South 62°38'14" East, a distance of 767.09 feet;

THENCE, South 27°19'34" West, with the fenced East line of the said Tract 2 and the West line of the said 25.30 acre tract, a distance of 1,203.02 feet, to a metal fence post found for the Southwest corner of the said 25.30 acre tract, the Northwest corner of the said Tract 1 (called 92.306 acres), and being an interior corner of the herein described tract;

THENCE, with the fenced common line of the said 25.30 acre tract and the said Tract 1 the following courses and distances:

1. South 66°31'07" East, a distance of 368.32 feet, to a metal fence post found;
2. South 70°10'57" East, a distance of 109.86 feet, to a metal fence post found;
3. South 65°35'40" East, a distance of 20.45 feet, to a metal fence post found;
4. South 77°01'20" East, a distance of 98.20 feet, to a metal fence post found;

5. North 74°37'55" East, a distance of 845.63 feet, to a metal fence post found for the Southeast corner of the said 25.30 acre tract, the Northeast corner of the said Tract 1, being in the West right-of-way line of State Highway 95, and marking an exterior corner of the herein described tract;

THENCE, South 10°55'50" East, with the East line of said Tract 1 and the West line of the said State Highway 95, a distance of 2,322.71 feet, to a metal fence post found for the East corner of the said Tract 1, the Northeast corner of a called 9.99 acre tract conveyed in a General Warranty Deed with Vendor's Lien from Jarrod Miles Clark and Melissa Clark to Christopher M. Snow and wife, Cheryl V. Snow, filed February 11, 2015 and recorded in Document No. 201501823 OPRBC, and marking an exterior corner of the herein described tract;

THENCE, North 62°40'19" West, with the fenced common line of the said 9.99 acre tract and the said Tract 1, a distance of 1,069.98 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the North corner of the said 9.99 acre tract, an interior corner of the said Tract 1, and marking an interior corner of the herein described tract;

THENCE, South 27°19'00" West, continuing with the fenced common line of the said 9.99 acre tract and the said Tract 1, a distance of 655.71 feet, to a 1/2 inch iron rod found for the Southwest corner of the said 9.99 acre tract, the South corner of the said Tract 1, said iron rod being in the North line of a called 56.440 acre tract conveyed in a Special Warranty Deed from the Estate of Alvina Sophia Mogonye Zotz, deceased to Patricia A. Scott, filed February 14, 2007 and recorded in Document No. 200702238 OPRBC, and marking an exterior corner of the herein described tract;

THENCE, North 62°49'12" West, with the fenced common line of the said Tract 1 and the said 56.440 acre tract, a distance of 496.66 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Northwest corner of the said 56.440 acre tract, the Northeast corner of the said Tract 5 (called 119.336 acres), and marking an interior corner of the herein described tract;

THENCE, South 22°17'41" West, generally along a fence with the common line of the said 56.440 acre tract and the said Tract 5, a distance of 1,040.43 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Southwest corner of the said 56.440 acre tract, an interior corner of the said Tract 5, and marking an interior corner of the herein described tract;

THENCE, South 62°37'39" East, with the common line of the said 56.440 acre tract and the said Tract 5, a distance of 2,579.61 feet, to a 1/2 inch iron rod found for the Southeast corner of the said 56.440 acre tract, an exterior corner of the said Tract 5, said iron rod being in the curving right-of-way of the aforesaid State Highway 95, and marking an exterior corner of the herein described tract;

THENCE, with said curve to the right, having a radius of 3,646.60, a tangent of 10.76, a delta of 00°20'17", and an arc length of 21.52 feet, whose chord bears South 11°53'23" West, a distance of 21.52 feet, to a 1/2 inch iron rod found for the Southeast corner of the said Tract 5, the Northeast corner of a called 68.423 acre tract conveyed in a Special Warranty Deed from the Estate of Alvina Sophia Mogonye Zotz, deceased to Carolyn Johnette Grove, filed February 14, 2007 and recorded in Document No. 200702239 OPRBC, and marking the Southeast corner of the herein described tract;

THENCE, North 62°43'34" West, with the common line of the said Tract 5, the said 68.423 acre tract, and a called 70.883 acre tract conveyed in a Special Warranty Deed with Vendor's Lien from Elgin Bank of Texas to Kerry Q. Taylor and Desiree E. Taylor, filed July 13, 1992 and recorded in Volume 637, Page 781 of the Deed Records of Bastrop County, Texas (DRBC), a distance of 4,039.10 feet, to a 1/2 inch iron rod found for the Northwest corner of the said 70.833 acre tract, the Northeast corner of the said Tract 4 (called 98.883 acres), and marking an interior corner of the herein described tract;

THENCE, South 26°25'51" West, generally along a fence with the common line of the said 70.883 acre tract and the said Tract 4, a distance of 1,455.12 feet, to a 3/4 inch iron pipe found for the Southeast corner of the said Tract 4, and the Southwest corner of the said 70.883 acre tract, said iron rod being in the North line of a called 84.89 acre tract conveyed in a Warranty Deed from Roger Mogonye and Suzanne Mogonye to RSM Real Estate LP, filed December 3, 2014 and recorded in Document No. 201414714 OPRBC, and marking the South corner of the herein described tract;

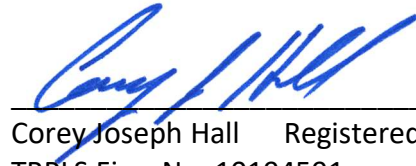
THENCE, North 62°29'09" West, with the common South line of Tract 4 and the North lines of the said 84.89 acre tract and a called 117 acre tract conveyed to Peter Boyd Wells in Volume 107, Page 367 DRBC, a distance of 2,474.58 feet, to a 1/2 iron rod found for the Southwest corner of the said Tract 4, the Southeast corner of a tract conveyed in a Warranty Deed from Judith Ann Lundgren to Michael B. Lundgren and Stacy L. Gonzales, filed March 12, 1996 and recorded in Volume 789, Page 372 of the Official Records of Bastrop County, Texas (ORBC), and marking the Southwest corner of the herein described tract;

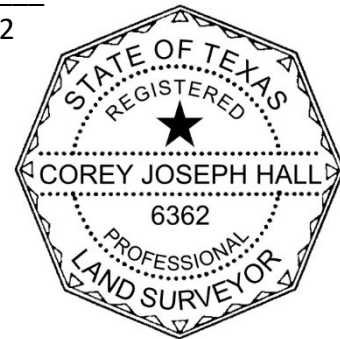
THENCE, North 27°09'26" East, with the West line of the said Tract 4 and the East line of the said Michael Lundgren tract and another tract conveyed in a Warranty Deed from Fred Lundgren, III to Judith Ann Lundgren, filed May 27, 1987 and recorded in Volume 478, Page 9 DRBC, a distance of 746.00 feet, to a 1/2 inch iron rod found for the Northeast corner of the said Judith Lundgren tract, an interior corner of the said Tract 4, and marking an interior corner of the herein described tract;

THENCE, North 62°29'30" West, with the common line of the said Judith Lundgren tract and the said Tract 4, a distance of 983.28 feet, to a 1/2 inch iron rod found for the Northwest corner of the said Judith Lundgren tract, and the West corner of the said Tract 4, said iron rod being in the East line of the aforesaid County Line Road, and marking the West corner of the herein described tract;

THENCE, North 27°10'12" East, with the East line of said road and the West line of said Tract 4, passing at a distance of 772.85 feet, the common West corner of Tract 4 and Tract 5, and continuing for a total distance of 1,071.28 feet, to a 1/2 iron rod found for an interior angle in the West line of Tract 5, and marking an interior corner of the herein described tract;

THENCE, North 27°15'01" East, with the common line of said Tract 5 and said road, passing at a distance of 703.49 feet, the common West corner of the said Tract 5 and the aforesaid Tract 3, passing at a distance of 1,732.75 feet, the common West corner of said Tract 3 and the aforesaid Tract 2, and continuing for a total distance of 3,727.28 feet, to the **PLACE OF BEGINNING**, containing within these metes and bounds 569.717 acres (24,816,887 square feet) of land, more or less.


Corey Joseph Hall Registered Professional Land Surveyor No. 6362
TBPLS Firm No. 10194591



**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 LUND FARM MUNICIPAL UTILITY DISTRICT ("District"), in connection with that certain Consent and Development Agreement (the "Consent Agreement") entered into by and between the CITY OF ELGIN, TEXAS, a home rule city located in Bastrop County, Texas (the "City") and LUND FARM INVESTMENT LLC, a Texas limited liability company ("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 Consent 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 Consent 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 Consent 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 Consent 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 Consent 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 Consent 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 Bastrop 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.

LUND FARM MUNICIPAL UTILITY DISTRICT

By: _____

Name Printed: _____

Title: _____

Secretary

EXHIBIT “C” TO CONSENT AND DEVELOPMENT AGREEMENT
CONCEPT PLAN



SF Product Type	Approx. Yield		Percentage	
35'X120' ALLEY	90	90	4.8%	4.8%
40'X120' ALLEY	118	917	6.4%	49.4%
40'X120' FRONT	799		43.0%	
45' X 120' ALLEY	14	619	0.8%	33.3%
45'X120' FRONT	605		32.6%	
50'X120' FRONT	203	203	10.9%	10.9%
60'X120' FRONT	27	27	1.5%	1.5%
SFTOTAL	± 1,856	± 1,856	100.0%	100.0%
Total Proposed Blocks			85	
Total Proposed Streets			77,710 LF	

Total Site Acreage	569.7 acres	
Multi-Family	+/- 23 ac	± 648 un.
Mixed Use	+/- 23 ac	
FEMA Floodplain	+/- 62.9 ac	
Parkland	+/- 85.8 ac	
Detention	+/- 22.2 ac	

LEGEND

Site Boundary

Amenity



TBG

Lund Farm

exhibit c - concept plan

Elgin, Texas

05 / 31 / 2023

TBG
3232 E Cesar Chavez St.
Bldg 1, Suite 100
Austin, TX 78702

(512) 744 0757
tbpartners.com

The information shown is based on the best information available and is subject to change without notice.



**EXHIBIT “D” TO CONSENT AND DEVELOPMENT AGREEMENT
DESCRIPTION OF LUND ROAD IMPROVEMENTS**

The existing right-of-way for Lund Road is approximately 60 feet. Developer will dedicate public right-of-way to the County for the expansion of Lund Road along the entirety of the Property that abuts Lund Road. The right-of-way dedication shall not exceed forty feet (40') in width (1/2 of a total 80' right of way) and shall be dedicated in phases as subdivision platting of the lands that contain the right-of-way area progresses or as required for the construction of turn lanes. The exact street cross section and improvements that would be provided by the Developer are to be confirmed through negotiations with the City/County based upon the approved Traffic Impact Analysis. However, turn lanes are required at the two (2) street connections and at the two (2) driveway connections associated with the multi-family portion of the development.

**EXHIBIT “E” TO CONSENT AND DEVELOPMENT AGREEMENT
DESCRIPTION OF INTERCEPTOR LINE**

The Wastewater Interceptor Line sizing is identified in the Wastewater Memorandum furnished by the Developer to the City. The costs associated with oversizing the infrastructure beyond what is required for the District will be the responsibility of the City. A visual for the proposed offsite wastewater extension has been attached as part of this Exhibit.



PROJECT: Lund Farms
SUBJECT: Offsite Wastewater Interceptor
CLIENT: Blossom Development
DATE: August 1, 2023
BGE NO.: 10400-00
ATTACHMENTS: A – Concept Plan
B – Offsite Wastewater Interceptor Capacity Calculations
C – Plan View of Offsite Wastewater Interceptor Route
D – Elgin WWTP No.2 Report by TRC (September 2022)

PREPARED BY: Kristal Harris, P.E.

In support of the ongoing discussions regarding wastewater service for the proposed Lund Farms, we have prepared the following summary of calculations and exhibits. Generally, the information presented herein is based on City of Elgin (and TCEQ) design criteria, including assumptions and formulas. The calculations are to be considered preliminary nature and not to be used for construction at this time. We will provide final construction drawings, specifications, calculations, and relevant support documents as the project continues through the various stages of entitlement.

1. Background

Blossom Development has purchased one large tract of land totaling 569.717 acres (the *Project*) located west of SH-95 and east of County Line Road, approximately 1.75 miles north of the intersection with FM 1100, partially in the ETJ of Elgin, Texas. The project is anticipated to contain up to 1,856 new single-family homes, multi-family, mixed-use, a public safety site, an amenity center, pocket parks, and a substantial amount of open space/parkland. A Concept Plan of the Project has been provided in **Exhibit A**. In order to service the development, a new wastewater interceptor is necessary to be designed and constructed from the City's existing infrastructure located with the Harvest Ridge development to the south of the Project. Included herein and attached are supporting calculations in **Exhibit B** and a preliminary route in **Exhibit C** for the proposed wastewater main.

Additionally, Lund Farms will also be responsible for contributing impact charges to the City as a pro rata share of the current expansion planned to its existing wastewater treatment plant.

2. Wastewater Capacity and Sizing

*See **Exhibit B** for calculation details



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
- a. Lund Farms (570 acres): 1,578 gpm PWWF (2,500 LUEs)
Proposed 15" Main (at 0.35% slope) 85% capacity = 1,767 gpm PWWF

3. Wastewater Treatment Plant Expansion (Pro Rata Cost Share)

The City of Elgin is proposing to construct a Wastewater Treatment Plant #2. The Lund Farms development is projected to have an overall capacity need of 0.6125 MGD and will ultimately contribute to the regional, Wastewater Treatment Plant #2. Lund Farms will pay a pro rata share of the wastewater treatment plant improvement costs to the City. The pro rata share of improvement costs will be equivalent to the 0.6125 MGD needs of the development as a percentage of the overall capacity of the Wastewater Treatment Plant #2.

4. Summary

The above information is based on the current conceptual lot count of a maximum 2,500 living unit equivalent connections planned for the Lund Farms project. The assumptions follow typical design practices often recognized by both the City of Austin and/or TCEQ for local District projects. Capacity shares presented can be calculated with more precision as development progresses through design phase entitlements, including current construction costs, available bid information, and to be based on jurisdictionally approved construction plans. Pro rata shares may also be affected by changes to total lot counts that substantially deviate from the benchmarks and assumptions provided herein, and are not to be considered a straight-line interpolation. The engineer should be notified of any changes to the information provided herein and given an opportunity to provide updated calculations, if necessary.

This information is being presented for review and further discussions related to the topics presented. Should you have any question, please feel free to reach me at 512-686-3564 or by e-mail at KHarris@bgeinc.com

Sincerely,

A handwritten signature in blue ink that reads "Kristal L. Harris".

Kristal Harris, P.E.

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Attachment A

Concept Plan

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SF Product Type	Approx. Yield		Percentage	
35'X120' ALLEY	90	90	4.8%	4.8%
40'X120' ALLEY	118	917	6.4%	49.4%
40'X120' FRONT	799		43.0%	
45' X 120' ALLEY	14	619	0.8%	33.3%
45'X120' FRONT	605		32.6%	
50'X120' FRONT	203	203	10.9%	10.9%
60'X120' FRONT	27	27	1.5%	1.5%
SFTOTAL	± 1,856	± 1,856	100.0%	100.0%
Total Proposed Blocks			85	
Total Proposed Streets			77,710 LF	

Total Site Acreage	569.7 acres	
Multi-Family	+/- 23 ac	± 648 un.
Mixed Use	+/- 23 ac	
FEMA Floodplain	+/- 62.9 ac	
Parkland	+/- 85.8 ac	
Detention	+/- 22.2 ac	

LEGEND

Site Boundary

Amenity



TBG

Lund Farm
attachment a
concept plan

Elgin, Texas
05 / 31 / 2023

TBG
3232 E Cesar Chavez St.
Bldg 1, Suite 100
Austin, TX 78702
[512] 744 0757
tbpartners.com

The information shown is based on the best information available and is subject to change without notice.





Attachment B

Offsite Wastewater Interceptor Capacity Calculations



Offsite Wastewater Interceptor Capacity Calculations																	
Line #	From	To	Description	Pipe Diameter (in)	Upstream Slope (%)	Total # of LUEs	F	Peaking Factor	PDWF (gpm)	Total Area (AC)	I/I(gpm)	PWWF (gpm)	Depth of PDWF (in)	PDWF % Full	Depth of PWWF (in)	PWWF % Full	Velocity (FULL, ft/s)
WW-A	Lund Farms	Treatment Location	WW Line A	15	0.35%	2500	425.35	3.01	1280.92	570.00	296.88	1577.79	9.60	63.70%	11.20	74.70%	3.40
LUEs - Refers to the number of Living Unit Equivalents being serviced by the wastewater line																	
"F" is the average dry-weather wastewater flow (ADWF) in gal/min based on 70 gal/day/capita for the service population. In this case, for single-family residential land use, it is 245 gal/day/dwelling unit - (based on City of Austin Utility Criteria Manual 2.9.4)																	
Peaking Factor = $(18+(0.0206 \times F) 0.5)/(4+(0.0206 \times F) 0.5)$ - (based on City of Austin Utilities Criteria Manual 2.9.4.A.4)																	
PDWF = Peak-dry weather flow: PDWF (gal/day) = ADWF (gal/day) * PF - (based on City of Austin Utilities Criteria Manual 2.9.4)																	
Total Area = Area of Project to be serviced by the wastewater line																	
(I/I) = Infiltration flow (gpd): 750 gpd/acre - (based on City of Austin Utilities Criteria Manual 2.9.4.A.3)																	
PWWF = Peak wet-weather flow: PWWF (gal/day) = ADWF x PF + I/I - (based on City of Austin Utilities Criteria Manual 2.9.4.A.4)																	
Depth of PDWF = Test to ensure that PDWF does not exceed pipe capacity																	
PDWF % Full = Tested in FlowMaster to ensure that PDWF pipe capacity does not exceed 65% - (based on City of Austin Utilities Criteria Manual 2.9.4.B.2.a)																	
Depth of PWWF = Tested in FlowMaster to ensure that PDWF does not exceed pipe capacity																	
PWWF % Full = Tested in FlowMaster to ensure that PWWF pipe capacity does not exceed 85% - (based on City of Austin Utilities Criteria Manual 2.9.4.B.2.a)																	
Velocity = Tested in FlowMaster to ensure that the PDWF has a minimum velocity of 2 ft/s - (based on City of Austin Utilities Criteria Manual 2.9.4.B.3)																	





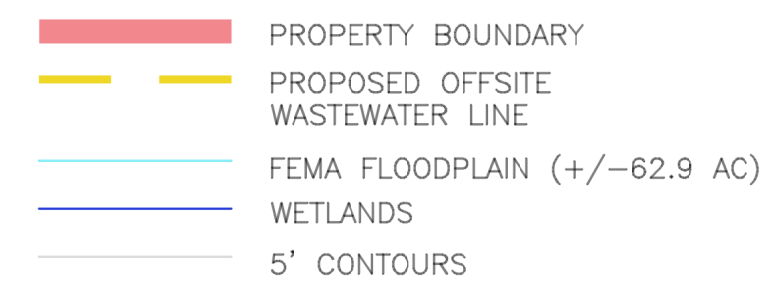
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Attachment C

Plan View of Offsite Wastewater Interceptor Route



NOTE:
THE BOUNDARY OF WATERWAY BUFFER ZONES SHALL
COINCIDE WITH THE BOUNDARIES OF THE FULLY DEVELOPED
100-YEAR FLOODPLAIN AS MODIFIED BY ANY PROPOSED
IMPROVEMENTS. THE FULLY DEVELOPED 100-YEAR
FLOODPLAIN WILL BE ESTABLISHED BY AN ENGINEERING
STUDY REVIEWED AND APPROVED BY STAFF.

	LUND ROAD FARMS DEVELOPMENT & CONSENT AGREEMENT		DESIGNED BY:	△	
			REVIEWED BY:	△	
			DRAWN BY:	△	
			 BROWN & GAY ENGINEERS, INC. 7000 NORTH MOPAC, SUITE 330 AUSTIN, TX 78731 TBP# Registration No. F-1046 TEL: 512-679-0400 www.browngay.com	△	
				REV	
				DESCRIPTION	
				DATE	APR



Attachment D

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

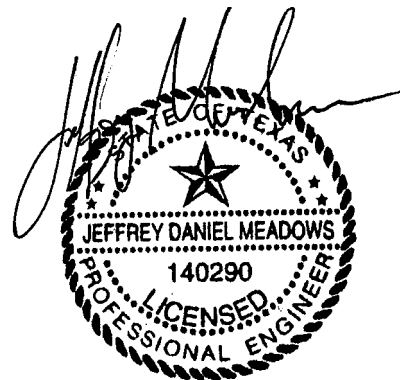


CITY OF ELGIN

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

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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 existing 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:

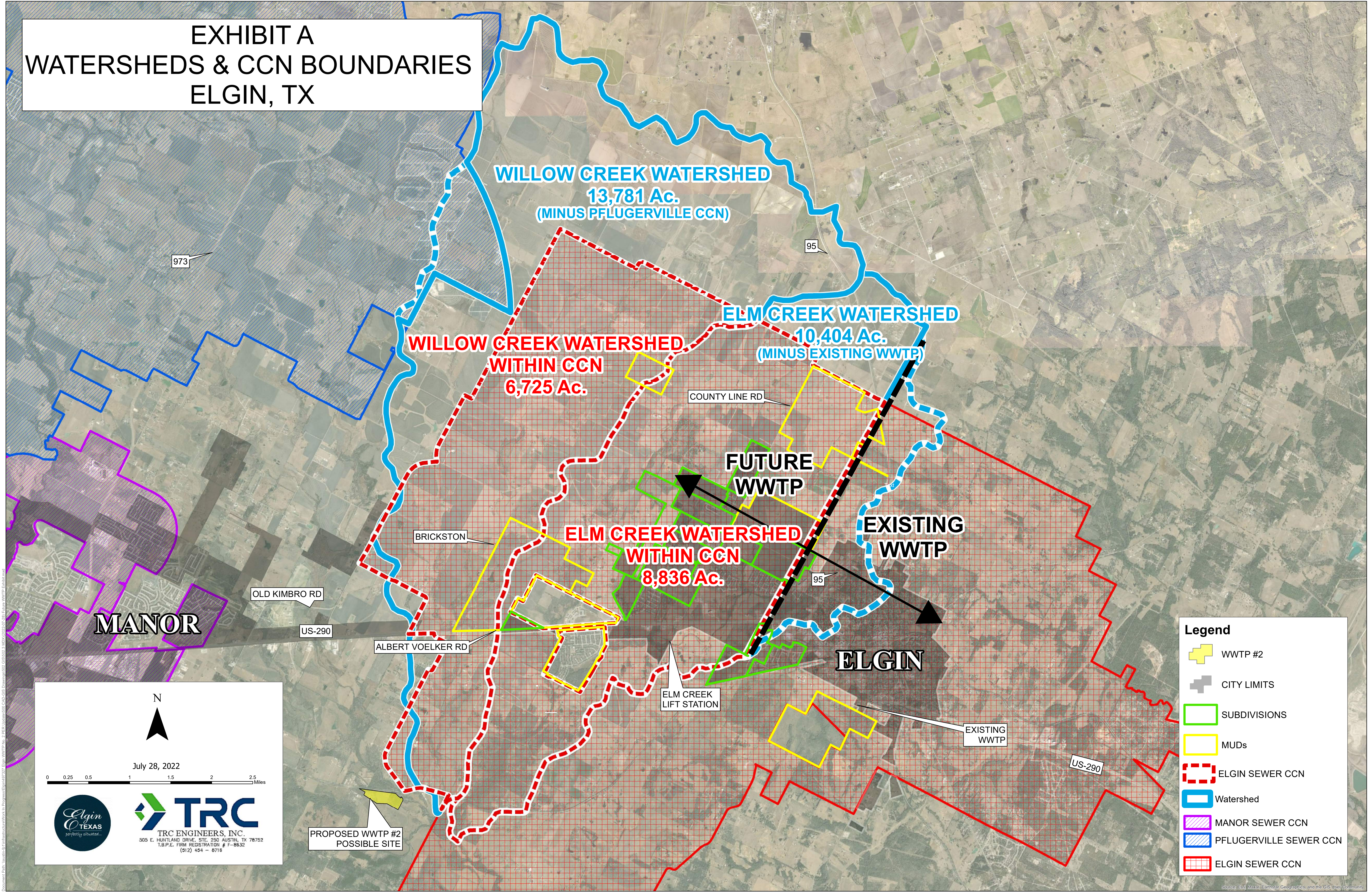
Table 6.1
Construction Scenarios to Satisfy Wastewater Projections

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.

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

PROPOSED WWTP #2
POSSIBLE SITE

Exhibit B

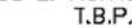
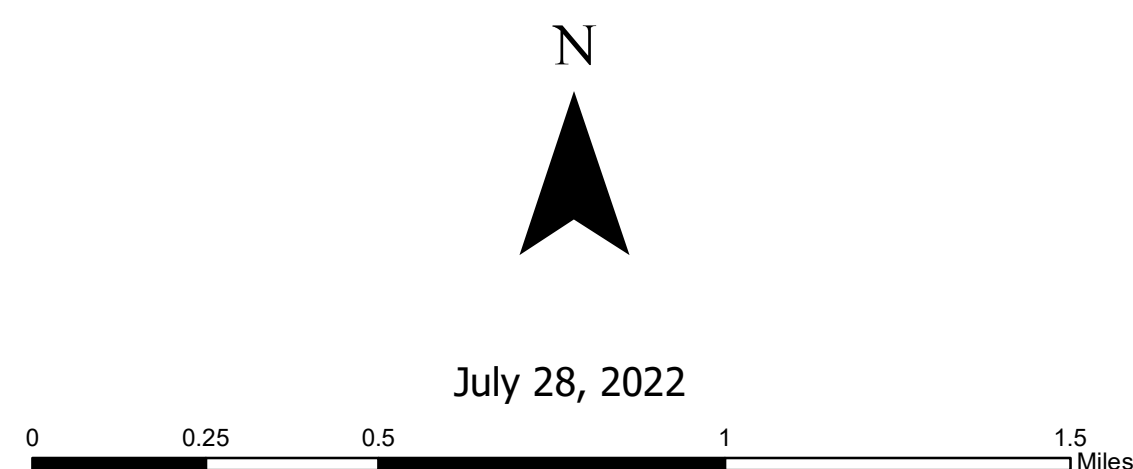
EXHIBIT B
RESIDENTIAL DEVELOPMENTS AND LOTS
ELGIN, TX

An aerial photograph showing a river winding through a landscape of fields and some developed areas. The text 'WILLOW CREEK WATERSHED' is written in large, bold, blue capital letters with a white outline. Below it, '13,781 Ac.' is written in a similar style but smaller.

WILLOW CREEK WATERSHED
13,781 Ac.



ELMER CREEK WATERSHED
10,404 Ac.



TRC
TRC ENGINEERS, INC.
 505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX 7875
 T.B.P.E. FIRM REGISTRATION # F-8632
 (512) 454 - 8716

- ## 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.....2000 LOTS* |
|  | POTH TRACT.....106 LOTS |
|  | RAILHEAD.....229 LOTS |
|  | STONE CREEK RANCH.....407 UNITS |
|  | WATERSHED |
- * ESTIMATED BY DEVELOPERS
- ** DEVELOPMENT AGREEMENT

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

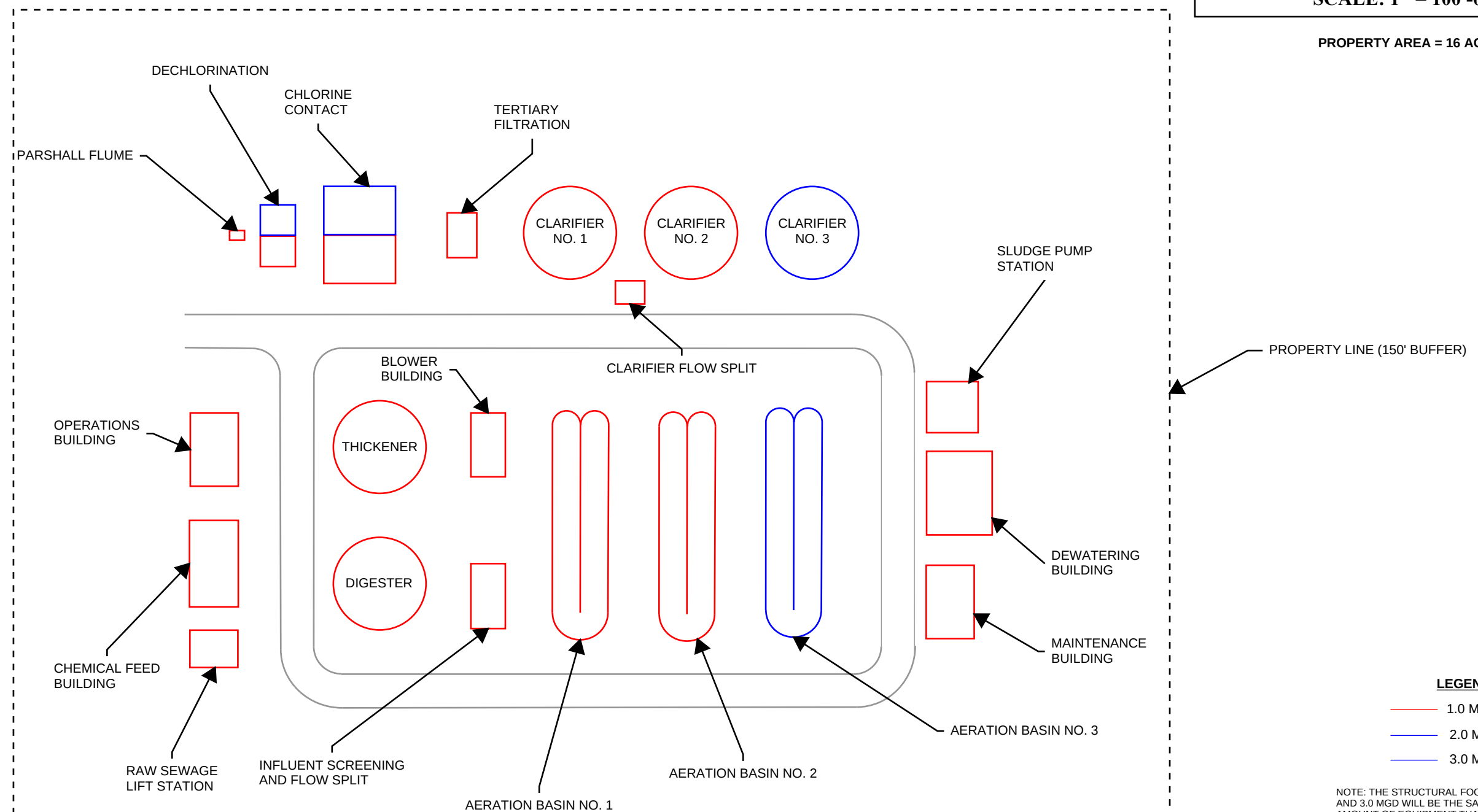
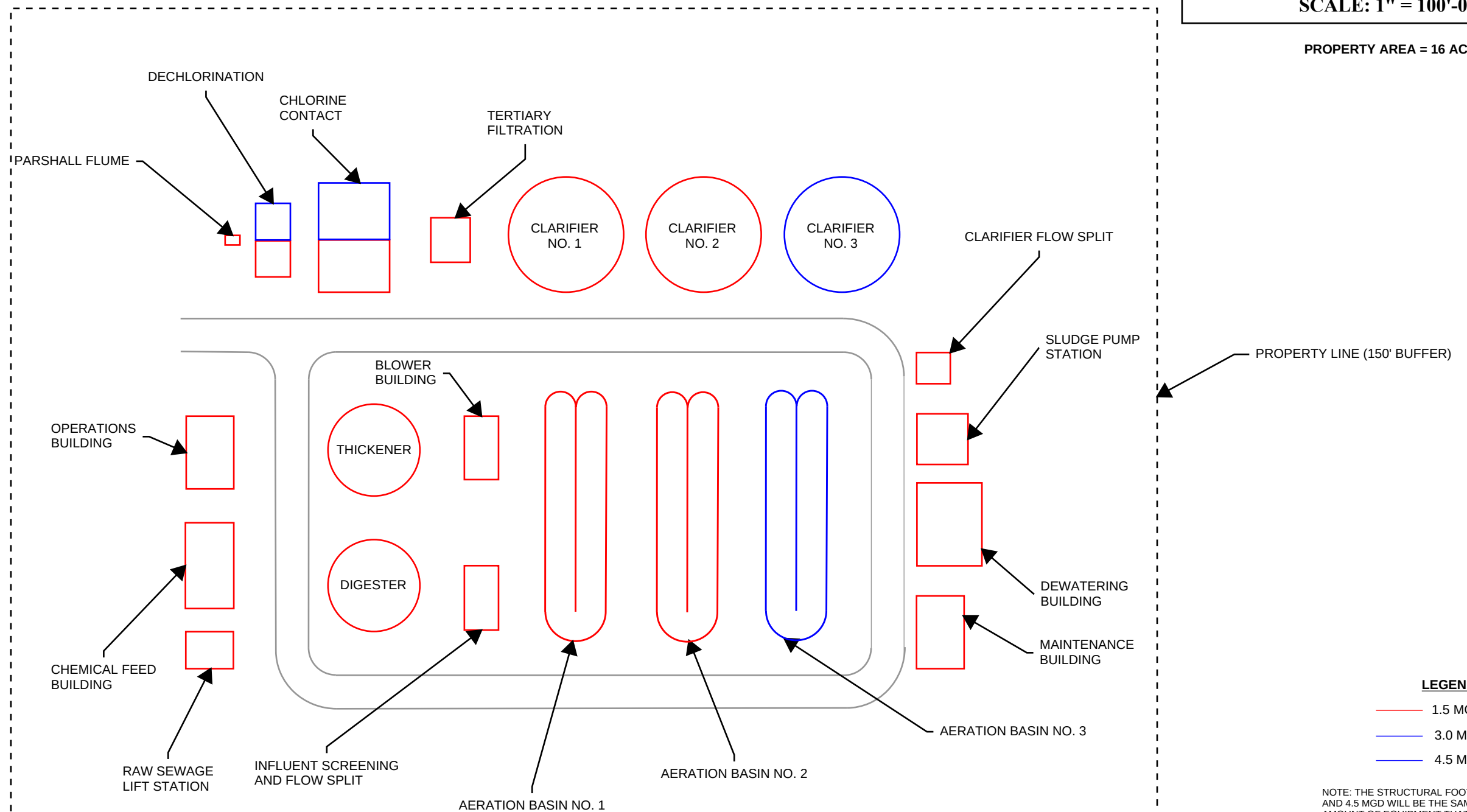


Exhibit D

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

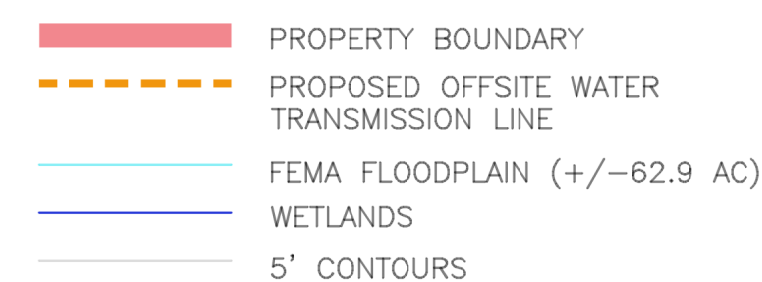
PROPERTY AREA = 16 ACRES

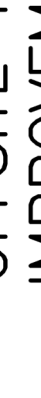


**EXHIBIT “F” TO CONSENT AND DEVELOPMENT AGREEMENT
DESCRIPTION OF WATER PROJECT**

1. The EST shall be located on the EST Site as shown in Exhibit “G”.
2. The Offsite Water Transmission Line will connect to Eagles Landing and run north along County Line Road to tie into the proposed development. Additionally, the Offsite Transmission Line will connect the District back south to an existing City water line along SH-95, if needed, as shown in the exhibit. The opportunity for the City to oversize any infrastructure is as described in the Development Agreement.

See Attached Diagram depicting the location and size of the Offsite Water Transmission Line.



		LUND ROAD FARMS DEVELOPMENT & CONSENT AGREEMENT	 BROWN & GAY ENGINEERS, INC. 7060 NORTH MOPAC, SUITE 330 AUSTIN, TX 78731 TBEF Registration No. F-1046 TEL: 512-879-9400 www.browngay.com	DESIGNED BY:	△		
				EXHIBIT F – OFFSITE TRANSMISSION LINE IMPROVEMENTS	REVIEWED BY:	△	
					DRAWN BY:	△	
					REV		
					DESCRIPTION		
					DATE	APR	

LUND FARMS SUBDIVISION

ELGIN, TEXAS

WATER DISTRIBUTION MODEL

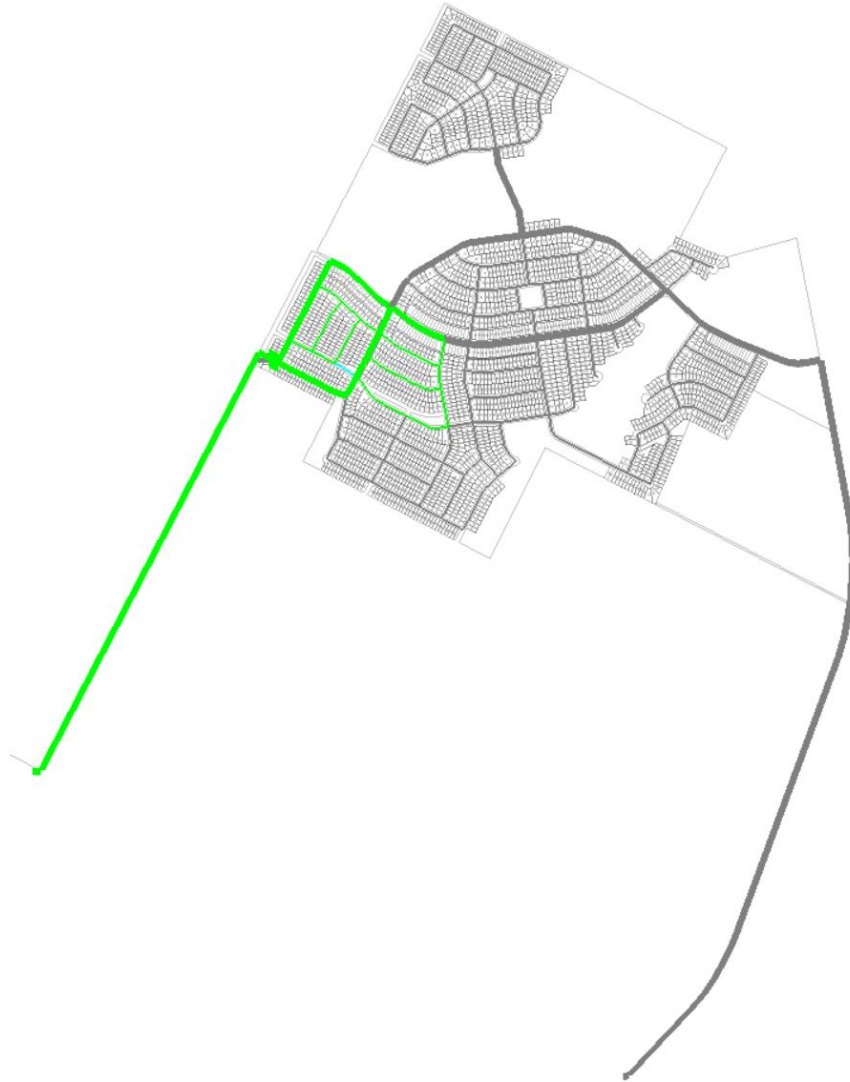
MAY 2023



7000 North Mopac, Suite 330
Austin, Texas 78731
Firm No. F-1046 • 512-879-0400
www.browngay.com

Water service for the Lund Farms Subdivision is to be provided by the City of Elgin water distribution system. As part of the project, the existing 12-inch water main which runs along County Line Road is to be extended approximately 6,000 ft to the north to service the subject tract. According to the WaterGEMs model results, 371 LUEs can be served via the proposed 12-inch line while maintaining adequate water flow and pressure. In order to serve the remainder of the subdivision, a water tank will need to be built in order to serve the remainder of the site. Three scenarios were analyzed: average day, peak hour, and peak day with fire. Demands for each scenario were analyzed per the City of Austin Utility Criteria Manual. Results of the model show that sufficient flow is available in all conditions, at below maximum velocity and above minimum pressure in all pipes (per City of Austin UCM requirements).

WATERGEMS MODEL



Fire Hydrant Flow Test Report

Test Date: 12/13/2022, 1205 hrs.

Location: Eagles Landing, Elgin, TX 78621

Test Hydrant: across from 18821 Golden Eagle Way
Hydrant ID: 2003 AD B84B
GPS: 30.372615/ -97.399660

Flow Hydrant: 14313 Gurney's Eagle Dr
Hydrant ID: 2003 AD B84B
GPS: 30.372992/ -97.400440

Flow Data

SIZE OPENING: 2.5
COEFFICIENT: 0.9
PITOT READING: 48
GPM: 1163

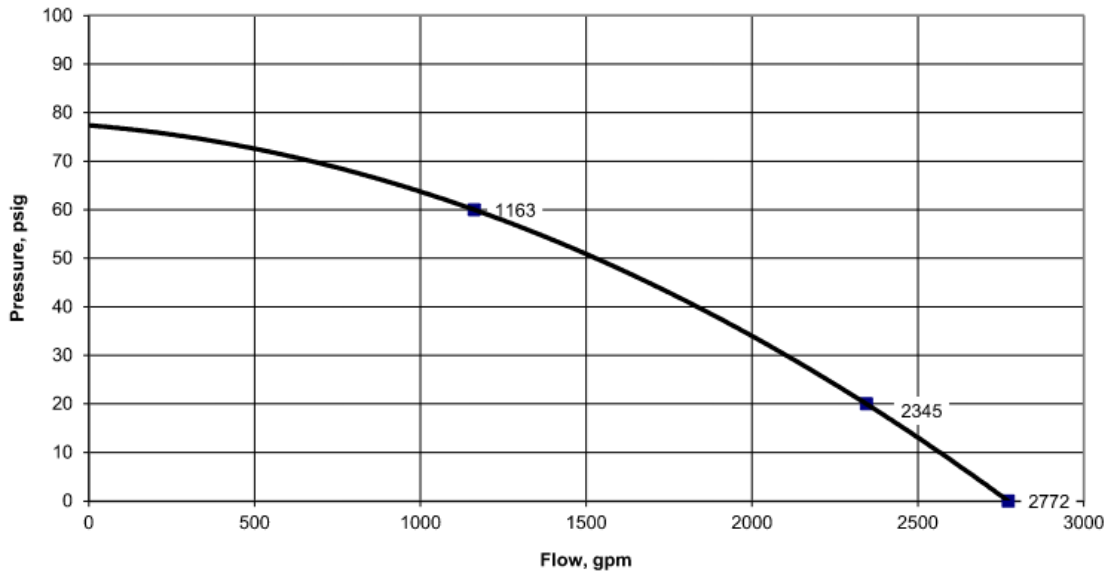
TOTAL FLOW DURING TEST: 1163 GPM

STATIC READING: 75 PSI

RESIDUAL: 60 PSI

Predicted flow: at 20 psi residual --- 2345 GPM at 0 psi residual --- 2772 GPM

Remarks:



All equipment was left in operational condition upon completion of testing.
Capital Hydrant certifies the test results only on the date and time listed above.

Average Day Demand - Pipes

Label	Start Node	Stop Node	Diameter (in)	Hazen-Williams C	Flow (gpm)	Velocity (ft/s)	Length (Scaled) (ft)	Pressure (Start) (psi)	Pressure (Stop) (psi)
P-11	R-1	PMP-1	12	110	180	0.51	37	0	0
P-12	PMP-1	Label	12	110	180	0.51	71	74	74
P-193	P-76	P-85	12	110	180	0.51	131	67	68
P-194	P-85	P-67	16	110	180	0.29	122	68	69
P-66	P-67	P-83	12	110	98	0.28	296	69	69
P-71	P-83	P-171	12	110	56	0.16	724	69	67
P-83	P-71	P-74	12	110	36	0.1	289	69	67
P-175	P-171	P-66	12	110	34	0.1	328	67	70
P-67	P-83	P-194	8	110	33	0.21	296	69	71
P-5(1)(1)	P-69	P-72	12	110	25	0.07	733	64	68
P-84	P-74	P-80	12	110	16	0.04	300	67	65
P-68	P-194	P-193	8	110	15	0.1	302	71	71
P-72	P-171	P-84	8	110	14	0.09	350	67	69
P-85	P-175	P-5(1)(1)	8	110	13	0.08	260	69	69
P-74	P-84	P-81	8	110	13	0.08	291	69	67
P-81	P-80	P-175	8	110	12	0.08	815	65	69
P-76	P-81	P-80	8	110	10	0.07	279	67	65
P-171	P-5(1)(1)	P-68	8	110	8	0.05	460	69	68
P-80	P-80	P-69	12	110	7	0.02	341	65	64
P-69	P-193	P-71	8	110	-1	0	301	71	69
P-62	P-68	P-12	8	110	-5	0.03	528	68	72
P-75	P-81	P-193	8	110	-6	0.04	602	67	71
P-73	P-84	P-194	8	110	-8	0.05	689	69	71
P-86	P-5(1)(1)	P-74	8	110	-14	0.09	967	69	67
P-178	P-175	P-72	8	110	-14	0.09	327	69	68
P-170	P-12	P-71	8	110	-18	0.12	760	72	69
P-10(1)	P-69	P-66	12	110	-30	0.08	904	64	70
P-70	P-71	P-11	12	110	-60	0.17	245	69	72
P-65	P-11	P-67	12	110	-75	0.21	896	72	69
P-10(2)(2)	P-76	Label	12	110	-180	0.51	5,541	67	74

Average Day Demand - Nodes

Label	LUE	Elevation (ft)	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
J-2	0	545	0	716.15	74
J-48	30	550	15	715.3	72
J-47	26	550	13	715.29	72
J-52	20	550.2	10	715.3	71
J-51	20	550.8	10	715.3	71
J-60	9	553.9	4	715.3	70
J-53	11	554.7	5	715.3	69
J-50	19	555	9	715.31	69
J-61	27	555	13	715.29	69
J-49	15	555.5	7	715.33	69
J-65	39	555.6	19	715.29	69
J-55	18	556.6	9	715.3	69
J-46	27	557.1	13	715.28	68
J-62	23	557.5	11	715.29	68
J-9	0	558	0	715.33	68
J-64	15	559.4	7	715.29	67
J-56	17	559.7	8	715.3	67
J-145	0	560	0	715.35	67
J-54	17	560.7	8	715.3	67
J-57	13	564.4	6	715.29	65
J-3	25	568	12	715.29	64
TOTAL	371				

Peak Day w/ Fire Demand - Pipes

Label	Start Node	Stop Node	Diameter (in)	Hazen-Williams C	Flow (gpm)	Velocity (ft/s)	Length (Scaled) (ft)	Pressure (Start) (psi)	Pressure (Stop) (psi)
P-11	R-1	PMP-1	12	110	478	1.36	37	0	0
P-12	PMP-1	Label	12	110	478	1.36	71	72	72
P-193	P-76	P-85	12	110	478	1.36	131	63	64
P-194	P-85	P-67	16	110	478	0.76	122	64	65
P-66	P-67	P-83	12	110	260	0.74	296	65	65
P-71	P-83	P-171	12	110	149	0.42	724	65	63
P-83	P-71	P-74	12	110	97	0.27	289	65	63
P-175	P-171	P-66	12	110	91	0.26	328	63	66
P-67	P-83	P-194	8	110	87	0.55	296	65	67
P-5(1)(1)	P-69	P-72	12	110	67	0.19	733	59	64
P-84	P-74	P-80	12	110	41	0.12	300	63	61
P-68	P-194	P-193	8	110	40	0.26	302	67	67
P-72	P-171	P-84	8	110	36	0.23	350	63	64
P-85	P-175	P-5(1)(1)	8	110	35	0.22	260	65	65
P-74	P-84	P-81	8	110	34	0.21	291	64	63
P-81	P-80	P-175	8	110	33	0.21	815	61	65
P-76	P-81	P-80	8	110	28	0.18	279	63	61
P-171	P-5(1)(1)	P-68	8	110	20	0.13	460	65	64
P-80	P-80	P-69	12	110	19	0.06	341	61	59
P-69	P-193	P-71	8	110	-1	0.01	301	67	65
P-62	P-68	P-12	8	110	-14	0.09	528	64	67
P-75	P-81	P-193	8	110	-16	0.1	602	63	67
P-73	P-84	P-194	8	110	-21	0.13	689	64	67
P-86	P-5(1)(1)	P-74	8	110	-36	0.23	967	65	63
P-178	P-175	P-72	8	110	-37	0.24	327	65	64
P-170	P-12	P-71	8	110	-48	0.31	760	67	65
P-10(1)	P-69	P-66	12	110	-79	0.23	904	59	66
P-70	P-71	P-11	12	110	-160	0.45	245	65	67
P-65	P-11	P-67	12	110	-199	0.56	896	67	65
P-10(2)(2)	P-76	Label	12	110	-478	1.36	5,541	63	72

FIRE FLOW RESULTS

Label	Satisfies Fire Flow Constraints?	Fire Flow Status	Fire Flow (Needed) (gpm)	Fire Flow (Available) (gpm)	Flow (Total Needed) (gpm)	Velocity of Maximum Pipe (ft/s)	Flow (Total Available) (gpm)	Pressure (Residual Lower Limit) (psi)	Pressure (Calculated Residual) (psi)
J-2	TRUE	Passed	1,000	1,558	1,000	5.78	1,558	20	32
J-46	TRUE	Passed	1,000	1,052	1,035	4.34	1,087	20	22
J-57	TRUE	Passed	1,000	1,051	1,017	4.34	1,067	20	22
J-56	TRUE	Passed	1,000	1,054	1,022	4.35	1,076	20	23
J-54	TRUE	Passed	1,000	1,055	1,022	4.35	1,077	20	23
J-65	TRUE	Passed	1,000	1,052	1,050	4.34	1,102	20	24
J-64	TRUE	Passed	1,000	1,052	1,019	4.34	1,071	20	24
J-62	TRUE	Passed	1,000	1,049	1,030	4.33	1,079	20	24
J-47	TRUE	Passed	1,000	1,053	1,034	4.34	1,086	20	24
J-145	TRUE	Passed	1,000	1,077	1,000	4.41	1,077	20	24
J-55	TRUE	Passed	1,000	1,055	1,023	4.35	1,078	20	24
J-61	TRUE	Passed	1,000	1,051	1,035	4.34	1,086	20	25
J-9	TRUE	Passed	1,000	1,069	1,000	4.39	1,069	20	24
J-49	TRUE	Passed	1,000	1,067	1,019	4.38	1,087	20	26
J-50	TRUE	Passed	1,000	1,060	1,024	4.36	1,085	20	26
J-53	TRUE	Passed	1,000	1,054	1,014	4.35	1,068	20	26
J-60	TRUE	Passed	1,000	1,053	1,012	4.34	1,064	20	26
J-51	TRUE	Passed	1,000	1,057	1,026	4.35	1,083	20	27
J-52	TRUE	Passed	1,000	1,055	1,026	4.35	1,081	20	27
J-48	TRUE	Passed	1,000	1,056	1,039	4.35	1,094	20	28
J-3	TRUE	Passed	1,000	1,048	1,032	4.33	1,080	20	20

Peak Day w/ Fire Demand - Nodes

Label	LUE	Elevation (ft)	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
J-2	0	545	0	710.58	72
J-48	30	550	39	705.4	67
J-47	26	550	34	705.31	67
J-52	20	550.2	26	705.37	67
J-51	20	550.8	26	705.39	67
J-60	9	553.9	12	705.39	66
J-53	11	554.7	14	705.37	65
J-50	19	555	24	705.47	65
J-61	27	555	35	705.32	65
J-49	15	555.5	19	705.56	65
J-65	39	555.6	50	705.31	65
J-55	18	556.6	23	705.38	64
J-46	27	557.1	35	705.3	64
J-62	23	557.5	30	705.34	64
J-9	0	558	0	705.58	64
J-64	15	559.4	19	705.36	63
J-145	0	560	0	705.7	63
J-56	17	559.7	22	705.37	63
J-54	17	560.7	22	705.4	63
J-57	13	564.4	17	705.36	61
J-3	25	568	32	705.36	59
TOTAL	371				

Peak Hour Demand - Pipes

Label	Start Node	Stop Node	Diameter (in)	Hazen-Williams C	Flow (gpm)	Velocity (ft/s)	Length (Scaled) (ft)	Pressure (Start) (psi)	Pressure (Stop) (psi)
P-11	R-1	PMP-1	12	110	812	2.3	37	0	0
P-12	PMP-1	Label	12	110	812	2.3	71	67	67
P-193	P-76	P-85	12	110	812	2.3	131	55	55
P-194	P-85	P-67	16	110	812	1.3	122	55	56
P-66	P-67	P-83	12	110	442	1.25	296	56	57
P-71	P-83	P-171	12	110	253	0.72	724	57	54
P-83	P-71	P-74	12	110	164	0.46	289	57	55
P-175	P-171	P-66	12	110	154	0.44	328	54	57
P-67	P-83	P-194	8	110	147	0.94	296	57	58
P-5(1)(1)	P-69	P-72	12	110	113	0.32	733	51	55
P-84	P-74	P-80	12	110	70	0.2	300	55	52
P-68	P-194	P-193	8	110	68	0.44	302	58	59
P-72	P-171	P-84	8	110	61	0.39	350	54	56
P-85	P-175	P-5(1)(1)	8	110	59	0.38	260	56	56
P-74	P-84	P-81	8	110	57	0.36	291	56	54
P-81	P-80	P-175	8	110	55	0.35	815	52	56
P-76	P-81	P-80	8	110	47	0.3	279	54	52
P-171	P-5(1)(1)	P-68	8	110	35	0.22	460	56	56
P-80	P-80	P-69	12	110	33	0.09	341	52	51
P-69	P-193	P-71	8	110	-2	0.01	301	59	57
P-62	P-68	P-12	8	110	-24	0.16	528	56	59
P-75	P-81	P-193	8	110	-27	0.17	602	54	59
P-73	P-84	P-194	8	110	-35	0.22	689	56	58
P-86	P-5(1)(1)	P-74	8	110	-61	0.39	967	56	55
P-178	P-175	P-72	8	110	-63	0.4	327	56	55
P-170	P-12	P-71	8	110	-81	0.52	760	59	57
P-10(1)	P-69	P-66	12	110	-135	0.38	904	51	57
P-70	P-71	P-11	12	110	-271	0.77	245	57	59
P-65	P-11	P-67	12	110	-337	0.96	896	59	56
P-10(2)(2)	P-76	Label	12	110	-812	2.3	5,541	55	67

Peak Hour Demand - Nodes

Label	LUE	Elevation (ft)	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
J-2	0	545	0	699.45	67
J-48	30	550	66	685.66	59
J-47	26	550	57	685.4	59
J-52	20	550.2	44	685.58	59
J-51	20	550.8	44	685.64	58
J-60	9	553.9	20	685.62	57
J-53	11	554.7	24	685.58	57
J-50	19	555	42	685.85	57
J-49	15	555.5	33	686.07	56
J-61	27	555	59	685.45	56
J-65	39	555.6	85	685.41	56
J-55	18	556.6	39	685.6	56
J-46	27	557.1	59	685.39	56
J-9	0	558	0	686.14	55
J-62	23	557.5	50	685.49	55
J-145	0	560	0	686.45	55
J-64	15	559.4	33	685.55	55
J-56	17	559.7	37	685.57	54
J-54	17	560.7	37	685.65	54
J-57	13	564.4	28	685.54	52
J-3	25	568	55	685.54	51
TOTAL	371				

**EXHIBIT “G” TO CONSENT AND DEVELOPMENT AGREEMENT
EST SITE**



SF Product Type	Approx. Yield		Percentage	
35'X120' ALLEY	90	90	4.8%	4.8%
40'X120' ALLEY	118	917	6.4%	49.4%
40'X120' FRONT	799		43.0%	
45' X 120' ALLEY	14	619	0.8%	33.3%
45'X120' FRONT	605		32.6%	
50'X120' FRONT	203	203	10.9%	10.9%
60'X120' FRONT	27	27	1.5%	1.5%
SFTOTAL	± 1,856	± 1,856	100.0%	100.0%
Total Proposed Blocks			85	
Total Proposed Streets			77,710 LF	

Total Site Acreage	569.7 acres	
Multi-Family	+/- 23 ac	± 648 un.
Mixed Use	+/- 23 ac	
FEMA Floodplain	+/- 62.9 ac	
Parkland	+/- 85.8 ac	
Detention	+/- 22.2 ac	

LEGEND

Site Boundary

Amenity

ELEVATED STORAGE
TANK SITE
ELEVATION = +/-558



TBG

Lund Farm
exhibit g - est site

Elgin, Texas
05 / 31 / 2023

TBG
3232 E Cesar Chavez St.
Bldg 1, Suite 100
Austin, TX 78702
[512] 744 0757
tbpartners.com

The information shown is based on the best information available and is subject to change without notice.



**EXHIBIT “H” 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 LUND FARM MUNICIPAL UTILITY DISTRICT**

WHEREAS, the City of Elgin ("City") has received a request for its consent to the inclusion of the tract of real property encompassing approximately 569.717 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 Lund Farm 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 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;

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 _____, _____.

Mayor

ATTEST:

City Secretary
(SEAL)

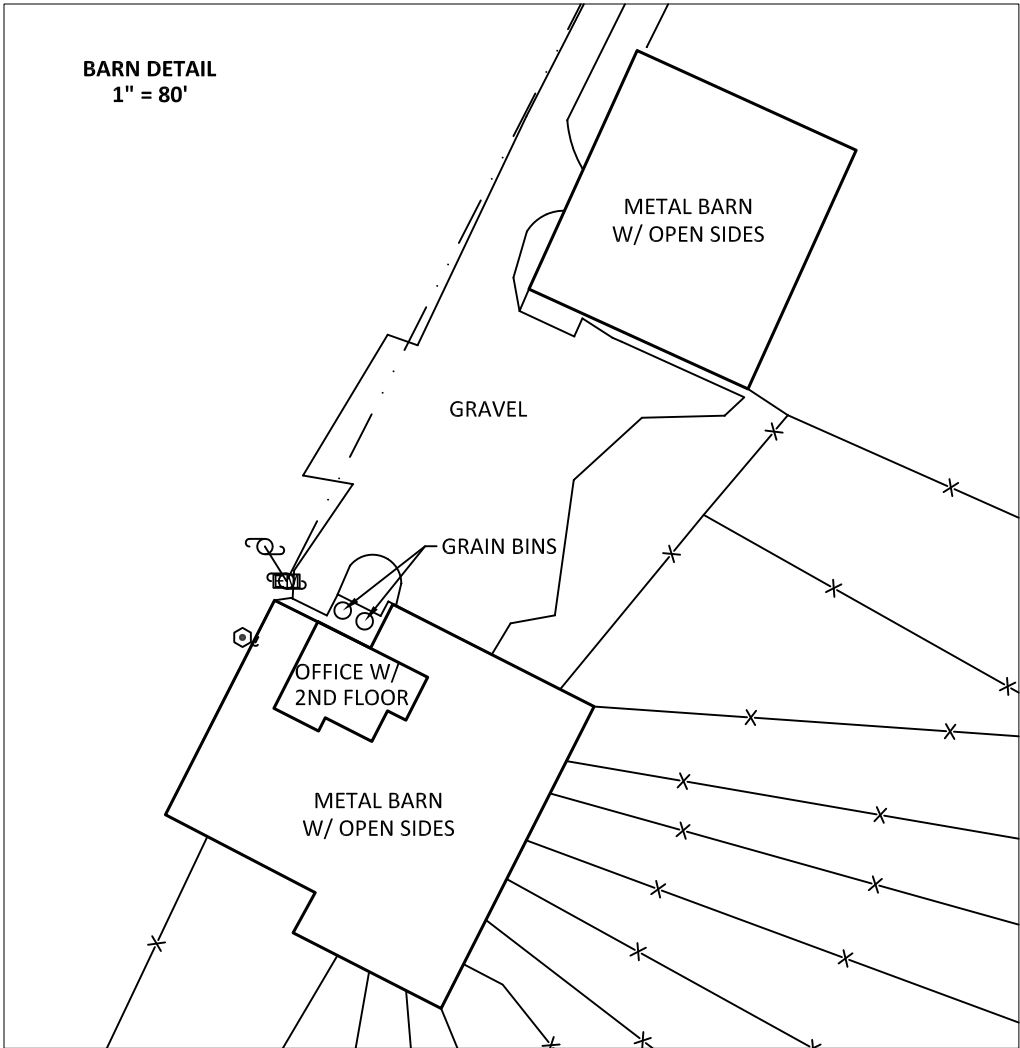
Exhibit “A” to Consent Resolution

Description of Property

NOTES:

1. THIS SURVEY HAS BEEN PREPARED UTILIZING A COMMITMENT FOR TITLE INSURANCE PREPARED BY **HERITAGE TITLE COMPANY OF AUSTIN, INC.**, G.F. NO. **202103847**, EFFECTIVE DATE: **SEPTEMBER 13, 2021**. PARTIES TO THIS TRANSACTION ARE RESPONSIBLE FOR VERIFICATION OF ALL EASEMENTS, COVENANTS AND CONDITIONS WHICH MAY AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD 83.
3. TITLE COMMITMENT SCHEDULE B, ITEM 10
- a. EASEMENT DATED APRIL 21, 1941, GRANTED BY ED PEARSON TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 105, PAGE 437, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- b. EASEMENT DATED APRIL 29, 1947, GRANTED BY JIM MOGONYE AND WIFE, ALVINA MOGONYE, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 124, PAGE 122, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- c. EASEMENT DATED MARCH 12, 1949, GRANTED BY W. C. RIVERS TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 125, PAGE 613, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- d. CHANNEL EASEMENT DATED SEPTEMBER 8, 1956, GRANTED BY JOHN L. NEWSTROM TO THE STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION, RECORDED IN VOLUME 144, PAGE 96, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- e. EASEMENT DATED OCTOBER 15, 1962, GRANTED BY JIM MOGONYE AND WIFE, ALBINA MOGONYE, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 159, PAGE 167, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- f. RIGHT-OF-WAY EASEMENT DATED JULY 9, 1993, GRANTED BY FRED LUNDGREN, JR. TO AQUA WATER SUPPLY CORPORATION, INC., RECORDED IN VOLUME 694, PAGE 59, OFFICIAL RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- g. RIGHT-OF-WAY EASEMENT DATED JULY 9, 1993, GRANTED BY FRED LUNDGREN, JR. TO AQUA WATER SUPPLY CORPORATION, INC., RECORDED IN VOLUME 694, PAGE 60, OFFICIAL RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**

DID NOT RESEARCH OIL, GAS AND MINERAL LEASES



TO: HERITAGE TITLE COMPANY OF AUSTIN, INC.
RE: XIAOZHOU YANG

THE UNDERSIGNED HEREBY CERTIFIES:
THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION ON **AUGUST 28, 2020**, AND IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY SURVEY, THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT; THE SIZE, LOCATION AND TYPE OF BUILDINGS ARE AS SHOWN, ALL IMPROVEMENTS BEING WITHIN THE BOUNDARIES OF THE PROPERTY, AND SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

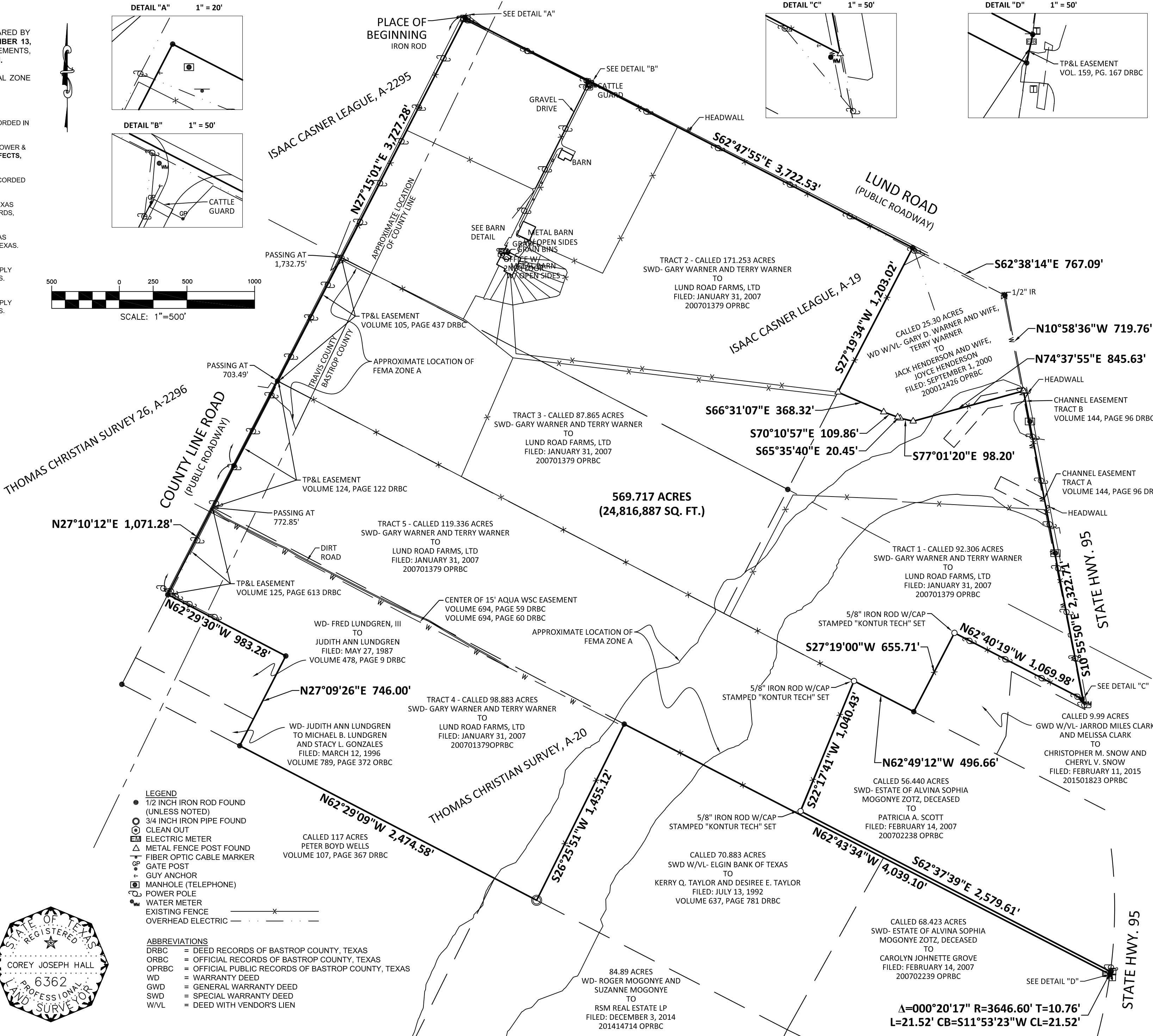
ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR BASTROP COUNTY, TEXAS, COMMUNITY PANEL NUMBERS **48021C0025E** & **48021C0050E**, EFFECTIVE **JANUARY 19, 2006**, AND TRAVIS COUNTY, TEXAS COMMUNITY PANEL NUMBER **48453C0320H**, EFFECTIVE **SEPTEMBER 26, 2008**, THE SUBJECT TRACT IS LOCATED IN ZONES "X & A", WHICH IN THIS CASE IS **PARTIALLY** LOCATED IN A SPECIAL FLOOD HAZARD AREA.

Corey J. Hall
COREY J. HALL, RPLS
TEXAS REGISTRATION NO. 6362



- LEGEND
- 1/2 INCH IRON ROD FOUND (UNLESS NOTED)
 - 3/4 INCH IRON PIPE FOUND
 - ELECTRIC METER
 - METAL FENCE POST FOUND
 - FIBER OPTIC CABLE MARKER
 - GATE POST
 - GUY ANCHOR
 - MANHOLE (TELEPHONE)
 - POWER POLE
 - WATER METER
 - EXISTING FENCE
 - OVERHEAD ELECTRIC

- ABBREVIATIONS
- DRBC = DEED RECORDS OF BASTROP COUNTY, TEXAS
 - ORBC = OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS
 - OPRBC = OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS
 - WD = WARRANTY DEED
 - GWD = GENERAL WARRANTY DEED
 - SWD = SPECIAL WARRANTY DEED
 - W/VL = DEED WITH VENDOR'S LIEN



LAND TITLE SURVEY

BEING A 569.717 ACRE (24,816,887 SQUARE FEET) TRACT OF LAND OUT OF THE ISAAC CASNER LEAGUE, A-19 AND THOMAS CHRISTIAN SURVEY, A-2296, LOCATED IN BASTROP COUNTY, TEXAS, AND OUT OF THE ISAAC CASNER LEAGUE, A-2295 AND THOMAS CHRISTIAN SURVEY, A-2296, LOCATED IN TRAVIS COUNTY, TEXAS, SAID 569.717 ACRE TRACT BEING ALL OF TRACTS 1-5 AS CONVEYED IN A SPECIAL WARRANTY DEED FROM GARY WARNER AND TERRY WARNER TO LUND ROAD FARMS, LTD, FILED JANUARY 31, 2007 AND RECORDED IN DOCUMENT NO. 200701379 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY (OPRBC),

NO.	DATE	REVISIONS	BY	DRAWN BY:	CJH
1	10/13/20	LABELED EASEMENTS/ROADWAYS	CJH	CHECKED BY:	CJH
2	10/4/21	UPDATE TITLE	BRC	DATE:	08/28/20
				SCALE:	1" = 500'
				JOB NO.:	4040.001



26 WOODLAND LANE, ROUND ROCK, TEXAS 78664
TELEPHONE: (512) 360-0012 WWW.KON-TECH.COM
TX SURVEYING FIRM #10194591 TX ENGINEERING FIRM # F-21974

THE STATE OF TEXAS§
COUNTIES OF BASTROP & TRAVIS§

Being a 569.717 acre (24,816,887 square feet) tract of land out of the ISAAC CASNER LEAGUE, A-19 and THOMAS CHRISTIAN SURVEY, A-20, located in Bastrop County, Texas, and out of the ISAAC CASNER SURVEY No. 30, A-2295 and THOMAS CHRISTIAN SURVEY No. 26, A-2296, located in Travis County, Texas, said 569.717 acre tract as conveyed in a Special Warranty Deed from Gary Warner, Trustee of the Lund Road Farms Management Trust, General Partner of Lund Road Farms, Ltd. to Philip Boghosian, as Trustee of the Philip Boghosian Living Trust, Boghosian Raisin Packing Company, Inc., a California corporation, Howard A. Sagaser Earmarked Account of Sagaser, Watkins and Wieland PC 401(k) Plan, and TWR 183 Land, LLC, a Texas limited liability company, dated January 20, 2021 and recorded in Document No. 202101359 of the Official Public Records of Bastrop County (OPRBC), and Document No. 2021015475 of the Official Public Records of Travis County, (OPRTC), and said 569.717 acres being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on August 28, 2020. All bearings and distances shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83, said 569.717 acre tract being more fully described as follows:

BEGINNING at a 1/2 inch iron rod found for the North corner of the said Tract 2 (called 171.253 acres) at the intersection of the South line of Lund Road and the East line of County Line Road, said iron rod marking the North corner of the herein described tract;

THENCE, South 62°47'55" East, with the South line of Lund Road and the North line of the said Tract 2, a distance of 3,722.53 feet, to a 1/2 iron rod found for the Northeast corner of the said Tract 2, the Northwest corner of a called 25.30 acre tract conveyed in a Warranty Deed with Vendor's Lien from Gary D. Warner and wife, Terry Warner to Jack Henderson and wife, Joyce Henderson, filed September 1, 2000 and recorded in Document No. 200012426 OPRBC, and being the Northeast corner of the said Tract 2 from which a 1/2 iron rod found for the Northeast corner of the 25.30 acre tract bears South 62°38'14" East, a distance of 767.09 feet;

THENCE, South 27°19'34" West, with the fenced East line of the said Tract 2 and the West line of the said 25.30 acre tract, a distance of 1,203.02 feet, to a metal fence post found for the Southwest corner of the said 25.30 acre tract, the Northwest corner of the said Tract 1 (called 92.306 acres), and being an interior corner of the herein described tract;

THENCE, with the fenced common line of the said 25.30 acre tract and the said Tract 1 the following courses and distances:

1. South 66°31'07" East, a distance of 368.32 feet, to a metal fence post found;
2. South 70°10'57" East, a distance of 109.86 feet, to a metal fence post found;
3. South 65°35'40" East, a distance of 20.45 feet, to a metal fence post found;
4. South 77°01'20" East, a distance of 98.20 feet, to a metal fence post found;

5. North 74°37'55" East, a distance of 845.63 feet, to a metal fence post found for the Southeast corner of the said 25.30 acre tract, the Northeast corner of the said Tract 1, being in the West right-of-way line of State Highway 95, and marking an exterior corner of the herein described tract;

THENCE, South 10°55'50" East, with the East line of said Tract 1 and the West line of the said State Highway 95, a distance of 2,322.71 feet, to a metal fence post found for the East corner of the said Tract 1, the Northeast corner of a called 9.99 acre tract conveyed in a General Warranty Deed with Vendor's Lien from Jarrod Miles Clark and Melissa Clark to Christopher M. Snow and wife, Cheryl V. Snow, filed February 11, 2015 and recorded in Document No. 201501823 OPRBC, and marking an exterior corner of the herein described tract;

THENCE, North 62°40'19" West, with the fenced common line of the said 9.99 acre tract and the said Tract 1, a distance of 1,069.98 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the North corner of the said 9.99 acre tract, an interior corner of the said Tract 1, and marking an interior corner of the herein described tract;

THENCE, South 27°19'00" West, continuing with the fenced common line of the said 9.99 acre tract and the said Tract 1, a distance of 655.71 feet, to a 1/2 inch iron rod found for the Southwest corner of the said 9.99 acre tract, the South corner of the said Tract 1, said iron rod being in the North line of a called 56.440 acre tract conveyed in a Special Warranty Deed from the Estate of Alvina Sophia Mogonye Zotz, deceased to Patricia A. Scott, filed February 14, 2007 and recorded in Document No. 200702238 OPRBC, and marking an exterior corner of the herein described tract;

THENCE, North 62°49'12" West, with the fenced common line of the said Tract 1 and the said 56.440 acre tract, a distance of 496.66 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Northwest corner of the said 56.440 acre tract, the Northeast corner of the said Tract 5 (called 119.336 acres), and marking an interior corner of the herein described tract;

THENCE, South 22°17'41" West, generally along a fence with the common line of the said 56.440 acre tract and the said Tract 5, a distance of 1,040.43 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Southwest corner of the said 56.440 acre tract, an interior corner of the said Tract 5, and marking an interior corner of the herein described tract;

THENCE, South 62°37'39" East, with the common line of the said 56.440 acre tract and the said Tract 5, a distance of 2,579.61 feet, to a 1/2 inch iron rod found for the Southeast corner of the said 56.440 acre tract, an exterior corner of the said Tract 5, said iron rod being in the curving right-of-way of the aforesaid State Highway 95, and marking an exterior corner of the herein described tract;

THENCE, with said curve to the right, having a radius of 3,646.60, a tangent of 10.76, a delta of 00°20'17", and an arc length of 21.52 feet, whose chord bears South 11°53'23" West, a distance of 21.52 feet, to a 1/2 inch iron rod found for the Southeast corner of the said Tract 5, the Northeast corner of a called 68.423 acre tract conveyed in a Special Warranty Deed from the Estate of Alvina Sophia Mogonye Zotz, deceased to Carolyn Johnette Grove, filed February 14, 2007 and recorded in Document No. 200702239 OPRBC, and marking the Southeast corner of the herein described tract;

THENCE, North 62°43'34" West, with the common line of the said Tract 5, the said 68.423 acre tract, and a called 70.883 acre tract conveyed in a Special Warranty Deed with Vendor's Lien from Elgin Bank of Texas to Kerry Q. Taylor and Desiree E. Taylor, filed July 13, 1992 and recorded in Volume 637, Page 781 of the Deed Records of Bastrop County, Texas (DRBC), a distance of 4,039.10 feet, to a 1/2 inch iron rod found for the Northwest corner of the said 70.833 acre tract, the Northeast corner of the said Tract 4 (called 98.883 acres), and marking an interior corner of the herein described tract;

THENCE, South 26°25'51" West, generally along a fence with the common line of the said 70.883 acre tract and the said Tract 4, a distance of 1,455.12 feet, to a 3/4 inch iron pipe found for the Southeast corner of the said Tract 4, and the Southwest corner of the said 70.883 acre tract, said iron rod being in the North line of a called 84.89 acre tract conveyed in a Warranty Deed from Roger Mogonye and Suzanne Mogonye to RSM Real Estate LP, filed December 3, 2014 and recorded in Document No. 201414714 OPRBC, and marking the South corner of the herein described tract;

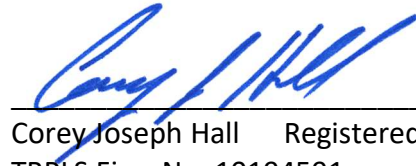
THENCE, North 62°29'09" West, with the common South line of Tract 4 and the North lines of the said 84.89 acre tract and a called 117 acre tract conveyed to Peter Boyd Wells in Volume 107, Page 367 DRBC, a distance of 2,474.58 feet, to a 1/2 iron rod found for the Southwest corner of the said Tract 4, the Southeast corner of a tract conveyed in a Warranty Deed from Judith Ann Lundgren to Michael B. Lundgren and Stacy L. Gonzales, filed March 12, 1996 and recorded in Volume 789, Page 372 of the Official Records of Bastrop County, Texas (ORBC), and marking the Southwest corner of the herein described tract;

THENCE, North 27°09'26" East, with the West line of the said Tract 4 and the East line of the said Michael Lundgren tract and another tract conveyed in a Warranty Deed from Fred Lundgren, III to Judith Ann Lundgren, filed May 27, 1987 and recorded in Volume 478, Page 9 DRBC, a distance of 746.00 feet, to a 1/2 inch iron rod found for the Northeast corner of the said Judith Lundgren tract, an interior corner of the said Tract 4, and marking an interior corner of the herein described tract;

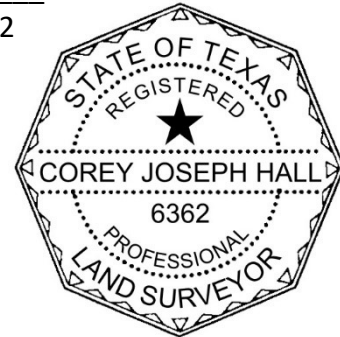
THENCE, North 62°29'30" West, with the common line of the said Judith Lundgren tract and the said Tract 4, a distance of 983.28 feet, to a 1/2 inch iron rod found for the Northwest corner of the said Judith Lundgren tract, and the West corner of the said Tract 4, said iron rod being in the East line of the aforesaid County Line Road, and marking the West corner of the herein described tract;

THENCE, North 27°10'12" East, with the East line of said road and the West line of said Tract 4, passing at a distance of 772.85 feet, the common West corner of Tract 4 and Tract 5, and continuing for a total distance of 1,071.28 feet, to a 1/2 iron rod found for an interior angle in the West line of Tract 5, and marking an interior corner of the herein described tract;

THENCE, North 27°15'01" East, with the common line of said Tract 5 and said road, passing at a distance of 703.49 feet, the common West corner of the said Tract 5 and the aforesaid Tract 3, passing at a distance of 1,732.75 feet, the common West corner of said Tract 3 and the aforesaid Tract 2, and continuing for a total distance of 3,727.28 feet, to the **PLACE OF BEGINNING**, containing within these metes and bounds 569.717 acres (24,816,887 square feet) of land, more or less.



Corey Joseph Hall Registered Professional Land Surveyor No. 6362
TBPLS Firm No. 10194591



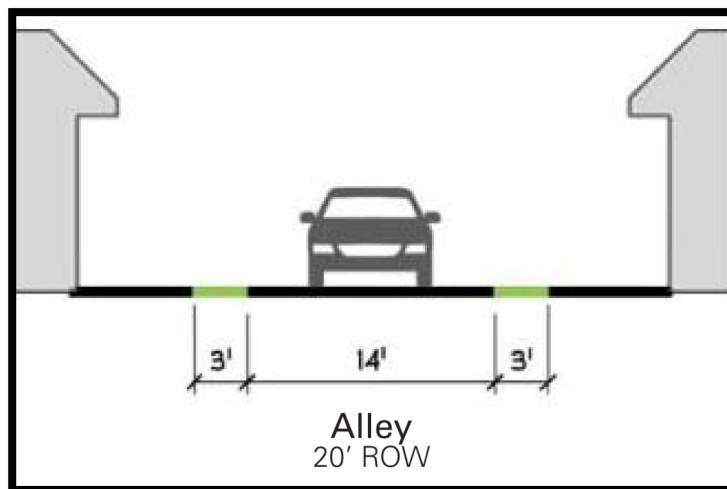
**EXHIBIT “I” TO CONSENT AND DEVELOPMENT AGREEMENT
VARIANCES TO CITY DEVELOPMENT CODE**

A. Applicability of Development Requirements.

For the avoidance of doubt, the City acknowledges and agrees that the Property is located within the City's extraterritorial jurisdiction and the Development will be subject only to City ordinances that apply to construction and operation of single-family residential subdivisions located within the City's extraterritorial jurisdiction, which, as of the Effective Date, are Chapter 32 of the City's Code of Ordinances (Signs) and Chapter 36 of the City's Code of Ordinances (Subdivision) (together, the "Applicable Ordinances").

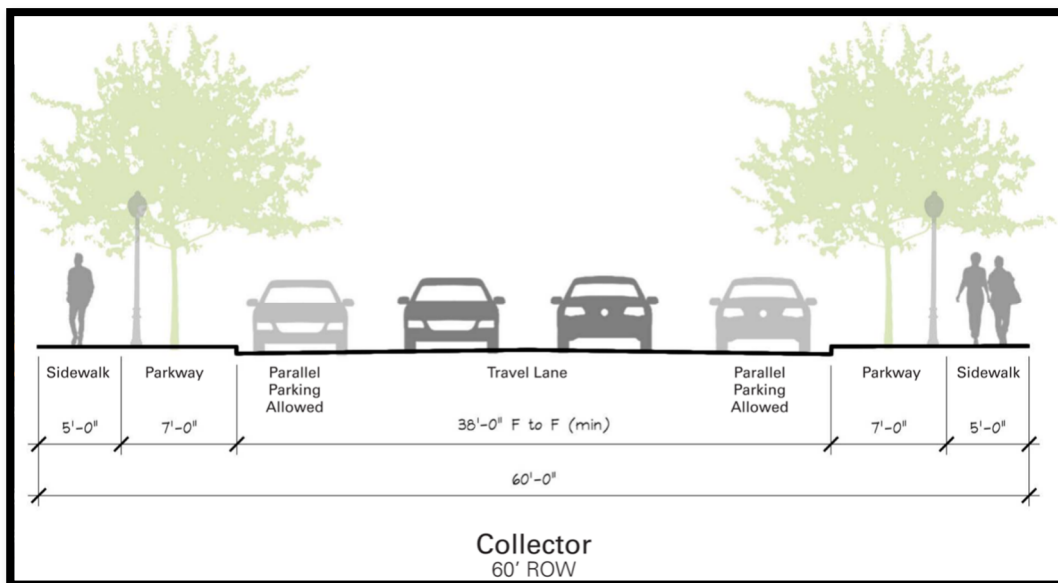
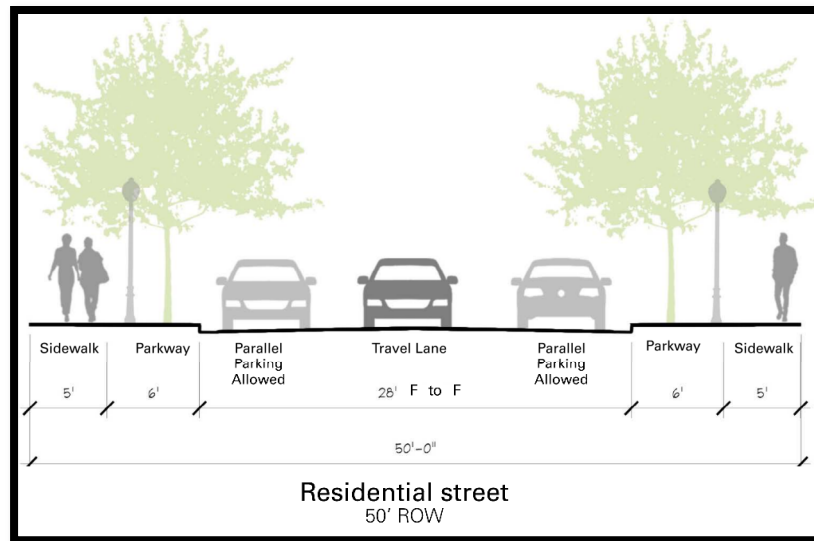
The City hereby grants the following variances from the Applicable Ordinances:

1. Chapter 32 of the Applicable Ordinances as it pertains to permanent signage shall not apply to the Development.
2. All references within Chapter 36 of the Applicable Ordinances to zoning and other City ordinances that only apply within the City's corporate city limits shall not apply to the Development.
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 if provided of the entire development.
5. Sec. 36-79 – Alleys within the Development shall be: (i) exempt from all design criteria; (ii) public; (iii) constructed without curb and gutter of either asphalt or concrete, at Developer's election; and (iv) a minimum of fourteen feet (14') in pavement width and twenty feet (20') in right-of-way width as depicted in the image below.



6. Sec. 36-80 – Major/Arterial Streets shall not be included as part of this development. Collector Streets shall have a minimum dedicated right-of-way of sixty feet (60') and paving width of thirty-eight feet (38'). Collector Streets shall allow parallel parking within the right-of-way. See example street section as depicted in the image below.

Minor or residential streets shall have a minimum right-of-way width of fifty feet (50') and paving width of twenty-eight feet (28').



7. Sec. 36-80(4) – Streets with a width of less than one hundred feet (100') will not be designed with increased right-of-way on either side of any intersection with Major Streets and Minor Streets.

8. Sec. 36-81(3) – Local streets are to have a minimum centerline radius of 170', with no maximum radius.
9. Sec. 36-82(1) – All collector streets shall intersect at an angle of eighty degrees (80°) to one hundred degrees (100°). All minor or residential streets shall intersect at an angle of seventy degrees (70°) to one hundred and ten degrees (110°).
10. Sec. 36-83(a) Cul-de-sac maximum length shall not exceed eight hundred feet (800'), measured from center of turnaround to centerline of connecting road. A maximum of thirty (30) units shall be serviced from each cul-de-sac.
11. Sec. 36-140 – Eight feet (8') wide (minimum) meandering concrete trails within a 28' landscape area, may be utilized in lieu of street sidewalks and located on only one side of Collector Streets or Minor/ Residential Streets within the Development.
12. Sec. 36-141 – Street sidewalks and concrete trails along streets may meander outside the right-of-way in response to grading, existing trees or to create landscape planting areas along roadways. In the event that sidewalks are not located within the right-of-way, an easement shall be created to accommodate the sidewalks.
13. Sec 36-142 – Sidewalks in front of residential lots will be installed during the installation of the residential landscape on said residential lot. Sidewalks along roadways in which there is not a residential lot 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.
14. Sec. 36-170 – All single family detached lots platted in subdivisions located within the Development shall be a minimum of 3,600 square feet.
15. Sec. 36-171 – All single family detached lots platted in subdivisions located within the Development shall be a minimum of thirty feet (30') in width.
16. Sec. 36-177 – Lots may cross jurisdictional lines, provided that the entirety of the lot is contained within the limits of the municipal utility district.
17. Sec. 36-202(a)(1) and (2) - Residential blocks for collector streets shall be no longer than sixteen hundred feet (1,600'), measured along the street frontage. Maximum block length along an arterial street does not apply to this subdivision.

18. Sec. 36-202(b)(3) – There shall be no maximum length for a loop road.
19. Sec. 36-202(c) – Maximum block length along a major street does not apply to this subdivision.
20. Sec. 36-202(d) – Block length shall be measured along the centerline of the street from the street's intersection with the right-of-way of any intersecting street, ninety degree (90°) bend/turn, or knuckle. In the case of a cul-de-sac, block length shall be measured from the said intersecting right-of-way to the end of the cul-de-sac "bulb" right-of-way. If a change in land use occurs along a street segment, a new block length measurement will begin with the first residential frontage following this change.
21. Sec. 36-212(b)(2) – The boundary of waterway buffer zones shall coincide with the boundaries of the fully developed 100-year floodplain as modified by any proposed improvements. The fully developed 100-year floodplain will be established by an engineering study reviewed and approved by Staff.
22. 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.
23. 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.
24. Sec. 36-370 – To the extent that the terms and provisions of Sec. 36-370 of the Applicable Ordinances 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.

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. The City agrees that the Concept Plan serves as a representation of general development intent and the modification of roadway alignments and layout are acceptable as long as the overall density of the development does not increase by more than 5%.

B. Single Family Residential Lot Design Standards.

The Following standards shall apply for all front-loaded single-family lots:

Front Setback: Twenty feet (20')*

Rear Setback: Ten feet (10') Side Setback: Five feet
(5') Corner Side Setback: Fifteen feet (15')

Building Height: Thirty-five feet (35'), as measured as the vertical distance from the front door threshold to the highest point of the roof.

Utility: Utilities and transformers/pull boxes will be located along front property lines within a 10' public utility easement adjacent to the right-of-way.

*Front Setback is measured from the face of the garage.

C. Roadway Standards.

1. Collector Streets, at Developer's election, may be designed with landscaped medians to improve aesthetic quality and preserve trees.
2. Collector Streets, at Developer's election, may be designed with a laydown or ribbon curb, so long as the runoff from such streets is captured and conveyed in a manner approved by the City Engineer.
3. Local Streets, at Developer's election, may be designed with a six inch (6") rollover curb.
4. Notwithstanding any contrary provisions of the Applicable Ordinances or this Agreement, in the event that the streets within the Development are designed and constructed pursuant to County requirements pursuant to Section 4.03 of this Agreement, the City hereby grants all required variances from the Applicable Ordinances necessary to permit construction of such streets to County standards.

D. Drainage and Grading.

Drainage collection facilities may be constructed with a mix of open concrete-lined (flowline and side slopes) channel and underground storm sewers.

E. Parkland Dedication.

The Developer agrees that the park, open space, and trail corridors within the right-of-way 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 a 100% credit for such dedications against the City's parkland dedication requirements (not less than 100 acres of the Property shall be developed as public parkland and/or open space, including floodplain areas), 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 pursuant to the City's parkland dedication requirements. To the extent that the 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. Developer acknowledges that the Development must also comply with the City's parkland improvement requirements. Developer will submit plans for such improvements to the City prior to installation and, to the extent that the installation of such improvements does not offset all City parkland improvement requirements, Developer will pay parkland improvement fees in accordance with City ordinance requirements.

Due to the size, topography, natural features, aesthetics and constraints of the Property, the Developer and the City recognize some phases may dedicate more than required and others less than. Accordingly, Developer shall keep a running total with each preliminary plat of the planned and previously dedicated parkland mitigation to ensure compliance for the overall Development, rather than a plat-by-plat basis.

**EXHIBIT “J” TO CONSENT AND DEVELOPMENT AGREEMENT
PARKS PLAN**



OPEN SPACE SUMMARY	
Total Site Acreage	569.7 ac
FEMA Floodplain	+/- 62.9 ac
Parkland	+/- 85.8 ac 37.8 ac required per code
Detention	+/- 22.2 ac
TRAILS	
Neighborhood Trail Material varies depending on storm water impact	+/- 6.2 mi.
Regional Trail Concrete	+/- 1 mi.
TOTAL	+/- 7 mi
 Trailheads	



TBG

Lund Farm
exhibit j - parks plan

Elgin, Texas
05 / 31 / 2023

TBG
3232 E Cesar Chavez St.
Bldg 1, Suite 100
Austin, TX 78702
[512] 744 0757
tbgpartners.com

0 100' 200' 400'



The information shown is based on the best information available and is subject to change without notice.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING AN AGREEMENT WITH LUND FARMS UTILITY DISTRICT FOR WHOLESALE WATER SERVICE; AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: City Manager, Public Works, Engineering

PROPOSED ACTION: Approval of the Resolution

BACKGROUND: The City of Elgin is interested in providing wholesale Water Service to the Lund Farms Municipal Utility District. The terms of this agreement are set forth in the Development Agreement and the Water Service agreement attached in this packet contains the Specifics of the Agreement, including how the City of Elgin would serve the development at 2,500 residential units.

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☐ not included in the current-year budget ☒ N/A

Finance Approval:

Signature: _____ **Date:** _____

RECOMMENDATION: Approval of the Resolution

ATTACHMENTS: Resolution and Agreement

☐ Staff will be making a detailed presentation on this agenda item at the meeting.

☒ Staff will provide brief comments and answer questions on this item at the meeting.

☐ This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
AUTHORIZING AN AGREEMENT WITH LUND FARMS
UTILITY DISTRICT FOR WHOLESALE WATER
SERVICE; AND MAKING CERTAIN FINDINGS
RELATED THERETO.**

WHEREAS, The City of Elgin has certain interest in providing retail water to the Lund Farms Municipal Utility District; and,

WHEREAS, Lund Farms Municipal Utility District has made a request to be served by The Elgin Municipal Water System, and;

WHEREAS, Elgin has determined that Elgin has sufficient water supplies available to enable it to contract with District for Wholesale Service; and;

WHEREAS, the City Engineer has advertised for and received qualified bids from reputable contractors and has expressed a recommendation for awarding the contract in the attached “Engineers Recommendation letter.”

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization. The City Manager is hereby authorized to execute an agreement for extending utilities on Roy Rivers Drive in the Elgin Business Park in accordance with The City Engineers recommendation for award expressed in attachment A “Engineers Recommendation Letter.”

Section 3. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 15th day of August 2023

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

JENNIFER STUBBS, City Secretary

WHOLESALE SERVICE AGREEMENT
BETWEEN
CITY OF ELGIN
AND
LUND FARM MUNICIPAL UTILITY DISTRICT

WHOLESALE SERVICE AGREEMENT

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WHOLESALE SERVICE AGREEMENT

THIS WHOLESALE SERVICE AGREEMENT is made and entered into by and between City of Elgin, Texas (hereinafter called “Elgin”), a home rule city, body politic of the State of Texas, and retail public utility, holding water Certificate of Convenience and Necessity No. 10311, issued by the Texas Commission on Environmental Quality, or its predecessors or successors in interest, and Lund Farm Municipal Utility District, a municipal utility district created and operating pursuant to Chapters 49 and 54 of the Texas Water Code (the “District”), and is effective the ____ day of _____, 20____ (the “Effective Date”).

WITNESSETH:

WHEREAS, Elgin holds retail water Certificate of Convenience and Necessity (“CCN”) No. 10311; and

WHEREAS, the District is currently located within the certificated water service territory of Aqua Water Supply Corporation (“Aqua”), but Aqua has agreed to release of the District from the Aqua CCN, and the District is authorized to provide retail water service to the residents within its boundaries; and

WHEREAS, the District encompasses approximately 569.717 acres of land that is more particularly described in **Exhibit “A”** (“Property”) that will be developed as a master planned mixed unit community that will require (2,500) living unit equivalents (LUEs) of water service; and

WHEREAS, Elgin’s Terms and Conditions attached as **Exhibit “B”** set forth the minimum conditions under which it will agree to provide Wholesale Service; and

WHEREAS, District has made application to Elgin for Wholesale Service under the provisions of Elgin’s Terms and Conditions; and

WHEREAS, Elgin has determined that Elgin has sufficient water supplies available to enable it to contract with District for Wholesale Service; and

WHEREAS, Elgin and District wish to enter into an agreement whereby Elgin will provide Wholesale Service to District at rates that are generally applicable and uniformly applied to similarly situated purchasers; and

WHEREAS, the provision of Wholesale Service to District by Elgin will further the public purpose of regionalization of water supplies;

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Elgin agrees to furnish and District agrees to pay for Wholesale Service upon the terms and conditions and for the consideration set forth herein.

ARTICLE I. DEFINITIONS AND CONSTRUCTION OF AGREEMENT

1.1 Defined Terms. Capitalized terms used in this Agreement and in any exhibit or attachment that is made a part of this Agreement, and not otherwise defined herein, shall have the meanings contained in Elgin's Terms and Conditions. The following additional terms shall have the meanings set forth herein:

(a) "Agreement" means this contract or agreement between the Parties, otherwise known as the Wholesale Service Agreement and any written amendments thereto.

(b) "Annual Daily Average" means the total amount of water taken by District in the prior Water Year, divided by 365.

(c) "Business Day" means any Day other than Saturdays, Sundays, and Days on which banks in the Service Area of Elgin are required or permitted to be closed for all or part of their customary hours of operation.

(d) “CCN” means a certificate of convenience and necessity granted by the Public Utility Commission of Texas or its predecessor or successor agency under the provisions of the Texas Water Code.

(e) “Claim” means any claim, action, cause of action, suit or proceeding before any Governmental Authority or arbitral tribunal.

(f) “Commencement Date” means the date that Elgin begins providing Wholesale Service to District at the Point of Delivery.

(g) “Day” and “Days” mean and refer to calendar day(s), unless otherwise specified herein.

(h) “Effective Date” means the date set forth above on which this Agreement becomes effective.

(i) “Event of Default” means an event by which a Party is in default of this Agreement.

(j) “Fiscal Year” means Elgin’s fiscal year, which extends from January 1 through December 31 of each year, or such other annual fiscal year period as Elgin may later determine.

(k) “Force Majeure” means, and shall be limited to, any event or circumstance that is beyond the reasonable control of, without the fault or negligence of, and should not, in the exercise of reasonable caution, have been foreseen and avoided or mitigated by, the Party asserting Force Majeure (the “Affected Party”), and which delays or prevents the Affected Party from timely performing any obligation hereunder, including, without limitation: (i) acts of God, earthquakes, fire, storms, severe droughts, floods, lightning, hurricanes, tornadoes, and severe snow storms; (ii) pandemics, explosions, wars, civil insurrections, acts of the public enemy, acts of civil or military authority, sabotage, and terrorism; (iii) strikes, lockouts or other labor disputes with respect to which the Affected Party has not been determined by the National Labor Relations Board to have

engaged in any unfair labor practices; and (iv) pandemics; and (v) any change in any Requirement of Law or the interpretation thereof by a responsible Governmental Authority that shall in any circumstances impact a Party's ability to perform its obligations of the Agreement; provided, a "Force Majeure" shall not include economic conditions that render a Party's performance of this Agreement unprofitable or otherwise uneconomic, or the inability of a Party to make payment when due under this Agreement, unless the cause of such inability is an event that physically prevents payment and that would otherwise constitute Force Majeure as described above.

(l) "Forced Outage" means a shut-down by Elgin in the operation of all or a portion of Elgin's System, such that no water is delivered to District's Point of Delivery: (i) which shut-down is, in the reasonable opinion of Elgin, necessary or required to protect persons or property (including the System) from contamination or releases that could reasonably result in harm, injury, or material damage; and (ii) with respect to which Elgin has notified District in accordance with Section 3.2.

(m) "Governmental Authority" means and includes any federal, state, local or other governmental body, including but not limited to the Lost Pines Groundwater Conservation District, the Gonzales County Underground Water Conservation District, the Fayette County Groundwater Conservation District, any governmental or quasi-governmental, regulatory or administrative agency, commission, body, or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or other governmental tribunal.

(n) "Loss(es)" means and includes any loss, cost, expense, Claim, demand, damage, fine, liability, obligation or penalty (including court costs and reasonable attorney's fees and expenses).

(o) “Master Meter(s)” means the necessary metering equipment, including a meter house or pit, and any other required devices of standard type, for properly measuring the quantity and delivery rate of water delivered by Elgin to District at the Point of Delivery.

(p) “Maximum Yearly Delivery Rate” means the maximum rate at which Elgin is obligated to deliver water to District in accordance with the Schedule for Water Needs for Lund Farm attached hereto as **Exhibit “C”**, which may be amended from time to time.

(q) “MGD” means millions of gallons per day.

(r) “New Rate Billing Cycle” means the second billing cycle after the New Rate Effective Date.

(s) “Party” or “Parties” means District, Elgin, and their respective successors or assigns.

(t) “Permit” means any permit, order, license, declaration, consent, waiver, approval, registration, or filing with or other requirement of any Governmental Authority.

(u) “Planned Outage” means a shut-down by Elgin in the operations of Elgin’s System, such that no water is delivered to the Point of Delivery: (i) which shut-down is scheduled by Elgin in order to carry out foreseeable preventive, corrective, and other maintenance activities on such System or which may be required by any Governmental Authority; (ii) for which Elgin has notified District in accordance with Section 3.1; (iii) which occurs no more than two (2) times in one (1) calendar year; and (iv) lasts for no more than twenty-four (24) hours unless another time period is agreed upon by Elgin and District.

(v) “Point of Delivery” means the point designated and approved under this Agreement at which District may withdraw water from Elgin’s System for distribution as more particularly described in Article VI and in **Exhibit “D”**.

(w) “Prevailing Pressure” means the pressure of Elgin’s System at the Point of Delivery. For purposes of this Agreement, the Prevailing Pressure shall be 35 psi.

(x) “Rate” or “Rates” means the price to be paid by District to Elgin for the purchase and delivery of water to District’s Point of Delivery under this Agreement, which Rate shall be based on Elgin’s then current Terms and Conditions.

(y) “Rate Effective Date” means the date on which Elgin adopts new Rates.

(z) “Requirement of Law” means any statute, ordinance, code, rule or regulation, tariff or policy, and judicial or administrative order, request or judgment, any common law doctrine or theory, any provision or condition of any Permit, or any other binding determination of any Governmental Authority.

(aa) “Service Area” means the area contained within Elgin’s CCN or District’s CCN, as appropriate, as may be amended from time to time. If District does not have a CCN, then “Service Area” refers to the area in which District is lawfully furnishing retail water utility service to end use customers.

(bb) “System” means collectively all of Elgin’s production, distribution, and transmission facilities, including, without limitation, wells, ground storage reservoirs, pump stations, elevated storage tanks, water transmission and distribution lines connecting any of the aforementioned facilities, and other properties or interest therein wherever located for the production, distribution, and transmission of water, which heretofore have been acquired or constructed by Elgin, together with all future improvements, enlargements, extensions and additions to any of the foregoing, and all the future new facilities that are required or constructed by Elgin, and all repairs to, or replacement of, the System.

(cc) “Tariff” means the Water Tariff for Elgin, as approved by Elgin’s City Council, and as may be amended or revised from time to time.

(dd) “TCEQ” or “Commission” means the Texas Commission on Environmental Quality, and its successor agencies.

(ee) “Terms and Conditions for Wholesale Service outside CCN No. 10311”, as adopted by the Elgin City Council, and as may be amended from time to time by Elgin.

(ff) “Water Year” means a calendar Year.

(gg) “Year” and “Years” mean and refer to calendar year(s).

1.2 Rules of Construction.

(a) Unless the context otherwise clearly requires:

(i) references to the plural include the singular, and references to the singular include the plural;

(ii) references to the masculine, feminine or neuter include all such forms;

(iii) the words “include,” “includes,” and “including” do not limit the preceding terms or words and shall be deemed to be followed by the words “without limitation”;

(iv) the terms “hereof,” “herein,” “hereunder,” “hereto,” and similar terms refer to the entire agreement in which they appear and not to any particular provision of such agreement; and

(v) “or” is used in the inclusive sense of “and/or.”

(b) Unless otherwise specified, any reference to any document, instrument or agreement:

(i) includes and incorporates all exhibits, schedules and other attachments thereto;

(ii) includes and incorporates all documents, instruments or agreements issued or executed in connection therewith or in replacement thereof; and

(iii) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified or supplemented from time to time in accordance with its terms and in effect at any given time.

(c) Unless otherwise specified, all references to articles, sections, schedules and exhibits are references to the Articles, Sections, Schedules and Exhibits of this Agreement.

1.3 Recitals. All recitals of the Preamble are incorporated and made a part of this Agreement.

1.4 Captions. All titles of sections of this Agreement have been inserted for reference only and shall in no way affect the interpretation of this Agreement.

ARTICLE II. PROVISION OF WATER

2.1 Agreement to Sell and Purchase.

(a) Subject to all the terms and conditions set forth in this Agreement, and Elgin's Terms and Conditions for Wholesale Service, Elgin agrees to sell and the District agrees to buy water on a wholesale basis only after water has been delivered by Elgin. The water shall be provided at the Point of Delivery for District's own use and for distribution to customers served by District's water distribution system within the Property.

(b) All sales of water from Elgin to District under this Agreement are subject to any applicable rules of the Lost Pines Groundwater Conservation District.

2.2 Quantity of Water to be Delivered. The Maximum Yearly Delivery Rate of water to be treated and delivered under this Agreement in any Water Year shall be the amounts listed in the Schedule for Water Needs attached hereto as **Exhibit "C"**. Elgin agrees to provide wholesale water services to the District sufficient (i) to serve the land uses shown on the Concept Plan

attached to the Development Agreement for the Property, and (ii) to fulfill the requirements of any applicable rule or regulation of the Public Utility Commission of Texas or the Texas Commission on Environmental Quality and all duly adopted rules and regulations of the City, subject to payment of the fees and charges set forth in this Agreement. .

2.3 Rate of Delivery and Pressure.

(a) From the date of execution of this Agreement, Elgin shall deliver water to the Point of Delivery at the Maximum Yearly Delivery Rate. Elgin may install devices to insure compliance with this section.

(b) Water will be furnished at the Prevailing Pressure of Elgin's System at the Point of Delivery, but Elgin agrees that the water supply shall be delivered at a delivery pressure necessary to maintain a minimum pressure of 35 psi to each retail customer meter within the District under normal operating conditions. Emergency failure of pressure or supply shall excuse Elgin from this provision for such reasonable period of time as may be necessary to restore service.

(c) Elgin will furnish water at Point of Delivery 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 4,680,000 gallons per day, (ii) a maximum hourly rate of 330,000 gallons per hour, or 195,000 gallons per hour and be able to meet emergency fire flow demands, whichever is less; and (iii) the minimum rates required for purchased water systems under TCEQ rules (30 TAC §290.45(f), as amended from time to time).

(d) Elgin's responsibility and liability for the water being delivered to District shall cease after said water passes through the Master Meter at the Point of Delivery and enters District's system.

(e) Elgin is under no obligation to increase the capacity of its System to satisfy any of the provisions of the Agreement, except as otherwise expressly stated herein.

2.4 Responsibility of District.

(a) Except as otherwise set forth herein, District is solely responsible for meeting its minimum production, storage, service pump, and pressure maintenance requirements, and any other requirements imposed on District under Title 30 Texas Administrative Code, Chapters 290 and 291, and any other regulatory requirements. Elgin shall bear no such responsibility to District or any of District's customers.

2.5 Water Quality.

(a) The quality of Water to be supplied and delivered by Elgin at the Point of Delivery shall meet the quality criteria prescribed by federal or state law for public water supply and specifically satisfy the TCEQ Drinking Water Standards Governing Drinking Water Quality and Reporting Requirements for Public Water Systems, 30 Tex. Admin. Code Chapter 290, Subchapter F, as currently in effect or as may be amended or superseded from time to time.

(b) District shall protect District's system from cross-connection and contamination under the specifications required by the health standards of the State of Texas.

2.6 Separation of Systems. A device paid for by District, designed by District as part of District's water system, and approved by Elgin to prevent flow reversal or an air gap shall always be maintained between Elgin's System and District's system at the Point of Delivery.

ARTICLE III. MAINTENANCE AND CURTAILMENT

3.1 Planned Outages. To the extent reasonably possible, Elgin shall coordinate the timing of any Planned Outage with District and shall cooperate with District to minimize the impact of any Planned Outage on the operation and maintenance of District's system.

3.2 Forced Outages. When a Forced Outage occurs, curtailing the flow of water to the Point of Delivery, Elgin shall notify District of the existence, nature, and expected duration of the Forced

Outage as soon as practical. Elgin shall use its best efforts to ensure that any interruption in the delivery of water to the Point of Delivery due to a Forced Outage shall continue only for so long as reasonably necessary. Elgin shall immediately inform District of any changes in the nature and expected duration of such Forced Outage.

3.3 Curtailment.

(a) If water supplies or services are curtailed to Elgin's retail members, or if water conservation measures are mandated by a Governmental Authority, Elgin shall impose a like curtailment on deliveries or water conservation measures on District as provided in Texas Water Code § 11.039. The curtailment Elgin imposes on District shall be equal in duration to the curtailment imposed on Elgin's retail members.

(b) Elgin will notify District of the quantity by which District will reduce its daily take from Elgin, as well as the duration of the requirement that the take be reduced. District shall cooperate by imposing conservation measures upon its customers.

(c) The reduction to District's daily take under this Section shall be calculated as follows: (i) determine the total volume of water taken by District in the same month of the previous calendar year; (ii) divide this monthly volume by the number of days in the month to arrive at an average take per day of that month; (iii) apply the reduction percentage to the average take per day of that month. For example, if it becomes necessary for Elgin to impose a 5% reduction in District's daily take starting on August 15, 2021, Elgin will determine, based on meter data, the amount of water purchased by District in August 2020, and divide that number by thirty-one (31) (the number of days in August). The product of that calculation times 5% will be the amount, in gallons, that District must reduce its daily take until further notice from Elgin.

3.4 Emergency Notification. Elgin shall notify District as promptly as possible of all emergency and other conditions of which it becomes aware that may directly or indirectly affect the quality or quantity of the water provided by Elgin, and to provide District a copy, upon receipt, of all notices received from state or federal agencies or departments having jurisdiction over the installation and operation of public water systems.

ARTICLE IV. RATES AND COMPENSATION

4.1 Rates. The Rate for Wholesale Service under this Agreement shall be as provided in Elgin's Terms and Conditions.

4.2 Books and Records. All books and records upon which such Rate adjustment is based shall be made available to District at the office of Elgin during the regular business hours of Elgin, upon request by District.

4.3 Reasonableness of Rates. District agrees that the Rates initially charged by Elgin and the policies defined in this Agreement are just and reasonable, and do not adversely affect the public interest. The Rates charged by Elgin are subject to modification as provided herein. District agrees that any such change in these Rates by Elgin is just and reasonable and does not adversely affect the public interest. Notwithstanding any provision to the contrary, District does not waive the right to file and pursue an appeal of any increase in Rates proposed or adopted by Elgin that is not in conformance with the terms of this Agreement.

4.4 Rate Case. If a court, the Public Utility Commission, or any federal or state regulatory authority finds that Elgin's Rates or policies for services provided under this Agreement are unreasonable or otherwise unenforceable, Elgin has the option to terminate this Agreement without liability to District, but Elgin shall provide District at least six (6) months' notice prior to such termination.

**ARTICLE V.
EQUIPMENT AND OPERATION**

5.1 Master Meter. Elgin shall furnish and install, or caused to be furnished and installed, operate, and maintain a Master Meter at the +/- 1 ac Elevated Storage Tank site at District's sole expense, as provided by Elgin's current specifications and standards. The Master Meter shall remain the property of Elgin at all times. The amount of water delivered by Elgin through the Point of Delivery to District shall be determined based upon the data collected at the Master Meter at such location. District shall purchase any required Master Meters that meets Elgin's specifications with Elgin's AMR on the Master Meter.

5.2 Access to Master Meter. District may have access to the Master Meter only upon approval by Elgin and only for the purpose of verifying its readings. Such approval shall not be unreasonably withheld or delayed, so long as District provides Elgin with a written request at least forty-eight (48) hours before such access would occur. At no time shall District be permitted to tamper with, alter, or otherwise adjust any meter or appurtenances at the Point of Delivery or any other component of Elgin's System. If the Master Meter is located within an area of restricted access, District shall ensure that Elgin has access at all times.

5.3 Reading of Meter. On a monthly basis, Elgin shall be responsible for reading the meter at the Point of Delivery and submitting an invoice to District for the quantity of water provided. Elgin shall keep accurate records of all measurements of water required under this Agreement. Upon reasonable request and notice, District or its agents may have access to the records maintained by Elgin of meter readings associated with the Point of Delivery.

5.4 Regular Testing of Master Meter. It shall be the duty of each of the Parties to notify the other Party in the event that the Master Meter is not registering accurately or is malfunctioning, so that the meter can be promptly repaired. Elgin shall test the Master Meter for accuracy at least

once each twelve (12) month period, and more often as deemed necessary by Elgin to ensure its accuracy. Elgin shall provide District with five (5) Days' notice of its intent to perform the annual test of the Master Meter, and District shall have the right to be present when such testing is conducted. In the event the percentage of accuracy of the Master Meter is found to be within the tolerance of one and one-half percent (1.5%) after any test, such Master Meter shall be deemed to have correctly measured the quantity of water taken under this Agreement. If, however, upon any test of the percentage of accuracy tolerance, such tolerance is found to be in excess of one and one-half percent (1.5%), then such Master Meter shall be adjusted at once to register correctly and accurately, and the amount of water delivered to District shall be corrected in accordance with the percentage of inaccuracies found by such test for a period extending back to the time when such inaccuracy began, if such time is ascertainable. If such time is not ascertainable, then the correction shall account for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months.

5.5 Additional Testing of Master Meter. District shall have the right to request Elgin to test the Master Meter more frequently than once per Year as contemplated by Section 5.4 herein, but no more frequently than once a month. Upon any such request, Elgin agrees to perform its testing and calibration of the Master Meter in the presence of a representative of District, and the Parties shall jointly observe any adjustments that are made to the Master Meter in case any adjustments shall be necessary. For such additional testing requests, Elgin shall give District forty-eight (48) hours' notice of the time when any such testing shall occur. Elgin may proceed with such testing and adjustment, if necessary, in the absence of any representative of District. District shall pay the cost of any additional test for a Master Meter if the test shows that such Master Meter is accurate [within one and one-half percent (1.5%) registration], but Elgin shall pay the costs of the

additional test for such if the results indicate that such Master Meter is not accurate [in excess of one and one-half percent (1.5%) registration].

5.6 Maintenance of Master Meter. Except as provided in Section 5.5 above, all maintenance, testing and/or repairs or replacement of the Master Meter and related appurtenances at the Point of Delivery shall be made by Elgin. Elgin shall provide repairs to the Master Meter in a prompt and timely manner. If Elgin cannot make such repairs in a timely manner, then District shall have the option of making such repairs at its own expense, subject to the prior approval and post-inspection of the repairs by Elgin.

ARTICLE VI. POINT OF DELIVERY

6.1 Location of Point of Delivery. The Point of Delivery for Water delivered and taken under this Agreement is located as described in **Exhibit “D”** hereto.

6.2 Relocation of Point of Delivery. The Parties may agree in writing to relocate the Point of Delivery or to add additional Points of Delivery as necessary.

ARTICLE VII. OWNERSHIP OF WATER AND FACILITIES

7.1 Transfer of Ownership. As between the Parties, Elgin shall be: (1) deemed to have exclusive care, custody, and control for all water up to the Point of Delivery; and (2) responsible for all Losses required to deliver water to the Point of Delivery. District shall be: (1) deemed to take exclusive care, custody, and control of all water from and after the Point of Delivery; and (2) responsible for all Losses associated with all water from and after the Point of Delivery.

7.2 No Ownership of Facilities.

(a) District obtains no ownership, leasing, or management interest in any of Elgin’s System by or through this Agreement or payment of any Rate set forth herein.

(b) Elgin obtains no ownership, leasing, or management interest in any of District's System by or through this Agreement or provision of water service set forth herein.

(c) District shall be responsible for maintenance and repairs on all facilities located downstream of the Point of Delivery. District will use all reasonable efforts to prevent waste through line leakages or breaks.

ARTICLE VIII. BILLING AND PAYMENT

8.1 Meter Readings.

(a) Elgin shall send a bill to District once per month setting forth the quantity of water delivered to District as determined by Elgin's periodic readings of the Master Meter installed at the Point of Delivery. District shall pay the total amount owed to Elgin by the due date on each bill. Penalties for late payment shall be imposed according to the provisions of Elgin's Terms and Conditions.

(b) Elgin shall also invoice District for additional charges, if any, as provided in this Agreement. These invoices shall be due and payable by District within fifteen (15) Days after receipt.

8.2 Breach for Failure to Timely Pay. Should District fail to tender payment to Elgin by the due date, the bill shall be considered delinquent, unless contested in good faith as provided herein. In such event, Elgin shall notify District of such delinquency in writing. If District fails to make payment of the delinquent billing within thirty (30) Days from the due date, then Elgin may, at its discretion, temporarily terminate service to District until payment is made; provided, however, that the District will have the right to continue to receive service during a good faith appeal of a disputed bill, as provided in Section 8.3. If such delinquency is not cured within thirty (30) Days

after temporary termination of service, District will be in breach of a material term and/or condition of this Agreement and Elgin may terminate this Agreement as provided herein.

8.3 Disputed Bills. If District in good faith disputes the amount of the bill, District shall submit such dispute in writing to Elgin no later than thirty (30) Days after receipt of the invoice, and shall timely make the disputed payment or payments. If it is subsequently determined by agreement or court decision that the disputed amount paid by District should have been less, or more, Elgin shall promptly revise the monthly invoice amount in a manner that District or Elgin will recover the amount due plus interest, with interest being calculated at an annual rate of five percent (5%).

ARTICLE IX. FORCE MAJEURE

9.1 Procedure for Calling Force Majeure.

(a) Notice of Force Majeure. The Affected Party shall give prompt notice to the other Party of any event or circumstance of Force Majeure as soon as reasonably practicable after becoming aware of such event or circumstance. Each notice served by an Affected Party to the other Party pursuant to this Subsection 9.1(a) shall specify the event or circumstance of Force Majeure in respect of which the Affected Party is claiming relief. Noncompliance by the Affected Party with the procedure specified in this Subsection 9.1(a) shall relieve the other Party from accepting the Affected Party's claim of Force Majeure until the Affected Party so complies, and the Affected Party shall not be excused from performance of any obligation under this Agreement until it so complies.

(b) Obligations During Pendency of Force Majeure. The Affected Party shall, by reason of any event or circumstance of Force Majeure in respect of which it has claimed relief under Subsection 9.1(a):

(i) use its best efforts to mitigate the effects of such Force Majeure and to remedy any inability to perform its obligations hereunder due to such event or circumstance as promptly as reasonably practicable;

(ii) furnish timely reports to the other Party regarding the progress in overcoming the adverse effects of such event or circumstance of Force Majeure; and

(iii) resume the performance of its obligations under this Agreement as soon as is reasonably practicable after the event or circumstance of Force Majeure is remedied or such event or circumstance, or the effect thereof on the Affected Party, ceases to exist.

(c) Resumption of Performance. When the Affected Party is able, or would have been able if it had complied with its obligations under this Article IX, to resume the performance of any or all of its obligations under this Agreement affected by the occurrence of an event or circumstance of Force Majeure, then the period of Force Majeure relating to such event or circumstance shall be deemed to have ended.

9.2 Effects of Force Majeure.

(a) Relief From Obligation of Performance. Provided it has complied with its obligations under Section 9.1, the Affected Party shall be relieved from any liability for the non-performance of its obligations under this Agreement where and to the extent that such non-performance is attributable directly to the event or circumstance of Force Majeure asserted.

(b) Relief From Obligation of Counter-Performance. The non-Affected Party shall not be required to perform or resume performance of its obligations to the Affected Party corresponding to the obligations of the Affected Party excused by reason of Force Majeure.

9.3 Limitations on Force Majeure.

(a) Scope and Duration. No event or circumstance of Force Majeure shall relieve the Affected Party of any obligation that accrued prior to the commencement of such event or

circumstance of Force Majeure, and the suspension of the Affected Party's performance shall be no longer in duration and no greater scope than is required by the event or circumstance of Force Majeure.

(b) **No Extension of Term.** Except as agreed by the Parties, no suspension, delay or failure of performance caused by a Force Majeure event shall extend this Agreement beyond the Term.

ARTICLE X. DEFAULT AND TERMINATION

10.1 Event of Default. It shall be an Event of Default by either Party if such Party shall breach any material covenant, obligation, representation, or warranty of such Party under this Agreement, which breach remains uncured for a period of thirty (30) Days after written notice from the non-breaching Party of the existence of such breach; provided, that the non-breaching Party shall extend the cure period for any such breach (and thus no Event of Default shall occur) if the nature of the default is such that it cannot reasonably be remedied within such thirty (30) Day period, and the breaching Party has diligently commenced corrective action within such thirty (30) Day period and is diligently pursuing such correction thereafter.

10.2 Remedies. If an Event of Default has occurred and is continuing, the non-defaulting Party shall be entitled to the following remedies, which shall be cumulative:

- (i) injunctive relief;
- (ii) specific performance;
- (iii) the right to cure the other Party's default;
- (iv) suspension of delivery of water hereunder;
- (v) termination of this Agreement;
- (vi) any of the remedies afforded in this Agreement; and

- (vii) any other remedies permitted at law or in equity, including damages.

Provided, that Elgin shall not be responsible in damages for any failure to supply water or for any interruption of the supply of water under this Agreement.

10.3 Elgin Right to Suspend or Terminate. Elgin shall have the right, for its sole convenience and without cause, to terminate or suspend, in whole or in part, Elgin's performance of any of its duties or obligations under this Agreement, upon thirty (30) Days prior written notice to District, in the event that:

- (i) Elgin loses any Permit or other authorization from a Governmental Authority that is required by Elgin to perform its obligations under this Agreement;
- (ii) Elgin is unable to obtain any necessary Permit, Permit amendment, or other necessary authorization from a Governmental Authority to perform its respective duties under this Agreement; or
- (iii) Elgin loses its ability to transport water to the Point(s) of Delivery due to circumstances beyond Elgin's control.

10.4 Termination for Continued or Multiple Force Majeure. Either Party shall have the right (but not the obligation) to terminate this Agreement upon seven (7) Days prior written notice to the other Party in the event the suspension of any material obligation of the Affected Party resulting from one or more events of Force Majeure continues for a period of more than three (3) consecutive months or for a period of more than three (3) months in the aggregate during a one (1) year period; provided that the Affected Party shall only be entitled to terminate this Agreement under this Section if it has met its obligations under Section 9.1 (Procedures for Calling Force Majeure). The non-affected Party may, but shall not be obligated to, extend either such period for

such additional period as it deems appropriate, if the Affected Party is exercising due diligence in its efforts to cure the Force Majeure event.

10.5 Mutual Termination by Parties. This Agreement may be terminated at any time upon agreement of Aqua and Elgin as evidenced in writing. The termination shall take effect upon the date agreed to in writing by Aqua and Elgin.

10.6 Termination by One Party. Both Aqua and Elgin have the unilateral authority to terminate this Agreement immediately by written notice no later than twelve (12) months in advance of the expiration of the Agreement.

10.7 Effective Date of Termination.

With the exception of a termination or suspension by District pursuant to Section 10.4, upon receipt of any notice of termination delivered pursuant to this Article X, this Agreement shall terminate, effective immediately, and will be of no further force or effect, except with respect to: (i) rights and obligations of the Parties arising during or relating to any period prior to termination, including, in the case of termination for any Event of Default, all of the damages incurred by the non-defaulting Party in connection with such Event of Default, which shall include but not be limited to, Elgin's stranded investment incurred in anticipation of providing the services to District throughout the term of this Agreement; and (ii) the covenants and obligations of the Parties set forth in this Agreement intended to survive the expiration or termination of this Agreement, which shall survive the expiration or earlier termination of this Agreement as expressly provided in this Agreement, or if no express survival period is provided for, then until such obligations have been satisfied, or, if later, pursuant to any applicable statute of limitations.

**ARTICLE XI.
DISPUTE RESOLUTION**

11.1 Attempt to Resolve. The Parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Agreement, the Parties will first attempt to resolve the dispute by taking the following steps:

(i) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied Party to the other Party, which notice shall request a written response to be delivered to the dissatisfied Party not less than 5 (five) Days after receipt of the notice of dispute.

(ii) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied Party, the dissatisfied Party shall give notice to that effect to the other Party whereupon each Party shall appoint a person having authority over the activities of the respective Parties who shall promptly meet, in person, in an effort to resolve the dispute.

(iii) If those persons cannot or do not resolve the dispute, then the Parties shall each appoint a person from the highest tier of managerial responsibility within each respective Party, who shall then promptly meet, in person, in an effort to resolve the dispute.

11.2 Non-Binding Mediation. In the event the measures provided for in Section 11.1 are not successful in resolving the dispute, Elgin and District shall enter into non-binding mediation in an attempt to resolve the dispute prior to commencing litigation. Elgin and District shall mutually select an impartial individual to serve as mediator. In the event the Parties are unable to agree on an individual to serve as the mediator, either Party may apply to a District Judge for Bastrop County who shall be empowered to designate an individual to serve as the mediator.

11.3 Rates Not Subject to Mediation. Notwithstanding Sections 11.1 and 11.2, and in accordance with Sections 4.5 and 4.6, neither the Rates to be paid hereunder, nor the provisions for payments of said Rates, shall be subject to mediation or appeal.

11.4 Costs of Mediation. Each Party shall bear its own costs and expenses associated with any mediation or appeal of any provision of this Agreement.

ARTICLE XII. REPRESENTATIONS, WARRANTIES AND COVENANTS

12.1 Elgin Representations and Warranties. Elgin hereby represents and warrants to District, as of the date hereof, as follows:

(i) Elgin has all requisite power and authority to enter into and to perform its obligations hereunder, and to carry out the terms hereof and the transactions contemplated hereby.

(ii) This Agreement has been duly executed and delivered on behalf of Elgin by the appropriate officials of Elgin, and constitutes the legal, valid and binding obligation of Elgin, enforceable against Elgin in accordance with its terms except as the enforceability thereof may be limited by: (i) bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting the enforcement of creditors' rights generally; and (ii) general equitable principles.

(iii) The execution, delivery and performance of this Agreement by Elgin have been duly authorized under the bylaws and all other applicable Requirements of Law of Elgin and will not contravene any provision of or constitute a default under any other agreement or instrument to which Elgin is a party or by which Elgin or its property may be bound, and do not conflict with any Requirement of Law currently in force and applicable to Elgin.

(iv) There is no legislation, litigation, action, suit, proceeding, or investigation pending or (to the best of Elgin's knowledge) threatened, against Elgin, whether related to the operation of any facility that will supply water under this Agreement, or otherwise, before or by any Governmental Authority which, if adversely determined, individually or in the aggregate: (A) could adversely affect the performance by Elgin of its obligations hereunder; (Bi) could have a material adverse effect on the condition (financial or otherwise), business or operations of Elgin; or (C) questions the validity, binding effect or enforceability thereof or of this Agreement, any action taken or to be taken pursuant hereto or any of the transactions contemplated hereby.

12.2 District Representations and Warranties. District represents and warrants to Elgin, as of the date of this Agreement, as follows:

(i) District is a municipal utility district created pursuant to Article 16, Section 59 of the Texas Constitution, operating pursuant to Chapter 49 and 54 of the Texas Water Code, and is authorized to provide retail water utility service to the areas within its boundaries, and has all requisite power and authority to enter into and to perform its obligations hereunder, and to carry out the terms hereof and the transactions contemplated hereby.

(ii) This Agreement has been duly executed and delivered on behalf of District, and constitutes the legal, valid and binding obligation of District, enforceable against District in accordance with its terms except as the enforceability thereof may be limited by: (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally; and (ii) general equitable principles.

(iii) There is no legislation, litigation, action, suit, proceeding or investigation pending or (to the best of District's knowledge) threatened, against District or related to District's activities by any court, administrative agency, arbitrator or governmental authority, body or agency which, if adversely determined, individually or in the aggregate: (A) could adversely affect the performance by District of its obligations hereunder; (B) could have a material adverse effect on the condition (financial or otherwise), business or operations of District; or (C) questions the validity, binding effect or enforceability thereof or of this Agreement, any action taken or to be taken pursuant hereto or any of the transactions contemplated hereby.

(iv) No officer or employee of Elgin has been or will be compensated in any manner with respect to directly or indirectly bringing the Parties together, agreement negotiations, or the entering into this Agreement. In no event will District pay a fee to or in any other manner compensate any of Elgin's board members, officers, or employees in connection with the acceptance of this Agreement. A breach of this Subsection 12.2(iv) shall result in automatic and immediate termination of this Agreement and shall be an Event of Default.

ARTICLE XIII. TERM

This Agreement shall be effective as of the date first written above and shall remain in force and effect for a period of forty (40) years from the Effective Date hereof. However, this Agreement may be terminated by either Party in accordance with Article X of this Agreement. District agrees that Elgin has no obligation to provide it with water after the termination of this Agreement. Unless either District or Elgin provides the other party with its written intent to not renew this Agreement not later than two (2) years prior to the date of the expiration of the

initial term of this Agreement, this Agreement shall automatically renew for an additional twenty (20) year period and the Agreement's terms and conditions shall remain in effective for the length of the additional twenty (20) year period.

ARTICLE XIV. MISCELLANEOUS

14.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their legal successors but the Agreement shall not be otherwise assignable in whole or in part by either Elgin or District without first obtaining the written consent of the other.

14.2 Governing Law and Venue. The Constitution and the laws of the State of Texas and the decisions of its courts shall govern with respect to any question or controversy that may arise hereunder. All amounts due under this Agreement, including but not limited to payments due under this Agreement or damages for breach of this Agreement, shall be paid and be due in Bastrop County, Texas, which is the county in which the principal administrative offices of Elgin are located. It is specifically agreed that Bastrop County, Texas, is a principal place of performance of this Agreement. Venue for any actions arising under this Agreement shall lie exclusively in the courts of Bastrop County, Texas.

14.3 Notices. Unless the context requires immediate notice, which may be provided by telephone, any notice, request or other communication required by this Agreement between the Parties regarding the Agreement shall be given in writing and shall be deemed to have been given to the other Party upon either of the following dates:

- (i) The date of the mailing thereof, as shown by a post office receipt, if mailed to the Party by registered or certified mail at the latest address specified for such other Party in writing; or

(ii) The date of the receipt thereof by such other Party if not so mailed by registered or certified mail. Notice shall be made to Elgin as follows:

Notice to District shall be made as provided on **Exhibit "E"** hereto.

(iii) The Parties shall have the right from time to time to change their respective addresses by giving written notice to the other Party.

14.4 No Waiver of Rights.

(a) No waiver by either Party of any default or defaults by the other Party in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character or shall be effective unless in writing, duly executed by a duly authorized representative of the Party waiving any such default.

(b) Neither the failure by a Party to insist on any occasion upon the strict performance of the terms, conditions, and provisions of this Agreement, nor time or other indulgence granted by one Party to the other, shall act as a waiver of such breach.

14.5 Severability. In case any one or more of the Articles, Sections, provisions, clauses or words of this Agreement shall for any reason be held to be invalid, unenforceable or unconstitutional, such invalidity, unenforceability or unconstitutionality shall not affect any other Articles, Sections, provisions, clauses or words of this Agreement, and it is intended that this Agreement shall be severable and shall be construed and applied as if such invalid or unconstitutional Article, Section, provision, clause or word had not been included herein.

15.6 Entire Agreement. This Agreement contains all of the agreements between the Parties on the subjects contained herein. As of the Effective Date of this Agreement, this Agreement shall replace any and all prior agreements between the Parties, both oral and written, with regard to the subject matter.

14.7 Amendments. This Agreement may be changed or modified at any time by a written instrument signed by both Parties and only after having obtained approval from the governing bodies of Elgin and District. No change or modification shall be made to this Agreement that will affect adversely the prompt payment, when due, of all monies to be paid by District under the terms of the contract or that will adversely affect the tax-exempt status of any tax-exempt obligations issued by Elgin or District. The foregoing notwithstanding, the Parties hereto agree to use their best efforts to modify this Agreement if the Internal Revenue Service determines that a failure to do so would adversely affect the tax-exempt status of any outstanding tax-exempt obligations issued by Elgin or District.

14.8 Cooperative Drafting. This Agreement is the product of a cooperative drafting effort by the Parties and shall not be construed or interpreted against either Party solely on the basis that one Party or its attorney drafted this Agreement or any portion of it.

14.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Parties may execute this Agreement and all other agreements, certificates, instruments and other documents contemplated by this Agreement and exchange the counterparts of such documents by means of facsimile transmission, and the Parties agree that the receipt of such executed counterparts shall be binding on such Parties and shall be construed as originals. Thereafter, the Parties shall promptly exchange original versions of this Agreement and all other agreements, certificates,

instruments and other documents contemplated by this Agreement that were executed and exchanged by facsimile transmission.

14.10 Third Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to confer upon, or to give to, any legal Person other than the parties, any right, remedy, or Claim under or by reason of this Agreement. Any covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties. Nothing in this Agreement is intended to interfere with any agreement of any Party with a third party.

14.11 Deadlines. To the extent that the date for any payment or notice due hereunder by either Party shall fall on a Day that is not a Business Day, such deadline for payment or notice, as the case may be, shall be automatically extended to the next following Business Day.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below.

ELGIN

**LUND FARM MUNICIPAL
UTILITY DISTRICT**

By: _____
Mayor

By: _____
President

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

Date: _____

Date: _____

EXHIBITS

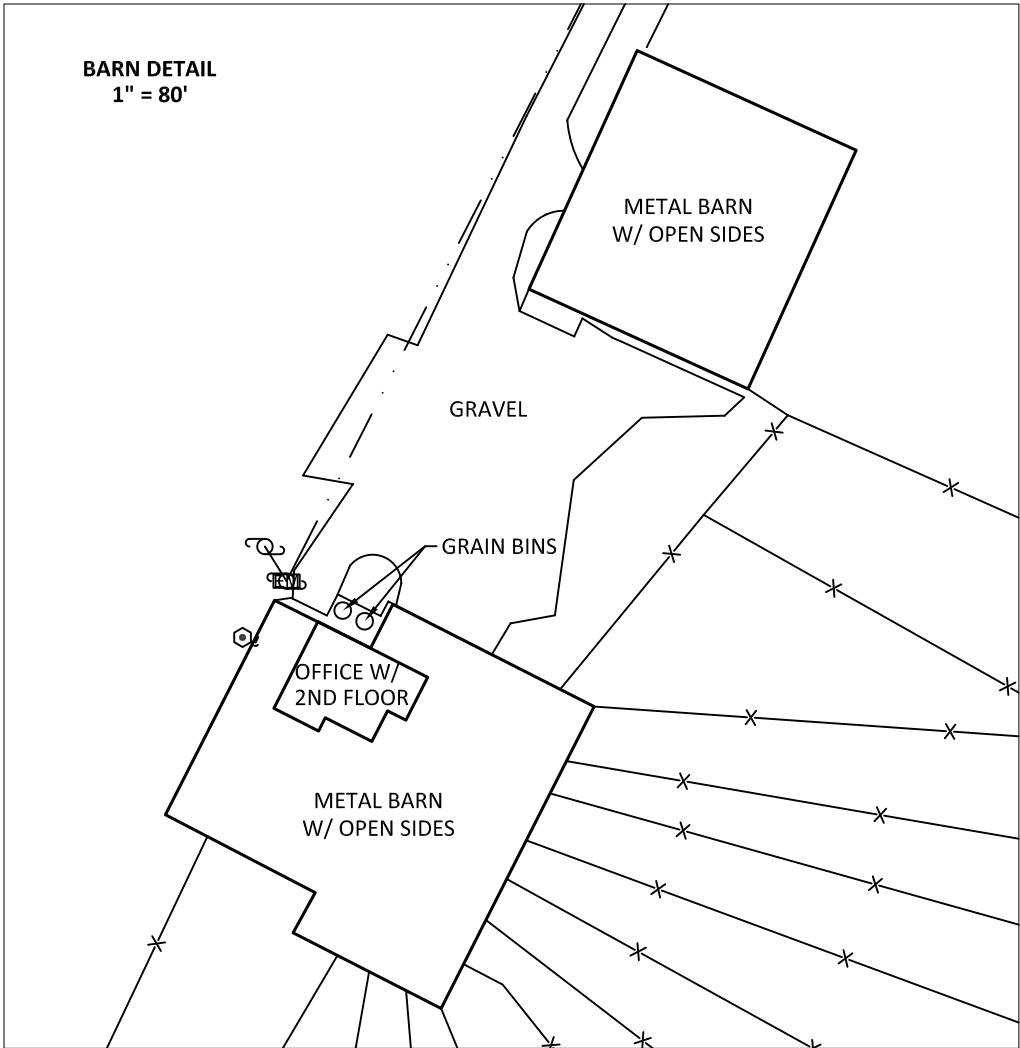
Exhibit A-	Description of Property
Exhibit B-	Elgin's Terms and Conditions for Wholesale Water Service
Exhibit C-	Schedule for Water Needs for Lund Farm
Exhibit D-	Point of Delivery
Exhibit E-	Name and Address for District

**EXHIBIT “A” TO WATER SERVICE AGREEMENT
DESCRIPTION OF PROPERTY**

NOTES:

1. THIS SURVEY HAS BEEN PREPARED UTILIZING A COMMITMENT FOR TITLE INSURANCE PREPARED BY **HERITAGE TITLE COMPANY OF AUSTIN, INC.**, G.F. NO. **202103847**, EFFECTIVE DATE: **SEPTEMBER 13, 2021**. PARTIES TO THIS TRANSACTION ARE RESPONSIBLE FOR VERIFICATION OF ALL EASEMENTS, COVENANTS AND CONDITIONS WHICH MAY AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD 83.
3. TITLE COMMITMENT SCHEDULE B, ITEM 10
- a. EASEMENT DATED APRIL 21, 1941, GRANTED BY ED PEARSON TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 105, PAGE 437, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- b. EASEMENT DATED APRIL 29, 1947, GRANTED BY JIM MOGONYE AND WIFE, ALVINA MOGONYE, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 124, PAGE 122, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- c. EASEMENT DATED MARCH 12, 1949, GRANTED BY W. C. RIVERS TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 125, PAGE 613, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- d. CHANNEL EASEMENT DATED SEPTEMBER 8, 1956, GRANTED BY JOHN L. NEWSTROM TO THE STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION, RECORDED IN VOLUME 144, PAGE 96, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- e. EASEMENT DATED OCTOBER 15, 1962, GRANTED BY JIM MOGONYE AND WIFE, ALBINA MOGONYE, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 159, PAGE 167, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- f. RIGHT-OF-WAY EASEMENT DATED JULY 9, 1993, GRANTED BY FRED LUNDGREN, JR. TO AQUA WATER SUPPLY CORPORATION, INC., RECORDED IN VOLUME 694, PAGE 59, OFFICIAL RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- g. RIGHT-OF-WAY EASEMENT DATED JULY 9, 1993, GRANTED BY FRED LUNDGREN, JR. TO AQUA WATER SUPPLY CORPORATION, INC., RECORDED IN VOLUME 694, PAGE 60, OFFICIAL RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**

DID NOT RESEARCH OIL, GAS AND MINERAL LEASES

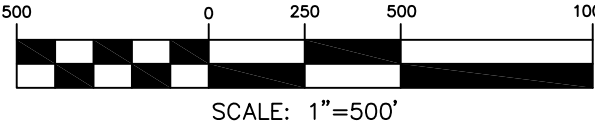
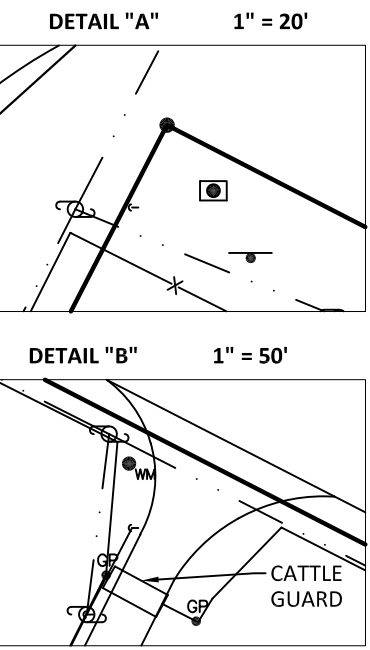


TO: HERITAGE TITLE COMPANY OF AUSTIN, INC.
RE: XIAOZHOU YANG

THE UNDERSIGNED HEREBY CERTIFIES:
THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION ON **AUGUST 28, 2020**, AND IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY SURVEY, THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT; THE SIZE, LOCATION AND TYPE OF BUILDINGS ARE AS SHOWN, ALL IMPROVEMENTS BEING WITHIN THE BOUNDARIES OF THE PROPERTY, AND SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

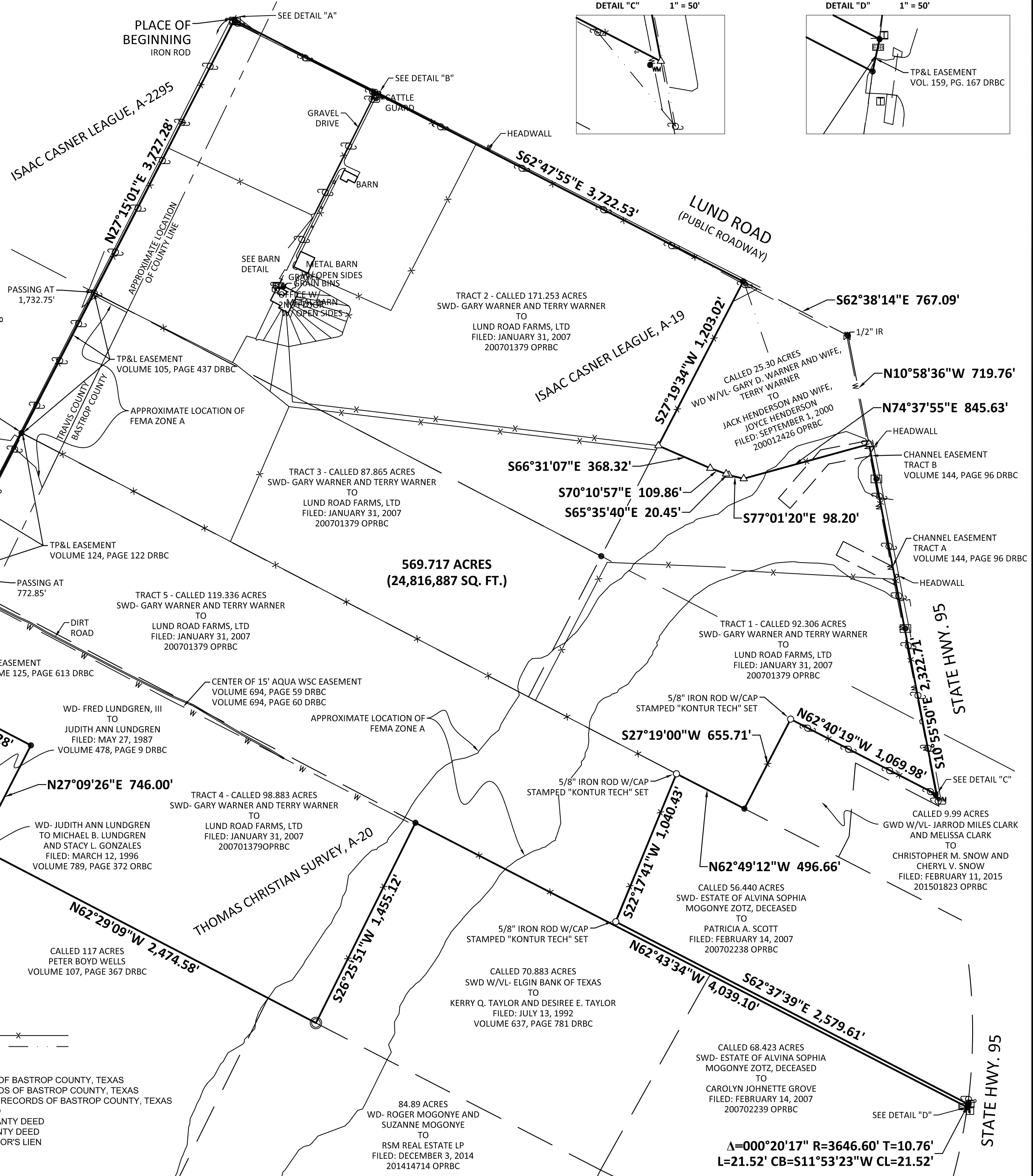
ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR BASTROP COUNTY, TEXAS, COMMUNITY PANEL NUMBERS **48021C0025E** & **48021C0050E**, EFFECTIVE **JANUARY 19, 2006**, AND TRAVIS COUNTY, TEXAS COMMUNITY PANEL NUMBER **48453C0320H**, EFFECTIVE **SEPTEMBER 26, 2008**, THE SUBJECT TRACT IS LOCATED IN ZONES "X & A", WHICH IN THIS CASE IS **PARTIALLY** LOCATED IN A SPECIAL FLOOD HAZARD AREA.

Corey J. Hall
COREY J. HALL, RPLS
TEXAS REGISTRATION NO. 6362



- LEGEND
- 1/2 INCH IRON ROD FOUND (UNLESS NOTED)
 - 3/4 INCH IRON PIPE FOUND
 - ⊕ ELECTRIC METER
 - ⚡ METAL FENCE POST FOUND
 - △ FIBER OPTIC CABLE MARKER
 - ⊙ GATE POST
 - ⊙ GUY ANCHOR
 - ⊙ MANHOLE (TELEPHONE)
 - ⊙ POWER POLE
 - ⊙ WATER METER
 - ⊙ EXISTING FENCE
 - ⊙ OVERHEAD ELECTRIC

- ABBREVIATIONS
- DRBC = DEED RECORDS OF BASTROP COUNTY, TEXAS
 - ORBC = OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS
 - OPRBC = OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS
 - WD = WARRANTY DEED
 - GWD = GENERAL WARRANTY DEED
 - SWD = SPECIAL WARRANTY DEED
 - W/VL = DEED WITH VENDOR'S LIEN



LAND TITLE SURVEY

BEING A 569.717 ACRE (24,816,887 SQUARE FEET) TRACT OF LAND OUT OF THE ISAAC CASNER LEAGUE, A-19 AND THOMAS CHRISTIAN SURVEY, A-20, LOCATED IN BASTROP COUNTY, TEXAS, AND OUT OF THE ISAAC CASNER LEAGUE, A-2295 AND THOMAS CHRISTIAN SURVEY, A-2296, LOCATED IN TRAVIS COUNTY, TEXAS, SAID 569.717 ACRE TRACT BEING ALL OF TRACTS 1-5 AS CONVEYED IN A SPECIAL WARRANTY DEED FROM GARY WARNER AND TERRY WARNER TO LUND ROAD FARMS, LTD, FILED JANUARY 31, 2007 AND RECORDED IN DOCUMENT NO. 200701379 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY (OPRBC),

NO.	DATE	REVISIONS	BY	DRAWN BY:	CJH
1	10/13/20	LABELED EASEMENTS/ROADWAYS	CJH	CHECKED BY:	CJH
2	10/4/21	UPDATE TITLE	BRC	DATE:	08/28/20
				SCALE:	1" = 500'
				JOB NO.:	4040.001



26 WOODLAND LANE, ROUND ROCK, TEXAS 78664
TELEPHONE: (512) 360-0012 WWW.KON-TECH.COM
TX SURVEYING FIRM #10194591 TX ENGINEERING FIRM # F-21974

THE STATE OF TEXAS§
COUNTIES OF BASTROP & TRAVIS§

Being a 569.717 acre (24,816,887 square feet) tract of land out of the ISAAC CASNER LEAGUE, A-19 and THOMAS CHRISTIAN SURVEY, A-20, located in Bastrop County, Texas, and out of the ISAAC CASNER SURVEY No. 30, A-2295 and THOMAS CHRISTIAN SURVEY No. 26, A-2296, located in Travis County, Texas, said 569.717 acre tract as conveyed in a Special Warranty Deed from Gary Warner, Trustee of the Lund Road Farms Management Trust, General Partner of Lund Road Farms, Ltd. to Philip Boghosian, as Trustee of the Philip Boghosian Living Trust, Boghosian Raisin Packing Company, Inc., a California corporation, Howard A. Sagaser Earmarked Account of Sagaser, Watkins and Wieland PC 401(k) Plan, and TWR 183 Land, LLC, a Texas limited liability company, dated January 20, 2021 and recorded in Document No. 202101359 of the Official Public Records of Bastrop County (OPRBC), and Document No. 2021015475 of the Official Public Records of Travis County, (OPRTC), and said 569.717 acres being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on August 28, 2020. All bearings and distances shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83, said 569.717 acre tract being more fully described as follows:

BEGINNING at a 1/2 inch iron rod found for the North corner of the said Tract 2 (called 171.253 acres) at the intersection of the South line of Lund Road and the East line of County Line Road, said iron rod marking the North corner of the herein described tract;

THENCE, South 62°47'55" East, with the South line of Lund Road and the North line of the said Tract 2, a distance of 3,722.53 feet, to a 1/2 iron rod found for the Northeast corner of the said Tract 2, the Northwest corner of a called 25.30 acre tract conveyed in a Warranty Deed with Vendor's Lien from Gary D. Warner and wife, Terry Warner to Jack Henderson and wife, Joyce Henderson, filed September 1, 2000 and recorded in Document No. 200012426 OPRBC, and being the Northeast corner of the said Tract 2 from which a 1/2 iron rod found for the Northeast corner of the 25.30 acre tract bears South 62°38'14" East, a distance of 767.09 feet;

THENCE, South 27°19'34" West, with the fenced East line of the said Tract 2 and the West line of the said 25.30 acre tract, a distance of 1,203.02 feet, to a metal fence post found for the Southwest corner of the said 25.30 acre tract, the Northwest corner of the said Tract 1 (called 92.306 acres), and being an interior corner of the herein described tract;

THENCE, with the fenced common line of the said 25.30 acre tract and the said Tract 1 the following courses and distances:

1. South 66°31'07" East, a distance of 368.32 feet, to a metal fence post found;
2. South 70°10'57" East, a distance of 109.86 feet, to a metal fence post found;
3. South 65°35'40" East, a distance of 20.45 feet, to a metal fence post found;
4. South 77°01'20" East, a distance of 98.20 feet, to a metal fence post found;

5. North 74°37'55" East, a distance of 845.63 feet, to a metal fence post found for the Southeast corner of the said 25.30 acre tract, the Northeast corner of the said Tract 1, being in the West right-of-way line of State Highway 95, and marking an exterior corner of the herein described tract;

THENCE, South 10°55'50" East, with the East line of said Tract 1 and the West line of the said State Highway 95, a distance of 2,322.71 feet, to a metal fence post found for the East corner of the said Tract 1, the Northeast corner of a called 9.99 acre tract conveyed in a General Warranty Deed with Vendor's Lien from Jarrod Miles Clark and Melissa Clark to Christopher M. Snow and wife, Cheryl V. Snow, filed February 11, 2015 and recorded in Document No. 201501823 OPRBC, and marking an exterior corner of the herein described tract;

THENCE, North 62°40'19" West, with the fenced common line of the said 9.99 acre tract and the said Tract 1, a distance of 1,069.98 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the North corner of the said 9.99 acre tract, an interior corner of the said Tract 1, and marking an interior corner of the herein described tract;

THENCE, South 27°19'00" West, continuing with the fenced common line of the said 9.99 acre tract and the said Tract 1, a distance of 655.71 feet, to a 1/2 inch iron rod found for the Southwest corner of the said 9.99 acre tract, the South corner of the said Tract 1, said iron rod being in the North line of a called 56.440 acre tract conveyed in a Special Warranty Deed from the Estate of Alvina Sophia Mogonye Zotz, deceased to Patricia A. Scott, filed February 14, 2007 and recorded in Document No. 200702238 OPRBC, and marking an exterior corner of the herein described tract;

THENCE, North 62°49'12" West, with the fenced common line of the said Tract 1 and the said 56.440 acre tract, a distance of 496.66 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Northwest corner of the said 56.440 acre tract, the Northeast corner of the said Tract 5 (called 119.336 acres), and marking an interior corner of the herein described tract;

THENCE, South 22°17'41" West, generally along a fence with the common line of the said 56.440 acre tract and the said Tract 5, a distance of 1,040.43 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Southwest corner of the said 56.440 acre tract, an interior corner of the said Tract 5, and marking an interior corner of the herein described tract;

THENCE, South 62°37'39" East, with the common line of the said 56.440 acre tract and the said Tract 5, a distance of 2,579.61 feet, to a 1/2 inch iron rod found for the Southeast corner of the said 56.440 acre tract, an exterior corner of the said Tract 5, said iron rod being in the curving right-of-way of the aforesaid State Highway 95, and marking an exterior corner of the herein described tract;

THENCE, with said curve to the right, having a radius of 3,646.60, a tangent of 10.76, a delta of 00°20'17", and an arc length of 21.52 feet, whose chord bears South 11°53'23" West, a distance of 21.52 feet, to a 1/2 inch iron rod found for the Southeast corner of the said Tract 5, the Northeast corner of a called 68.423 acre tract conveyed in a Special Warranty Deed from the Estate of Alvina Sophia Mogonye Zotz, deceased to Carolyn Johnette Grove, filed February 14, 2007 and recorded in Document No. 200702239 OPRBC, and marking the Southeast corner of the herein described tract;

THENCE, North 62°43'34" West, with the common line of the said Tract 5, the said 68.423 acre tract, and a called 70.883 acre tract conveyed in a Special Warranty Deed with Vendor's Lien from Elgin Bank of Texas to Kerry Q. Taylor and Desiree E. Taylor, filed July 13, 1992 and recorded in Volume 637, Page 781 of the Deed Records of Bastrop County, Texas (DRBC), a distance of 4,039.10 feet, to a 1/2 inch iron rod found for the Northwest corner of the said 70.833 acre tract, the Northeast corner of the said Tract 4 (called 98.883 acres), and marking an interior corner of the herein described tract;

THENCE, South 26°25'51" West, generally along a fence with the common line of the said 70.883 acre tract and the said Tract 4, a distance of 1,455.12 feet, to a 3/4 inch iron pipe found for the Southeast corner of the said Tract 4, and the Southwest corner of the said 70.883 acre tract, said iron rod being in the North line of a called 84.89 acre tract conveyed in a Warranty Deed from Roger Mogonye and Suzanne Mogonye to RSM Real Estate LP, filed December 3, 2014 and recorded in Document No. 201414714 OPRBC, and marking the South corner of the herein described tract;

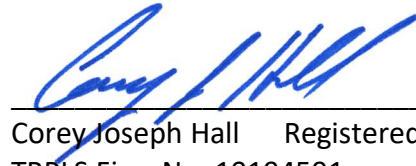
THENCE, North 62°29'09" West, with the common South line of Tract 4 and the North lines of the said 84.89 acre tract and a called 117 acre tract conveyed to Peter Boyd Wells in Volume 107, Page 367 DRBC, a distance of 2,474.58 feet, to a 1/2 iron rod found for the Southwest corner of the said Tract 4, the Southeast corner of a tract conveyed in a Warranty Deed from Judith Ann Lundgren to Michael B. Lundgren and Stacy L. Gonzales, filed March 12, 1996 and recorded in Volume 789, Page 372 of the Official Records of Bastrop County, Texas (ORBC), and marking the Southwest corner of the herein described tract;

THENCE, North 27°09'26" East, with the West line of the said Tract 4 and the East line of the said Michael Lundgren tract and another tract conveyed in a Warranty Deed from Fred Lundgren, III to Judith Ann Lundgren, filed May 27, 1987 and recorded in Volume 478, Page 9 DRBC, a distance of 746.00 feet, to a 1/2 inch iron rod found for the Northeast corner of the said Judith Lundgren tract, an interior corner of the said Tract 4, and marking an interior corner of the herein described tract;

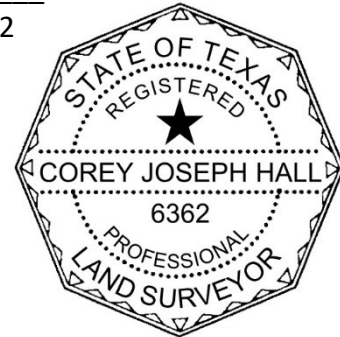
THENCE, North 62°29'30" West, with the common line of the said Judith Lundgren tract and the said Tract 4, a distance of 983.28 feet, to a 1/2 inch iron rod found for the Northwest corner of the said Judith Lundgren tract, and the West corner of the said Tract 4, said iron rod being in the East line of the aforesaid County Line Road, and marking the West corner of the herein described tract;

THENCE, North 27°10'12" East, with the East line of said road and the West line of said Tract 4, passing at a distance of 772.85 feet, the common West corner of Tract 4 and Tract 5, and continuing for a total distance of 1,071.28 feet, to a 1/2 iron rod found for an interior angle in the West line of Tract 5, and marking an interior corner of the herein described tract;

THENCE, North 27°15'01" East, with the common line of said Tract 5 and said road, passing at a distance of 703.49 feet, the common West corner of the said Tract 5 and the aforesaid Tract 3, passing at a distance of 1,732.75 feet, the common West corner of said Tract 3 and the aforesaid Tract 2, and continuing for a total distance of 3,727.28 feet, to the **PLACE OF BEGINNING**, containing within these metes and bounds 569.717 acres (24,816,887 square feet) of land, more or less.



Corey Joseph Hall Registered Professional Land Surveyor No. 6362
TBPLS Firm No. 10194591



**EXHIBIT “B” TO WATER SERVICE AGREEMENT
ELGIN’S TERMS AND CONDITIONS FOR WHOLESALE WATER SERVICE**

CITY OF ELGIN
TERMS AND CONDITIONS FOR WHOLESALE SERVICES

SECTION 1.0
DEFINITIONS

“Lund Farm” means Lund Farm Investment LLC, as represented by its Board of Directors.

“Lund Farm’s Engineer” means a person or firm licensed by the State of Texas and engaged by Lund Farm Municipal Utility District to provide engineering consulting services to Lund Farm MUD.

“Lund Farm’s System” means collectively all of the system that resides within the development for retail service excluding the City of Elgin’s EST.

“Capacity Charge” means the cost to have water service available under a Wholesale Service Agreement.

“Commodity Replacement Charge” means the charge assessed under a Wholesale Service Agreement for the purpose of replacing the water supply contracted for sale to Lund Farm.

“Cost of Construction” means all expenses associated with constructing, installing and placing a facility into operation including, but not limited to, planning, engineering, clearing surveying, legal, land acquisition, acquisition of rights-of-way, the construction contract, and the like.

“Elgin” means the City of Elgin, Texas.

“Elgin’s Engineer” means a person or firm licensed by the State of Texas and engaged by the City of Elgin to provide engineering consulting services to Elgin.

“Elgin’s System” means collectively all of Elgin's production, distribution, and transmission facilities, including, without limitation, wells, ground storage reservoirs, pump stations, elevated storage tanks, water transmission and distribution lines connecting any of the aforementioned facilities, and other properties or interest therein wherever located for the production, distribution, and transmission of water.

"Feasibility Study" means the report prepared by Elgin's Engineer to determine whether Elgin has adequate water supply and delivery-capacity to supply the requested Wholesale Service for the standard contract period, and to identify the point on Aqua's System of the nearest available adequate supply.

"Maximum Daily Delivery Rate" means the maximum rate at which Elgin will deliver water to Lund Farm under a Wholesale Service Agreement in one twenty-four (24) hour period.

"Monthly Customer Charge" means the cost to have water available at a meter.

"Service Area" means that area to which Elgin may lawfully provide water service, whether within or outside the area described by the Certificate of Convenience and Necessity held by Elgin.

"Usage Charge" means the charge billed for water delivered through a metered point of delivery.

"Wholesale Service" means wholesale water service provided to a retail public utility, as defined by the Texas Water code, located outside of Elgin's service area. Water provided under Wholesale Service shall be partial requirements only, pursuant to a Wholesale Service Agreement between Elgin and Lund Farm. Such water shall be sub metered for resale by Lund Farm within Lund Farm's service area. Elgin will not be a retail service provider to Lund Farm's customers.

SECTION 2.0 WHOLESALE SERVICE RATE SCHEDULE

Section 2.01 -Water Rates

The monthly charge for Wholesale Service shall be the sum of the Monthly Wholesale Charge and the Usage Charge.

The Monthly Base Charge is a fixed charge assessed against the number of residential customers in the amount of \$40.00 per customer. Such amount shall be payable in advance on a monthly basis.

The Usage Charge is applicable to all water actually delivered to Lund Farm by Elgin pursuant to the Wholesale Service Agreement in the amount of \$3.53 per 1,000 gallons delivered after a 12% discount from retail price of \$4.01.

The Monthly Wholesale Charge and Usage Charge may be changed by Elgin from time to time and Elgin will give Lund Farm thirty (30) days written notice of any such change.

Section 2.02 --Miscellaneous Fees and Requirements for Service

a. <u>Reconnection Fees</u>		
Base Reconnection Fee		\$60.00
Past Due Balance		As applicable

If disconnected for non-payment, the above Reconnection Fee must be paid before service can be restored to Lund Farm. A Base Fee of \$60.00 shall be charged for all reconnections.

b. Late Charge

A 10% penalty will be added for payment received after the 10th day of the month. Failure to pay by the 10th, may require disconnection. The penalty on delinquent bills may not be applied to any balance to which the penalty was applied in a previous billing.

c. Returned Check Charge \$35.00

SECTION 3.0
SERVICE RULES AND REGULATIONS

Section 3.0 I - Application for Wholesale Service

Wholesale Service is provided pursuant to a Wholesale Service Agreement, after (i) receipt of an application for Wholesale Service, and (ii) a determination is made by Elgin that Wholesale Service is available to Lund Farm Municipal Utility District (MUD). Service will be provided by Elgin in its sole determination, taking into consideration the proposed place of use of the water, the furtherance of the goals of regionalization, the optimal use of Elgin's infrastructure, and other policies and guidelines adopted by Elgin from time to time.

Lund Farm MUD will meet the following minimum qualifications for Wholesale Service including, but not limited to:

1. Payment for and transfer of Aqua's CCN to the City of Elgin per the Texas Water Code so it may hold a valid certificate of Convenience and Necessity ("CCN") for the provision of retail water utility service issued by the Public Utility Commission, its predecessors or successors.

Section 3.02 -- Billing

Water bills shall be rendered monthly unless service is terminated before the end of a billing cycle.

Payment is considered late if not received at Elgin's office or postal address by the 10th of the month. A 10% penalty will be added for payment received after the 10th day of the month. Failure to pay by the 10th may result in disconnection.

Section 3.03 -- Service Disconnection

Wholesale service may be disconnected if a bill has not been paid and proper notice has been given.

Proper notice shall consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice. If applicable, the notice must also list the past due balance.

Service may be disconnected after proper notice for any of the following reasons:

1. Failure to pay a delinquent account or to comply with a deferred payment agreement.
2. Willful violation of a usage rule when that violation interferes with another member's service;
3. Other reasons set forth in the Wholesale Service Agreement.

Service may only be disconnected without notice:

1. When a known dangerous condition exists, for as long as the condition exists;
2. When service is established through meter bypassing, an unauthorized connection or unauthorized reconnection; or
3. In instances of tampering with Elgin's meter or equipment.

Section 3.04 – Litigation

These Terms and Conditions shall be construed under and in accordance with the laws of the State of Texas. All obligations of the parties created under these Terms and Conditions shall be performable in Bastrop County, Texas. All payments required to be made to Elgin under the Wholesale Service Agreement shall be made at Elgin's offices in Bastrop County, Texas. Bastrop County, Texas shall be the exclusive place of venue for any disputes arising under the Wholesale Service Agreement.

**EXHIBIT “C” TO WATER SERVICE AGREEMENT
SCHEDULE FOR WATER NEEDS FOR LUND FARM**

	Additional LUEs	Cumulative LUEs
1/1/2025	260	200
1/1/2026	260	520
1/1/2027	220	740
1/1/2028	220	960
1/1/2029	220	1180
1/1/2030	220	1400
1/1/2031	220	1620
1/1/2032	220	1840
1/1/2033	220	2060
1/1/2034	220	2280
1/1/2035	220	2500

**EXHIBIT “D” TO WATER SERVICE AGREEMENT
POINT OF DELIVERY**

The Point of Delivery for Lund Farm Municipal Utility District is located at the Master Meter adjacent to the +/-1ac elevated storage tank site in the southwest corner of the development along County Line Road.

**EXHIBIT “E” TO WATER SERVICE AGREEMENT
NAME AND ADDRESS FOR DISTRICT**

District Name: Lund Farm Municipal Utility District

District Address: The District is generally located west of State Highway 95, east of County Line Road and south of Lund Road in Elgin, Texas.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE LUND FARMS MUD WASTEWATER SERVICE AGREEMENT AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager, Public Works, Engineering

PROPOSED ACTION: Approval of the Resolution

BACKGROUND: The City of Elgin is interested in providing wholesale wastewater Service to the Lund Farms Municipal Utility District. The terms of this agreement are set forth in the Development Agreement and the wastewater agreement attached in this packet contains the Specifics of the Agreement, including how the City of Elgin would accept and treat wastewater from the final build out of the project at 2,500 residential units.

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☐ not included in the current-year budget ☒ N/A

Finance Approval:

Signature: _____ **Date:** _____

RECOMMENDATION: Approval of the Resolution

ATTACHMENTS: Resolution and Agreement

- ☐ Staff will be making a detailed presentation on this agenda item at the meeting.
- ☒ Staff will provide brief comments and answer questions on this item at the meeting.
- ☐ This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS
AUTHORIZING THE LUND FARMS MUD WASTEWATER
SERVICE AGREEMENT AND MAKING CERTAIN FINDINGS
RELATED THERETO**

WHEREAS, the City Council has approved and authorized a Development and Consent Agreement with Lund Farms Municipal Utility District to construct a master-planned, residential project of 2,500 living units North of the City Limits of Elgin; and,

WHEREAS, the Lund Farms Utility District includes 569.71 acres of land (“the Property”) more particularly described within “Exhibit “A”, attached hereto; and,

WHEREAS, it has been determined that the City shall manage, treat and dispose of wastewater that residents of the Lund Farms Utility District generate; and

WHEREAS, the City, and Lund Farms Utility District desire to enter into this Agreement in order to establish rights and obligations with respect to wastewater service to the Property.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization. The Mayor is hereby authorized to execute the *Lund Farms MUD Wastewater Service Agreement*, a copy of said agreement being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 15th day of August, 2023

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

WASTEWATER SERVICE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This Wastewater Service Agreement (this “Agreement”) is made and entered into by and between Lund Farm Investment LLC, a Texas limited liability company (“Owner”) and the City of Elgin, Texas (“City”). The Owner and the City may be referred to herein each as a “Party” or collectively as the “Parties”. The Lund Farm Municipal Utility District (“District”) (or such other name as the Texas Commission on Environmental Quality may require, the “District”), which is a municipal utility district to be created, will either join this Agreement as set forth below and after such joinder shall become a party to this Agreement or Owner may assign its interest and obligations in full to the District.

WHEREAS, the Owner is a Texas limited liability company; and

WHEREAS, the City is a home-rule municipality located in Bastrop County, Texas, with extraterritorial jurisdiction extending into Travis County, Texas; and

WHEREAS, the Owner currently owns 569.717 acres of land more particularly described in Exhibit “A”, attached hereto and made a part hereof (together with any property currently owned or hereafter acquired by Owner and annexed into the District, the “Property”); and

WHEREAS, the Property is partially located within the extraterritorial jurisdiction of the City; and

WHEREAS, the Parties anticipate that the Property will have 2,500 connections; and

WHEREAS, the Owner intends to develop the Property in phases; and

WHEREAS, the Owner and City have entered into a Development and Consent Agreement dated _____ (“Development Agreement”) that provides, among other things, that the City will manage, treat and dispose of wastewater that the residents of the Property generate; and

WHEREAS, the Parties have determined that it is in the best interest of the Parties to allow the City to manage, treat and dispose of wastewater that residents of the Property generate; and

WHEREAS, pursuant to the Development Agreement, the District and/or Owner on behalf of the District and the City shall construct new facilities to provide wastewater service to the Property, including participating in constructing a new permanent wastewater treatment plant and certain interceptor lines connecting the Property to the wastewater facilities of the City (“Interceptor Lines”); and

WHEREAS, the City has previously adopted the Rate Order attached hereto as Exhibit “B” (the “Wholesale Rates”); and

WHEREAS, the Parties hereto desire to enter into this Agreement in order to set out the rights and obligations of the Parties hereto with respect to wastewater service to the Property.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Owner and City agree and contract as follows:

1. Off-Site Wastewater Facilities Design, Construction, and Financing.

The responsibility and timing for the design, construction, and financing of the wastewater treatment plant No. 2, Interceptor Lines, Off-Site Wastewater Conveyance Line Improvements, and related appurtenances lying outside the boundaries of the Property necessary to serve the Property (collectively, the “Off-Site Wastewater Facilities”) are more specifically set forth in the Development Agreement. The Parties agree and affirm that the design, construction, and financing of the Off-Site Wastewater Facilities shall be performed in accordance with the Development Agreement.

2. Wastewater Service

The City agrees to provide wholesale wastewater service to the District for the Property to handle up to 2,500 LUEs. In providing this service, the City specifically agrees to allow the District to utilize the City’s existing wastewater collection system and treatment plant for wastewater service to up to 500 LUEs within the Project until completion of the New WWTP. Design and construction of the off-site interceptor line shall comply with City and State standards and shall be the responsibility of the District. Design and construction of the Off-Site Wastewater Conveyance Line Improvements shall comply with City and State standards and shall be the responsibility of the City. Substantial completion of the Off-Site Conveyance Line Improvements shall correspond to the substantial completion of the New WWTP and in no case be beyond 60 days beyond said substantial completion of the New WWTP.

3. Interior Improvements.

- (a) The District and/or the Owner on behalf of the District shall be responsible for the design, engineering, permitting, construction, and financing of all wastewater improvements lying within the boundaries of the Property (the “Interior Improvements”). All Interior Improvements shall be engineered and designed by a Texas Licensed Professional Engineer in accordance with the applicable specifications of governmental agencies having jurisdiction.

- (b) The City shall have the right to inspect all phases of the construction of the Interior Improvements at the City's sole cost and expense. The District and/or the Owner on behalf of the District shall give written notice to the City of the date on which construction is scheduled to begin so that the City may advise its consulting engineer.
- (c) Upon completion of the Interior Improvements, the District shall own and maintain the Interior Improvements as long as the District is the retail wastewater service provider. Upon annexation of the District, the District shall convey the Interior Improvements to the City for operation and maintenance and the City will become the retail wastewater service provider. The District shall own an undivided interest in the capacity of that portion of the City's Wastewater System, up to the capacity designed for the provision of wastewater service to the Owner and/or District and the payment of associated costs of said facilities by Owner and/or District.

4. Permanent Service to the Property.

- (a) After completion and dedication of the Interceptor Lines to the City, the City shall provide continuous and adequate wholesale wastewater service to the Property sufficient (i) to serve the land uses shown on the Concept Plan included in the Development Agreement and (ii) to fulfill the requirements of any applicable rule or regulation of the Public Utility Commission of Texas, the regulations of the Texas Commission on Environmental Quality, and all duly adopted rules and regulations of the City, subject to payment of the following:
 - (1) Tap fees and inspection fees as defined in the District's Rate Order which will be collected by the District or by a third-party on behalf of the District. The Owner, the District and applicants for wastewater service within the Property are excluded from any wastewater impact fees being charged by the City, as further set forth in Section 6 below and the Development Agreement; and;
 - (2) Monthly services charges based on the Wholesale Rates set forth in this Agreement.
- (b) Once the Off-Site Wastewater Facilities are constructed, the City will receive, treat and dispose of, or shall contract for the treatment and disposal of, all sewage generated by customers within the Property. The City will maintain an adequate wastewater treatment capacity at all times to serve the customers within the District at the same level these services are provided within the City.
- (c) The District acknowledges that wastewater entering the City's wastewater

system (the "City's System") from the wastewater system lying within the Property and being operated and maintained by the District, including the Interior Improvements (the "District's System"), originating from any source whatsoever must be given treatment and handling whether or not its source is revenue-producing for the District. Therefore, the District will pay for all wastewater entering the City's System from the District's System, including infiltration and inflow. It is the District's responsibility to undertake reasonably prudent measures to minimize infiltration and inflow to the Interior Improvement.

- (d) The wholesale rates charged by the City for service within the Property shall be the same as those rates charged by the City to its in-city customers and shall be those rates reflected in Exhibit "B" hereto. Such rates may be reviewed and adjusted annually by the City, based on a cost of performance study performed by the City and as allowed by applicable law. However, nothing in this provision or elsewhere in this Agreement or the Development Agreement shall be interpreted to prevent District customers from appealing the wastewater rates pursuant to §13.043, Texas Water Code.
- (e) The District shall have guaranteed reserved capacity and shall fully own capacity in the Wastewater Facilities sufficient to serve the needs of the Property, currently estimated to be 0.6125 million gallons per day, as set forth in the Development Agreement, but subject to such increase as may be required based upon final density of the development in the Property, including the increase provided for in Section 4.05 of the Development Agreement.
- (f) Condition of Wastewater Delivered.
 - (i) The District will operate and maintain the District's System to ensure that wastewater delivered to Elgin's wastewater system will have a pH factor between six and eleven and otherwise be in a condition that complies with the requirements of Chapter 42, Article III, Division 5 of the City's Code of Ordinances (the "Code") in existence on the date of this Agreement. If wastewater delivered from the District's System the City's System fails to meet the specified standards and the Director determines that the addition of oxidizing chemicals or another reasonable method of pretreatment of wastewater or operation of the District's System is necessary in order for wastewater delivered to be non-injurious to the City's System, then the District will install facilities or implement methods of operation and maintenance to meet the standards and render wastewater from the District non-injurious to the City's System. Such facilities or methods shall be agreed upon by the City and District engineer. The District shall not be required to install facilities or employ methods that far exceed industry standards for wastewater pretreatment, given the nature and

volume of wastewater being processed.

(ii) Should the wastewater entering the City's System from the District's System be found to be in violation of the applicable provisions of the Code, and should such violation be found to be the direct and sole source of injury to the City's System, the District shall pay for the reasonable, actual cost to repair City's System. The City shall bear the burden of proving both the Code violation and that such violation was the sole and direct cause of the damage to the City's System.

(iii) If the District fails to implement measures required for protection of the City's system and the wastewater entering the City's System from the District's System is found to be in violation of the Code, the City may require the District to implement an operation and maintenance plan to ensure that flows received from the District are non-injurious to the City's System.

(g) Industrial Discharges and Prohibited Wastes.

(i) The District and the City acknowledge that both the City and District have the authority under federal and state law to establish:

(1) types and quantities of discharges that are prohibited for entry into their systems;

(2) discharge prohibitions for certain substances, as may be amended from time to time;

(3) pretreatment, permitting, monitoring, and other requirements for persons who discharge prohibited substances; and

(4) measures to protect the District's System and the City's System.

(ii) To the extent authorized by law, the District will ensure that all persons or entities lawfully connected to its system and discharging wastewater into the District's System abide by the applicable provisions in the Code, including any permitting requirements set forth therein.

(iii) To the extent authorized by law, the District will enact and enforce rules that are at least as stringent as those adopted by the City and will take reasonable steps to require customers connected to the District System to comply with District's regulations. The City will give written notice to the District of any future ordinance changes governing the pretreatment, monitoring, or discharge of wastewater containing industrial waste or other prohibited waste, and those changes will become applicable to wastewater

discharges into the District's System that ultimately discharge into the City's System sixty (60) days after the delivery of the notice to District.

(iv) The District will seek injunctive or other appropriate relief to prohibit wastewater discharges when the District becomes aware that such discharges will damage or pass through the City's System without adequate treatment, interfere with the treatment system, or otherwise pose an imminent danger to public health or when the specific person or industry is not making sufficient progress toward implementing an approved pretreatment system.

(v) During the term of this Agreement, the District will provide the City with copies of all relevant monitoring data and pretreatment enforcement actions under this Subsection 4(g) within thirty (30) days of written request by the City.

(vi) This Agreement does not limit, modify, restrict, or otherwise alter the responsibility or authority of the City to enforce its ordinances governing the pretreatment, monitoring and discharge of wastewater containing industrial waste or other prohibited waste, as amended, with respect to the District when and as such action is deemed necessary by the City's Utilities Director.

(h) Sampling and Testing.

(i) The District agrees that the City may, at its option and expense, sample wastewater discharges within the District System at:

(1) the site of discharge;

(2) the point of entry; and

(3) other locations as required for the purpose of determining the source, type, and strength of discharge.

Any damages done to the District's System or to the property of the District or third parties during the course of City sampling under this Subsection 4(h) will be immediately and fully repaired or replaced by the City.

(ii) The District will make necessary arrangements and provide assistance to the City in obtaining lawful access to sampling points within areas served by District.

(iii) The District will disconnect any of its individual customers found in violation of allowable discharges or any of its individual customers who refuse access for the purpose of sampling from the District system in

accordance with applicable regulations of District and of the City.

(iv) In addition to other samples taken and tests made on an as required basis, the City will regularly take 24-hour composite samples of wastewater discharges at the point of entry no less frequently than semiannually. The City will be solely responsible for the costs of sampling and testing at the point of entry.

(v) The City will provide the District with a copy of the results of each sample test within thirty (30) days of the date of taking of the sample.

(i) Construction and Testing Criteria for District Sewer Connections.

(i) The District will require that all sewer connections in the District's System be constructed with a permanent type material, be carefully bedded to prevent over-stressing of the material, and utilize a joint that will provide a permanent, water-tight connection. The District shall provide the City with reports from trench backfill density tests performed in conjunction with construction related to the District's System within thirty (30) days of written request of same. The District agrees that the installation will pass an air test performed in accordance with applicable A.S.T.M. Standard and done under the supervision of the District's authorized representative at the time of installation, at the District's or its customer's expense. Each building lateral that interconnects private property to the public sewer will be excluded from this air test requirement.

(ii) The District is responsible for the physical connection of each service line to the local wastewater facility, which will not be left to the discretion of the plumber or contractor unless the plumber or contractor is under the direct supervision of, or their work is inspected by, the District's authorized representative.

(iii) The District will require that all future trunk sewer lines added to the District's System be built in accordance with applicable State of Texas and City criteria, including, at the City's option and at the District's expense, infiltration/leakage testing at the time of installation to assure the standards are met. All manholes constructed by the District related to the District's System after the effective date of this Agreement shall be epoxy coated and vacuum tested.

(iv) The District will maintain reasonable supervision and maintenance of the District's System to prevent contamination, such as roof drains or any other means by which surface drainage could enter the District System and then discharge to the Elgin System.

(v) Connections made to the District's System after the date of

execution of this Agreement will be made using only materials permitted by the Code in existence at the time such connection is made. The District will inspect all connections to the District's System in accordance with its own rules and regulations in order to insure compliance with its rules and regulations.

(vi) The District will conduct deflection tests on all wastewater lines and stations indicated on the plans for the District's System, as such plans may be amended.

If the District fails to enact and enforce regulations governing connections to the District's System, the City may, after notice to District in writing of the specific violation and District's failure to correct the violation within thirty (30) days or, if the violation cannot reasonably be expected to be corrected within thirty (30) days, to begin to correct the violation and diligently pursue the corrective action, restrict or limit wastewater flows to the extent the City deems reasonably necessary to protect the City's System from damage.

5. Further Representations of the Parties.

- (a) It is understood and agreed that the obligation of the City to provide wastewater service in the manner contemplated by this Agreement is subject to the issuance by the Texas Commission on Environmental Quality and all other governmental agencies having jurisdiction of all permits, certificates or approvals required to provide lawful service, if any. In such respect, the City agrees to apply for and diligently pursue any permits, certificates, or approvals required to lawfully provide wholesale wastewater service to the Property. Should the City fail to obtain timely any approvals required to serve the Property, the Owner may, at its option, and in addition to any other remedies available to it pursuant to applicable law, terminate this Agreement.
- (b) Unless the prior approval of the City is obtained, such approval not to be unreasonably withheld, conditioned, or delayed, the Owner and/or the District shall not:
 - (1) significantly increase the lands for which wastewater service is to be provided by the City pursuant to this Agreement; or
 - (2) knowingly connect or provide service to any person or entity within the Property who, in turn, sells wastewater service directly or indirectly to another person or entity.
- (c) If necessary, the Owner and/ or the District will provide easements within the Property for all master meters in accordance with City Ordinance requirements. Master meters shall be owned by the City and installed to

measure Property wastewater flows. These meters will be calibrated on an annual basis at a time agreed by the City and the District. If the District requests meter calibration more often than the agreed annual time, then at the District's expense, additional calibrations may be performed. In the event wastewater mains enter the Property from other City service areas, master meters will be installed at both ends of the system serving the Property so that the differential flows will be measured to determine flows from District customers. The Owner and/or the District shall not be required to provide easements outside the area of the Property. If, as a result of any test or failure, the master meter(s) are found to be registering inaccurately (in excess of or below AWWA and manufacturer's standards for the type and size of meter), the readings of the master meter(s) shall be corrected at the rate of the inaccuracy for any period which is definitively known or agreed upon or, if no such period is known or agreed upon:

- (1) based on the three-month winter average when available; or
- (2) the most recent three-month wastewater meter readings if no winter average is available.

6. Payments by the Owner.

The Parties acknowledge and agree that the Development Agreement contains arrangements for certain payments to be made by the Owner to the City, including Master Development Fees, applicable Capacity Fees, applicable Impact and Tap Fees, and Advance Payments, as defined in the Development Agreement. In acknowledgment of such payments and in exchange for the other considerations herein, the Owner and/or District shall not be required to make any payments in association with the wholesale wastewater services being provided by the City except those that are customary to in-city usage rates for wastewater customers.

7. Contract for Billing Services.

The Parties acknowledge that the retail water service will be provided to the Property by the District with wholesale water services furnished by the City. The District will make every effort to utilize one bill to cover the cost of water, wastewater, and trash service. Nothing in this section shall be construed to allow for an increase in the rates paid by customers within the Property for wholesale wastewater services above those rates provided for elsewhere herein.

8. Effect of Force Majeure.

In the event any Party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that Party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible

after the occurrence of the force majeure relied upon to suspend performance, the Party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other Parties.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inability of any Party, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party if the settlement is unfavorable to it in the judgment of the Party having the difficulty. Nothing in this Section 8 shall be interpreted to prohibit the Owner from seeking alternative sources of wholesale wastewater service for the Property in the event of a force majeure.

9. Notices.

Any notice to be given hereunder by any Party to the other Parties shall be in writing and may be effected by personal delivery or by sending said notices by overnight delivery, registered or certified mail, return receipt requested, to the address of each contact of the Party being provided notice, as set forth below. Notice shall be deemed given when deposited with the United States Postal Service or overnight delivery carrier with sufficient postage affixed or payment provided. Any notice mailed to the Parties shall be addressed as follows:

CITY: City of Elgin
PO Box 591
Elgin, Texas 78621
Attn: City Manager

With Copy to: Mark J. Schroeder
Hejl & Schroeder PC
311 Talbot Street
PO Box 192
Taylor, Texas 76574

OWNER: Lund Farm Investment LLC
410 East 94th Street, Apartment 26A
New York, New York 10128

With Copy to: McLean & Howard, LLP
Attn: Tony Corbett
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

Any Party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this paragraph.

10. Remedies.

- (a) If the City defaults under this Agreement, the Owner may enforce this 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, the Owner may terminate this Agreement as to all of the Property owned by the Owner, or as to the portion of the Property affected by the default.
- (b) If the Owner defaults under this Agreement, the City may enforce this Agreement by seeking specific performance from any court of appropriate jurisdiction, or the City may give Notice to the Owner. If the Owner 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 a 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 the Owner, or as to the portion of the Property affected by the default.
- (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.

11. Effective Date.

This Agreement shall be effective from and after the date of due execution by both the Parties (the “Effective Date”).

12. Term.

This Agreement shall commence upon the Effective Date and shall continue in

effect with the term of the Development Agreement. Upon expiration of the Development Agreement, this Agreement shall also terminate.

13. Third Parties.

It is the express intention of the Parties that the terms and conditions of this Agreement may be enforced by any Party, but not by any third party or alleged third-party beneficiary.

14. Multiple Originals.

This Agreement may be executed in multiple originals, any copy of which shall be considered to be an original.

15. Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

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

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

17. Entire Agreement. This Agreement contains the entire agreement of the parties. 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.

18. Amendment.

No amendment of this Agreement shall be effective unless and until it is duly approved by each Party and reduced to a writing signed by the authorized representatives the Parties, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

19. 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 has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

20. 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.
21. 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. The Owner hereby certifies, represent 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 Owner.
22. Reimbursement. The Parties acknowledge and agree that the Owner may seek reimbursement for the costs of the Wastewater Facilities and for other District facilities through the District pursuant to various provisions of the Texas Water Code and other statutory authorizations, and nothing contained in this Agreement is intended to interfere with any such reimbursement.
23. Assignability.
 - (a) This Agreement, and the rights of the Owner hereunder, may be assigned by the Owner, with the City's consent, to a subsequent developer of all or a portion of the Property. Any assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee. The City's consent to any proposed assignment will not be unreasonably conditioned, withheld or delayed. No consent, however, shall be required for (i) an assignment to any subsidiary, parent company, or other affiliate of the Owner, or (ii) Owner to assign its interests in full to the District, if the Districts agrees to be responsible for all assigned rights, privileges and obligations of this Agreement.
 - (b) This Agreement shall not be assigned by the City without the Owner's express prior written consent.

24. Successors and Assigns.

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the Parties.

25. Joinder by the District.

The Owner 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 "C", attached hereto and made a part hereof. The District shall execute such joinder at the time of its organizational meeting.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF each of the Parties has caused this Agreement to be executed by it duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

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 _____, _____, _____ of the City of Elgin, on behalf of said municipality.

(Seal and Expiration)

Notary Public, State of Texas

DEVELOPER:

LUND FARM INVESTMENT LLC, a Texas
limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §
§

This instrument was acknowledged before me on the _____ day of _____, _____, _____ of LUND FARM INVESTMENT LLC, a Texas limited liability company, on behalf of said limited liability company.

(Seal and Expiration)

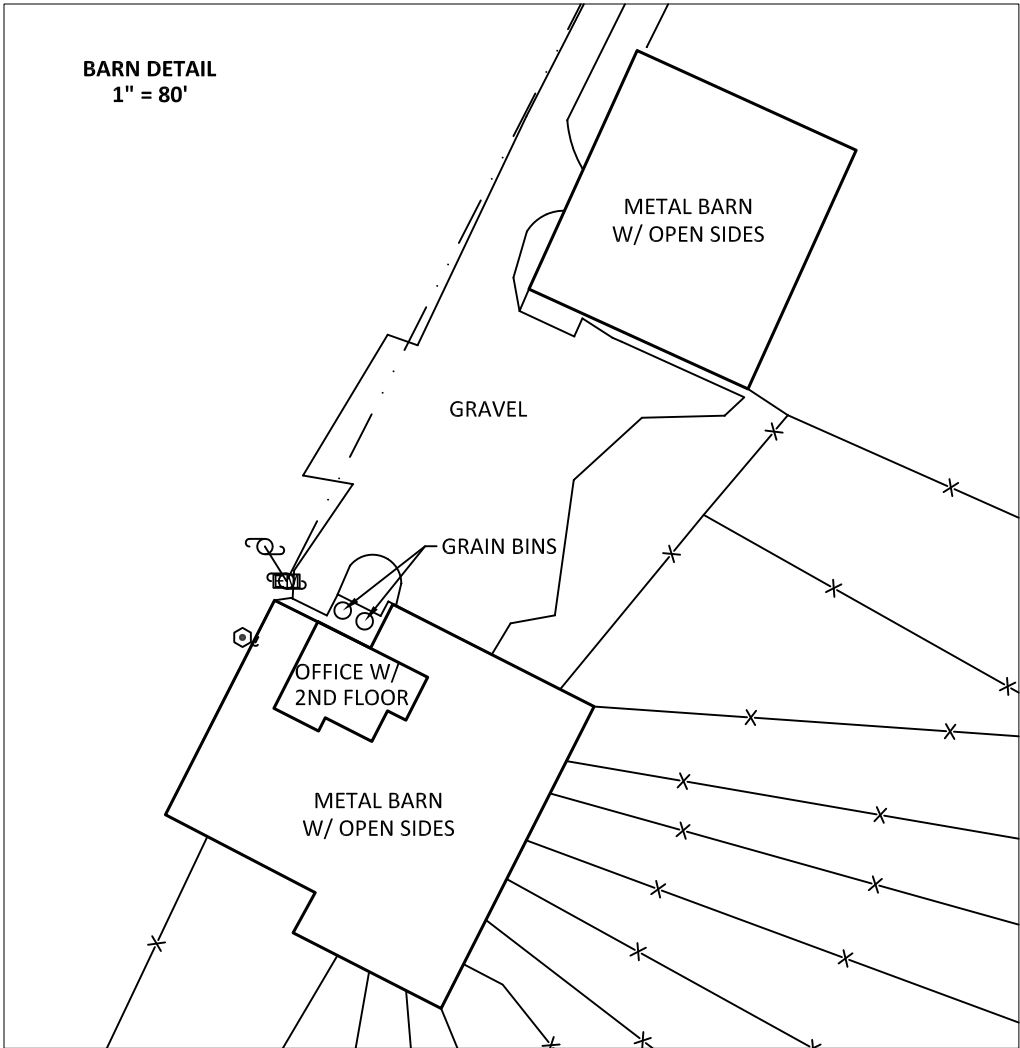
Notary Public, State of Texas

**EXHIBIT “A” TO WASTEWATER SERVICE AGREEMENT
DESCRIPTION OF PROPERTY**

NOTES:

1. THIS SURVEY HAS BEEN PREPARED UTILIZING A COMMITMENT FOR TITLE INSURANCE PREPARED BY **HERITAGE TITLE COMPANY OF AUSTIN, INC.**, G.F. NO. **202103847**, EFFECTIVE DATE: **SEPTEMBER 13, 2021**. PARTIES TO THIS TRANSACTION ARE RESPONSIBLE FOR VERIFICATION OF ALL EASEMENTS, COVENANTS AND CONDITIONS WHICH MAY AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD 83.
3. TITLE COMMITMENT SCHEDULE B, ITEM 10
- a. EASEMENT DATED APRIL 21, 1941, GRANTED BY ED PEARSON TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 105, PAGE 437, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- b. EASEMENT DATED APRIL 29, 1947, GRANTED BY JIM MOGONYE AND WIFE, ALVINA MOGONYE, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 124, PAGE 122, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- c. EASEMENT DATED MARCH 12, 1949, GRANTED BY W. C. RIVERS TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 125, PAGE 613, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- d. CHANNEL EASEMENT DATED SEPTEMBER 8, 1956, GRANTED BY JOHN L. NEWSTROM TO THE STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION, RECORDED IN VOLUME 144, PAGE 96, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- e. EASEMENT DATED OCTOBER 15, 1962, GRANTED BY JIM MOGONYE AND WIFE, ALBINA MOGONYE, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 159, PAGE 167, DEED RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- f. RIGHT-OF-WAY EASEMENT DATED JULY 9, 1993, GRANTED BY FRED LUNDGREN, JR. TO AQUA WATER SUPPLY CORPORATION, INC., RECORDED IN VOLUME 694, PAGE 59, OFFICIAL RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**
- g. RIGHT-OF-WAY EASEMENT DATED JULY 9, 1993, GRANTED BY FRED LUNDGREN, JR. TO AQUA WATER SUPPLY CORPORATION, INC., RECORDED IN VOLUME 694, PAGE 60, OFFICIAL RECORDS, BASTROP COUNTY, TEXAS. **AFFECTS, SEE SURVEY**

DID NOT RESEARCH OIL, GAS AND MINERAL LEASES

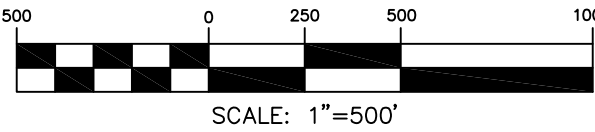
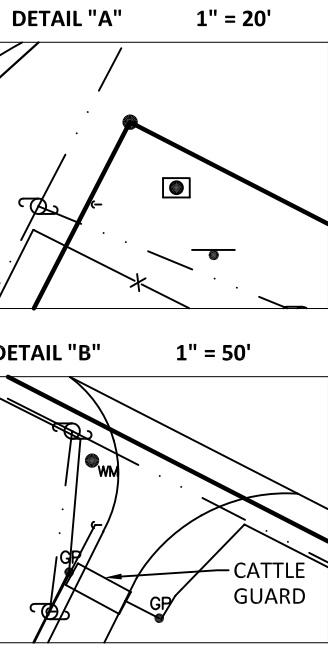


TO: HERITAGE TITLE COMPANY OF AUSTIN, INC.
RE: XIAOZHOU YANG

THE UNDERSIGNED HEREBY CERTIFIES:
THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION ON **AUGUST 28, 2020**, AND IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY SURVEY, THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT; THE SIZE, LOCATION AND TYPE OF BUILDINGS ARE AS SHOWN, ALL IMPROVEMENTS BEING WITHIN THE BOUNDARIES OF THE PROPERTY, AND SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

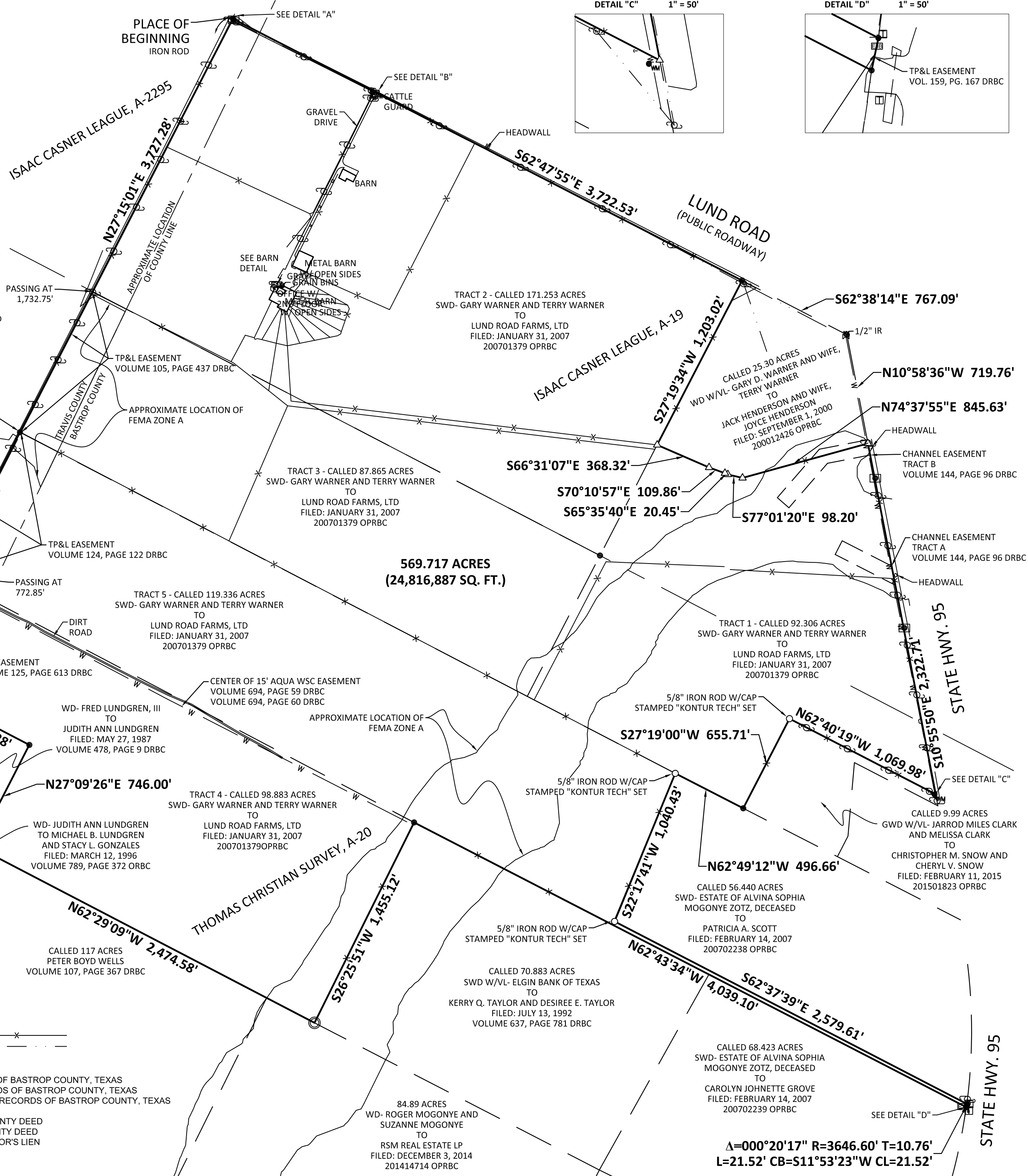
ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR BASTROP COUNTY, TEXAS, COMMUNITY PANEL NUMBERS **48021C0025E** & **48021C0050E**, EFFECTIVE **JANUARY 19, 2006**, AND TRAVIS COUNTY, TEXAS COMMUNITY PANEL NUMBER **48453C0320H**, EFFECTIVE **SEPTEMBER 26, 2008**, THE SUBJECT TRACT IS LOCATED IN ZONES "X & A", WHICH IN THIS CASE IS **PARTIALLY** LOCATED IN A SPECIAL FLOOD HAZARD AREA.

Corey J. Hall
COREY J. HALL, RPLS
TEXAS REGISTRATION NO. 6362



- LEGEND
- 1/2 INCH IRON ROD FOUND (UNLESS NOTED)
 - 3/4 INCH IRON PIPE FOUND
 - ELECTRIC METER
 - METAL FENCE POST FOUND
 - FIBER OPTIC CABLE MARKER
 - GATE POST
 - GUY ANCHOR
 - MANHOLE (TELEPHONE)
 - POWER POLE
 - WATER METER
 - EXISTING FENCE
 - OVERHEAD ELECTRIC

- ABBREVIATIONS
- DRBC = DEED RECORDS OF BASTROP COUNTY, TEXAS
 - ORBC = OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS
 - OPRBC = OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS
 - WD = WARRANTY DEED
 - GWD = GENERAL WARRANTY DEED
 - SWD = SPECIAL WARRANTY DEED
 - WVL = DEED WITH VENDOR'S LIEN



LAND TITLE SURVEY

BEING A 569.717 ACRE (24,816,887 SQUARE FEET) TRACT OF LAND OUT OF THE ISAAC CASNER LEAGUE, A-19 AND THOMAS CHRISTIAN SURVEY, A-2296, LOCATED IN BASTROP COUNTY, TEXAS, AND OUT OF THE ISAAC CASNER LEAGUE, A-2295 AND THOMAS CHRISTIAN SURVEY, A-2296, LOCATED IN TRAVIS COUNTY, TEXAS, SAID 569.717 ACRE TRACT BEING ALL OF TRACTS 1-5 AS CONVEYED IN A SPECIAL WARRANTY DEED FROM GARY WARNER AND TERRY WARNER TO LUND ROAD FARMS, LTD, FILED JANUARY 31, 2007 AND RECORDED IN DOCUMENT NO. 200701379 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY (OPRBC),

NO.	DATE	REVISIONS	BY	DRAWN BY:	CJH
1	10/13/20	LABELED EASEMENTS/ROADWAYS	CJH	CHECKED BY:	CJH
2	10/4/21	UPDATE TITLE	BRC	DATE:	08/28/20
				SCALE:	1" = 500'
				JOB NO.:	4040.001



26 WOODLAND LANE, ROUND ROCK, TEXAS 78664
TELEPHONE: (512) 360-0012 WWW.KON-TECH.COM
TX SURVEYING FIRM #10194591 TX ENGINEERING FIRM # F-21974

THE STATE OF TEXAS§
COUNTIES OF BASTROP & TRAVIS§

Being a 569.717 acre (24,816,887 square feet) tract of land out of the ISAAC CASNER LEAGUE, A-19 and THOMAS CHRISTIAN SURVEY, A-20, located in Bastrop County, Texas, and out of the ISAAC CASNER SURVEY No. 30, A-2295 and THOMAS CHRISTIAN SURVEY No. 26, A-2296, located in Travis County, Texas, said 569.717 acre tract as conveyed in a Special Warranty Deed from Gary Warner, Trustee of the Lund Road Farms Management Trust, General Partner of Lund Road Farms, Ltd. to Philip Boghosian, as Trustee of the Philip Boghosian Living Trust, Boghosian Raisin Packing Company, Inc., a California corporation, Howard A. Sagaser Earmarked Account of Sagaser, Watkins and Wieland PC 401(k) Plan, and TWR 183 Land, LLC, a Texas limited liability company, dated January 20, 2021 and recorded in Document No. 202101359 of the Official Public Records of Bastrop County (OPRBC), and Document No. 2021015475 of the Official Public Records of Travis County, (OPRTC), and said 569.717 acres being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on August 28, 2020. All bearings and distances shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83, said 569.717 acre tract being more fully described as follows:

BEGINNING at a 1/2 inch iron rod found for the North corner of the said Tract 2 (called 171.253 acres) at the intersection of the South line of Lund Road and the East line of County Line Road, said iron rod marking the North corner of the herein described tract;

THENCE, South 62°47'55" East, with the South line of Lund Road and the North line of the said Tract 2, a distance of 3,722.53 feet, to a 1/2 iron rod found for the Northeast corner of the said Tract 2, the Northwest corner of a called 25.30 acre tract conveyed in a Warranty Deed with Vendor's Lien from Gary D. Warner and wife, Terry Warner to Jack Henderson and wife, Joyce Henderson, filed September 1, 2000 and recorded in Document No. 200012426 OPRBC, and being the Northeast corner of the said Tract 2 from which a 1/2 iron rod found for the Northeast corner of the 25.30 acre tract bears South 62°38'14" East, a distance of 767.09 feet;

THENCE, South 27°19'34" West, with the fenced East line of the said Tract 2 and the West line of the said 25.30 acre tract, a distance of 1,203.02 feet, to a metal fence post found for the Southwest corner of the said 25.30 acre tract, the Northwest corner of the said Tract 1 (called 92.306 acres), and being an interior corner of the herein described tract;

THENCE, with the fenced common line of the said 25.30 acre tract and the said Tract 1 the following courses and distances:

1. South 66°31'07" East, a distance of 368.32 feet, to a metal fence post found;
2. South 70°10'57" East, a distance of 109.86 feet, to a metal fence post found;
3. South 65°35'40" East, a distance of 20.45 feet, to a metal fence post found;
4. South 77°01'20" East, a distance of 98.20 feet, to a metal fence post found;

5. North 74°37'55" East, a distance of 845.63 feet, to a metal fence post found for the Southeast corner of the said 25.30 acre tract, the Northeast corner of the said Tract 1, being in the West right-of-way line of State Highway 95, and marking an exterior corner of the herein described tract;

THENCE, South 10°55'50" East, with the East line of said Tract 1 and the West line of the said State Highway 95, a distance of 2,322.71 feet, to a metal fence post found for the East corner of the said Tract 1, the Northeast corner of a called 9.99 acre tract conveyed in a General Warranty Deed with Vendor's Lien from Jarrod Miles Clark and Melissa Clark to Christopher M. Snow and wife, Cheryl V. Snow, filed February 11, 2015 and recorded in Document No. 201501823 OPRBC, and marking an exterior corner of the herein described tract;

THENCE, North 62°40'19" West, with the fenced common line of the said 9.99 acre tract and the said Tract 1, a distance of 1,069.98 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the North corner of the said 9.99 acre tract, an interior corner of the said Tract 1, and marking an interior corner of the herein described tract;

THENCE, South 27°19'00" West, continuing with the fenced common line of the said 9.99 acre tract and the said Tract 1, a distance of 655.71 feet, to a 1/2 inch iron rod found for the Southwest corner of the said 9.99 acre tract, the South corner of the said Tract 1, said iron rod being in the North line of a called 56.440 acre tract conveyed in a Special Warranty Deed from the Estate of Alvina Sophia Mogonye Zotz, deceased to Patricia A. Scott, filed February 14, 2007 and recorded in Document No. 200702238 OPRBC, and marking an exterior corner of the herein described tract;

THENCE, North 62°49'12" West, with the fenced common line of the said Tract 1 and the said 56.440 acre tract, a distance of 496.66 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Northwest corner of the said 56.440 acre tract, the Northeast corner of the said Tract 5 (called 119.336 acres), and marking an interior corner of the herein described tract;

THENCE, South 22°17'41" West, generally along a fence with the common line of the said 56.440 acre tract and the said Tract 5, a distance of 1,040.43 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Southwest corner of the said 56.440 acre tract, an interior corner of the said Tract 5, and marking an interior corner of the herein described tract;

THENCE, South 62°37'39" East, with the common line of the said 56.440 acre tract and the said Tract 5, a distance of 2,579.61 feet, to a 1/2 inch iron rod found for the Southeast corner of the said 56.440 acre tract, an exterior corner of the said Tract 5, said iron rod being in the curving right-of-way of the aforesaid State Highway 95, and marking an exterior corner of the herein described tract;

THENCE, with said curve to the right, having a radius of 3,646.60, a tangent of 10.76, a delta of 00°20'17", and an arc length of 21.52 feet, whose chord bears South 11°53'23" West, a distance of 21.52 feet, to a 1/2 inch iron rod found for the Southeast corner of the said Tract 5, the Northeast corner of a called 68.423 acre tract conveyed in a Special Warranty Deed from the Estate of Alvina Sophia Mogonye Zotz, deceased to Carolyn Johnette Grove, filed February 14, 2007 and recorded in Document No. 200702239 OPRBC, and marking the Southeast corner of the herein described tract;

THENCE, North 62°43'34" West, with the common line of the said Tract 5, the said 68.423 acre tract, and a called 70.883 acre tract conveyed in a Special Warranty Deed with Vendor's Lien from Elgin Bank of Texas to Kerry Q. Taylor and Desiree E. Taylor, filed July 13, 1992 and recorded in Volume 637, Page 781 of the Deed Records of Bastrop County, Texas (DRBC), a distance of 4,039.10 feet, to a 1/2 inch iron rod found for the Northwest corner of the said 70.833 acre tract, the Northeast corner of the said Tract 4 (called 98.883 acres), and marking an interior corner of the herein described tract;

THENCE, South 26°25'51" West, generally along a fence with the common line of the said 70.883 acre tract and the said Tract 4, a distance of 1,455.12 feet, to a 3/4 inch iron pipe found for the Southeast corner of the said Tract 4, and the Southwest corner of the said 70.883 acre tract, said iron rod being in the North line of a called 84.89 acre tract conveyed in a Warranty Deed from Roger Mogonye and Suzanne Mogonye to RSM Real Estate LP, filed December 3, 2014 and recorded in Document No. 201414714 OPRBC, and marking the South corner of the herein described tract;

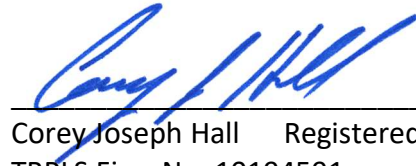
THENCE, North 62°29'09" West, with the common South line of Tract 4 and the North lines of the said 84.89 acre tract and a called 117 acre tract conveyed to Peter Boyd Wells in Volume 107, Page 367 DRBC, a distance of 2,474.58 feet, to a 1/2 iron rod found for the Southwest corner of the said Tract 4, the Southeast corner of a tract conveyed in a Warranty Deed from Judith Ann Lundgren to Michael B. Lundgren and Stacy L. Gonzales, filed March 12, 1996 and recorded in Volume 789, Page 372 of the Official Records of Bastrop County, Texas (ORBC), and marking the Southwest corner of the herein described tract;

THENCE, North 27°09'26" East, with the West line of the said Tract 4 and the East line of the said Michael Lundgren tract and another tract conveyed in a Warranty Deed from Fred Lundgren, III to Judith Ann Lundgren, filed May 27, 1987 and recorded in Volume 478, Page 9 DRBC, a distance of 746.00 feet, to a 1/2 inch iron rod found for the Northeast corner of the said Judith Lundgren tract, an interior corner of the said Tract 4, and marking an interior corner of the herein described tract;

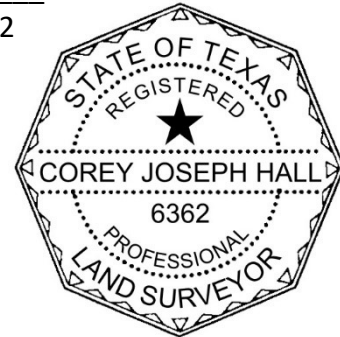
THENCE, North 62°29'30" West, with the common line of the said Judith Lundgren tract and the said Tract 4, a distance of 983.28 feet, to a 1/2 inch iron rod found for the Northwest corner of the said Judith Lundgren tract, and the West corner of the said Tract 4, said iron rod being in the East line of the aforesaid County Line Road, and marking the West corner of the herein described tract;

THENCE, North 27°10'12" East, with the East line of said road and the West line of said Tract 4, passing at a distance of 772.85 feet, the common West corner of Tract 4 and Tract 5, and continuing for a total distance of 1,071.28 feet, to a 1/2 iron rod found for an interior angle in the West line of Tract 5, and marking an interior corner of the herein described tract;

THENCE, North 27°15'01" East, with the common line of said Tract 5 and said road, passing at a distance of 703.49 feet, the common West corner of the said Tract 5 and the aforesaid Tract 3, passing at a distance of 1,732.75 feet, the common West corner of said Tract 3 and the aforesaid Tract 2, and continuing for a total distance of 3,727.28 feet, to the **PLACE OF BEGINNING**, containing within these metes and bounds 569.717 acres (24,816,887 square feet) of land, more or less.



Corey Joseph Hall Registered Professional Land Surveyor No. 6362
TBPLS Firm No. 10194591



**EXHIBIT “B” TO WASTEWATER SERVICE AGREEMENT
RATE ORDER**

B-1. Wastewater Rates.

The rate that the City charges the District for wastewater service will be the wastewater rate established by ordinance from time to time by the Elgin City Council, as modified by certain credits set forth in this Article X.1.

B-2. Cost of Service.

The District agrees that the wastewater rates charged to the District shall be based upon the Base Rate and Volume Rate established for City Residential Users. As consideration for the assessment of City Residential User rates, the City agrees that total volume charges billed by the City to the District shall be reduced by the credits set forth as follows. The City agrees that no costs for billing, collecting or customer meter reading shall be included in the calculations for Residential User rates to the District. The City agrees that such costs will not be included in the District's rates.

B-3. Initial Service Period.

From the date of commencement of wastewater service to the District by the City and the two years thereafter ("Initial Service Period"), the District shall pay a Base Charge of \$23.98 per month for each sanitary sewer connection in the District. Additionally, the District shall pay a Volume Charge of \$3.40 per thousand gallons of wastewater treated in the month, as metered during the City's normal billing cycle for the month. This Volume Charge is based on the following calculation: Total volume of wastewater metered divided by 1,000 multiplied by \$3.40.

By way of illustration, if there are 250 sanitary sewer connections in the District during the initial service period, the monthly Base Charge will be 250 multiplied by \$23.98 or \$5,995.00.

The monthly Volume Charge during the initial service period will be \$3.40 multiplied by the total volume of wastewater metered during the billing period divided by 1,000. Assuming an average volume of wastewater produced per connection of 5,500 gallons, the total volume of wastewater produced in the month for 250 connections would be 1,375,000 gallons divided by 1,000 times \$3.40 for a total Volume charge of \$4,675.00

B-4. Remaining Contract Years.

Beginning after the Initial Service Period and for the remaining Contract Term, the monthly Base Charge and Volume Rate will be calculated as follows:

Base Rate = Rate established by Ordinance for the fiscal year for City residential customers (Annual Wastewater related Debt Service / Number of Connections / 12 months.)

Volume Rate = Rate established by Ordinance for the fiscal year for each 1,000 gallons of wastewater generated by City residential customers minus a percentage of Utility Billing costs allocable to wastewater customers.

EXAMPLE:

Base Rate = \$23.98 per month per connection
250 Connections = \$5,995 per month

Volume Rate = \$4.01 per 1,000 gallons
(Utility Billing Costs allocable to Sewer Customers)
(Total Annual Wastewater System O&M Costs)

$$\frac{(\$125,722)}{(\$825,975)} = 15.22\%$$

$$15.22\% \times \$3.98 = \$0.61 \text{ adjustment}$$

$$\$4.01 - \$0.61 = \mathbf{\$3.40 \text{ per 1,000 gallons of wastewater produced}}$$

**EXHIBIT “C” TO WASTEWATER SERVICE AGREEMENT
FORM OF DISTRICT JOINDER AGREEMENT**

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the "Joinder Agreement"), dated as of _____, is executed by LUND FARM MUNICIPAL UTILITY DISTRICT ("District"), in connection with that certain Consent and Development Agreement (the "Consent Agreement") entered into by and between the CITY OF ELGIN, TEXAS, a home rule city located in Bastrop County, Texas (the "City") and LUND FARM INVESTMENT LLC, a Texas limited liability company ("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 Consent 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 Consent 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 Consent 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 Consent 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 Consent 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 Consent 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 Bastrop 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.

LUND FARM MUNICIPAL UTILITY DISTRICT

By: _____

Name Printed: _____

Title: _____

Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS PLACING A PROPOSAL ON THE SEPTEMBER 5, 2023 AND SEPTEMBER 19, 2023 COUNCIL MEETING TO ADOPT A 2023 TAX YEAR PROPOSED PROPERTY TAX RATE THAT WILL NOT EXCEED THE NO NEW REVENUE TAX RATE OR THE VOTER APPROVAL TAX RATE NOR THE DE MINIMIS RATE FOR THE CITY OF ELGIN, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; CALLING A PUBLIC HEARING ON THE PROPOSED PROPERTY TAX RATE TO BE HELD ON SEPTEMBER 5, 2023 AND SEPTEMBER 19, 2023 AT 6:30 PM

DEPARTMENT: City Manager

PROPOSED ACTION: Approval of the Resolution

BACKGROUND:

This item is for the City Council to officially set the tax rate by a roll call vote and to set the dates of the public hearings. Final adoption of the Tax Rate will take place on September 26th and the deadline according to the Tax Code is September 29th. Failure to adopt a tax rate before statutory deadlines is limited to the lower of the voter-approval tax rate or the no-new-revenue tax rate. § TEX.TAX CODE 26.05 (c).

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☐ not included in the current-year budget ☒ N/A

Finance Approval:

Signature: _____ **Date:** _____

RECOMMENDATION: Approval of the Resolution

ATTACHMENTS: Resolution

- ☐ Staff will be making a detailed presentation on this agenda item at the meeting.
- ☒ Staff will provide brief comments and answer questions on this item at the meeting.
- ☐ This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS PLACING A PROPOSAL ON THE SEPTEMBER 5, 2023 AND SEPTEMBER 19, 2023 COUNCIL MEETING TO ADOPT A 2023 TAX YEAR PROPOSED PROPERTY TAX RATE THAT WILL NOT EXCEED THE NO NEW REVENUE TAX RATE OR THE VOTER APPROVAL TAX RATE NOR THE DE MINIMIS RATE FOR THE CITY OF ELGIN, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; CALLING A PUBLIC HEARING ON THE PROPOSED PROPERTY TAX RATE TO BE HELD ON SEPTEMBER 5, 2023 AND SEPTEMBER 19, 2023 AT 6:30 PM;

WHEREAS, the City of Elgin met and determined the necessary appropriations required for Fiscal Year 2023-2024 and have determined it to be in the best interest of the citizens of Elgin to propose a tax rate that will not exceed the Voter Approval Tax Rate, the No New Revenue Tax Rate, or the De Minimis Tax Rate.

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

Section 1. Findings. That the City Council hereby approves consideration of proposed property tax rate for the fiscal year beginning October 1, 2023, and ending September 30, 2024, of \$0.498237 per \$100 of valuation. The members of the governmental body voted on this proposal to consider the proposed property tax rate as follows:

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

Section 2. Actions Required. The City Manager is hereby directed to place consideration and adoption of the 2023-24 Tax Year Proposed Property Tax Rate for the City of Elgin, Texas on the City Council meeting agenda for September 5, 2023, and September 19, 2023, at 6:30 PM at the Elgin Council Chambers, 404 N. Main St, Elgin, Texas 78621

Section 3. Actions Required. The City Manager is hereby directed to place a public hearing on the 2023-24 TAX YEAR PROPOSED PROPERTY TAX RATE FOR THE CITY OF ELGIN, TEXAS on the City Council meeting agenda for September 5, 2023, and September 19, 2023, at 6:30 PM at the Elgin Council Chambers, 404 N. Main St, Elgin, Texas 78621

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

Section 5. Effective Date. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED THIS 15th day of August 2023

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary