ELGIN CITY COUNCIL AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
November 12, 2024
6:30 PM

Members of the public may watch the meeting at:

https://www.youtube.com/channel/UC3OGBV_loV0Nr3AqM1jJTzA

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC HEARING

1. **PUBLIC HEARING ON AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: ELEVEN POINT THREE SIX FIVE (11.365) ACRES OF LAND OUT OF THE WILLIAM HINES SURVEY NUMBER 53, ABSTRACT NUMBER 345, LOCATED ON A PARCEL OF LAND KNOWN BY THE TRAVIS COUNTY APPRAISAL DISTRICT AS PARCEL 248230 IN TRAVIS COUNTY, TEXAS, AND BEING FULLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

2. **PUBLIC HEARING ON A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A STRATEGIC PARTNERSHIP AGREEMENT BETWEEN THE CITY OF ELGIN, TEXAS AND TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 36 (ALSO KNOWN AS ELGIN GATEWAY) AND MAKING CERTAIN FINDINGS RELATED THERETO.**

3. **A 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 ZONING MAP TO WIT: TO REZONE FROM "R-1" SINGLE FAMILY DWELLING DISTRICT TO "R-4" MULTIPLE-FAMILY RESIDENTIAL DISTRICT LOCATED ON A PARCEL OF LAND KNOWN BY THE TRAVIS COUNTY APPRAISAL DISTRICT AS PARCEL 248221 (ABS 345 SUR 53 HINES W ACR 10.0)**

BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.
(THIS REQUEST FOR A ZONING CHANGE THAT WAS TO BE THE SUBJECT MATTER OF THIS HEARING WAS WITHDRAWN BY THE APPLICANT ON OCTOBER 29, 2024)

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. **Review of final FY2024-25 City of Elgin Annual Budget as adopted by City Council**

2. **Discussion and direction to staff regarding the distribution of Community Non-Profit Support funding as included in the FY2024-25 Annual Operating Budget**

3. **Planning & Zoning Commission Quarterly Report**

4. **General Activity Report and/or Project Update**

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 - October 24, 2024**

2. **City Council Special Meeting Minutes - October 29, 2024**

3. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER 1 FOR THE ROY RIVERS UTILITY PROJECT PHASE I AND MAKING CERTAIN FINDINGS RELATED THERETO**

IX. NEW BUSINESS

1. ***(Tabled)*** **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER PROFESSIONAL SERVICES AGREEMENT AND WORK AUTHORIZATION WITH GRADIENT SOLUTIONS CORPORATION OF MANSFIELD, TEXAS FOR FINANCE-RELATED SERVICES; AND MAKING CERTAIN FINDINGS RELATED THERETO**

2. **AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: ELEVEN POINT THREE SIX FIVE (11.365) ACRES OF LAND OUT OF THE WILLIAM HINES SURVEY NUMBER 53, ABSTRACT NUMBER 345, LOCATED ON A PARCEL OF LAND KNOWN BY THE TRAVIS COUNTY APPRAISAL DISTRICT AS PARCEL 248230 IN TRAVIS COUNTY, TEXAS, AND BEING FULLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

3. **AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTY TO CITY COUNCIL WARD AREA NO. 2: PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.**

4. **AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, AMENDING ORDINANCE NUMBER ORD2023-09-05-20 THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE**

5. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, CASTING ITS VOTES FOR THE BASTROP CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS**

6. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A DEVELOPMENT AND CONSENT AGREEMENT WITH OHANA LAND CORP, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("OHANA"), AND AUSTIN GATEWAY LLC, A DELAWARE LIMITED LIABILITY COMPANY ("GATEWAY"), AND, UPON ITS JOINDER TO THE AGREEMENT, TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 36 (OR NEXT AVAILABLE NUMERICAL DESIGNATION), A CONSERVATION AND RECLAMATION DISTRICT OF THE STATE OF TEXAS (THE "DISTRICT"), AND MAKING CERTAIN FINDINGS RELATED THERETO**

7. **AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, EXTENDING THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ELGIN, TEXAS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

8. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN CONSENTING TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT AND INCLUSION OF LAND**

9. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A WASTEWATER SERVICE AGREEMENT WITH OHANA LAND CORP, LLC, AUSTIN GATEWAY LLC, AND TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 36 (OR NEXT AVAILABLE NUMERICAL DESIGNATION) AND MAKING CERTAIN FINDINGS RELATED THERETO**

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. ADJOURNMENT

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, Peyton Standifer, 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, November 8, 2024, in accordance with Chapter 551 of the Texas Government Code.

Peyton Standifer, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: PUBLIC HEARING ON AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: ELEVEN POINT THREE SIX FIVE (11.365) ACRES OF LAND OUT OF THE WILLIAM HINES SURVEY NUMBER 53, ABSTRACT NUMBER 345, LOCATED ON A PARCEL OF LAND KNOWN BY THE TRAVIS COUNTY APPRAISAL DISTRICT AS PARCEL 248230 IN TRAVIS COUNTY, TEXAS, AND BEING FULLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

DEPARTMENT: Development Services

PROPOSED ACTION: No Council Action Proposed or Requested at This Time; This Item is to Allow for Public Comments on the Requested Annexation.

BACKGROUND:
State Law requires one public hearing to be held on owner requested annexations. The property owner of this 11.365 acre tract of land in Travis County has submitted a petition for annexation. This parcel of land is located between the Briarwood Subdivision and the Northside Meadows Subdivision, both of which are inside city limits.

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

RECOMMENDATION:
None.

ATTACHMENTS:
1. Travis County Parcel No. 248230 Annexation Ordinance
2. Petition for Annexation
3. Deed
4. 11.365 Acre Annexation Area Map

{} 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.

ORDINANCE NO. 2024-11-12-__

AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: ELEVEN POINT THREE SIX FIVE (11.365) ACRES OF LAND OUT OF THE WILLIAM HINES SURVEY NUMBER 53, ABSTRACT NUMBER 345, LOCATED ON A PARCEL OF LAND KNOWN BY THE TRAVIS COUNTY APPRAISAL DISTRICT AS PARCEL 248230 IN TRAVIS COUNTY, TEXAS, AND BEING FULLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City is a duly constituted Home Rule City pursuant to Chapter 9, Local Government Code, as amended, and,

WHEREAS, pursuant to Section 43.028, Local Government Code, the owners of a tract of land containing 11.365 acres of land out of A345 Hines, William, survey number 53 (the "Property") more fully described in Exhibit "A", have petitioned the City Council in writing to annex the Property, and,

WHEREAS, the property is (1) one-half mile or less in width; (2) contiguous to the City; and (3) vacant without residents, or on which less than three (3) qualified voters reside, and,

WHEREAS, the City Council has determined that all requirements of Section 43.028 Local Government Code have been complied with and hereby consider it appropriate to grant the petition for annexation.

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

I.

That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in its entirety.

II.

That the City Council has heard arguments for and against the annexation and has determined to grant the petition for annexation.

III.

That the Property described in Exhibit "A" attached hereto and incorporated herein for all purposes, be and is hereby annexed and brought within the corporate limits of the City of Elgin, Bastrop and Travis Counties, Texas, and is hereby made and integral part hereof.

IV.

That the owners and future inhabitant of the area herein annexed be entitled to all the rights and privileges of other citizens and property owners of said City and are hereby bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

V.

That the official map and boundaries of the City, heretofore adopted and amended be and is hereby amended so as to include the aforementioned territory as part of the City of Elgin, Texas.

VI.

That the City Manger is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add territory hereby annexed as required by law.

VII.

That this Ordinance shall become effective after “passage'".

VIII.

That the City Secretary is hereby directed and authorized to file a certified copy of this Ordinance in the Office of the County Clerk of Travis County. Texas.

IX.

If any section, subsection, sentence, phrase, or word of this Ordinance be found illegal, invalid, or unconstitutional or any provision of said property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, subsection, sentence, phrase, word, paragraph, or provision of this Ordinance or the application of any other section, subsection, sentence, phrase, word, paragraph, or provision of any other Ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid property without the invalid part, and to this end the provisions of this Ordinance are declared to be severable.

X.

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.

By motion duly made, seconded, and passed with an affirmative vote of all the Council members present, the requirement for reading this Ordinance on separate days was dispensed with.

READ, **PASSED**, and **ADOPTED** on first reading this the 12th day of November 2024.

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
PEYTON STANDIFER, City Secretary

EXHIBIT "A"

PROPERTY DESCRIPTION

11.365 acres of land, more or less, out of the William Hines Survey No. 53, in Travis County, Texas, and being the same property conveyed by Gordon A. Bragg and wife, Hazel Bragg, to James C. Faison and wife, Dorothy E. Faison, in a deed dated June 28, 1985, recorded in Volume 9264, Page 911, of the Real Property Records of Travis County, Texas, and being more particularly described in the attached Exhibit A – 1 attached hereto.

EXHIBIT "A-1"

Being a 11.365 acre tract or parcel of land out of and being a part of the WILLIAM HINES SURVEY in Travis County, Texas and being part of that certain 188.00 acre tract described in a deed from Alvin Carl Teichelman and wife, Amelia Teichelman to Gordon A. Bragg and wife, Hazel Bragg, dated Jan. 4, 1977, recorded in Vol. 5683, Page 885, Travis County Deed Records. Said 11.365 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at an iron rod found at a fence corner at the southeast corner of the befo mentioned 188.00 acre tract, the southwest corner of the Charles J. Poth, Jr. 195 acre tract described in a deed recorded in Vol. 1448, Page 531, Travis County Deed Records, the northeast corner of the William F. Klaus 191 acre tract described in a deed recorded i Vol.529, Page 226, Travis County Deed Records.

THENCE with the south line of the said 188.00 acre tract, the north line of the William F. Klaus 191 acre tract, N 62° 35' 41" W, 521.08 feet to the POINT OF BEGINNING, the southeast corner of this tract.

THENCE continuing with the south line of the said 188.00 acre tract, the north line of the William F. Klaus 191 acre tract, N 62° 35' 41" W, 381.79 feet to an iron rod set for the southwest corner of this tract.

THENCE N 33° 52' 53" E, 1505.61 feet to an iron rod found at the southwest corner of the Faison 7.000 acre tract, for the northwest corner of this tract.

THENCE with the south line of the said Faison 7.000 acre tract, S 62° 35' 41" E, 280.05 feet to an iron rod found at the southeast corner of the said Faison 7.000 acre tract, for the northeast corner of this tract.

THENCE S 30° 00' 38" W, 1497.55 feet to the POINT OF BEGINNING, containing 11.365 acres of land.

PETITION FOR VOLUNTARY ANNEXATION
INTO THE CITY OF ELGIN, TEXAS

Pursuant to the provisions of Section 43.0671 of the Local Government Code and our agreement with the City of Elgin under the provisions of Section 212.172 of the Local Government Code, HARIHARAN KUPPURAJ, parcel id 248230 requests voluntary annexation in the City of Elgin, Texas of the following described property attached as Exhibit "A."

EXECUTED on this 16 day of OCT, 2024.

S. Hariharan

Printed Name: HARIHARAN KUPPURAJ

Printed Name:

Printed Name:

STATE OF Connecticut §
§ South Windsor
COUNTY OF Hartford §

This instrument was acknowledged before me on the 16th day of October, 2024, by Hariharan Kuppuraj.

Notary Public,

C. NIEMANN
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2024

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Rebecca Guerrero, County Clerk
Travis County, Texas
Dec 16, 2022 05:09 PM Fee: $50.00
2022193210
Electronically Recorded

Independence Title/GF# 2254141 -ELG/BLD

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

ADRENE L. BRACEWELL, a resident of Elgin, Travis County, Texas, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid by HARIHAN KUPPURAJ, a resident of Georgetown, Williamson County, Texas ("**Grantee**"), whose mailing address is 2400 F.M. 1460, Georgetown, Texas 78626, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, subject to all of the reservations, exceptions, covenants, conditions, restrictions and other matters set forth or referred to herein, the following described real property, together with all improvements thereon, if any (the "**Property**"), to-wit:

> All of the real property described on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever, and subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise; provided, however, that this conveyance is made by Grantor and accepted by Grantee subject to: (a) all easements, rights of way, covenants, conditions, restrictions, restrictive covenants, mineral severances, mineral leases, reservations and other title exceptions of any kind or nature which are valid and subsisting and affect the Property; (b) all regulations, restrictions, laws, statutes, ordinances, obligations or other matters which affect the property and which are imposed by or exist by reason of any regulatory, governmental or quasi-governmental districts, entities, agencies, authorities or other bodies of any kind or nature ("**Governmental Authorities**"); (c) all riparian rights, water rights, access rights or other rights of any kind or nature which affect the Property and which are held by or relate to any Governmental Authorities, the public generally or any persons or entities; (d) all standby

fees, taxes and assessments by any taxing authority for the current and all subsequent years, and all taxes and assessments for prior years due to change in land usage or ownership, and all liens securing the payment of any of the forgoing; and (e) all other matters relating to the Property. By acceptance of this deed, Grantee assumes and agrees to pay and indemnifies and agrees to hold Grantor *harmless* from and against all taxes and assessments relating to the Property, for the current and all subsequent years, and for any assessments for the current and any prior years which arise on or *after the date* of this deed due to any change in usage or ownership of the Property (including without limitation any "*rollback*" or other additional taxes payable under the terms of Section 23.46 or Section 23.55 or other pertinent sections of the Texas Tax Code, as amended, or any similar laws).

GRANTOR HAS EXECUTED AND DELIVERED THIS SPECIAL WARRANTY DEED AND HAS CONVEYED THE PROPERTY AND GRANTEE HAS RECEIVED AND ACCEPTED THIS SPECIAL WARRANTY DEED AND HAS PURCHASED THE PROEPRTY "**AS IS**", "**WHERE IS**", AND "**WITH ALL FAULTS**" AND WITHOUT REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL (EXCEPT FOR THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN). WITHOUT LIMITATION ON THE FOREGOING, GRANTEE, BY ACCEPTANCE OF THIS DEED ACKNOWLEDGES THAT (EXCEPT FOR THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN) GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFCALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, ANY BUILDINGS, STRUCTURES, OR ANY OTHER IMPROVEMENTS, IF ANY, ON THE PROPERTY, INCLUDING STRUCTURAL INTEGRITY THEREOF, INCLUDING THE ACREAGE, WATER, SOIL OR GEOLOGY OF THE PROPERTY OR ANY SURROUNDING AREAS, (B) THE VALUE OF THE PROPERTY OR THE ANTICIPATED INCOME TO BE DERIVED FROM THE PROPERTY INCLUDING WITHOUT LIMITATION THE DEVELOPMENT POTENTIAL OF THE PROPERTY, THE STATUS OF GOVERNMENTAL APPROVALS OR UTILITY COMMITMENTS WITH RESPECT TO THE PROPERTY, THE ANTICIPATED DENSITIES WHICH MAY BE OBTAINED IN CONNECTION WITH THE DEVELOPMENT OF THE PROPERTY, THE ZONING, SUBDIVISION AND LAND USE LAWS OR REQUIREMENTS OF THE PROPERTY OR THE CONFORMANCE OF THE PROPERTY WITH ANY SUCH LAND USE LAWS OR REGULATIONS, OR ANY OTHER SIMILAR MATTERS, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING SOIL, SUBSURFACE WATER OR GROUNDWATER, AND COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING WITHOUT

LIMITATION, ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, (E) THE CONTAMINATION OF, DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY LEAD BASED PAINT, ASBESTOS CONTAINING MATERIALS, PCB EMISSIONS, PETROLEUM BASED PRODUCTS, HYDROCARBONS, RADON GAS, OR ANY OTHER HAZARDOUS OR TOXIC MATERIAL, SUBSTANCE, SOLID OR WASTE, (F) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY IMPROVEMENTS THEREON, IF ANY, (G) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (H) THE STATE OF REPAIR OF LACK OF REPAIR OF THE PROPERTY, (I) THE AVAILABILITY OF RAILROAD, WATER, SEWER, ELECTRIC, GAS OR OTHER UTILITY SERVICES, (J) ANY ROADBED OR THE AVAILABILITY OF LEGAL ACCESS TO THE PROPERTY, (K) THE LOCATION OF THE PROPERTY OR ANY PORTION THEREOF WITHIN ANY FLOOD PLAIN, FLOOD-PRONE AREA OR WATERSHED OR THE PRESENCE OR ABSENCE OF WETLANDS, (L) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES ON THE PROPERTY (AS WELL AS THE SUITABILITY OF THE PROPERTY AS A HABITAT FOR ANY OF THOSE SPECIES), OR (M) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, IMPROVEMENTS THEREON OR PERSONAL PROPERTY. GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED TO GRANTEE BY GRANTOR WITH RESPECT TO THE PROPERTY HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR; THAT GRANTOR IS MAKING NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; AND THAT GRANTOR IS NOT, AND SHALL NOT BE, LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, REPORTS, SURVEYS OR OTHER INFORMATION OF ANY KIND OR NATURE PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON.

GRANTEE HEREBY ASSUMES THE RISK THAT ENVIRONMENTAL CONDITIONS OR HAZARDOUS MATERIALS MAY EXIST ON THE PROPERTY AND HEREBY RELEASES GRANTOR AND HER HEIRS AND SUCCESSORS OF AND FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, DAMAGES, LOSSES, COSTS OR EXPENSES WHICH MIGHT ARISE OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY, ANY HAZARDOUS MATERIALS LOCATED ON OR NEAR THE PROPERTY OR VIOLATION OF ANY ENVIRONMENTAL LAWS REGARDING THE PROPERTY. AS USED HEREIN, THE TERM "*ENVIRONMENTAL CONDITION*" SHALL MEAN ANY CONDITION WITH RESPECT TO THE PROPERTY WHICH COULD OR DOES RESULT IN ANY PENALTY, FINE, DAMAGE, LOSS, COST, EXPENSE OR LIABILITY TO OR AGAINST THE OWNER OF THE PROPERTY BY ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION ANY GOVERNMENTAL ENTITY) INCLUDING, WITHOUT LIMITATION, ANY CONDITION RESULTING FROM OPERATIONS CONDUCTED ON THE PROPERTY OR ON PROPERTY ADJACENT THERETO. GRANTOR SHALL

NOT HAVE (AND GRANTEE HEREBY WAIVES) ANY OBLIGATION TO DISCLOSE ANY AND ALL MATERIAL FACTS REGARDING THE PROPERTY, REGARDLESS OF WHETHER SUCH FACTS ARE DISCOVERABLE BY GRANTEE.

GRANTOR EXPRESSLY CONFIRMS AND AGREES THAT THE PURCHASE PRICE PAID BY GRANTEE TO GRANTOR FOR THE PROPERTY HAS BEEN ADJUSTED AND AGREED UPON BY GRANTEE AND GRANTOR IN PART AS A RESULT OF GRANTEE'S AGREEING TO PURCHASE THE PROPERTY IN ITS CURRENT CONDITION, AND SUBJECT TO THE DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN.

BY ITS ACCEPTANCE HEREOF AND AGREEMENT HERETO, (i) GRANTEE SHALL FOREVER RELEASE GRANTOR AND ALL HEIRS AND SUCCESSORS FROM ANY AND ALL CLAIMS RELATED TO THE FOREGOING; AND (ii) GRANTEE HEREBY EXPRESSLY ASSUMES ALL ACTIONS, RISKS, LIABILITIES, LOSSES, CLAIMS, DAMAGES, FINES, PENALTIES AND COSTS (AND AGREES THAT NEITHER GRANTOR NOR ANY OF HER HEIRS AND SUCCESSORS SHALL BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATED TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE IMPROVEMENTS, PERSONAL PROPERTY OR PROPERTY (OR ANY PORTION THEREOF) TO THE EXTENT SUCH LOSSES OR DAMAGES OCCUR OR ARISE ON OR AFTER THE DATE HEREOF.

EXECUTED AND DELIVERED the 16 day of December, 2022.

GRANTOR:

Adrene L. Bracewell

ADRENE L. BRACEWELL

THE STATE OF TEXAS §
§
COUNTY OF Bastrop §

This instrument was acknowledged before me on the 16 day of December, 2022, by ADRENE L. BRACEWELL, a resident of Travis County, Texas.

REBECCA DANFORD
My Notary ID # 2275727
Expires December 10, 2023

Notary Public - State of Texas
Printed Name: Rebecca Danford
Registration Number: 2275727

After recording, please return to:

Hariharan Kuppuraj
2400 F. M. 1460
Georgetown, Texas 78626

EXHIBIT "A"

PROPERTY DESCRIPTION

11.365 acres of land, more or less, out of the William Hines Survey No. 53, in Travis County, Texas, and being the same property conveyed by Gordon A. Bragg and wife, Hazel Bragg, to James C. Faison and wife, Dorothy E. Faison, in a deed dated June 28, 1985, recorded in Volume 9264, Page 911, of the Real Property Records of Travis County, Texas, and being more particularly described in the attached Exhibit A – 1 attached hereto.

EXHIBIT "A-1"

Being a 11.365 acre tract or parcel of land out of and being a part of the WILLIAM HINES SURVEY in Travis County, Texas and being part of that certain 188.00 acre tract described in a deed from Alvin Carl Teichelman and wife, Amelia Teichelman to Gordon A. Bragg and wife, Hazel Bragg, dated Jan. 4, 1977, recorded in Vol. 5683, Page 885, Travis County Deed Records. Said 11.365 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at an iron rod found at a fence corner at the southeast corner of the befo mentioned 188.00 acre tract, the southwest corner of the Charles J. Poth, Jr. 195 acre tract described in a deed recorded in Vol. 1448, Page 531, Travis County Deed Records, the northeast corner of the William F. Klaus 191 acre tract described in a deed recorded i Vol.529, Page 226, Travis County Deed Records.

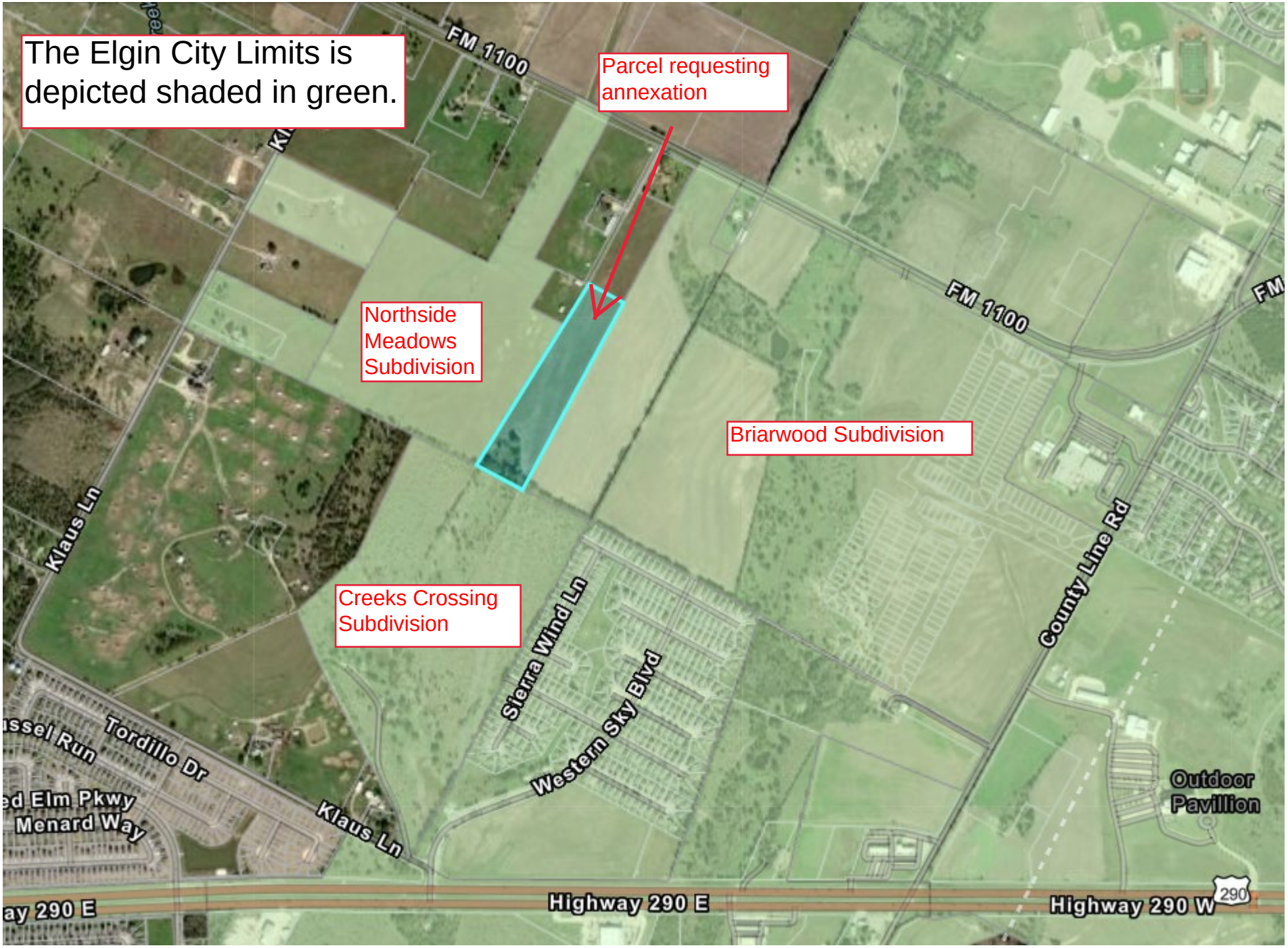
THENCE with the south line of the said 188.00 acre tract, the north line of the William F. Klaus 191 acre tract, N 62° 35' 41" W, 521.08 feet to the POINT OF BEGINNING, the southeast corner of this tract.

THENCE continuing with the south line of the said 188.00 acre tract, the north line of the William F. Klaus 191 acre tract, N 62° 35' 41" W, 381.79 feet to an iron rod set for the southwest corner of this tract.

THENCE N 33° 52' 53" E, 1505.61 feet to an iron rod found at the southwest corner of the Faison 7.000 acre tract, for the northwest corner of this tract.

THENCE with the south line of the said Faison 7.000 acre tract, S 62° 35' 41" E, 280.05 feet to an iron rod found at the southeast corner of the said Faison 7.000 acre tract, for the northeast corner of this tract.

THENCE S 30° 00' 38" W, 1497.55 feet to the POINT OF BEGINNING, containing 11.365 acres of land.


The Elgin City Limits is depicted shaded in green.
Parcel requesting annexation
Northside Meadows Subdivision
Briarwood Subdivision
Creeks Crossing Subdivision
FM 1100
FM 1100
Klaus Ln
Klaus Ln
Sierra Wind Ln
Western Sky Blvd
County Line Rd
Tordillo Dr
Menard Way
Outdoor Pavillion
Highway 290 E
Highway 290 W
290

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: PUBLIC HEARING ON A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A STRATEGIC PARTNERSHIP AGREEMENT BETWEEN THE CITY OF ELGIN, TEXAS AND TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 36 (ALSO KNOWN AS ELGIN GATEWAY) AND MAKING CERTAIN FINDINGS RELATED THERETO.

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 Resolution Authorizing a Strategic Partnership Agreement (SPA) with Travis County Municipal Utility District No. 36.

BACKGROUND:
State Law Requires a Strategic Partnership Agreement to Have Two (2) Public Hearings. This is the First Public Hearing on This Matter.

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

RECOMMENDATION:
None.

ATTACHMENTS:
1. Elgin Gateway SPA Resolution with exhibits
2. Elgin Gateway Area Map

{} 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. 2024-12-03-___

A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A STRATEGIC PARTNERSHIP AGREEMENT WITH TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 36 (OR NEXT AVAILABLE NUMERICAL DESIGNATION) AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, The Elgin City Council has authorized a Development and Consent Agreement with, among other parties, Travis County Municipal Utility District No. 36 (or next available numerical designation) for the development of certain real property into a master-planned mixed use residential community that will include commercial uses and park and recreational facilities to serve the district; and,

WHEREAS, the Texas Local Government Code, Section 43.0751 authorizes the City and conservation and reclamation districts operating under Texas Water Code, Chapter 49, such as Travis County Municipal Utility District No. 36 (or next available numerical designation) to negotiate and enter into strategic partnership agreements by mutual consent; and,

WHEREAS, the city staff has negotiated and is now recommending authorization of a Strategic Partnership Agreement, with Travis County Municipal Utility District No. 36 (or next available numerical designation) that provides for annexation by the City, for limited purposes, of certain tracts of land in that project; in addition to providing services and benefits for the City and Travis County Municipal Utility District No. 36 (or next available numerical designation) that are reasonable and equitable.

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 the *Strategic Partnership Agreement with Travis County Municipal Utility District No. 36 (or next available numerical designation)*, 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 3rd-day of December 2024.

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
Peyton Standifer, City Secretary

EXHIBIT “A” TO RESOLUTION NO. 2024-12-03-_____

STRATEGIC PARTNERSHP AGEEMENT

Exhibit A

STRATEGIC PARTNERSHIP AGREEMENT BETWEEN THE CITY OF ELGIN, TEXAS AND TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. _____

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This Strategic Partnership Agreement (this "Agreement") is entered into by and between the City of Elgin, Texas (the "City") and Travis County Municipal Utility District No. _____(the "District").

RECITALS

WHEREAS, the City is a home-rule municipal corporation created and existing under the laws of the State of Texas and situated in Travis County, Texas; and

WHEREAS, the District is a municipal utility district created under and subject to the authority, conditions, and restrictions of Article XVI, Section 59 of the Texas Constitution, and Chapters 49 and 54 of the Texas Water Code, all as amended; and

WHEREAS, the City and the District are individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, Chapter 43 of the Texas Local Government Code (the "Act") and, specifically, Section 43.0751 of the Act authorize the City and the District to negotiate and enter this Agreement; and

WHEREAS, the District encompasses approximately 185.3613 acres, more or less, located within the extraterritorial jurisdiction of the City as depicted on **Exhibit A** and more fully described on **Exhibit B** attached to this Agreement (the "Development"); and

WHEREAS, Castle Elgin, LLC and Austin Gateway, LLC (collectively, the "Landowner") are the current owners of the Development, as reflected in the current tax rolls of the appraisal district of Travis County; and

WHEREAS, pursuant to Section 43.0751 of the Act, the City desires to annex all of the land in the Development for the limited purposes of imposing and collecting sales and use taxes within the Development and subjecting the Development to the development standards of the City, subject to the limitations set forth in Section 2.4 hereof (the "Limited Purposes"); and

WHEREAS, subject to the terms and conditions of this Agreement and for the health, safety, and welfare of the residents within the District, the District is willing to allow the City to annex the Development for the Limited Purposes, as set forth herein; and

WHEREAS, to facilitate the City's limited purpose annexation of the Development,

and for the health, safety, and welfare of the residents of the District, the Landowner has submitted to the City a petition requesting and consenting to such limited purpose annexation of the Development; and

WHEREAS, pursuant to the Act and the Landowner's petition for limited purpose annexation, the Parties desire to enter into this Agreement to accomplish the annexation by the City of the Development for the Limited Purposes set forth herein; and

WHEREAS, the District provided notice of two public hearings in accordance with all applicable laws; and

WHEREAS, the board of directors of the District (the "Board") conducted two public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence regarding this Agreement were given the opportunity to do so; and

WHEREAS, the Board approved and adopted this Agreement on _____ 20_ in open session at a meeting held in accordance with all applicable laws; and

WHEREAS, the City provided notice of two public hearings in accordance with all applicable laws; and

WHEREAS, the City Council of the City (the "City Council") conducted two public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence were given the opportunity to do so; and

WHEREAS, the City Council approved and adopted this Agreement on _____, 20__ , in open session in accordance with all applicable laws, which approval and adoption occurred after the Board approved and adopted this Agreement; and

WHEREAS, all notices, hearings and other procedural requirements imposed by law for the adoption of this Agreement have been met; and

WHEREAS, in accordance with the requirements of Subsection (p)(1) of the Act, this Agreement does not require the District to provide revenue to the City solely for the purpose of obtaining an agreement with the City to forego annexation of the District; and

WHEREAS, in accordance with the requirements of Subsection (p)(2) of the Act, this Agreement provides benefits for the City and the District that are reasonable and equitable; and

WHEREAS, the Parties agree and acknowledge that this Agreement is not intended to and does not void, modify or impact in any manner the Development and Consent Agreement dated_____ between the Landowner and the City (the "Development Agreement"); and

WHEREAS, it is the intention of the Parties that the District shall continue in existence during the period of limited purpose annexation and, if applicable, after any dis-annexation of

the Development, should the City determine not to annex the Development for full purposes as provided for herein.

NOW THEREFORE, for and in consideration of the mutual agreements contained in this Agreement, and for the good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the District and the City agree as follows:

ARTICLE I. RECITALS

Section 1.1 The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

ARTICLE II. ADOPTION OF AGREEMENT AND LIMITED PURPOSE ANNEXATION OF PROPERTY

Section 2.1 Public Hearings. The Parties acknowledge and agree that prior to the execution of this Agreement, the Board and the City Council conducted public hearings to consider the adoption of this Agreement and that such hearings were noticed and conducted in accordance with all applicable laws.

Section 2.2 Effective Date. The effective date of this Agreement (the "Effective Date") is the date it is approved and adopted by the City Council.

Section 2.3 Filing in Property Records. This Agreement shall be filed in the Real Property Records of Travis County, Texas.

Section 2.4 Limited Purpose Annexation of the Development. For the health, safety, and welfare of the residents of the District, the Parties agree that the City may annex the Development solely for the Limited Purposes.

(a) Sales and Use Tax. Subject to the provisions in this Agreement and to the extent permitted by applicable law, the City may impose and collect sales and use taxes authorized by Chapter 321 of the Texas Tax Code (the "Tax Code") on sales consummated within the Limited Purpose Property (as hereinafter defined).

(b) Imposition of Development Standards. The limited purpose annexation contemplated in this Agreement shall specifically subject the Development to the City's development standards applicable to property located in the City's extraterritorial jurisdiction, subject to the terms and conditions of the Development Agreement, as it may be amended from time to time. The City shall have the exclusive authority to regulate the subdivision of land within the boundaries of the Development and shall regulate the subdivision of such land in accordance with Chapter 36 of the City's Code of Ordinances subject to the terms and conditions of that Development Agreement, as it may be amended from time to time.

(c) Limited Purpose Annexation Ordinance. The District acknowledges and agrees that the City Council may adopt a limited purpose annexation ordinance applicable to the Development at a meeting conducted in accordance with Chapter 551 of the Texas Government Code and that no further notices, hearings, or other procedures shall be required to adopt such

limited purpose annexation ordinance. The City may commence limited purpose annexation of the Development upon the Effective Date. The Parties further agree and acknowledge that this Agreement does not void, modify or otherwise impact the Development Agreement.

(d) Public Infrastructure. Subject to subsections (a)–(c) above, from and after the date of the limited purpose annexation, except as modified by the Development Agreement or as otherwise agreed by the City, the District shall be responsible for the design, construction, maintenance, and ownership of the District's public infrastructure improvements within the boundaries of the District, including, but not limited to, public streets and sidewalks, public street lighting, public parkland facilities, stormwater drainage and detention facilities, public water distribution facilities, and public wastewater collection facilities (collectively, the "Public Infrastructure") during the Term of this Agreement or upon full annexation, whichever occurs first. Upon full purpose annexation of the District, the City agrees to acquire, operate, and maintain the Public Infrastructure.

Section 2.5 Limited Purpose Property and Sales and Use Tax Revenues. For purposes of this Agreement, all property within the Development may sometimes be referred to as "Limited Purpose Property"; and the sales and use taxes collected within the Limited Purpose Property shall be referred to as the "Sales and Use Tax Revenues".

Section 2.6 Consent to Limited Purpose Annexation. The District on behalf of itself and all present and future owners of land within the District, hereby requests that the City annex the Limited Purpose Property solely for the Limited Purposes provided in this Agreement. The District consents to such limited purpose annexation and to the collection of sales and use tax revenues by the City within the Limited Purpose Property. Such consent shall bind the District and, upon recording of this Agreement in the appropriate county records, each landowner and future owner of land within the District.

Section 2.7 Limited District. The District is not a limited district as defined in Subsection 43.0751(a)(2) of the Act and shall not be a limited district after the date of the limited purpose annexation. After the limited purpose annexation, the District shall continue in full force and effect under Subsection 43.0751(a)(2) of the Act, with all the powers and duties of the District surviving.

Section 2.8 Property Taxes and District Liability for Debts of the City. During the Term of this Agreement, (i) neither the District, nor any owners of taxable property within the District, are liable for any present or future debts of the City; and (ii) the City's current and future ad valorem taxes will not be levied on any taxable property in the Development. The City acknowledges that pursuant to Subsection 43.130(c) of the Act and other applicable law, the City is not permitted to impose a tax on any property annexed for limited purposes, including the Development.

Section 2.9 Powers and Functions Retained by the District. The District is authorized to exercise all powers and functions of a municipal utility district provided by existing law or any amendments or additions thereto. Nothing in this Agreement or the limited purpose annexation shall affect, modify or alter the District's power to finance and/or develop, own, operate, or maintain facilities, including a water, wastewater, drainage or roadway system or

park and recreational facilities to serve the District or to contract with entities to develop, own, operate or maintain water, wastewater, drainage, roadway system, and park and recreational facilities to serve the District.

ARTICLE III. TAXATION

Section 3.1 Collection of Sales and Use Tax Revenues. The City may impose a sales and use tax within the Limited Purpose Property pursuant to Subsection 43.0751(k) of the Act. The sales and use tax may be imposed on all eligible commercial activities at the rate allowed under the Tax Code. Collection of Sales and Use Tax Revenues shall take effect on the date described in Section 321.102 of the Tax Code.

Section 3.2 Payment of Sales and Use Tax. The Parties agree and acknowledge that the District will not share directly in the revenue derived from the City's Sales and Use Tax on the Limited Purpose Property.

ARTICLE IV. FULL PURPOSE ANNEXATION

Section 4.1 Subsection C-1 Full Purpose Annexation. The Development is exempt from the municipal annexation plan requirements pursuant to Section 43.052 of the Act. Consequently, the District consents, on its behalf and on behalf of all current and future owners of land included within the District, to the full purpose annexation of the Development in accordance with the procedures set forth in Chapter 43, Subchapter C-1, of the Texas Local Government Code upon the expiration of the Term of this Agreement and on the Full Purpose Annexation Conversion Date, as defined in Section 4.2 of this Agreement.

Section 4.2 Full Purpose Annexation Conversion Date. Pursuant to Subsection (h) of the Act, the Limited Purpose Property shall be deemed to be within the full-purpose boundary limits of the City upon the Full Purpose Annexation Conversion Date without any further action by the City Council. The "Full Purpose Annexation Conversion Date" is the date upon which the City Council adopts an ordinance that includes the Development within the full-purpose boundary limits of the City, which date shall in no event occur prior to the expiration of the Term of this Agreement. The Full Purpose Annexation Conversion Date may be altered only by mutual written agreement of the District and the City, with the written consent of Landowner, if Landowner or its affiliate(s) owns land within the District at such time.

Section 4.3 No Full-Purpose Annexation During Term of Agreement. On the thirty-ninth anniversary date of the Effective Date, the City Manager shall evaluate whether the City should negotiate a new strategic partnership agreement with the District, annex the District for full purposes upon the termination of this Agreement, or allow this Agreement to expire. Within six (6) months following the thirty-ninth anniversary date, the City Manager shall make a recommendation to the City Council regarding the negotiation of a new strategic partnership agreement, the full purpose annexation of the District, or the expiration of this Agreement. If the City Manager recommends that the City negotiate a new strategic partnership agreement or annex the District and the City Council approves the recommendation, the City shall begin negotiations to enter into a new strategic partnership agreement or commence annexation of the District for full purposes at the expiration of this Agreement, as applicable. If the City

Manager recommends that the City neither negotiate a new strategic partnership agreement nor annex the District for full purposes, and the City Council agrees, or if the City Council rejects the City Manager's recommendation to negotiate a new strategic partnership agreement or to annex the District for full purposes, the City may begin proceeding to dis-annex the Limited Purpose Property, if authorized under the applicable provisions of the Local Government Code. If the City decides to dis-annex the Limited Purpose Property and has the authority to dis-annex, the City may institute proceedings to accomplish such dis-annexation to be effective upon the expiration of the term of this Agreement. Such dis-annexation of the Limited Purpose Property shall not affect the existence, powers, or duties of the District, which shall remain in full force and effect.

ARTICLE V. TERM

Section 5.1 This Agreement commences on the Effective Date and continues for forty (40) years (the "Term").

ARTICLE VI. BREACH, NOTICE AND REMEDIES

Section 6.1 Notification of Breach. If either Party commits a breach of this Agreement, the non-breaching Party shall give Notice, as defined in Section 7.2 herein, to the breaching Party that describes the breach in reasonable detail.

Section 6.2 Cure of Breach. The breaching Party shall commence curing the breach within fifteen (15) calendar days after receipt of the Notice of the breach and shall complete the cure within thirty (30) days from the date of commencement of the cure; however, if the breach is not reasonably susceptible to cure within such thirty (30)-day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure within such thirty (30) day period and diligently completes the work within a reasonable time without unreasonable cessation.

Section 6.3 Remedies for Breach. If the breaching Party does not substantially cure the breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief; provided, however, that the non-breaching Party shall not be entitled to terminate this Agreement. The Parties specifically waive any right that they have or in the future may have to terminate this Agreement. Damages, if any, to which any non-breaching Party may be entitled shall be limited to actual damages and shall not include special or consequential damages. In addition, the prevailing party in any such action shall be entitled to reasonable attorney's fees and costs of litigation as determined in a final, non-appealable order in a court of competent jurisdiction.

ARTICLE VII. ADDITIONAL PROVISIONS

Section 7.1 Voting; Municipal Office. Pursuant to Section 43.130(a) of the Act, the qualified voters of an area annexed for limited purposes are entitled to vote in municipal elections regarding the election or recall of members of the governing body of the municipality,

the election or recall of the controller, if the office of controller is an elective position of the municipality, and the amendment of the municipal charter. The voters may not vote in any municipal bond election. Pursuant to Section 43. l 30(b) of the Act, residents of the Property will not be eligible to be a candidate for or to be elected to a municipal office until and unless the Development is annexed into the City for full purposes.

Section 7.2 Notices. Any notices, certifications, approvals, or other communications (a "Notice") required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (ii) 10 business days after the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid or; (iii) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such change to the other Party as provided in this Section 7.2.

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
To the District:	Travis County Municipal Utility District No. ___ c/o Allen Boone Humphries Robison LLP 919 Congress Avenue, Suite 1500 Austin, Texas 78701 Attn: Ryan Harper

Section 7.3 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Parties. Any waiver shall be limited to the specific purpose for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 7.4 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties hereby submit to the jurisdiction of the courts of Travis County, Texas and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

Section 7.5 Authority to Execute. The City represents and warrants to the District that the execution of this Agreement has been duly authorized by the City Council and that the person executing this Agreement on behalf of the City has been duly authorized to do so by the City Council. The District represents and warrants to the City that the execution of this Agreement has been duly authorized by the Board and that the person executing this Agreement on behalf of the District has been duly authorized to do so by the Board.

Section 7.6 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

Section 7.7 Changes in State or Federal Laws. If any state or federal law changes so as to make it impossible for the City or the District to perform its obligations under this Agreement, the Parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement as legally possible.

Section 7.8 Additional Documents and Acts. The Parities agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.

Section 7.9 Assignment. This Agreement shall not be assignable without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns as permitted by this Agreement.

Section 7.10 Amendment. This Agreement may be amended only with the written consent of the Parties and with approval of the City and the District.

Section 7.11 Interpretation. This Agreement has been negotiated by the Parties, each of which has been represented by counsel; consequently, the rule of construction to the effect

that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

Section 7.12 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the City and the District, and neither the City nor the District intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the District.

Section 7.13 Governmental Powers. Neither Party waives or surrenders any of its respective governmental powers, immunities or rights, except as specifically waived pursuant in this Section 7.13. Each Party waives its respective governmental immunity from suit and liability only as to any action brought by the other Party to pursue the remedies available under this Agreement. Nothing in this Section 7.13 shall waive any claims, defenses, or immunities that either Party has with respect to suits against them by persons or entities not a party to this Agreement.

Section 7.14 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A	Depiction of the Development
Exhibit B	Legal Description of the Development

Section 7.15 Counterpart Originals. The Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

APPROVED AND ADOPTED BY THE CITY COUNCIL
OF THE CITY OF ELGIN ON _____ 20__

CITY OF ELGIN

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____

PEYTON STANDIFER, City Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF BASTROP §

This agreement was acknowledged before me on the ____ day of _____, ____, by Theresa Y. McShan, Mayor of the City of Elgin, on behalf of said municipality.

(Seal and Expiration)

_____
Notary Public, State of Texas

APPROVED AND ADOPTED BY TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO._____ ON _____20__

TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO._____

By:_____

Printed Name:_____

Title:.....

ATTEST:

_____

District Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____ by _____, _____, of Travis County Municipal Utility District No._____.

(Seal and Expiration)

_____

Notary Public, State of Texas

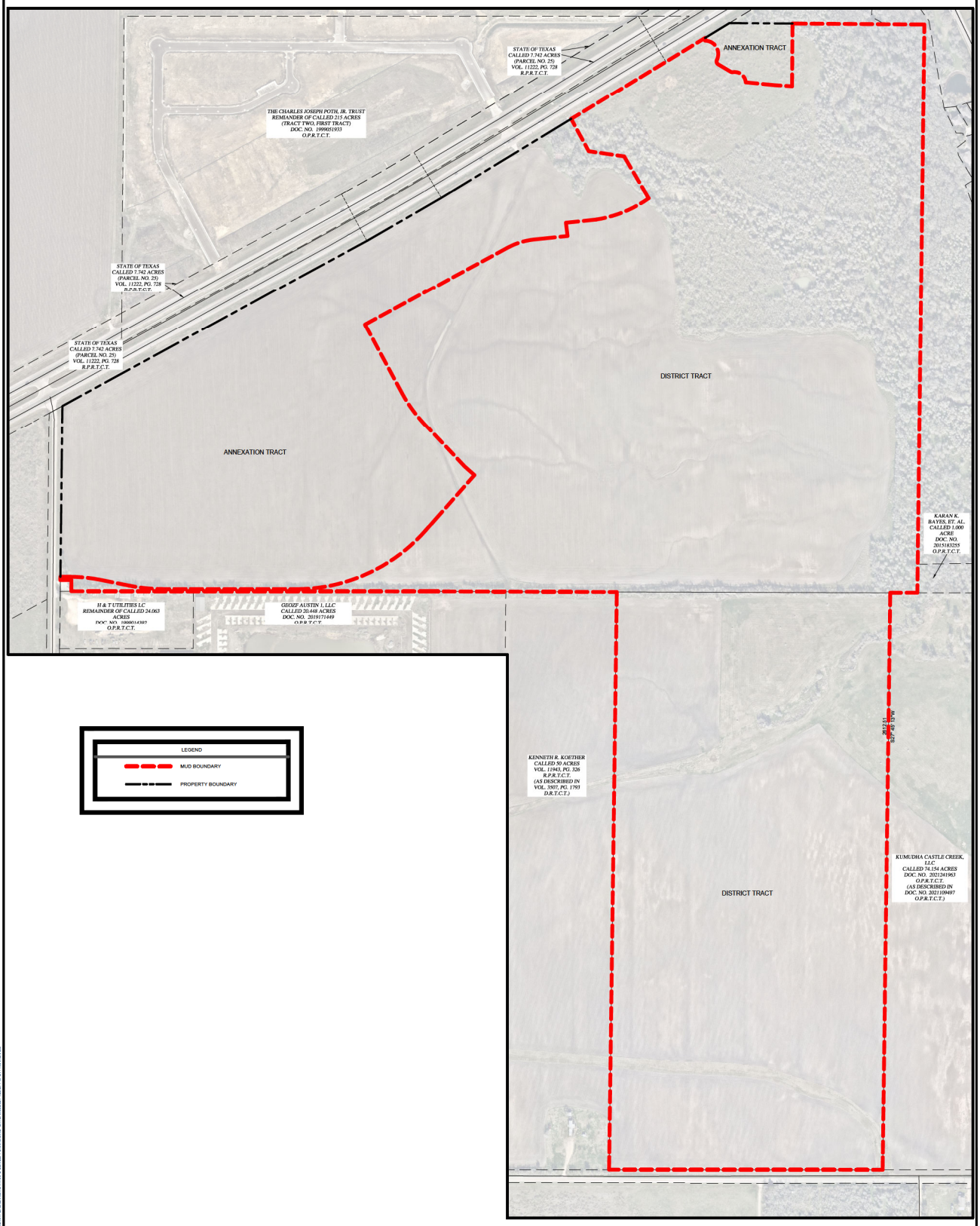
EXHIBIT "A" TO STRATEGIC PARTNERSHIP AGREEMENT
DEPICTION OF THE DEVELOPMENT

ELGIN GATEWAY

OWNER:
EPITOME DEVELOPMENT
281-216-9630

ENGINEER:
GRAY ENGINEERING INC.
8834 N CAPITAL OF TEXAS HWY
#410
AUSTIN, TX 78759
512-452-0371

SURVEYOR:
4WARD SURVEYING
4120 FREDRICH LANE
SUITE 200
AUSTIN, TX 78744
512-537-2384



SCALE: 1"=200'
GRAPHIC SCALE IN FEET
0 100 200 300 400

PROJECT NO. 1740-11783	DRAWN BY: TAM
DATE: 05/14/2024	CHECKED BY: CLO

GRAY ENGINEERING
8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2546

EXHIBIT "B" TO STRATEGIC PARTNERSHIP AGREEMENT
LEGAL DESCRIPTION OF THE DEVELOPMENT

PO Box 90876
Austin, TX 78709
512.554.3371
fperez@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 185.3613 ACRES (8,074,337 SQUARE FEET) OUT OF THE WILLIAM HINES SURVEY NO. 53, ABSTRACT NO. 345 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 167.4247 ACRE TRACT CONVEYED TO AUSTIN GATEWAY LLC IN DOCUMENT NO. 2022130138 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND ALSO BEING ALL OF A CALLED 74.189 ACRE TRACT CONVEYED TO CASTLE ELGIN LLC IN DOCUMENT NO. 2021046636 (O.P.R.T.C.T.), SAID 185.3613 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a calculated point in the east right-of-way line of Albert Voelker Road (60' Right-of-way), and being in the west line of said Austin Gateway tract, for the **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with "4Ward-Boundary" cap set at the intersection of the east right-of-way line of said Albert Voelker Road with the south right-of-way line of U.S. Highway 290 (240' Right-of-way), and being the northwest corner of said Austin Gateway tract bears, N27°39'49"E, a distance of 771.93 feet;

THENCE, leaving the east right-of-way line of said Albert Voelker Road and the west line of said Austin Gateway tract, over and across said Austin Gateway tract, the following twenty (20) courses and distances:

1) **S62°58'20"E**, a distance of **40.83** feet to a calculated point for a point of curvature hereof,
2) Along the arc of a curve to the right, whose radius is **720.00** feet, whose arc length is **141.37** feet and whose chord bears **S57°20'50"E**, a distance of **141.14** feet to a calculated point for a point of tangency hereof,
3) **S51°43'20"E**, a distance of **134.17** feet to a calculated point for a point of curvature hereof,
4) Along the arc of a curve to the left, whose radius is **780.00** feet, whose arc length is **153.15** feet and whose chord bears **S57°20'50"E**, a distance of **152.91** feet to a calculated point for a point of tangency hereof,
5) **S62°58'20"E**, a distance of **601.43** feet to a calculated point for a point of curvature hereof,
6) Along the arc of a curve to the left, whose radius is **780.00** feet, whose arc length is **661.20** feet and whose chord bears **S87°15'25"E**, a distance of **641.58** feet to a calculated point for a point of tangency hereof,
7) **N68°27'30"E**, a distance of **333.73** feet to a calculated point for an angle point hereof,
8) **N21°32'30"W**, a distance of **60.00** feet to a calculated point for an angle point hereof,
9) **N16°17'02"W**, a distance of **269.11** feet to a calculated point for a point of curvature hereof,
10) Along the arc of a curve to the right, whose radius is **645.00** feet, whose arc length is **165.95** feet and whose chord bears **N08°54'48"W**, a distance of **165.49** feet to a calculated point for a point of tangency hereof,
11) **N01°32'33"W**, a distance of **352.90** feet to a calculated point for an angle point hereof,
12) **N88°33'07"E**, a distance of **733.60** feet to a calculated point for a point of curvature hereof,
13) Along the arc of a curve to the right, whose radius is **324.70** feet, whose arc length is **126.40** feet and whose chord bears **S80°07'48"E**, a distance of **125.60** feet to a calculated point for a point of tangency hereof,
14) **S68°58'42"E**, a distance of **152.02** feet to a calculated point for an angle point hereof,
15) **N20°00'22"E**, a distance of **60.01** feet to a calculated point for an angle point hereof,
16) **S68°58'42"E**, a distance of **137.22** feet to a calculated point for a point of curvature hereof,

17) Along the arc of a curve to the left, whose radius is **565.00** feet, whose arc length is **258.59** feet and whose chord bears **S84°58'37"E**, a distance of **256.34** feet to a calculated point for a point of tangency hereof,
18) **N03°24'20"W**, a distance of **219.18** feet to a calculated point for an angle point hereof,
19) **N54°41'24"W**, a distance of **161.83** feet to a calculated point for an angle point hereof, and
20) **N01°36'53"W**, a distance of **166.01** feet to a calculated point for an angle point hereof, said point being in the south right-of-way line of said U.S. Highway 290, and being in the north line of said Austin Gateway tract, from which a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point in the south right-of-way line of said U.S. Highway 290, and being an angle point in the north line of said Austin Gateway tract bears, S85°44'14"W, a distance of 686.07 feet;

THENCE, with the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, **N85°44'14"E**, a distance of **709.13** feet to a calculated point for an angle point hereof, from which a 1/2-inch iron rod found for an angle point in the north line of said Austin Gateway tract, and being the northwest corner of a called 2.358 acre tract conveyed to Jaime and Norma Gutierrez in Document No. 2019137719 (O.P.R.T.C.T.) bears, N85°44'14"E, a distance of 128.36 feet;

THENCE, leaving the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, over and across said Austin Gateway tract, the following nine (9) courses and distances:

1) **S27°30'14"W**, a distance of **12.32** feet to a calculated point for a point of curvature hereof,
2) Along the arc of a curve to the right, whose radius is **60.00** feet, whose arc length is **121.60** feet and whose chord bears **S04°26'14"E**, a distance of **101.83** feet to a calculated point for a point of reverse compound curvature hereof,
3) Along the arc of a curve to the left, whose radius is **15.00** feet, whose arc length is **22.56** feet and whose chord bears **S10°32'00"W**, a distance of **20.49** feet to a calculated point for an angle point hereof,
4) **S32°33'20"E**, a distance of **65.87** feet to a calculated point for a point of curvature hereof,
5) Along the arc of a curve to the left, whose radius is **15.00** feet, whose arc length is **10.40** feet and whose chord bears **S52°24'47"E**, a distance of **10.19** feet to a calculated point for a point of reverse compound curvature hereof,
6) Along the arc of a curve to the right, whose radius is **50.00** feet, whose arc length is **83.21** feet and whose chord bears **S24°35'49"E**, a distance of **73.93** feet to a calculated point for an angle point hereof,
7) **S57°28'02"E**, a distance of **130.91** feet to a calculated point for an angle point hereof,
8) **S59°12'35"E**, a distance of **79.23** feet to a calculated point for an angle point hereof, and
9) **N27°25'03"E**, a distance of **282.43** feet to a calculated point for an angle point hereof, said point being in the common line of said Austin Gateway tract and said Gutierrez tract;

THENCE, with the common line of said Austin Gateway tract and said Gutierrez tract, in part with the common line of said Austin Gateway tract and Lot 130, Block G (Common Area, Parkland & Drainage Easement) of the Elm Creek Section 1, a subdivision in Travis County, Texas, according to the map or plat recorded in Document No. 200300198 (O.P.R.T.C.T.), **S62°34'57"E**, a distance of **596.47** feet to a 1/2-inch iron rod found for the northeast corner hereof;

THENCE, with the east line of said Austin Gateway tract and the west line of said Lot 130, and with the west line of a called 1.00 acre tract conveyed to Karan K. Bayes in Document No. 2015183255 (O.P.R.T.C.T.), **S27°42'40"W**, a distance of **2,568.12** feet to a 1/2-inch iron rod found for an angle point hereof, said point being the southeast corner of said Austin Gateway tract, being the southwest corner of said Bayes tract, and being in the north line of a called 74.154 acre tract conveyed to Kumudha Castle Creek, LLC in Document No. 2021241963 (O.P.R.T.C.T.), from which an iron rod with "WALS" cap found for the southeast corner of said Bayes tract, and being the northeast corner of said Castle Creek tract bears, S62°48'17"E, a distance of 336.77 feet;

THENCE, with the south line of said Austin Gateway tract and the north line of said Kumudha Castle Creek tract, **N63°03'43"W**, a distance of **122.65** feet to a 1/2-inch iron pipe found for an angle point hereof, said point being the common north corner of said Kumudha Castle Creek tract and said Castle Elgin tract;

THENCE, leaving the south line of said Austin Gateway tract, with the common line of said Castle Elgin tract and said Kumudha Castle Creek tract, **S27°45'13"W**, a distance of **2,612.51** feet to an iron rod with "WALS" cap found for the southeast corner hereof, said point being in the north right-of-way line of said Albert Voelker Road, and being the common south corner of said Castle Elgin tract and said Kumudha Castle Creek tract, from which a 1/2-inch iron pipe found for the common south corner of said Kumudha Castle Creek tract and a called 5.00 acre tract conveyed to Bridget Y. Et Al & Tony E. Craven in Volume 2505, Page 123 (D.R.T.C.T.) bears, S62°58'21"E, a distance of 434.47 feet;

THENCE, with the north right-of-way line of said Albert Voelker Road and the south line of said Castle Elgin tract, **N62°58'21"W**, a distance of **1,237.15** feet to a 1-inch iron pipe found for the southwest corner hereof, said point being the common south corner of a called 50 acre tract conveyed to Kenneth R. Koether in Volume 11943, Page 326 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.), as described in Volume 3507, Page 1793 of the Deed Records of Travis County, Texas (D.R.T.C.T.) and said Castle Elgin tract;

THENCE, leaving the north right-of-way line of said Albert Voelker Road, with the common line of said Koether tract and said Castle Elgin tract, **N27°46'02"E**, a distance of **2,615.07** feet to a 1/2-inch iron pipe found for an angle point hereof, said point being in the south line of said Austin Gateway tract, and being the common north corner of said Koether tract and said Castle Elgin tract;

THENCE, with the common line of said Austin Gateway tract and said Koether tract, **N62°48'24"W**, a distance of **840.58** feet to a 1/2-inch iron rod found for an angle point hereof, said point being the common north corner of a called 20.448 acre tract conveyed to Geozf Austin 1, LLC in Document No. 2019171449 (O.P.R.T.C.T.) and said Koether tract;

THENCE, with the common line of said Austin Gateway tract and said Geozf Austin tract, in part with the common line of said Austin Gateway tract and the remainder of a called 24.063 acre tract conveyed to H&T Utilities LC in Document No. 1999014392 (O.P.R.T.C.T.), **N62°58'20"W**, a distance of **1,626.49** feet to a calculated point for an angle point hereof, said point being the southeast corner of a lease tract agreement with Cellular One as described in Document No. 2000014594 (O.P.R.T.C.T.), and being an angle point in the south line of said Austin Gateway tract, from which a 1/2-inch iron rod found in the east right-of-way line of said Albert Voelker Road, being the northwest corner of said H&T Utilities remainder tract, and being the southwest corner of said Cellular One lease tract bears, N62°58'20"W, a distance of 50.00 feet;

THENCE, leaving the common line of said Austin Gateway tract and said H&T Utilities remainder tract, with the common line of said Austin Gateway tract and said Cellular One lease tract, the following two (2) courses and distances:

1) **N27°39'49"E**, a distance of **50.00** feet to a calculated point for an angle point hereof, and
2) **N62°58'20"W**, a distance of **50.00** feet to a calculated point for an angle point hereof, said point being in the east right-of-way line of said Albert Voelker Road, and being in the west line of said Austin Gateway tract;

THENCE, with the east right-of-way line of said Albert Voelker Road and the west line of said Austin Gateway tract, **N27°39'49"E**, a distance of **15.00** feet to the **POINT OF BEGINNING** and containing 185.3613 Acres (8,074,337 Square Feet) of land, more or less.

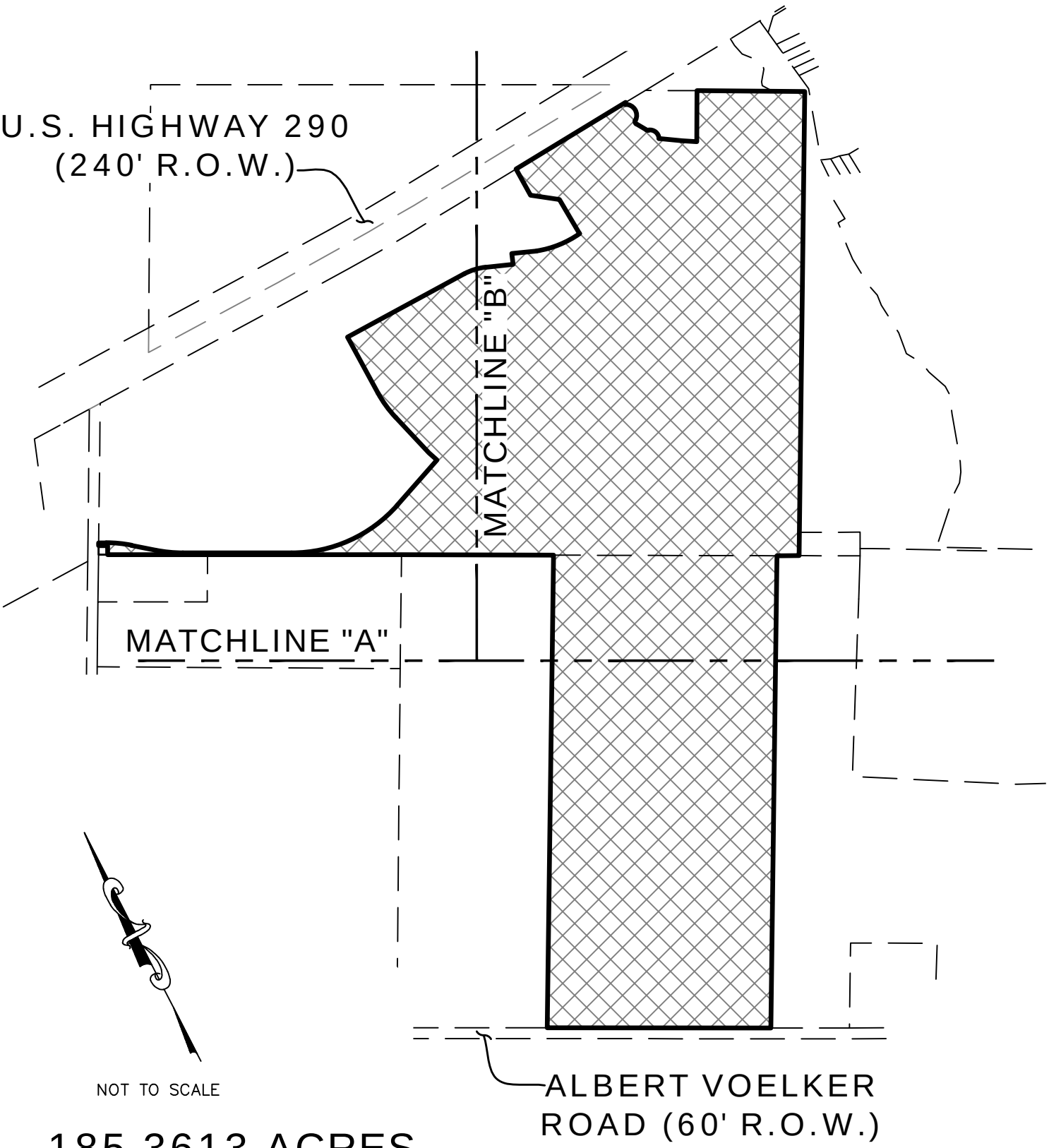
Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000078366113. See attached sketch (reference drawing: 01409_MUD District.dwg.)

7/16/2024

Fernando Perez, RPLS #7041
4Ward Land Surveying, LLC

STATE OF TEXAS
REGISTERED
FERNANDO PEREZ
7041
PROFESSIONAL
LAND SURVEYOR



185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	NTS
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	1 OF 6

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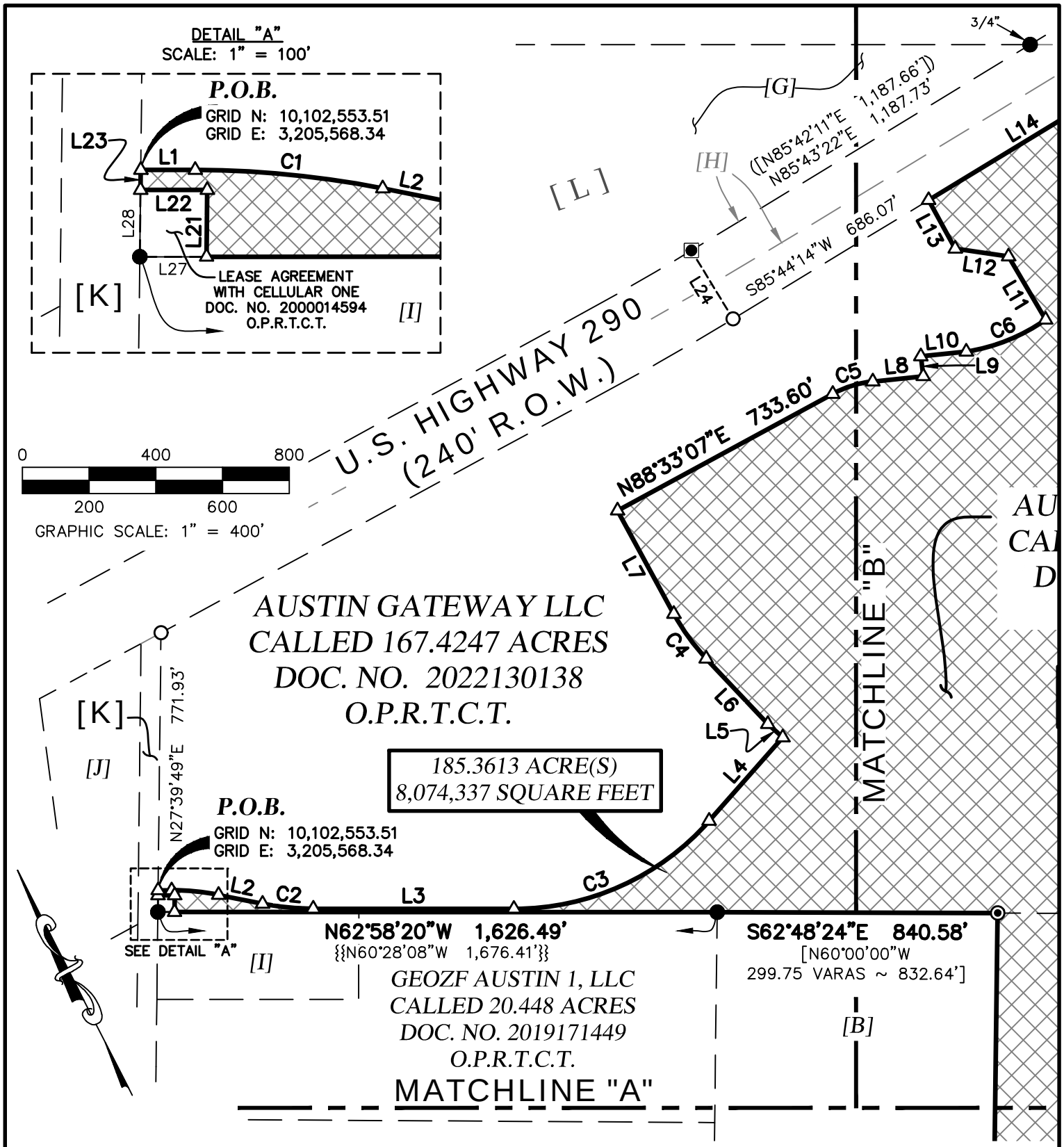

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Travis County, Texas

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PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	1" = 400'
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	2 OF 6

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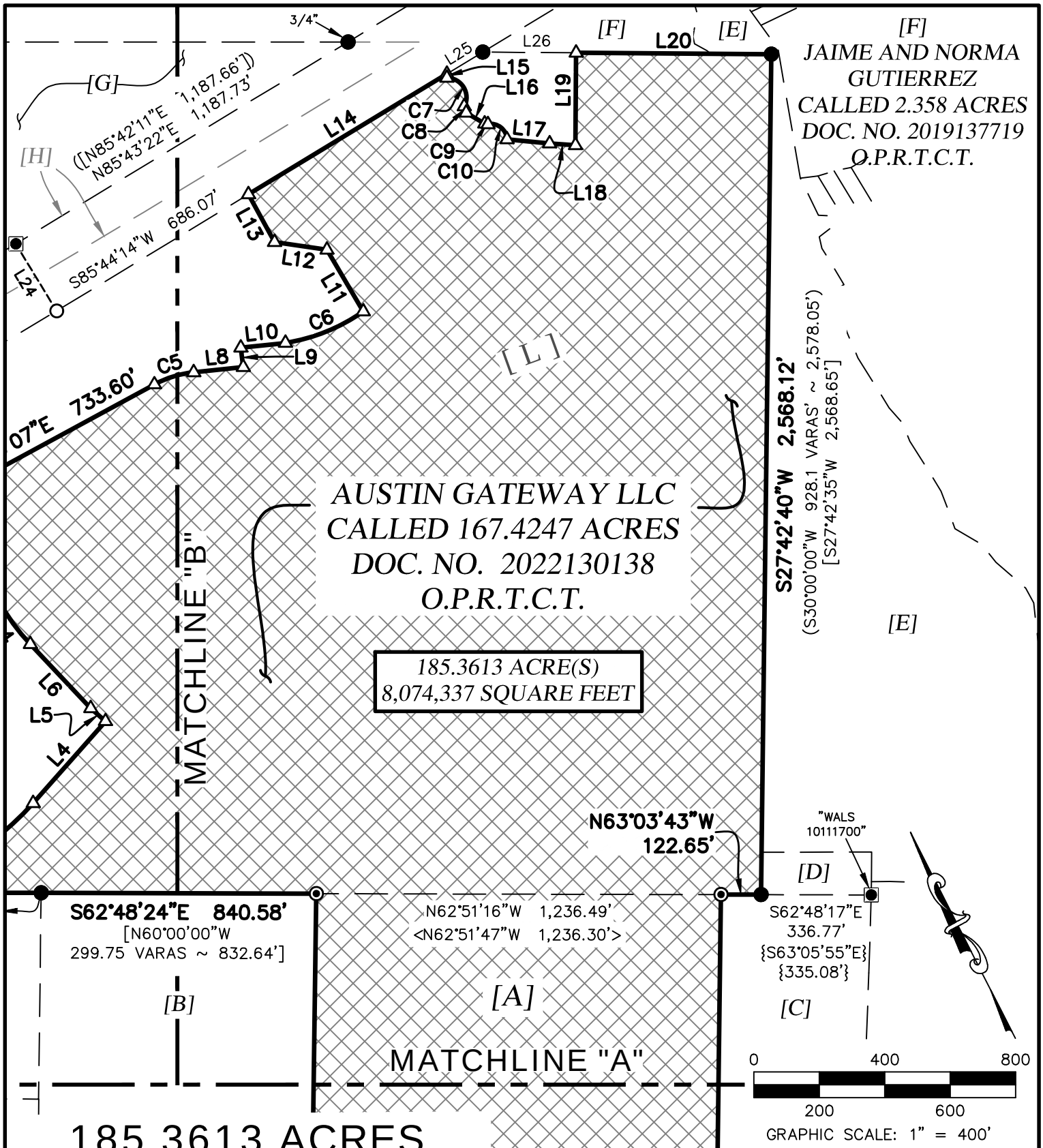

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Sheet:	3 OF 6

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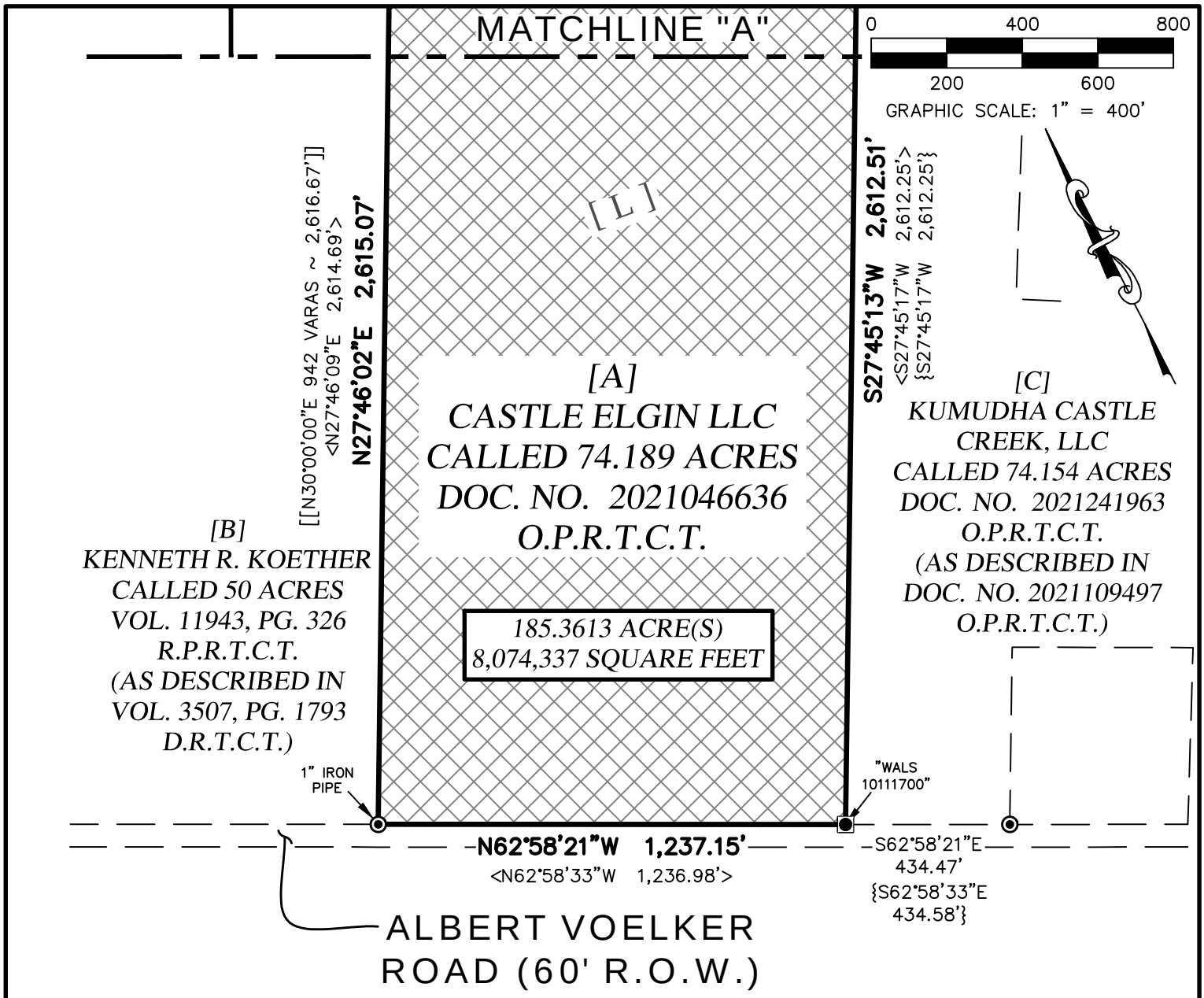

[D]
KARAN K. BAYES, ET. AL.
CALLED 1.000 ACRE
DOC. NO. 2015183255
O.P.R.T.C.T.

[E]
LOT 130, BLOCK "G"
(COMMON AREA,
PARKLAND & DRAINAGE
EASEMENT)
ELM CREEK SECTION 1
DOC. NO. 200300198
O.P.R.T.C.T.

[G]
THE CHARLES JOSEPH
POTH, JR. TRUST
REMIANDER OF CALLED
215 ACRES
(TRACT TWO, FIRST
TRACT)
DOC. NO. 1999051933
O.P.R.T.C.T.

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

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Tech:	JG
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Survey Date:	APR. 2022
Sheet:	4 OF 6

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CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	720.00'	141.37'	11°15'00"	S57°20'50"E	141.14'
C2	780.00'	153.15'	11°15'00"	S57°20'50"E	152.91'
C3	780.00'	661.20'	48°34'09"	S87°15'25"E	641.58'
C4	645.00'	165.95'	14°44'29"	N08°54'48"W	165.49'
C5	324.70'	126.40'	22°18'14"	S80°07'48"E	125.60'
C6	565.00'	258.59'	26°13'25"	S84°58'37"E	256.34'
C7	60.00'	121.60'	116°07'06"	S04°26'14"E	101.83'
C8	15.00'	22.56'	86°10'39"	S10°32'00"W	20.49'
C9	15.00'	10.40'	39°42'54"	S52°24'47"E	10.19'
C10	50.00'	83.21'	95°20'50"	S24°35'49"E	73.93'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S62°58'20"E	40.83'
L2	S51°43'20"E	134.17'
L3	S62°58'20"E	601.43'
L4	N68°27'30"E	333.73'
L5	N21°32'30"W	60.00'
L6	N16°17'02"W	269.11'
L7	N01°32'33"W	352.90'
L8	S68°58'42"E	152.02'
L9	N20°00'22"E	60.01'
L10	S68°58'42"E	137.22'
L11	N03°24'20"W	219.18'
L12	N54°41'24"W	161.83'
L13	N01°36'53"W	166.01'
L14	N85°44'14"E	709.13'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L15	S27°30'14"W	12.32'
L16	S32°33'20"E	65.87'
L17	S57°28'02"E	130.91'
L18	S59°12'35"E	79.23'
L19	N27°25'03"E	282.43'
L20	S62°34'57"E	596.47'
L21	N27°39'49"E	50.00'
L22	N62°58'20"W	50.00'
L23	N27°39'49"E	15.00'
L24	N04°16'38"W	240.00'
L25	N85°44'14"E	128.36'
L26	N62°34'57"W	285.25'
L27	N62°58'20"W	50.00'
L28	S27°39'49"W	50.00'

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
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Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	5 OF 6

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[H]
STATE OF TEXAS
CALLED 7.742 ACRES
(PARCEL NO. 25)
VOL. 11222, PG. 728
R.P.R.T.C.T.

[I]
H & T UTILITIES LC
REMAINDER OF CALLED 24.063 ACRES
DOC. NO. 1999014392
O.P.R.T.C.T.

[J]
MANOR TRUCK STOP, LLC
CALLED 10.046 ACRES
DOC. NO. 2008016879
O.P.R.T.C.T.

[K]
ALBERT
VOELKER ROAD
(60' R.O.W.)

[L]
WILLIAM HINES
SURVEY NO. 53
ABSTRACT NO. 345

LEGEND

━━━	BOUNDARY LINE
— —— —	EXISTING PROPERTY LINES
△	CALCULATED POINT
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
⦿	1/2" IRON PIPE FOUND (UNLESS NOTED)
◙	IRON ROD WITH "BGE INC." CAP FOUND (UNLESS NOTED)
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DEED DOC. NO. 1999051933
[.....]	RECORD INFORMATION PER DEED VOL. 12661, PG. 2179
{.....}	RECORD INFORMATION PER DEED DOC. NO. 2021046636
<.....>	RECORD INFORMATION PER DEED DOC. NO. 20211109497
{{.....}}	RECORD INFORMATION PER DEED DOC. NO. 1999014392
([.....])	RECORD INFORMATION PER DEED VOL. 11222, PG. 728
[[.....]]	RECORD INFORMATION PER DEED VOL. 3507, PG. 1793

TCAD PARCEL ID #237109, #237049
CITY GRID #Y-28, #Y-29, #Z-29

STATE OF TEXAS
REGISTERED
FERNANDO D. PEREZ
7041
PROFESSIONAL
LAND SURVEYOR

7/16/2024

NOTES:

1) 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 1.000078366113.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

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Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	6 OF 6

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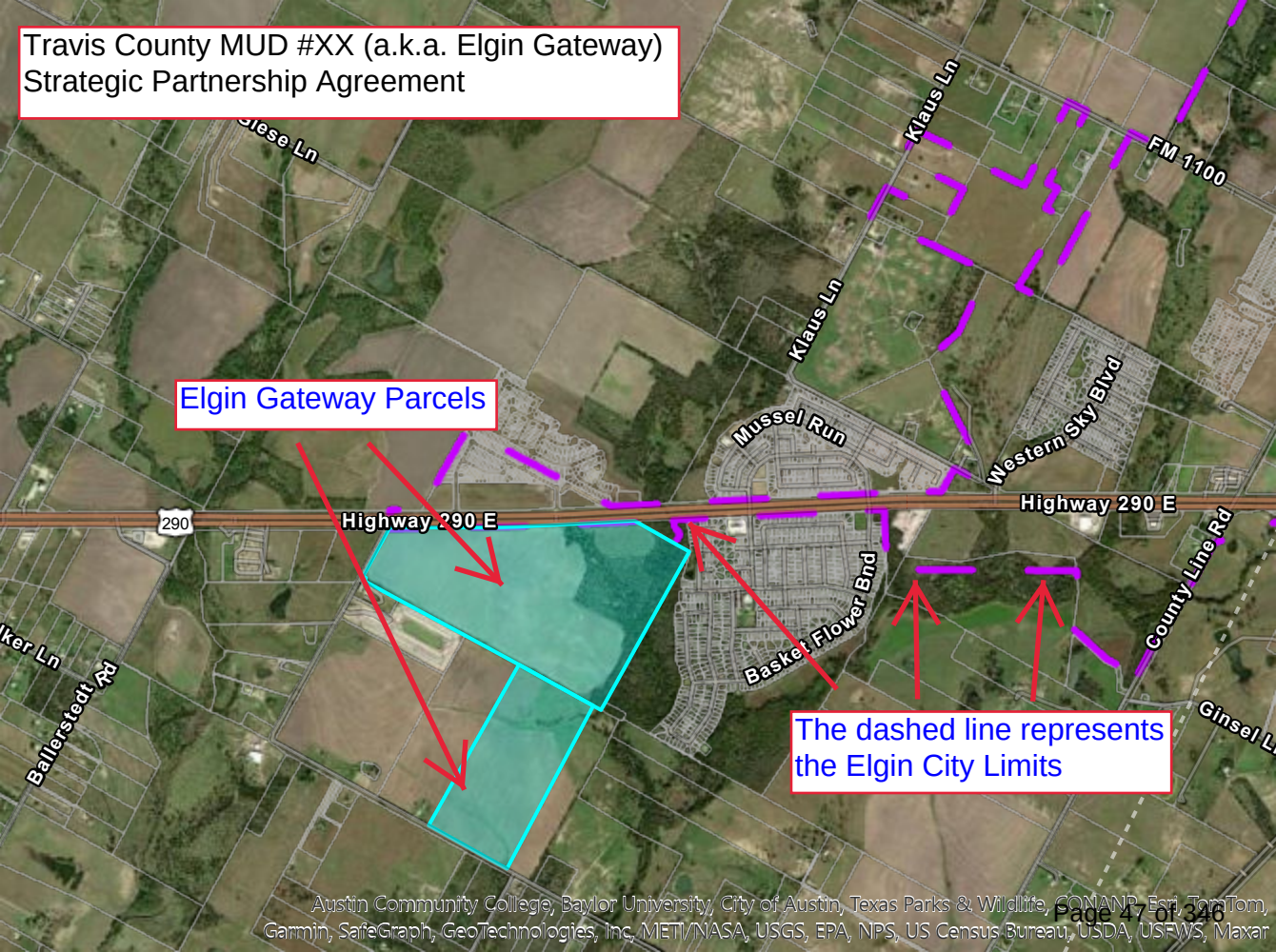
Travis County MUD #XX (a.k.a. Elgin Gateway)
Strategic Partnership Agreement
Elgin Gateway Parcels
The dashed line represents the Elgin City Limits
Klaus Ln
FM 1100
Mussel Run
Western Sky Blvd
Highway 290 E
290
Basket Flower Bnd
County Line Rd
Ginsel Ln
Ballerstedt Rd
Austin Community College, Baylor University, City of Austin, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Maxar

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM:
A 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 ZONING MAP TO WIT: TO REZONE FROM "R-1" SINGLE FAMILY DWELLING DISTRICT TO "R-4" MULTIPLE-FAMILY RESIDENTIAL DISTRICT LOCATED ON A PARCEL OF LAND KNOWN BY THE TRAVIS COUNTY APPRAISAL DISTRICT AS PARCEL 248221 (ABS 345 SUR 53 HINES W ACR 10.0) BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.
(THIS REQUEST FOR A ZONING CHANGE THAT WAS TO BE THE SUBJECT MATTER OF THIS HEARING WAS WITHDRAWN BY THE APPLICANT ON OCTOBER 29, 2024)

DEPARTMENT: Development Services

PROPOSED ACTION: None.

BACKGROUND:
State Law requires municipalities to publish notice of two public hearings in the local newspaper. The notice appeared in the October 9th edition of the Elgin Courier. The first public hearing was conducted by the Planning and Zoning Commission on October 28th and, after an unfavorable recommendation, the applicant requested that the item be pulled from the Council agenda. The item has been included on this agenda due to the fact that the public hearing was advertised.

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

RECOMMENDATION:
None.

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: Review of final FY2024-25 City of Elgin Annual Budget as adopted by City Council

DEPARTMENT: Executive

PROPOSED ACTION: Review and consideration of the final version of the FY2024-25 City of Elgin Annual Budget as adjusted to accommodate the property tax rate cut and budget cuts as adopted by City Council

BACKGROUND:
Discussed at previous meetings; In conformity with the City Charter, the City Manager presented the proposed FY24-25 Annual Budget, a zero-based, balanced, and appropriately conservative financial plan wherein all operating expenditures were supported by revenue generated during the fiscal year; and was developed through a comprehensive review of financing for all existing programs, operations, and services - and with the input of all Department Heads.

In their final review of the proposed budget, a majority of the City Council voted to cut the proposed property tax rate, which necessitated a corresponding cut in department operational expenditures and a reduction in service levels.

This item is for final review of the budget cuts made to accommodate the Council's decision on the budget.

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

RECOMMENDATION:
Review and consideration of the final version of the FY2024-25 City of Elgin Annual Budget as adjusted to accommodate the property tax rate cut and budget cuts as adopted by City Council

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: Discussion and direction to staff regarding the distribution of Community Non-Profit Support funding as included in the FY2024-25 Annual Operating Budget

DEPARTMENT: Executive

PROPOSED ACTION: This item has been placed on the agenda for general discussion relating to the process for consideration of annual requests for funding and/or donations from various community non-profit groups and/or organizations.

BACKGROUND:
The City has annually considered requests and provided funding to various non-profit groups and organizations serving the Elgin Community. Based on the City's commitment to this effort in prior years, the City Council approved an overall funding set-aside of **$50,000** for this purpose in the FY24-25 Annual Budget. The City, however, typically receives requests from such organizations that exceed that amount.

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

RECOMMENDATION:
Consideration of and direction to staff regarding the process for consideration of funding requests for Community Non-Profit Support as included in the FY2024-25 Annual Operating Budget.

ATTACHMENTS:
1. At A Glance- Non-Profits 24-25

{} 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.

	Non-Profit Organizations	How much is requested?	Have they received money in the past year?	If yes, how much?	Number of Elgin residents served
1	Advocacy Outreach	$10,000.00	Yes	$4,500.00	653
2	Bastrop County Women's Shelter	$2,000.00	Yes	$1,875.00	47
3	Children's Advocay Center	$10,000.00	Yes	$3,250.00	125
4	Court Appointed Special Advocates (CASA)	$3,500.00	Yes	$1,750.00	35
5	Down Home Ranch	$12,100.00	No	N/A	350
6	Drive a Senior, Central Texas	$10,000.00	Yes	$3,750.00	105
7	Elgin Alley Cats	$12,000.00	Yes	$3,000.00	65
8	Elgin Arts Association	$4,000.00	Yes	$3,125.00	500+
9	Elgin Cares Organization	$19,245.00	Yes	$9,400.00	14,137
10	Elgin Community Cupboard	$15,000.00	Yes	$11,100.00	2,000
11	Elgin Juneteenth Organization	$5,000.00	Yes	$2,500.00	500+
12	Elgin Oral History Project	$966.00	No	N/A	Entire Population
13	Mary Christian Burleson Preservation and Development Foundation	$3,500.00	Yes	$4,125.00	City-Wide
14	Elgin Historical Association	$19,478.00	No	N/A	All of Elgin
	Total Requested Funds	**$126,789.00**			

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Planning & Zoning Commission Quarterly Report

DEPARTMENT: Development Services

PROPOSED ACTION: Review the report.

BACKGROUND:
This report covers the months of August, September and October, 2024.

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

RECOMMENDATION:
None.

ATTACHMENTS:
1. PZC Quarterly Report Aug - Oct 2024

{} 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.

Development Services Department

STAFF REPORT

Planning & Zoning Commission (PZC) Quarterly Report

Date: **October 29, 2024**

SUMMARY OF ACTIVITES FROM AUGUST 2024 – OCTOBER 2024 MEETINGS

August 2024

A. Specific Use Permit for Christian Steward Academy at 1126 Swenson Blvd., Ste E (Project #202400054) – The applicant withdrew the request.
B. Specific Use Permit for the Elgin ISD to operate a childcare facility at 205 W. 2nd St. (Project #202400058) – The item was recommended for approval for a period of five years pending results of Engineer's traffic analysis.
C. Park Place Preliminary Plat (Project #202400034) Consisted of eight commercial and multifamily lots on 75.608 acres of land located in Travis County on the south side of U S Highway 290, south of the Westwind Subdivision and east of the Elm Creek Subdivision – PZC approved.
D. Northside Meadows Preliminary Plat (Project #202400049) Consisted of 329 lots on 59.945 acres of land located in Travis County on the south side of FM 1100, west of the Briarwood Subdivision and north of the Creeks Crossing Subdivision – PZC approved.
E. Triada Preliminary Plat (Project #202400046) Consisted of 919 lots on 271.8 acres of land located in Travis County, north of FM 1100 and south of Carlson Lane, west of the Eagles Landing and Homestead Subdivisions – PZC approved.
F. Sueños Subdivision Preliminary Plat (Project #202400010) Consisted of 19 lots on 5.88 acres of land located in Bastrop County on the east side of FM 1704 and south of VFW Road – PZC approved.
G. Review, discuss and provide input regarding Amendment #1 to Graham Tract Development Agreement The amendment consisted of changing the name from Graham Tract to Southside Meadows, updating the lot layout with an increase in residential density, add a 3-acre city owned park including play area, parking, restrooms, pickleball courts, basketball courts, and a pavilion instead of the payment-in-lieu of parkland fees.

September 2024

A. Rhode Tract Preliminary Plat (Project #202400062) – Consisted of 13 commercial lots on 59.987 acres of land located in Bastrop County on the south side of U S Highway 290 across from the Elgin Family Pet Center and north and west of the Elgin Business Park II & III – PZC approved.

October 2024

A. Elect Chair and vice chair Antonio Prete was elected Chair and Ronnie Creppon Vice-Chair.
B. Trinity Ranch Ph 3 Preliminary Plat (Project #202400051) – Consisted of 651 lots on 127.83 acres of land located in Bastrop County south of U S Highway 290 and east of Upper Elgin River Road – PZC approved.
C. Tiada Phase 1 Final Plat (Project #202400069) – Consisted of 126 lots on 23.111 acres of land located in Travis County on the north side of FM 1100 and west of Elgin First Baptist Church – PZC approved.
D. Cano Rezone from R-1 to R-4 (Project #202400074) – The property owner wished to change zoning from Single Family to Multi-family zoning to build three-story apartment buildings on 10 acres of land located in Travis County east of Klaus Lane and south of FM 1100 – PZC recommended denial.

PROPOSED ACTIVITES FROM NOVEMBER 2024 – JANUARY 2024 MEETINGS
Continue to perform their function as allowed by State law and City Code including items such as subdivision of property, zoning changes, specific use permits and reviewing amendments to the zoning and subdivision ordinances.

RECOMMENDED COUNCIL ACTION: None.

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: General Activity Report and/or Project Update

DEPARTMENT: Executive

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, non-agenda 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 - October 24, 2024

DEPARTMENT: Executive

PROPOSED ACTION:

BACKGROUND:

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

RECOMMENDATION:

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 Special Meeting Minutes - October 29, 2024

DEPARTMENT: Executive

PROPOSED ACTION: Approval of Meeting Minutes.

BACKGROUND:
N/A

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

RECOMMENDATION:
Approval of Meeting Minutes.

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.
{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.

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER 1 FOR THE ROY RIVERS UTILITY PROJECT PHASE I AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Public Works

PROPOSED ACTION: Review and consider Change Order 1 from Atlas Construction

BACKGROUND:
To support ongoing growth on Depot Street and to prepare for further development, the City Staff is recommending upgrading the water lines on Depot and Ave B. from 2" line to 8" and 6" to 8" lines. Furthermore, this project works to reduce dead end lines set up for more loops in the system to maintain reliability and reduce calls for service. Becasue this project identifies key challenges in the older part of town and addresses them with bigger and better service to provide water to future customers, it qualifies for use of impact fees. there was considerable amount of savings and work time by adding it to a existing contract, which is why you see it before you now.

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

RECOMMENDATION:
Review and approve Change order 1 from Atlas Construction

ATTACHMENTS:
1. Roy Rivers Utilities CO1
2. RESATLASCO1

{} 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.

CONTRACT CHANGE ORDER NO. 1
ROY RIVERS PHASE IV UTILITIES

OWNER:	**City of Elgin**
CONTRACTOR:	**Atlas Construction Corp.**
ORIGINAL CONTRACT AMOUNT:	**$393,107.59**
PREVIOUSLY APPROVED CHANGE ORDER AMOUNT:	**$0.00**
CURRENT CONTRACT AMOUNT:	**$393,107.59**
ORIGINAL CONTRACT TIME (DAYS):	**120**
PREVIOUSLY APPROVED ADJUSTMENT TO CONTRACT TIME (DAYS):	**0**
CURRENT CONTRACT TIME (DAYS):	**120**
CURRENT SUBSTANTIAL COMPLETION DATE:	
CURRENT FINAL COMPLETION DATE:	

Item No.	Item Description	Quantity	Units	Unit Price (+) Increase (-) Decrease	Amount (+) Increase (-) Decrease
P.2	6" DR PVC Water Line	13	LF	$0.00	$1,253.72
P.5	6" Seat gate valves	1	EA	$0.00	$2,180.15
P.8	Connection to existing water main	5	EA	$0.00	$8,922.45
P.9	Tracer Detection Wire	1,033	LF	$0.00	$2,055.67
P.10	DI main line fittings	1.0	TON	$0.00	$9,634.52
P.11	OSHA trenching (Water Lines)	1,033	LF	$0.00	$1,652.80
P.12	10" Sewer pipe at 0'-6' Depth	-25	LF	$0.00	-$1,731.25
P.15	20" OD 3/8" smooth steel casing	-75	LF	$0.00	-$15,503.25
P.17	4' Diameter Manholes	-1	EA	$0.00	-$3,829.47
P.19	Raven Series Lining on manholes	-5	VF	$0.00	-$747.80
P.20	OSHA trenching (Sewer Lines)	-100	LF	$0.00	-$160.00
P.21	Video proposed sanitary sewer	-100	LF	$0.00	-$1,070.00
CO.1	For furnishing all labor, materials, equipment and for installing 8" DR C-900 PVC water main, as shown on the plans, complete in place, for the sum of:	987	LF	$75.00	$74,025.00
CO.2	For furnishing all labor, materials, equipment and for installing 3/4" DR 18 C-900 PVC water lines at locations shown on the plans, complete in place, for the sum of:	34	LF	$90.00	$3,060.00
CO.3	For furnishing and installing 8" MJ AWWA C515 resilient seat gate valves to include meg-a-lug glands and concrete collar, complete in place, for the sum of:	2	EA	$4,000.00	$8,000.00
TOTAL COST OF THIS CHANGE ORDER:					**$87,742.54**

PROPOSED CHANGE ORDER AMOUNT (THIS CHANGE ORDER):	**$87,742.54**
REVISED CONTRACT AMOUNT:	**$480,850.13**
NET CHANGE IN CONTRACT TIME (DAYS):	**30**
REVISED CONTRACT TIME (DAYS):	**150**
REVISED SUBSTANTIAL COMPLETION DATE:	**1/30/00**
REVISED FINAL COMPLETION DATE:	**1/30/00**

THIS WILL BECOME A SUPPLEMENT TO THE CONTRACT AND ALL PROVISIONS WILL APPLY HERETO.

Owner, City of Elgin — Date

William Wachel, PE, Vice President, TRC Engineers, Inc. — Date 10/31/2024

Atlas Construction Corp. — Date 10/25/24

TRC

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER 1 FOR THE ROY RIVERS UTILITY PROJECT PHASE I AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, the City of Elgin is currently underway with the Roy Rivers Phase IV Utilities project and have identified certain value-added changes while the contractor is mobilized and;

WHEREAS, service to the expanding area of Ave B and Depot Street where both identified by staff as necessary upgrades to serve that new development.

WHEREAS, Atlas was contacted and have agreed to make such changes as recommended by City staff and the city engineer; and,

WHEREAS, City staff have engaged WGA and TRC engineers to add these services as a change order proposal to the 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 Mayor and or the City Manager is hereby authorized to execute *Change Order 1* and 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 12th day of November 2024

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
Peyton Standifer, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: *(Tabled)* A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER PROFESSIONAL SERVICES AGREEMENT AND WORK AUTHORIZATION WITH GRADIENT SOLUTIONS CORPORATION OF MANSFIELD, TEXAS FOR FINANCE-RELATED SERVICES; AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Executive

PROPOSED ACTION: Approval of a Resolution authorizing professional services agreement with Gradient Solutions Corporation to assist in the internal management of all city financial operations

BACKGROUND:
Discussed at previous meetings; City staff has faced a number of challenges over the last 3 years in recruiting and retaining qualified employees to serve as a traditional Director of Finance. This is a common issue in today's job market, as many other cities have dealt with the same problem.

In response to this situation, the staff has developed a plan to secure high-level consulting and management support for all accounting and finance-related operations through a Professional Services Agreement with Gradient Solutions Corporation of Mansfield, Texas.

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

RECOMMENDATION:
Approval of a Resolution authorizing professional services agreement with Gradient Solutions Corporation to assist in the internal management of all city financial operations

ATTACHMENTS:
1. ResAuth Gradient1024
2. GradientMaster 1024
3. GradientWA No 1 1024

{} 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 A MASTER PROFESSIONAL SERVICES AGREEMENT AND WORK AUTHORIZATION WITH GRADIENT SOLUTIONS CORPORATION OF MANSFIELD, TEXAS FOR FINANCE-RELATED SERVICES; AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, the Elgin City Manager is obligated under the City Charter to effectively manage all city financial operations; and,

WHEREAS, the City Manager has negotiated the terms of a professional services agreement with Gradient Solutions Corporation of Mansfield, Texas to assist in the internal management of all city financial operations; and,

WHEREAS, the City Manager is now recommending approval of a Master Professional Services Agreement and Work Authorization with Gradient Solutions Corporation to provide accounting and other support to city staff on a variety of Finance-related issues; and,

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 Gradient Solutions Corporation of Mansfield, Texas for professional accounting and finance services in the not-to-exceed amount of $120,000.00 as described in the *"Master Professional Services Agreement"* and *"City of Elgin, TX Work Authorization No. 1 General Finance Support"*, 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. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 22nd day of October, 2024

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
PEYTON STANDIFER, City Secretary

MASTER PROFESSIONAL SERVICES AGREEMENT

This Agreement is made between the City of Elgin, TX ("Client") and Gradient Solutions Corporation (the "Consultant" or "Contractor"), of Mansfield, Texas, a Texas corporation, to be effective as of the _____, 2024 ("Effective Date") with respect to certain consulting services detailed herein to be performed by the Consultant for Client.

ARTICLE I
RETENTION OF THE CONSULTANT

The Consultant is being retained to provide services described below to Client based on the Consultant's demonstrated competence and requisite qualifications to perform the scope of the services described herein. Client agrees to and hereby does retain the Consultant, as an independent contractor, and the Consultant agrees to provide the services to Client, upon the terms and conditions provided in this Agreement.

ARTICLE II
SCOPE OF SERVICES

The Consultant covenants and agrees to provide those services listed in the Scope of Services, as detailed in Appendix A, attached hereto and incorporated herein for all purposes (the "Services") as may be agreed upon in a Work Authorization, as later defined. The Consultant agrees that the Services provided will be performed in a professional manner in accordance with the standards of the consulting industry and complete in all respects. Client will issue a Work Authorization as shown in Appendix B ("Work Authorization") to Consultant as may be necessary from time to time to engage the Services. Each Work Authorization and each term therein are hereby incorporated into the Agreement verbatim as if specifically set out herein.

Client acknowledges and agrees that it shall be its responsibility to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in the Services delivered to Client. Client agrees to accept full and exclusive responsibility for any and all implementation decisions and other actions taken to affect the adoption or execution of recommendations identified and developed through the Services, and for the results of those decisions and actions.

Consultant is retained only for the purposes set forth in the Agreement. As a prerequisite to Consultants' delivery of Services, Client shall (i) fulfill the client responsibilities and ensure that all Assumptions are accurate; (ii) provide Consultant with reliable, accurate and complete information, as required; (iii) make timely decisions and obtain required management approvals; and (iv) furnish Consultant's personnel with a suitable office environment and adequate resources and supplies, as needed. In addition, Consultant shall be entitled to rely on all Client decisions and approvals made independently of this Agreement and/or prior to its execution by the parties. If such responsibilities are not met, Consultant may not be able to perform the engagement or to do so in a timely fashion. Nothing in this Agreement shall require Consultant to evaluate, advise on, modify, confirm, or reject such decisions and approvals, except as expressly agreed to in the Work Authorization.

ARTICLE III
TERM

The Consultant shall commence work immediately upon receipt of a written Work Authorization issued by Client. This Agreement shall remain in effect until the completion of the Services, (the "Termination Date"), unless earlier terminated as provided herein. However, this agreement can be renewed by the parties executing a new Work Authorization as shown in Appendix B and

attaching it to a copy of this agreement. This Agreement shall be deemed terminated, and the independent contractor relationship between the Consultant and the Client severed, by either party by providing thirty (30) days written notice to the other party subject to termination provisions in any Work Authorization. Upon any termination Client shall promptly pay Consultant for fees and reimbursable expenses incurred to the Effective Date of termination.

ARTICLE IV
COMPENSATION

1. **Compensation**. As sole and sufficient compensation for the Services under this Agreement, the Client agrees to pay and the Consultant agrees to accept the compensation as reflected on the executed individual Work Authorization as shown in Appendix B. Except as otherwise provided in this Agreement, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide and/or deliver the Services, including materials, training, equipment used, and overhead expenses.

2. **Reimbursement.** Unless otherwise specified in the applicable Work Authorization, the Consultant shall be entitled to reimbursement for reasonable, ordinary and necessary business expenses incurred in the performance of Consultant's duties hereunder for such items as travel, lodging, meals and other out-of pocket, including parking, mileage and tolls, reasonable report production, printing cost, duplication costs and direct supplies used during the course of performing the Services.

3. **Invoicing.** The Consultant shall document the Services rendered and the expenses which may be reimbursed hereunder by providing Client with invoices dated approximately the last day of each month. Each invoice shall describe the Services performed and reimbursable expenses incurred by the Consultant from the first day of the month through the last day of that month. Consultant shall invoice Client in accordance with the billing schedule in the Work Authorization and Client shall pay invoices within thirty (30) days of receipt.

If Client disputes any invoice Client shall timely pay the undisputed portion and promptly notify Consultant in writing of the nature of the dispute as to the remainder, and the parties will use their best efforts to resolve the dispute expeditiously. In the event the dispute is not resolved within thirty (30) days after receipt by Consultant of the notice of such dispute, Consultant may suspend performance of the Services, without limitation or waiver of any other right or remedy available under this Agreement or at law.

ARTICLE V
RELATIONSHIP BETWEEN THE PARTIES

The parties hereto recognize that the governing body and executive management team shall manage the business and affairs of Client and that the relationship between Client and Consultant shall be one of independent contractor. The Consultant acknowledges and agrees that it and its staff shall not be considered an employee of Client for any purpose.

Neither party shall have any authority to enter into any contract with or otherwise obligate the other to any third party without the express written authorization of the other party. Under no circumstances shall the Consultant represent to suppliers, contractors or any other parties that it or its employees are employed by Client or that they serve Client in any capacity other than as an independent contractor.

In the performance of any and all Services under this Agreement, the Consultant as an independent contractor has the sole right to supervise, manage, operate, control, delegate, and direct the performance of the details incident to the Services. Neither the Consultant, nor its staff, shall be entitled to any insurance, pension, vacation, sick leave or other benefits customarily afforded to employees of Client. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employee-employer or principal-agent, or to otherwise create any liability for Client whatsoever with respect to the liabilities, obligations or acts of the Consultant or any other person. Client acknowledges that the services to be rendered by Consultant are not exclusive to Client, and Consultant may provide similar services to other clients.

Client shall accept deliverables which conform to the requirements of the Work Authorization. Client will promptly give Consultant notification of any non-conformance of the deliverables with such requirements ("Non-conformance"), and Consultant shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. If Client uses the deliverable before acceptance, fails to promptly notify Consultant of any Non-conformance, or unreasonably delays the acceptance of deliverables, then the deliverable shall be considered accepted by the Client.

While Consultant shall attempt to comply with Client's request for specific individuals, Consultant shall be responsible for assigning and re-assigning its personnel, as appropriate, to perform the Services. During the term of this Agreement, and for a period of six (6) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder without prior written consent of such other party.

ARTICLE VI
REPRESENTATION AND WARRANTIES

The Consultant represents and warrants to Client that (a) it is under no contractual or other restriction or obligation, the compliance with which is inconsistent with the execution of this Agreement, the performance of its obligations hereunder or the rights of Client hereunder; (b) it has no business or familial relationship with a Client staff or governing body member; and (c) it nor its staff is under any financial, physical or mental disability that would hinder the full performance of its obligations under this Agreement. Consultant further warrants that it shall perform the Services in a good and professional manner. Client shall be relying upon Consultant's competence, impartiality, thoroughness and professionalism in the performance of the Services. As a result, Consultant shall be accountable and responsible to Client under the foregoing warranty for the compliance of the Services with such standards. Consultant's responsibility and accountability under the foregoing warranty is not intended to apply to the negligence or failures of Client or factors outside of the control of Consultant. Notwithstanding anything to the contrary, Client agrees, acknowledges and understands that Consultant' performance of its Services under this Agreement is subject to and conditioned upon the timely cooperation, willingness, responsiveness and skill level of Client and its applicable employees and the fulfillment of the responsibilities of Client, if any, set forth in the Agreement. THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND CONSULTANT HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Consultant cannot and does not warrant the products or services of third parties, except to the extent that said "third party" is an agent or subconsultant of Consultant.

ARTICLE VII
CONFIDENTIAL INFORMATION

Confidential Information. All materials developed in the course of providing and in relation to the Services provided in whole or in part by the Consultant, its employees and subcontractors are proprietary and confidential information and shall, upon payment of Consultant's invoices, therefore, be owned by Client. Client will retain ownership of all work-in-progress, upon payment of Consultant's applicable invoices therefore. In addition the Consultant acknowledges that any information it or its employees, agents or subcontractors obtain regarding the operation of Client, its products, services, policies, customer, personnel and any other aspect of its operation ("Confidential Information") is proprietary or confidential, and shall not be revealed, sold, exchanged, traded or disclosed to any person, company or other entity during the period of the Consultant's retention hereunder or at any time thereafter without the express written permission of Client. The parties agree that, during the course of the engagement, communication between the parties may be by e-mail with each other and with outside specialists or other entities engaged for this Agreement. The parties acknowledge and accept that neither can guarantee, and does not warrant, that e-mail transmissions will not be intercepted and read, disclosed or used by a third party or will be delivered to each of the parties to whom they are addressed and only to such parties. Consultant specially disclaims, and Client expressly acknowledges and agrees that Consultant shall not have, responsibility or liability in connection with e-mail transmissions. Nonetheless, the parties will use due diligence to secure the privacy and proper transmission of e-mails, including any attached document.

The parties hereby agree that each of the provisions in this Article VII are important and material, and significantly affect the successful conduct of the business of Client, as well as its reputation and goodwill. Any breach of the terms of this Article VII is a material breach of this Agreement, from which the Consultant may be enjoined without waiver of any other right or remedy to which Client may be entitled as a result of said breach.

The Consultant understands and acknowledges that the Consultant's responsibilities under this Article VII of this Agreement shall continue in full force and effect after the Consultant's contractual relationship with Client ends for any reason.

Notwithstanding anything in this Agreement to the contrary, Consultant shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of Consultant; (ii) was in Consultant's lawful possession prior to the disclosure and had not been obtained by Consultant either directly or indirectly from Client; (iii) is lawfully disclosed to Consultant by a third party without restriction on disclosure; (iv) is independently developed by Consultant without use of or reference to the Client's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Consultant gives Client prompt written notice of such requirement to permit Client to seek a protective order or other appropriate relief.

ARTICLE VIII

OWNERSHIP

Ownership of Documents, Information, Materials, Notes, Etc. All final reports developed and provided by Consultant (the "Documents") are and shall at all times be and remain, upon payment

of Consultant's invoices therefore, the property of Client and shall not be subject to any restriction or limitation on their further use by or on behalf of Client, except as otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by Client for any of the Documents, whether after termination of this Agreement or otherwise, the same shall be turned over to Client without delay, and in no event later than thirty (30) days after such demand is made. Consultant shall have the right to retain copies of the Documents and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of the Documents is determined to be unenforceable, either in whole or in part, Consultant hereby assigns and agrees to assign to Client all rights, title and interest that Consultant may have or at any time acquire in said Documents and other materials, provided that Consultant has been paid as aforesaid.

Consultant's work papers shall remain the sole and exclusive property of Consultant. "Work papers" shall mean those documents prepared by Consultant during the course of performing Services including, without limitation, schedules, analyses, transcriptions, memos, designed and developed data visualization dashboards and working notes that serve as the basis for or to substantiate the Services. In addition, Consultant shall retain sole and exclusive ownership of its know-how, concepts, techniques, methodologies, ideas, templates, dashboards, code and tools discovered, created or developed by Consultant during the performance of Services that are of general application and that are not based on Client's Confidential Information hereunder (collectively, "Consultant's Building Blocks"). To the extent any deliverables incorporates Consultant's Building Blocks, Consultant gives the Client a non-exclusive, non-transferable, royalty-free right to use such Building Blocks solely in connection with the deliverables. Subject to the confidentiality restrictions contained in Article VII, Consultant may use the deliverables and the Building Blocks for any purpose. Except to the extent required by law or court order, Client will not otherwise use, or sublicense or grant any other party any rights to use, copy or otherwise exploit or create derivative works from Consultant's Building Blocks.

ARTICLE IX
GENERAL PROVISIONS

1. **Compliance with Laws.** Consultant shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, codes and regulations, and with the orders and decrees of any courts, administrative bodies, or tribunals in any matter affecting its performance under this Agreement, including, without limitation, workers' compensation laws, antidiscrimination laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, and licensing laws and regulations.

2. **Notices.** In each instance under this Agreement in which one party is required or permitted to give notice to the other, such notice shall be deemed given (i) when delivered in hand, (ii) one (1) business day after being deposited with a reputable overnight air courier service, or (iii) three (3) business days after being mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and, in all events, addressed as follows:

In the case of Consultant:	In case of the Client:
Gradient Solutions Corporation Attn: Calvin E. Webb III 460 Turner Warnell Roads Mansfield, Texas 76063	City of Elgin, TX Attn: Thomas L. Mattis City Manager for the City of Elgin 310 North Main Street Elgin, TX 78621

Either party hereto may from time to time change its address for notification purposes by giving the other party prior written notice of the new address and the date upon which it will become effective.

3. **Controlling Law, Venue.** This Agreement, and all of its provisions, shall be governed by and construed in accordance with the law of the state of Texas without reference to its conflicts of law principles. The parties hereto consent and submit to the personal jurisdiction and venue of the state and federal courts in the state of Texas, county of Bastrop for purposes of any action permitted by subsection 10 below.

4. **Entire Agreement.** This Agreement, including these terms and conditions and any other appendices or attachments, is the entire agreement of the parties, and supersedes all prior oral representations, warranties, understandings, stipulations, agreement, negotiations, initial statements of work, or promises pertaining to this Agreement or the expressly mentioned extrinsic documents not incorporated in writing in this Agreement.

5. **Invalidity.** If any part of this Agreement is declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining portion of the Agreement. Those portions not declared invalid shall remain in full force and effect as if this Agreement had been executed without the inclusion of the invalid portion. The invalid portion, if any, shall be modified by the court to the extent necessary to become enforceable.

6. **Modification.** This Agreement constitutes the entire agreement between the Client and the Consultant and may not be changed, altered, or modified unless in writing and signed by a duly authorized representative of the parties.

7. **Binding Effect.** The rights and benefits of the Consultant under this Agreement are personal to the Consultant and shall not be subject to voluntary or involuntary alienation, assignment, subletting, or transfer. This Agreement may be assigned by Client upon prior written consent of Consultant, which shall not be unreasonably withheld, and shall inure to the benefit of any such assignee.

8. **Waiver.** Waiver by either party of any breach of this Agreement by the other party shall not be effective unless in writing signed by a representative of the party to be charged, and no such waiver shall operate or be construed as a waiver of any subsequent breach.

9. **Acknowledgment.** The Parties agree by their signatures to this Agreement before signing it they fully understand its terms and provisions and hereby expressly acknowledge receipt of a copy of this Agreement.

10. **Arbitration.** Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Bastrop County, Texas, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction. Notwithstanding the above, Client shall be entitled to seek a restraining order or injunction in any court of competent jurisdiction to prevent the continuation or occurrence of any violation of Article VII hereof. Each party shall bear its own attorneys' fees and costs, including its share of the costs of the arbitration, provided that the prevailing party (as designated by the arbitrators in their award) shall be entitled to recover its costs and reasonable attorneys' fees from the non-prevailing party.

11. **INDEMNIFICATION AND NON-PARTIES**. **THE CONSULTANT SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS CLIENT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS, COSTS, OR LIABILITIES OF ANY TYPE OR NATURE, AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT ARISING FROM (a) THIRD PARTY CLAIMS FOR PERSONAL INJURY OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY RESULTING FROM THE CONSULTANT'S NEGLIGENT PERFORMANCE OF OR FAILURE TO PERFORM THE WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT, WHETHER SUCH CLAIM OR LIABILITY IS BASED IN CONTRACT, TORT, OR STRICT LIABILITY OR (b) ACTUAL OR ALLEGED INFRINGEMENT BY THE DELIVERABLES OF THE PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY ("IP CLAIM"). CONSULTANT SHALL HAVE NO OBLIGATION OR LIABILITY FOR ANY IP CLAIM BASED UPON OR RESULTING FROM (i) MODIFICATION OF THE DELIVERABLES, UNLESS THE MODIFICATION WAS MADE BY CONSULTANT; (ii) THE USE, OPERATION OR COMBINATION OF THE DELIVERABLES WITH NON-CONSULTANT PROGRAMS, DATA, EQUIPMENT OR DOCUMENTATION IF SUCH INFRINGEMENT WOULD HAVE BEEN AVOIDED BUT FOR SUCH USE, OPERATION OR COMBINATION; (iii) THE NON-COMPLIANCE WITH CONSULTANT'S USER DOCUMENTATION, IF ANY; OR (iv) OTHERWISE BY CLIENT'S OR THIRD PARTY PRODUCTS OR SERVICES. THIS SECTION 11 STATES THE ENTIRE LIABILITY OF CONSULTANT AND THE EXCLUSIVE REMEDY OF THE CLIENT WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, WHETHER UNDER THEORY OF INDEMNITY, BREACH OF CONTRACT, WARRANTY OR OTHERWISE. CONSULTANT SHALL HAVE NO OBLIGATION UNDER THIS SECTION 11 FOR CLAIMS TO THE EXTENT ARISING FROM THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CLIENT OR ANY OTHER INDEMNIFIED PARTY HEREUNDER. CONSULTANT'S OBLIGATIONS UNDER THIS SECTION 11 ARE CONDITIONED UPON THE FOLLOWING: (a) THE PARTY SEEKING INDEMNIFICATION HEREUNDER SHALL PROVIDE CONSULTANT WITH PROMPT WRITTEN NOTICE OF ANY CLAIM FOR WHICH INDEMNIFICATION IS SOUGHT; (b) CONSULTANT SHALL CONSULT WITH AND SEEK THE APPROVAL OF CLIENT PRIOR TO THE SETTLEMENT OF SUCH CLAIM; AND (c) THE INDEMNIFIED PARTY OR PARTIES SHALL REASONABLY COOPERATE WITH CONSULTANT IN SUCH DEFENSE AND SETTLEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON PROVIDED FOR OR ALLOWED HEREUNDER.**

12. **Benefits Inured**. This Agreement is solely for the benefit of the parties hereto and their successors and assigns. Nothing contained in this Agreement is intended to, nor shall be deemed

or construed to, create or confer any rights, remedies, or causes of action in any person or entities that are not parties to this Agreement or the successors or assigns of the parties hereto.

13. **Survival**. Articles IV, VII, VIII, IX and X shall survive expiration or termination of this Agreement for any reason.

14. **General**. Notwithstanding anything herein to the contrary, Consultant may reference or list Client's name and / or a general description of the Services / project. Client also agrees that upon reasonable prior notice from Consultant, Client will be willing to provide a reference for Consultant (e.g. in the form of client telephone calls, presentations, and the like).

15. **Vendors**. It is understood and agreed that Contractor's relationship and use of Rackspace or similar hosting company or InterWorks Inc. in Contractor's delivery of the Services is not a subcontractor relationship and is a relationship between Contractor and Vendors.

16. **File Sharing**. In the interest of facilitating our services to the Client, Consultant may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. The Client's electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, Consultant employs measures designed to maintain data security. Consultant uses reasonable efforts to keep such communications and electronic data secure. The Client recognizes and accepts that Consultant has no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Consultant. The Client consents to Consultant's use of these electronic devices and applications during any engagement.

17. **Management Decisions.** Consultant will not make any management decisions including setting policy or strategic direction; directing or accepting responsibility for Client employees; authorizing, executing, consummating, or otherwise exercising authority on behalf of the Client; preparing source documents for the Client; deciding which recommendations from Consultant or a third-party to implement or prioritize; reporting to a governing body on behalf of management; accepting project management responsibility for a Client; accepting responsibility for designing, implementing, or maintaining internal controls; or other similar items.

18. **Collaborative Tools.** To enhance our services to the Client, Consultant will utilize tools that permit collaboration across geographic boundaries and time zones and allows the Consultant and the Client to share data, engagement information, knowledge, and deliverables in a protected environment such as Microsoft Office 365. In order to use Microsoft Office 365 or a similar tool, the Client may be required by the provider to execute a client portal agreement and agree to be bound by the terms, conditions and limitations of such agreement. The Client agrees that the Consultant has no responsibility for the activities of Microsoft Office 365 or other similar collaborative online tools. Consultant is not a direct online host for any of the Client's information. The Client is responsible for maintaining your own copy of information. It is the responsibility of the Client to fulfill any regulatory or Client policy requirements for the retention of information. Portals are utilized solely as a method of transferring data and are not intended for the long-term storage of the Client's information. All information on a portal will be considered Consultant's Work Papers while it resides in the portal. Information on a portal may be deleted by Consultant at any time. Consultant does not provide back-up services for any of the Client's data or records, including information Consultant provides to the Client.

ARTICLE X
RISK ALLOCATION

This Article is overriding and controlling over any provision in this Agreement or any Work Authorization that is in conflict with, contrary to or ambiguous with the provisions of this paragraph, unless specifically addressed in a Work Authorization.

Neither party's liability, in contract, tort (including negligence) or any other legal or equitable theory, (a) shall exceed the professional fees paid or due to Consultant pursuant to the particular individual Work Authorization out of which the claim or cause arises or (b) include any indirect, incidental, special, punitive or consequential damages, even if such party has been advised of the possibility of such damages. Such excluded damages include, without limitation, loss of data, loss of profits and loss of savings of revenue.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first written above.

CONSULTANT:	CLIENT:
Gradient Solution Corporation	City of Elgin, TX
By:_____	By:_____
Calvin E. Webb III	Thomas L. Mattis
Managing Director	City Manager

APPENDIX A

SCOPE OF SERVICES

This Appendix A is attached to and made a part of that certain Master Professional Services Agreement between the City of Elgin, TX and Gradient Solutions Corporation hereinafter Consultant, (the "Agreement"). Any term used in this appendix shall have the meaning given to that term by the Agreement.

The Scope of Services under the Agreement is described as follows:

1. Under the direction and coordination with City Manager or designees, the Consultant shall perform services along the lines of:

- Accounting and Finance Support Services
- Business Risk Assessment and related services,
- Compliance and Internal Control Assessments / Monitoring,
- Consultation surrounding the Committee of Sponsoring Organization Framework,
- Data Analytics (Dashboards, Business Intelligence, Reporting, etc.),
- Data mining techniques,
- Training Programs,
- Business process improvement,
- Management consulting,
- Information Technology consulting,
- Fraud prevention, detection, and response services,
- Software hosting related to applicable service offerings, and
- Other similar services

2. Work to be performed shall be procured through a Work Authorization form, a sample of which is attached hereto.

3. Any performed engagement will not constitute procedures, work, examinations, or any other similar steps in accordance with Generally Accepted Auditing Standards, the Institute of Internal Audit Standards, Government Accountability Office Standards, or any other authoritative body. Thus, Gradient's engagements will not constitute an audit, compilation, review, attestation service, or fraud examination. In addition, none of our engagements will entail assessment of the employees' capabilities in performing their identified tasks.

4. Gradient is not a public accounting firm.

5. Gradient Solutions Corporation is licensed and regulated by the Texas Private Security Bureau. Complaints may be directed to P.O. 4087, Austin TX 78773, (512) 424-7293. Company License #A14770801, Mailing Address 460 Turner Warnell Road Mansfield, TX 76063, and Phone Number 817-614-6329.

APPENDIX B

SAMPLE

WORK AUTHORIZATION

This Work Authorization is made as of this ____ day of _____ 202_, under the terms and conditions established in the MASTER PROFESSIONAL SERVICES AGREEMENT dated as of _____ __, 202_ between the City of Elgin, TX ("Client") and Gradient Solutions Corporation (Gradient). This Work Authorization is made for the following purposes consistent with the services defined in the Master Professional Services Agreement:

Section A. – Scope of Services

Description of Services

Key Tasks

Deliverables and/or Other Results of Services

Section B. – Schedule

Section C. – Compensation, Expenses and Billing Terms

Section D. – Client's Responsibility

Section E. – Other Provisions

City of Elgin, TX		**Gradient Solutions Corporation**	
By:	_____	By:	_____
Signature:	_____	Signature:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

City of Elgin, TX
Work Authorization No. 1
General Finance Support

This Work Authorization is made as of this _____, under the terms and conditions established in the MASTER PROFESSIONAL SERVICES AGREEMENT dated as of _____ between the City of Elgin, TX (City) and Gradient Solutions Corporation (Consultant or Gradient). This Work Authorization is made for the following purposes consistent with the services defined in the Master Professional Services Agreement.

Section A – Scope of Services

Description of Services

Gradient is engaged by the City to support various consulting needs as they arise within the City. This Work Authorization is intended to allow the City to use Gradient's time on a variety of Finance-related requests.

Key Tasks

Gradient's team will be available to assist the City in a variety of ways. Gradient will work under the exclusive direction of the City Manager, or designee, in the performance of all duties under this Work Authorization. The following items are examples of the support available but are not intended to be a complete list.

- Make periodic reports to the City Council when requested to do so by the City Manager, or designee.
- Assist in the preparation of quarterly/budget performance reports.
- Participate in calls, meetings, or discussions with management on a variety of topics.
- Support City-led teams in process assessment or process improvement initiatives.
- Provide feedback on policies, procedures, or other documents.
- Perform limited, targeted internal control assessments.
- Send surveys or questionnaires on behalf of management relating to processes or internal controls.
- Assist the Finance staff in requests relating to the annual audit preparation specifically readiness and workplans focused on year-end.
- Assist the Finance staff in evaluation of accounting or financial processes or the coaching of staff within those processes.
- Create or review documents provided by the Financeor other staff.
- Support City-led finance team in process assessment or process improvement initiatives.
- Provide feedback on policies, procedures, or other documents.
- Other similar requests from management and agreed upon by Gradient.

City of Elgin, TX
Work Authorization No. 1
General Finance Support

Staffing

Resources proposed for this project will include Lorie Lankford, Calvin E. Webb III, and other Gradient resources on an as needed basis.

Schedule

Gradient will be available beginning November 1, 2024. The work authorization will extend through January 31, 2025 unless cancelled in accordance with the provisions within this work authorization.

Deliverables

No specific deliverables are contemplated within this work authorization. Based on the City's specific requests, Gradient could agree to provide certain deliverables during a particular project.

Section C – Compensation and Billing

- Gradient will bill the City $10,000 per month at the beginning of each month.
- Gradient will be available to support the City between the dates noted in the schedule above for an expected 10-20 hours per week (on-site or remote). Gradient will provide on-site personnel at the City offices for an average of sixteen (16) hours per month.
- Gradient will not bill the City for out-of-pocket expenses such as lodging, tolls, per diem, and mileage.
- In the event this Work Authorization is cancelled during a month where work has already occurred, Gradient will send a final invoice at a rate of $295 per hour incurred between the beginning of a month and the cancellation period.

Section D – City Responsibilities

- The City is responsible for the accounting, budget, finances, and other similar items.
- The City will provide direction on the tasks or scope for Gradient's hours.
- The City will provide a copy of relevant documents requested by Gradient.
- The City employees will complete applicable questionnaires or surveys requested by Gradient.
- The City will participate in meetings, discussions, calls, or web meetings applicable to projects requested by the city under this Work Authorization.
- The City will provide office, conference room, or other space along with an Internet connection for Gradient when meeting at the City's facilities.
- The City will make all management and implementation decisions stemming from any work performed by Gradient.
- The City shall accurately describe the Consultant's role as a Fractional Director of Finance or any other capacity in which the Consultant is engaged under this Agreement. Neither the City nor the Consultant shall imply that the Consultant holds a full-time or permanent position within the City or has authority beyond that explicitly granted in this Work Authorization.
- The Consultant may recommend actions, policies, or strategies as part of its Fractional Director of Finance services. The City is solely responsible for the decision to implement, modify, or

reject any recommendations provided by the Consultant. The Consultant is not liable for the outcomes of decisions made by the City, even if such decisions were based on the Consultant's advice or recommendations. The Consultant does not have the authority to unilaterally implement or execute any financial decision or strategy on behalf of the City.

- The City is responsible for the proper execution and management of all financial operations, including those overseen or advised upon by the Consultant. The City agrees to provide the necessary resources, personnel, and support to effectively carry out the strategies and recommendations proposed by the Consultant.

Section E – Other Matters

- This Work Authorization is terminable for convenience by either party with 30 days written notice. Any time or expenses incurred up to the effective termination date will be invoiced to the City.
- The following items are important for this Work Authorization:
    - Gradient does not contemplate connecting to the Client's internal information technology systems using our devices as part of this Work Authorization other than guest access to the internet while Gradient staff are working on-site at a Client facility.
    - If access to an internal financial system is required, the City will provide appropriate devices, under their control, for use in the internal IT environment as well as any security training (if required).
    - Gradient will not directly access any banking or treasury related accounts.
    - Gradient will not be able to sign any documents, electronic or physical, on behalf of the City or enter into any contracts on behalf of the City.
    - These Services will not entail Gradient's assessment of the employees' capabilities in performing their identified tasks or supervision of any employees.
- No subcontractors will be utilized by Gradient without written approval of the City.
- The Services do not constitute work, examinations, or any other similar steps in accordance with Generally Accepted Auditing Standards, the Institute of Internal Audit Standards, Government Accountability Office Standards, or any other authoritative body. Gradient's engagement does not constitute an audit, compilation, review, attestation service, investigation, or fraud examination.
- Gradient will not make any management decisions including setting policy or strategic direction; accepting responsibility for or directing Client employees; authorizing, executing, consummating, or otherwise exercising authority on behalf of the Client; preparing source documents for the Client; deciding which recommendations from Gradient or a third-party to implement or prioritize; reporting to a governing body on behalf of management; accepting project management responsibility for the Client; accepting responsibility for designing, implementing, or maintaining internal controls; or other similar activities.
- Gradient is not a public accounting firm.
- Although no investigative services will be performed as part of this Work Authorization, Gradient Solutions Corporation is licensed as a Private Investigation Company under the Texas Private Security Statutes and Rules Sec. 1702.104 Investigations Company. Gradient's license

number is A14770801. Gradient's office address and phone number for Private Investigation matters is 460 Turner Warnell Road Mansfield, TX 76063 and 817-614-6329 respectively.

	City of Elgin, TX	Gradient Solutions Corporation
By:		
Name:		
Title:		

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: ELEVEN POINT THREE SIX FIVE (11.365) ACRES OF LAND OUT OF THE WILLIAM HINES SURVEY NUMBER 53, ABSTRACT NUMBER 345, LOCATED ON A PARCEL OF LAND KNOWN BY THE TRAVIS COUNTY APPRAISAL DISTRICT AS PARCEL 248230 IN TRAVIS COUNTY, TEXAS, AND BEING FULLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

DEPARTMENT: Development Services

PROPOSED ACTION: Discussion, consideration, and action on an ordinance for a voluntary annexation of 11.365 acres of land located in Travis County (Parcel Number 248230).

BACKGROUND:
The applicant is requesting voluntary annexation into the City Limits. Currently, this parcel of land is located within the City's Extra Terretorial Jurisdiction (ETJ). The land is currently vacant and is situated between the Briarwood Subdivision to the east, the Northside Meadows Subdivision to the west, and the Creeks Crossing Subdivision to the south.

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

RECOMMENDATION:
Approval of the Ordinance as presented; and further direction to staff, if any as appropriate.

ATTACHMENTS:
1. Travis County Parcel No. 248230 Annexation Ordinance
2. Petition for Annexation
3. Deed
4. 11.365 Acre Annexation Area Map

{} 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.

ORDINANCE NO. 2024-11-12-__

AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: ELEVEN POINT THREE SIX FIVE (11.365) ACRES OF LAND OUT OF THE WILLIAM HINES SURVEY NUMBER 53, ABSTRACT NUMBER 345, LOCATED ON A PARCEL OF LAND KNOWN BY THE TRAVIS COUNTY APPRAISAL DISTRICT AS PARCEL 248230 IN TRAVIS COUNTY, TEXAS, AND BEING FULLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City is a duly constituted Home Rule City pursuant to Chapter 9, Local Government Code, as amended, and,

WHEREAS, pursuant to Section 43.028, Local Government Code, the owners of a tract of land containing 11.365 acres of land out of A345 Hines, William, survey number 53 (the "Property") more fully described in Exhibit "A", have petitioned the City Council in writing to annex the Property, and,

WHEREAS, the property is (1) one-half mile or less in width; (2) contiguous to the City; and (3) vacant without residents, or on which less than three (3) qualified voters reside, and,

WHEREAS, the City Council has determined that all requirements of Section 43.028 Local Government Code have been complied with and hereby consider it appropriate to grant the petition for annexation.

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

I.

That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in its entirety.

II.

That the City Council has heard arguments for and against the annexation and has determined to grant the petition for annexation.

III.

That the Property described in Exhibit "A" attached hereto and incorporated herein for all purposes, be and is hereby annexed and brought within the corporate limits of the City of Elgin, Bastrop and Travis Counties, Texas, and is hereby made and integral part hereof.

IV.

That the owners and future inhabitant of the area herein annexed be entitled to all the rights and privileges of other citizens and property owners of said City and are hereby bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

V.

That the official map and boundaries of the City, heretofore adopted and amended be and is hereby amended so as to include the aforementioned territory as part of the City of Elgin, Texas.

VI.

That the City Manger is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add territory hereby annexed as required by law.

VII.

That this Ordinance shall become effective after “passage'".

VIII.

That the City Secretary is hereby directed and authorized to file a certified copy of this Ordinance in the Office of the County Clerk of Travis County. Texas.

IX.

If any section, subsection, sentence, phrase, or word of this Ordinance be found illegal, invalid, or unconstitutional or any provision of said property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, subsection, sentence, phrase, word, paragraph, or provision of this Ordinance or the application of any other section, subsection, sentence, phrase, word, paragraph, or provision of any other Ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid property without the invalid part, and to this end the provisions of this Ordinance are declared to be severable.

X.

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.

By motion duly made, seconded, and passed with an affirmative vote of all the Council members present, the requirement for reading this Ordinance on separate days was dispensed with.

READ, **PASSED**, and **ADOPTED** on first reading this the 12th day of November 2024.

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
PEYTON STANDIFER, City Secretary

EXHIBIT "A"

PROPERTY DESCRIPTION

11.365 acres of land, more or less, out of the William Hines Survey No. 53, in Travis County, Texas, and being the same property conveyed by Gordon A. Bragg and wife, Hazel Bragg, to James C. Faison and wife, Dorothy E. Faison, in a deed dated June 28, 1985, recorded in Volume 9264, Page 911, of the Real Property Records of Travis County, Texas, and being more particularly described in the attached Exhibit A – 1 attached hereto.

EXHIBIT "A-1"

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COMMENCING at an iron rod found at a fence corner at the southeast corner of the befo mentioned 188.00 acre tract, the southwest corner of the Charles J. Poth, Jr. 195 acre tract described in a deed recorded in Vol. 1448, Page 531, Travis County Deed Records, the northeast corner of the William F. Klaus 191 acre tract described in a deed recorded i Vol.529, Page 226, Travis County Deed Records.

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THENCE S 30° 00' 38" W, 1497.55 feet to the POINT OF BEGINNING, containing 11.365 acres of land.

PETITION FOR VOLUNTARY ANNEXATION
INTO THE CITY OF ELGIN, TEXAS

Pursuant to the provisions of Section 43.0671 of the Local Government Code and our agreement with the City of Elgin under the provisions of Section 212.172 of the Local Government Code, HARIHARAN KUPPURAJ, parcel id 248230 requests voluntary annexation in the City of Elgin, Texas of the following described property attached as Exhibit "A."

EXECUTED on this 16 day of OCT, 2024.

S. Hariharan

Printed Name: HARIHARAN KUPPURAJ

Printed Name:

Printed Name:

STATE OF Connecticut §
§ South Windsor
COUNTY OF Hartford §

This instrument was acknowledged before me on the 16th day of October, 2024, by Hariharan Kuppuraj.

Notary Public,

C. NIEMANN
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2024

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Rebecca Guerrero, County Clerk
Travis County, Texas
Dec 16, 2022 05:09 PM Fee: $50.00
2022193210
Electronically Recorded

Independence Title/GF# 2254141 -ELG/BLD

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

ADRENE L. BRACEWELL, a resident of Elgin, Travis County, Texas, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid by HARIHAN KUPPURAJ, a resident of Georgetown, Williamson County, Texas ("**Grantee**"), whose mailing address is 2400 F.M. 1460, Georgetown, Texas 78626, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, subject to all of the reservations, exceptions, covenants, conditions, restrictions and other matters set forth or referred to herein, the following described real property, together with all improvements thereon, if any (the "**Property**"), to-wit:

> All of the real property described on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever, and subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise; provided, however, that this conveyance is made by Grantor and accepted by Grantee subject to: (a) all easements, rights of way, covenants, conditions, restrictions, restrictive covenants, mineral severances, mineral leases, reservations and other title exceptions of any kind or nature which are valid and subsisting and affect the Property; (b) all regulations, restrictions, laws, statutes, ordinances, obligations or other matters which affect the property and which are imposed by or exist by reason of any regulatory, governmental or quasi-governmental districts, entities, agencies, authorities or other bodies of any kind or nature ("**Governmental Authorities**"); (c) all riparian rights, water rights, access rights or other rights of any kind or nature which affect the Property and which are held by or relate to any Governmental Authorities, the public generally or any persons or entities; (d) all standby

fees, taxes and assessments by any taxing authority for the current and all subsequent years, and all taxes and assessments for prior years due to change in land usage or ownership, and all liens securing the payment of any of the forgoing; and (e) all other matters relating to the Property. By acceptance of this deed, Grantee assumes and agrees to pay and indemnifies and agrees to hold Grantor *harmless* from and against all taxes and assessments relating to the Property, for the current and all subsequent years, and for any assessments for the current and any prior years which arise on or *after the date* of this deed due to any change in usage or ownership of the Property (including without limitation any "*rollback*" or other additional taxes payable under the terms of Section 23.46 or Section 23.55 or other pertinent sections of the Texas Tax Code, as amended, or any similar laws).

GRANTOR HAS EXECUTED AND DELIVERED THIS SPECIAL WARRANTY DEED AND HAS CONVEYED THE PROPERTY AND GRANTEE HAS RECEIVED AND ACCEPTED THIS SPECIAL WARRANTY DEED AND HAS PURCHASED THE PROEPRTY "**AS IS**", "**WHERE IS**", AND "**WITH ALL FAULTS**" AND WITHOUT REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL (EXCEPT FOR THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN). WITHOUT LIMITATION ON THE FOREGOING, GRANTEE, BY ACCEPTANCE OF THIS DEED ACKNOWLEDGES THAT (EXCEPT FOR THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN) GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFCALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, ANY BUILDINGS, STRUCTURES, OR ANY OTHER IMPROVEMENTS, IF ANY, ON THE PROPERTY, INCLUDING STRUCTURAL INTEGRITY THEREOF, INCLUDING THE ACREAGE, WATER, SOIL OR GEOLOGY OF THE PROPERTY OR ANY SURROUNDING AREAS, (B) THE VALUE OF THE PROPERTY OR THE ANTICIPATED INCOME TO BE DERIVED FROM THE PROPERTY INCLUDING WITHOUT LIMITATION THE DEVELOPMENT POTENTIAL OF THE PROPERTY, THE STATUS OF GOVERNMENTAL APPROVALS OR UTILITY COMMITMENTS WITH RESPECT TO THE PROPERTY, THE ANTICIPATED DENSITIES WHICH MAY BE OBTAINED IN CONNECTION WITH THE DEVELOPMENT OF THE PROPERTY, THE ZONING, SUBDIVISION AND LAND USE LAWS OR REQUIREMENTS OF THE PROPERTY OR THE CONFORMANCE OF THE PROPERTY WITH ANY SUCH LAND USE LAWS OR REGULATIONS, OR ANY OTHER SIMILAR MATTERS, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING SOIL, SUBSURFACE WATER OR GROUNDWATER, AND COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING WITHOUT

LIMITATION, ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, (E) THE CONTAMINATION OF, DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY LEAD BASED PAINT, ASBESTOS CONTAINING MATERIALS, PCB EMISSIONS, PETROLEUM BASED PRODUCTS, HYDROCARBONS, RADON GAS, OR ANY OTHER HAZARDOUS OR TOXIC MATERIAL, SUBSTANCE, SOLID OR WASTE, (F) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY IMPROVEMENTS THEREON, IF ANY, (G) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (H) THE STATE OF REPAIR OF LACK OF REPAIR OF THE PROPERTY, (I) THE AVAILABILITY OF RAILROAD, WATER, SEWER, ELECTRIC, GAS OR OTHER UTILITY SERVICES, (J) ANY ROADBED OR THE AVAILABILITY OF LEGAL ACCESS TO THE PROPERTY, (K) THE LOCATION OF THE PROPERTY OR ANY PORTION THEREOF WITHIN ANY FLOOD PLAIN, FLOOD-PRONE AREA OR WATERSHED OR THE PRESENCE OR ABSENCE OF WETLANDS, (L) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES ON THE PROPERTY (AS WELL AS THE SUITABILITY OF THE PROPERTY AS A HABITAT FOR ANY OF THOSE SPECIES), OR (M) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, IMPROVEMENTS THEREON OR PERSONAL PROPERTY. GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED TO GRANTEE BY GRANTOR WITH RESPECT TO THE PROPERTY HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR; THAT GRANTOR IS MAKING NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; AND THAT GRANTOR IS NOT, AND SHALL NOT BE, LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, REPORTS, SURVEYS OR OTHER INFORMATION OF ANY KIND OR NATURE PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON.

GRANTEE HEREBY ASSUMES THE RISK THAT ENVIRONMENTAL CONDITIONS OR HAZARDOUS MATERIALS MAY EXIST ON THE PROPERTY AND HEREBY RELEASES GRANTOR AND HER HEIRS AND SUCCESSORS OF AND FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, DAMAGES, LOSSES, COSTS OR EXPENSES WHICH MIGHT ARISE OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY, ANY HAZARDOUS MATERIALS LOCATED ON OR NEAR THE PROPERTY OR VIOLATION OF ANY ENVIRONMENTAL LAWS REGARDING THE PROPERTY. AS USED HEREIN, THE TERM "*ENVIRONMENTAL CONDITION*" SHALL MEAN ANY CONDITION WITH RESPECT TO THE PROPERTY WHICH COULD OR DOES RESULT IN ANY PENALTY, FINE, DAMAGE, LOSS, COST, EXPENSE OR LIABILITY TO OR AGAINST THE OWNER OF THE PROPERTY BY ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION ANY GOVERNMENTAL ENTITY) INCLUDING, WITHOUT LIMITATION, ANY CONDITION RESULTING FROM OPERATIONS CONDUCTED ON THE PROPERTY OR ON PROPERTY ADJACENT THERETO. GRANTOR SHALL

NOT HAVE (AND GRANTEE HEREBY WAIVES) ANY OBLIGATION TO DISCLOSE ANY AND ALL MATERIAL FACTS REGARDING THE PROPERTY, REGARDLESS OF WHETHER SUCH FACTS ARE DISCOVERABLE BY GRANTEE.

GRANTOR EXPRESSLY CONFIRMS AND AGREES THAT THE PURCHASE PRICE PAID BY GRANTEE TO GRANTOR FOR THE PROPERTY HAS BEEN ADJUSTED AND AGREED UPON BY GRANTEE AND GRANTOR IN PART AS A RESULT OF GRANTEE'S AGREEING TO PURCHASE THE PROPERTY IN ITS CURRENT CONDITION, AND SUBJECT TO THE DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN.

BY ITS ACCEPTANCE HEREOF AND AGREEMENT HERETO, (i) GRANTEE SHALL FOREVER RELEASE GRANTOR AND ALL HEIRS AND SUCCESSORS FROM ANY AND ALL CLAIMS RELATED TO THE FOREGOING; AND (ii) GRANTEE HEREBY EXPRESSLY ASSUMES ALL ACTIONS, RISKS, LIABILITIES, LOSSES, CLAIMS, DAMAGES, FINES, PENALTIES AND COSTS (AND AGREES THAT NEITHER GRANTOR NOR ANY OF HER HEIRS AND SUCCESSORS SHALL BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATED TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE IMPROVEMENTS, PERSONAL PROPERTY OR PROPERTY (OR ANY PORTION THEREOF) TO THE EXTENT SUCH LOSSES OR DAMAGES OCCUR OR ARISE ON OR AFTER THE DATE HEREOF.

EXECUTED AND DELIVERED the 16 day of December, 2022.

GRANTOR:

Adrene L. Bracewell

ADRENE L. BRACEWELL

THE STATE OF TEXAS §
COUNTY OF Bastrop §
§

This instrument was acknowledged before me on the 16 day of December, 2022, by ADRENE L. BRACEWELL, a resident of Travis County, Texas.

REBECCA DANFORD
My Notary ID # 2275727
Expires December 10, 2023

Notary Public - State of Texas
Printed Name: Rebecca Danford
Registration Number: 2275727

After recording, please return to:

Hariharan Kuppuraj
2400 F. M. 1460
Georgetown, Texas 78626

EXHIBIT "A"

PROPERTY DESCRIPTION

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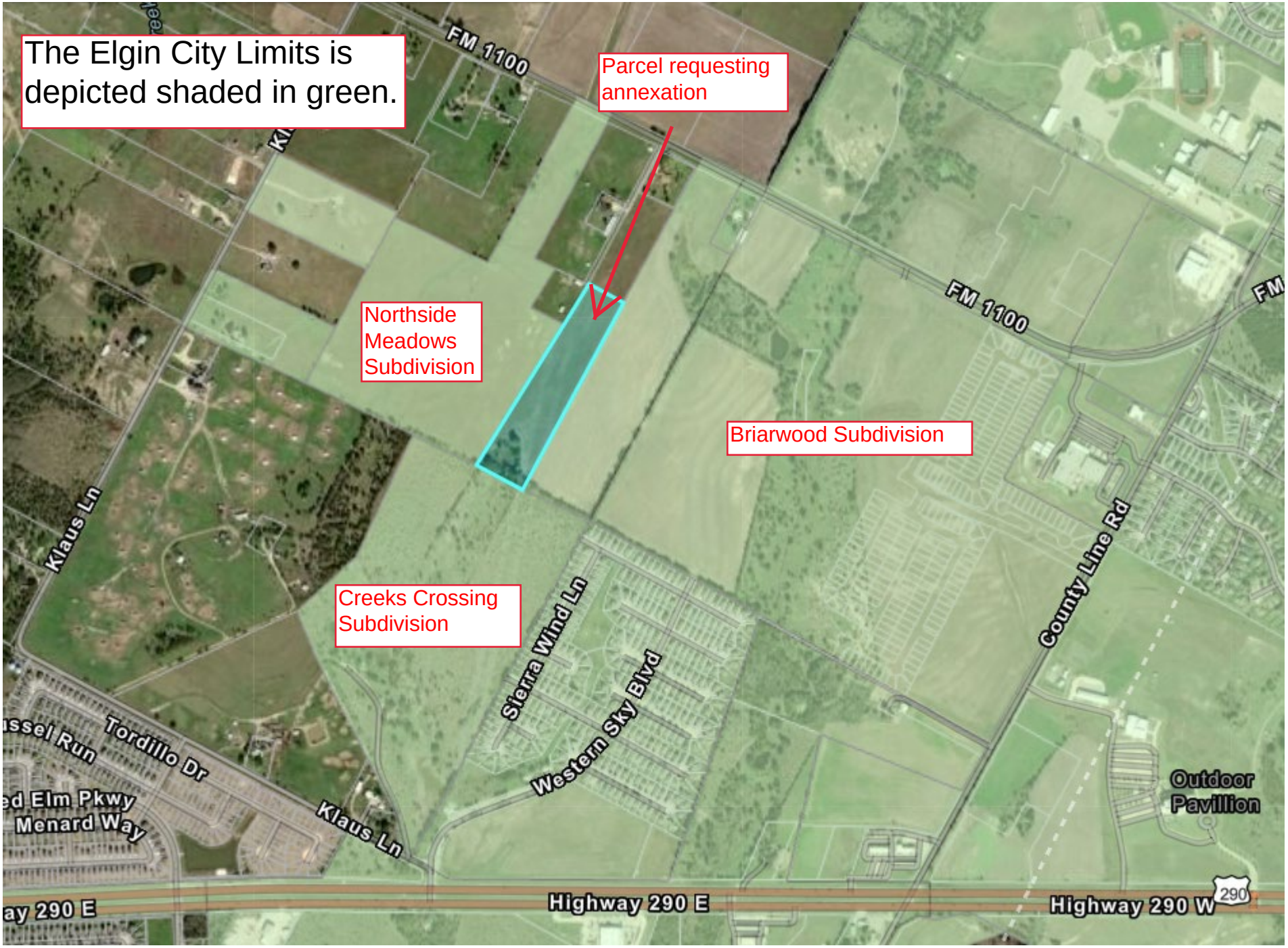
The Elgin City Limits is depicted shaded in green.
Parcel requesting annexation
Northside Meadows Subdivision
Briarwood Subdivision
Creeks Crossing Subdivision
FM 1100
FM 1100
Klaus Ln
Klaus Ln
Sierra Wind Ln
Western Sky Blvd
County Line Rd
Tordillo Dr
Menard Way
Outdoor Pavillion
Highway 290 E
Highway 290 E
Highway 290 W
290

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTY TO CITY COUNCIL WARD AREA NO. 2: PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

DEPARTMENT: Development Services

PROPOSED ACTION: Discussion, consideration, and action on an ordinance assigning newly annexed property to City Council Ward Area No. 2; providing for severability clause and providing an effective date; providing a savings clause and repealing conflicting ordinances and resolutions.

BACKGROUND:
When a parcel of land is annexed into the City Limits, State Law requires assignment of the area to an elected representative. The only Council Ward that can be assigned based on location is Ward No. 2.

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

RECOMMENDATION:
Approval of the Ordinance assigning the newly annexed property to City Council Ward Area No. 2 and routine direction to staff, if any.

ATTACHMENTS:
1. Proposed Ward Assignment Ordinance
2. Ward Map showing location of annexation

{} 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.

ORDINANCE NO. 2024-11-12-____

AN ORDINANCE ASSIGNING NEWLY ANNEXED PROEPRTY TO CITY COUNCIL WARD AREA NO. 2; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, the City of Elgin, Texas is a duly constituted home-rule municipality and, as such, is authorized to unilaterally annex territory subject to the laws of the State of Texas and subject to its Charter, and

WHEREAS, the territory described on Exhibit "A" (the "Property") attached hereto and made a part hereof by reference for all purposes, was unilaterally annexed by the City of Elgin by Ordinance No. 2024-11-12-____ on November 12, 2024, and

WHEREAS, the procedures prescribed by the Charter of the City of Elgin and the applicable laws of the State of Texas have been duly followed with respect to the Property, and

WHEREAS, the Property is so situated s to be assigned to City Council Ward Area No. 2; and it is the intention of the City Council to add this parcel to Ward Area No. 2; now therefore,

BE IT ORDANED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS:

I.

That all of the above recitations are found to be true and correct and are incorporated into the body of this Ordinance.

II.

That the Property described in the attached Exhibit "A" is hereby assigned to Council Ward Area No. 2.

III.

That this Ordinance shall become effective after its passage.

IV.

If any section, subsection, sentence, phrase, or word of this Ordinance be found to be illegal, invalid or unconstitutional or if any provision of said property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, subsection, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, subsection, sentence, phrase, word, paragraph or provision of any other ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance without the invalid part, and to this end the provisions of this Ordinance are declared to be severable.

V.

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 always required by law 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 12th day of November 2024.

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
PEYTON STANDIFER, City Secretary

EXHIBIT "A"

PROPERTY DESCRIPTION

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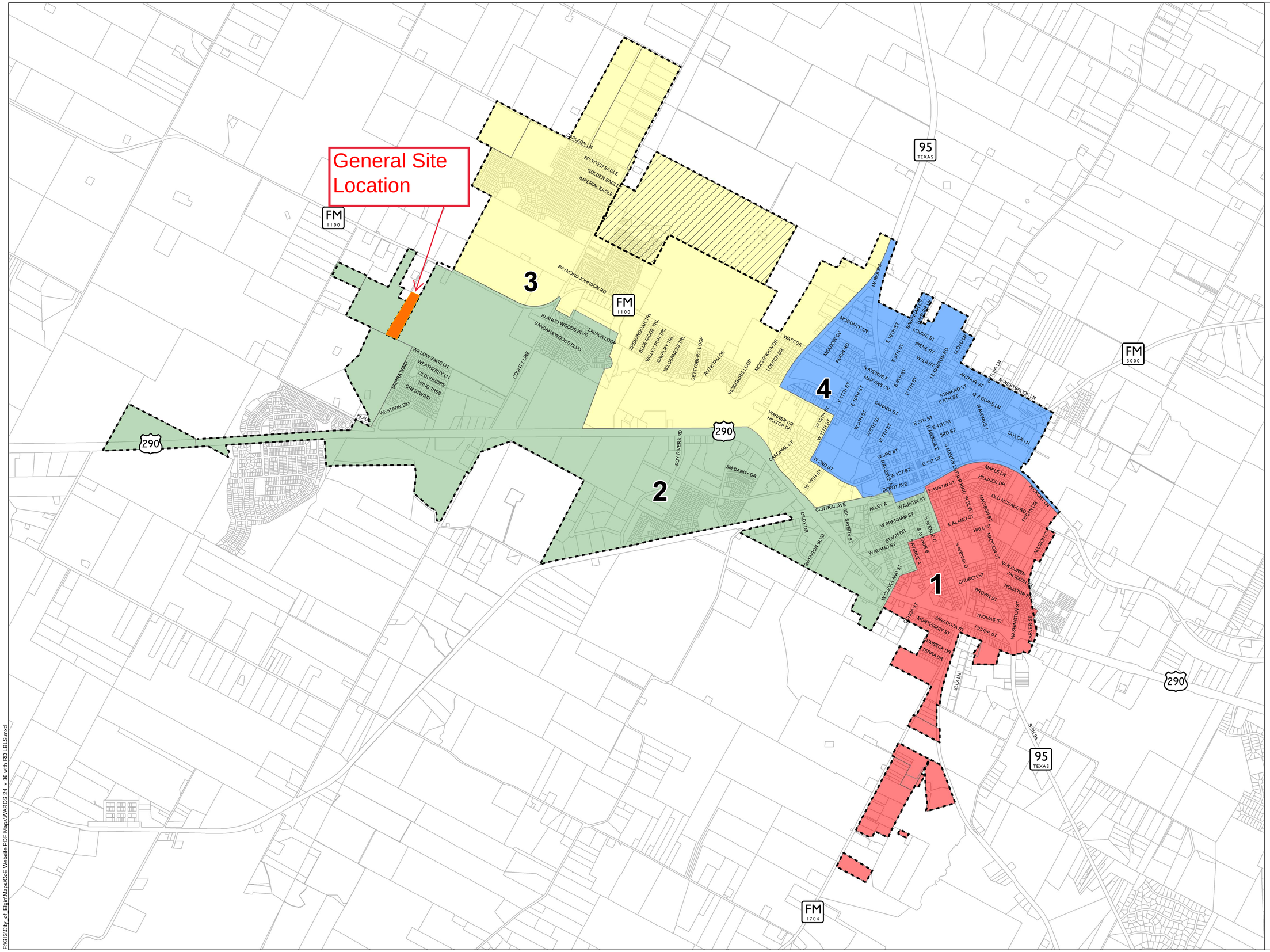
WARD MAP
ELGIN, TEXAS



LEGEND

- PARCELS
- FULL PURPOSE CITY LIMITS
- LIMITED PURPOSE CITY LIMITS

WARDS

- 1
- 2
- 3
- 4

N

0 1,250 2,500 3,750

FEET

1 INCH = 1,250 FEET

June 13, 2023

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

This product is for informational purposes and may not have 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 property boundaries. No responsibility is assumed by the City of Elgin or TRC for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided. The map is reflective of information as of the date of printing.

F:\GIS\City of Elgin\Maps\CoE Website PDF Maps\WARDS 24 x 36 with RD LBLS.mxd

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, AMENDING ORDINANCE NUMBER ORD2023-09-05-20 THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE

DEPARTMENT: Executive

PROPOSED ACTION: Approval and adoption of the final amendment to the FY2023-24 Annual Budget

BACKGROUND:
This is a routine annual budget adjustment adopted each year by Council at the end of the applicable fiscal year. This amendment is made to formally authorize all final expenditures.

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

RECOMMENDATION:
Approval and adoption of the final amendment to the FY2023-24 Annual Budget

ATTACHMENTS:
1. ORDbudgetamnd1124

{} 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.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, AMENDING ORDINANCE NUMBER 2023-09-05-20 THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Elgin, Texas, approved its Budget Ordinance for the 2023-24 Fiscal Year; and,

WHEREAS, the City Council of the City of Elgin, Texas, desires to amend the approved Budget Ordinance; and,

WHEREAS, this amendment was prepared and presented to the City Council as prescribed by law and the Charter of the City of Elgin, Texas.

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

Section 1. The City of Elgin Annual Budget for Fiscal Year 2023-24 is hereby amended by the City Council to increase appropriations as described in the attachment, a copy of which being attached hereto and marked Exhibit A; and made part of this Ordinance as if copied verbatim herein.

Section 2. The amendment that is the subject matter of this Ordinance is hereby made a part of the FY2023-24 Annual Operating Budget to the same extent as if set forth at length therein.

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

Section 4. All Ordinances, parts of Ordinances, or Resolutions in conflict herewith are expressly repealed.

Section 5. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

Section 6. This Ordinance shall become effective immediately upon passage.

READ, **PASSED**, and **ADOPTED** on first reading this 12th day of November, 2024

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
PEYTON STANDIFER, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, CASTING ITS VOTES FOR THE BASTROP CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS

DEPARTMENT: Executive

PROPOSED ACTION: Review and consideration of a Resolution formally casting votes for the Board of Directors of the Bastrop Central Appraisal District for a two -year term to begin January 1, 2024.

BACKGROUND:

As a member and taxing unit within Bastrop Central Appraisal District (BCAD), the City retains a designated number of votes utilized to select members of the BCAD's governing body, the Board of Directors. The BCAD provides property appraisal services to the City for purposes related to assessing ad valorem taxes on City property owners.

The proposed action is for purposes of casting the City's designated number of votes for the incoming Board of Directors, whose member's terms begin January 1, 2025, and end December 31, 2026. The City of Elgin has 126 votes out of a total of 5,000 to cast for the nominated candidate(s) as listed in the Resolution.

Each voting unit must cast its vote by written resolution and submit it to the Chief Appraiser before December 15, 2024.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consideration of the Resolution casting votes for the votes for the Board of Directors of the Bastrop Central Appraisal District for a two -year term to begin January 1, 2025; and direction to staff, if any, as deemed appropriate.

ATTACHMENTS:

1. Elgin City Resolution of Allocated Votes
2. ALLOCATION OF VOTES

{} 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.

R E S O L U T I O N

WHEREAS, City of Elgin _____ participates in the Bastrop Central Appraisal District; and
(taxing entity)

WHEREAS, under the Texas Property Tax Code, Section 6.03, appointment of the Bastrop Central Appraisal District's Board of Directors is the responsibility of the governing bodies of the taxing entities of Bastrop County; and

WHEREAS, City of Elgin _____ is allocated 126 _____votes out of a total of 5,000 to cast for
(taxing entity) *(# allocated per attachment)*
the candidate(s) of its choice; and

WHEREAS, City of Elgin _____ met in open session to consider the casting of the votes to
(taxing entity)
which they are entitled, and

NOW, THEREFORE, BE IT RESOLVED BY THE City of Elgin _____**:**
(taxing entity)

The City of Elgin _____ does hereby **RESOLVE** to cast their votes for the following
(taxing entity)
individual(s) as a Member of the Bastrop Central Appraisal District Board of Directors.

Candidate(s)	**Votes Cast**
Archer, Sandra	_____
Bezner, Justin	_____
Glass, David	_____
Ralph, Jeannie	_____
Redd, David	_____
Satterfield, Dr. Bill	_____

DULY RESOLVED AND ADOPTED by _____ this _____ day of
(taxing entity)
_____, 2024.

APPROVED:

_____
(Taxing Entity Administrator)

ATTEST:

_____
(Witness)

CALCULATIONS for VOTING ENTITLEMENT
BASTROP CENTRAL APPRAISAL DISTRICT
2025 BOARD OF DIRECTORS

ENTITY	2023 LEVY		TOTAL LEVEY								VOTES
Bastrop County	$ 52,739,496	/	$ 191,085,666	X	1,000	=	275.9992	X	5	=	1,380
Bastrop ISD	$ 82,189,396	/	$ 191,085,666	X	1,000	=	430.1181	X	5	=	2,151
Bastrop City	$ 8,463,555	/	$ 191,085,666	X	1,000	=	44.2919	X	5	=	221
Elgin ISD	$ 23,863,337	/	$ 191,085,666	X	1,000	=	124.8829	X	5	=	624
Elgin City	$ 4,815,941	/	$ 191,085,666	X	1,000	=	25.2030	X	5	=	126
Lexington ISD	$ 43,651	/	$ 191,085,666	X	1,000	=	0.2284	X	5	=	1
McDade ISD	$ 1,525,084	/	$ 191,085,666	X	1,000	=	7.9812	X	5	=	40
Smithville ISD	$ 12,915,316	/	$ 191,085,666	X	1,000	=	67.5891	X	5	=	338
Smithville City	$ 2,377,859	/	$ 191,085,666	X	1,000	=	12.4439	X	5	=	62
ACC-Elgin	$ 2,152,031	/	$ 191,085,666	X	1,000	=	11.2621	X	5	=	56
	191,085,666						**Total Number of Votes**				**5,000**

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A DEVELOPMENT AND CONSENT AGREEMENT WITH OHANA LAND CORP, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“OHANA”), AND AUSTIN GATEWAY LLC, A DELAWARE LIMITED LIABILITY COMPANY (“GATEWAY”), AND, UPON ITS JOINDER TO THE AGREEMENT, TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 36 (OR NEXT AVAILABLE NUMERICAL DESIGNATION), A CONSERVATION AND RECLAMATION DISTRICT OF THE STATE OF TEXAS (THE “DISTRICT”), AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Development Services

PROPOSED ACTION: Consideration and approval of a Resolution approving and authorizing a Development and Consent Agreement between the City and Ohana Land Corp, LLC, Austin Gateway LLC, and upon its joinder to the agreement, Travis County Municipal Utility District No. 36 (or next available numerical designation).

BACKGROUND:
Ohana Land Corp, LLC and Austin Gateway LLC combined, own approximately 241.634 acres of land located in the City of Elgin Extraterritorial Jurisdiction (ETJ) and intends to develop said property into a master-planned mixed use residential community that will include park and recreation facilities as well as a public safety site 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, upon its joinder to the agreement, Travis County Municipal Utility District No. 36 (or next available numerical designation).
As the project constitutes a substantial area that will be developed in phases under a master-plan, it is in the mutual interests of Ohana Land Corp, LLC, Austin Gateway LLC and, upon its joinder to the agreement, Travis County Municipal Utility District No. 36 (or next available numerical designation) and the City to enter into this Agreement, which will provide an alternative to the typical regulatory process, encouraging 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 Consent and Development

Agreement between the City and Ohana Land Copr, LLC, Austin Gateway LLC and, upon its joinder to the agreement, Travis County Municipal Utility District No. 36 (or next available numerical designation); and routine direction to staff, if any.

ATTACHMENTS:

1. Elgin Gateway Development and Consent Agreement Resolution with Exhibits A-J
2. Exhibit K Strategic Partnership Agreement
3. Elgin Gateway Area Map

{} 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. 2024-11-12-___

A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A DEVELOPMENT AND CONSENT AGREEMENT WITH OHANA LAND CORP, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("OHANA"), AND AUSTIN GATEWAY LLC, A DELAWARE LIMITED LIABILITY COMPANY ("GATEWAY"), AND, UPON ITS JOINDER TO THE AGRREMENT, TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 36 (OR NEXT AVAILABLE NUMERICAL DESIGNATION), A CONSERVATION AND RECLAMATION DISTRICT OF THE STATE OF TEXAS (THE "DISTRICT"), AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, Ohana currently owns approximately 74.2093 acres of land located in Travis County, as described in **Exhibit "A-1"** attached hereto that currently lies within the extraterritorial jurisdiction ("ETJ") of the City ("Ohana Tract"), which is intended to be developed for residential purposes; and,

WHEREAS, the Gateway currently owns approximately 167.4247 acres of land that is more particularly described in **Exhibit "A-2"** attached hereto (the "ETJ Annexation Tract") that currently lies in unincorporated Travis County (the Ohana Tract and the ETJ Annexation Tract, which collectively comprise approximately 241.634 acres, are collectively referred to herein as the "Property" as shown generally in **Exhibit "A"** attached hereto); and,

WHEREAS, the Property is intended to be developed as a master-planned, mixed-use development that will include commercial uses and park and recreational facilities to serve the community; and,

WHEREAS, the city staff is now recommending authorization of a Development and Consent Agreement, that shall be binding upon Ohana, Gateway and, upon its joinder to the agreement, Travis County Municipal Utility District No. 36 (or next available numerical designation); and,

WHEREAS, the City Council have found and determined that the proposed Development and Consent Agreement with Ohana, Gateway and, upon its joinder to the agreement, Travis County Municipal Utility District No. 36 (or next available numerical designation) 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 City Manager is hereby authorized to execute the *Development and Consent Agreement with Ohana Land Corp, LLC and Austin Gateway LLC, and, upon its joinder to the agreement, Travis County Municipal Utility District No. 36 (or next available numerical designation)*, a copy of said agreement being attached hereto and marked Exhibit B; 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 12th day of November 2024.

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
PEYTON STANDIFER, City Secretary

Exhibit "B"

DEVELOPMENT AND CONSENT AGREEMENT
(Elgin Gateway)

THE STATE OF TEXAS	§	
	§	**KNOW ALL BY THESE PRESENTS:**
COUNTY OF TRAVIS	§	

THIS DEVELOPMENT AND CONSENT AGREEMENT ("Agreement") is entered into between the **CITY OF ELGIN, TEXAS**, a Texas home-rule city located in Travis County, Texas, with extraterritorial jurisdiction Travis County, Texas ("City"), **OHANA LAND CORP, LLC**, a Delaware limited liability company ("Ohana"), and **AUSTIN GATEWAY LLC**, a Delaware limited liability company ("Gateway"). Ohana and Gateway may be referred to individually by name or "Developer". **TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 36** (or next available numerical designation), a conservation and reclamation district of the State of Texas (the "District"), to be created will join this Agreement with respect to the District Tract (as hereinafter defined) 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, Ohana currently owns approximately 74.2093 acres of land in Travis County, as described in **Exhibit "A-1**" attached hereto, that currently lies within the extraterritorial jurisdiction ("ETJ") of the City ("Ohana Tract"), which is intended to be developed for residential purposes.

WHEREAS, the Gateway currently owns approximately 167.4247 acres of land that is more particularly described in **Exhibit "A-2"** attached hereto (the "ETJ Annexation Tract") that currently lies in unincorporated Travis County (the Ohana Tract and the ETJ Annexation Tract, which collectively comprise approximately 241.634 acres, are collectively referred to herein as the "Property" as shown generally in **Exhibit "A"** attached hereto).

WHEREAS, subject to execution of this Agreement, Gateway has petitioned or will petition the City, and the City agrees, to voluntarily expand its ETJ by seeking inclusion of the ETJ Annexation Tract.

WHEREAS, subject to execution of this Agreement and inclusion of the ETJ Annexation Tract into the City's ETJ, Gateway has petitioned or will petition the City, and the City agrees, to voluntarily annex into its corporate limits approximately 56.2727 acres, which is comprised of a 1.9904 acre tract described in **Exhibit "A-3"** (the "Public Safety Site Annexation Tract") and a 54.2823 acre tract described in **Exhibit "A-4"** (the 54.2823 acre tract is described herein as the "Annexation Tracts"). The Annexation Tracts is comprised of the following, (i) approximately 13.3348 acres (comprised of a 10.2093 acre tract and a 3.1255 acre tract) of land described in **Exhibit "A-4A"** attached hereto (the "Commercial Annexation Tracts"), (ii) approximately 18.1614 acres of land described in **Exhibit "A-4B"** attached hereto (the "Flex Annexation Tract"), and (iii) approximately 15.2734 acres of land described in **Exhibit "A-4C"** attached hereto (the "Multifamily Annexation Tract"), and (iv) approximately 7.5127 acres of future road right-of-way, as shown generally on **Exhibit "C**".

WHEREAS, the Developers have or will petition the City for consent, and the City consents, to the creation of the District consisting of approximately 185.3613 acres of land described in **Exhibit "A-5"** attached hereto and depicted generally in **Exhibit "E"** attached hereto (the "District Tract") to be located within the City's ETJ. The Developers intend to develop the District Tract for residential purposes.

WHEREAS, the Property is intended to be developed 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 Developers and the City desire to enter into this Agreement, which will provide an alternative to the City's typical regulatory process for development, encourage innovative and comprehensive master-planning of the Property, provide certainty of regulatory requirements throughout the term of this Agreement and result in a high-quality development for the benefit of the present and future residents of the City and the Property.

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

I.
DEFINITIONS

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

1. "Agreement" means this Development and Consent Agreement between the City, Developers, and, upon joinder, the District.

2. "Annexation Tracts Facilities" means all water, wastewater and drainage facilities internal to the Annexation Tracts that are necessary for service to Annexation Tracts but specifically excluding the District Facilities and Off-Site Gravity Main.

3. "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.

4. "Aqua" means Aqua Water Supply Corporation.

5. "CCN" means Certificate of Convenience and Necessity.

6. "City" means the City of Elgin, Texas, a home-rule city located in Bastrop and Travis Counties, Texas, with extraterritorial jurisdiction extending into Bastrop and Travis Counties, Texas.

7. "City Manager" means the City Manager of the City.

8. "Commission" or "TCEQ" means the Texas Commission on Environmental Quality or its successor agency.

9. "Concept Plan" means the concept plan for development of the Property that is attached as **Exhibit "C"**.

10. "Consent Resolution" means the form of Consent Resolution attached as **Exhibit "G"** to be adopted by the City Council simultaneously with the approval of this Agreement evidencing the City's written consent to the creation of the District and the inclusion of the District Tract into the District.

11. "County" means Travis County, Texas.

12. "Developer" means Austin Gateway, LLC, or Ohana Land Corp, LLC. Developer shall also include any entity affiliated with, related to, or owned or controlled by Epitome Development LLC for purposes of acquiring, owning, or developing property subject to, or that may become subject to, this Agreement.

13. "District" means Travis County Municipal Utility District No. 36 (or next numerical designation), a political subdivision of the State of Texas, to be created over the District Tract with the consent of the City.

14. "District Facilities" means all water, wastewater and drainage facilities internal to the District Tract that are necessary for service to the District Tract but specifically excluding the Annexation Tracts Facilities and Off-Site Gravity Main.

15. "Effective Date" means the last date of execution of this Agreement by the City, and Developers.

16. "Off-Site Gravity Main" means the wastewater improvements that will connect the Project to the City's wastewater system consisting of approximately 2,500 linear feet of 12-inch wastewater gravity line that will extend from the eastern boundary of the Property, but does not include any portion of the lines lying within the Property, as generally described and depicted in **Exhibit "F"** attached hereto.

17. "Living Unit Equivalent" or "LUE" means the capacity necessary to serve a single-family residential connection or its equivalent with water service.

18. "New WWTP" means wastewater treatment plant No. 2 to be constructed by the City.

19. "City Conveyance Line Improvements" means the 12-inch diameter off-site wastewater conveyance line extending from the Off-Site Gravity Main to the City's New WWTP as shown generally in yellow on **Exhibit "F"** and more particularly described in the TRC report dated September 7, 2022.

20. "On-Site Facilities" means all water, wastewater and drainage facilities internal to the Property that are necessary for service to the Property, including the Annexation Tracts Facilities and District Facilities, but specifically excluding the Off-Site Gravity Main.

21. "Petition" means the Developers' request to the City for consent to creation of, and inclusion of the District Tract in, the District.

22. "Project" shall have the meaning set forth in the Recitals of this Agreement and further described in Section 4.02.

23. "Property" means the approximate 241.6340 acre tract of real property more particularly described in **Exhibit "A"** attached hereto, which includes the property to be annexed into the corporate limits of the City.

24. "Public Safety Services Site" shall have the meaning set forth in Section 8.02 of this Agreement.

25. "Road Improvements" those certain road improvements to be undertaken by Developer to the existing Albert Voelker Road located adjacent to the Property as more particularly described in Section 4.05(a) and **Exhibit "D"** attached hereto.

26. "Strategic Partnership Agreement" means the Strategic Partnership Agreement to be entered into by the City and the District, the form of which is attached hereto as **Exhibit "K"**.

27. "Wholesale Wastewater Services Agreement" means the Wastewater Service Agreement to be entered into by the City, Developers and District setting forth the terms and conditions pursuant to which the City agrees to provide wholesale wastewater services to the District.

II.
ANNEXATION

2.01 Annexation. The City agrees to annex the Public Safety Annexation Tract and the Annexation Tracts into the corporate limits of the City following execution of this Agreement. Following receipt of Gateway's petition to the City requesting annexation of the Public Safety Site Annexation Tract and the Annexation Tracts, the City agrees to take any and all appropriate actions to ensure that a request for annexation is in full compliance with Chapter 43 of the Texas Local Government Code. The Annexation Tracts will be developed for the following uses, approximately 13.3348 acres of commercial, approximately 18.1614 acres of flex commercial, and approximately 15.2734 acres of multifamily, and the City agrees to zone each of the Annexation Tracts consistent with their respective proposed land uses. The Annexation Tracts are not included within the boundaries of the District.

2.02 Zoning. Notwithstanding anything to the contrary herein or any City rule, regulation or ordinance, the City acknowledges and agrees that Gateway's petition for annexation is conditioned upon such tracts being zoned as zoning districts acceptable to Gateway and consistent with the Concept Plan, upon annexation, and (i) the petition for annexation of the Commercial Annexation Tracts into the corporate limits of the City is conditioned upon such tracts being zoned as C-3 Highway Commercial District, (ii) the petition for annexation of the Multifamily Annexation Tract into the corporate limits of the City is conditioned upon such tract being zoned as R-4-Multiple-Family Residential District, and (iii) the petition for annexation of the Flex Annexation Tract into the corporate limits of the City is conditioned upon such tract being zoned as C-3 Highway Commercial District. The City agrees, however, that the Flex Annexation Tract is intended to allow land uses under a C-3 Highway Commercial District, General Industrial District and/or C-2 General Commercial District. Accordingly, regardless of the base zoning on the Flex Annexation Tract, the Flex Annexation Tract will be allowed the land uses under C-3 Highway Commercial District, General Industrial District and/or C-2 General Commercial District without the need for rezoning. In the event that the City fails to zone any of the Annexation Tracts at set forth herein, the City agrees to de-annex such Annexation Tracts from the corporate boundaries of

the City, and the City further agrees that it shall provide wastewater service capacity to such de-annexed land in accordance with Section 4.09(a).

III.
CREATION OF DISTRICT AND RELATED MATTERS

3.01 Consent to Creation of District. The City acknowledges receipt of Developers' 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 a resolution substantially similar to the form attached as **Exhibit "G"** consenting to the inclusion of the District Tract 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 Developers' application to the Commission to create the District or any District bond sale.

3.02 Annexation. The City agrees that it will not annex the District until: (i) Developers have 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 Developers for all costs of the water, wastewater, roadway, drainage and recreational facilities and all related costs. Notwithstanding the foregoing, the City agrees that in no event will the City annex the District sooner than twenty (20) years from the Effective Date of this Agreement.

3.03 Bonds. The District may issue bonds or notes for purposes authorized by applicable law, including, but not limited to: (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 Developers for expenditures authorized by Commission rules and regulations, other laws of the State of Texas, and this Agreement.

3.04 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 Developers within thirty (30) days after the meeting.

IV.

PROJECT DESCRIPTION; DEVELOPER COMMITMENTS

4.01 INTENTIONALLY DELETED.

4.02 Project Description. The Developers propose to construct a master-planned, mixed-use, multi-phased project on the Property (the "Project") that is projected to include approximately 794 single family residential units, 300 multi-family units (which may include multifamily structures up to three stories in height and detached multi-family dwelling units) on approximately 15.2734 acres, approximately 13.3348 acres of commercial development, and approximately 18.1614 acres of flex commercial development, for a total of approximately 1,350 LUEs. Not less than thirty (30) acres of the Property shall be developed as public parkland and/or open space (including floodplain areas). The Development will also include a community pool, amenity area and approximately three (3) linear miles of trails and approximately one point nine-nine (1.99) acres for a public safety site. Developers 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.

4.03 Commercial Development. Gateway agrees to begin the permitting process for a minimum of 10,000 square feet of retail or industrial development on the Commercial Annexation Tracts or Flex Annexation Tract within six (6) months from the Effective Date. Developers further agree that construction of such retail or industrial development shall begin prior to, or concurrently with, single-family residential development in the District Tract.

4.04 School Contribution. Developer agrees, at Developer's sole election, either to (a) dedicate a site within the Ohana Tract 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 (the "School Site"); or (b) pay to the City payment in an amount equal to $200 per single family lot (or dwelling units for multifamily development) platted within the Property to be used by the City for the benefit of the independent school district serving the Property. Payment in lieu of dedication 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 $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 Project 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.

4.05 Developer's Road Construction Obligations.

(a) Roadway Improvements: Developer shall fund and construct the Road Improvements per the Traffic Impact Analysis (TIA) approved by all parties with jurisdiction. The 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 subdivision plat that contains internal collector roads or adjacent Albert Voelker Road improvements. Developer will dedicate public right-of-way to the County or City, as applicable, for the expansion of Albert Voelker Road along the applicable portion of the Property abutting Albert Voelker Road. The right-of-way dedication by Developer shall not exceed forty feet (40') in width (1/2 of a total 80' ultimate right of way) except as may be required for turn lane construction, in which case such dedication shall not exceed forty feet (40') plus right-of-way necessary 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) Other Transportation Improvements. Developer will provide a Traffic Impact Analysis (a "TIA") providing information on the projected traffic associated with the Project. The TIA will consider impacts of the entire Project based on the Concept Plan and will identify any potential traffic operational problems or concerns and recommend appropriate actions to address such problems or concerns. The TIA will also consider the potential traffic to be generated by other undeveloped land in the area and shall be consistent with applicable City ordinance requirements and the TxDOT Access Management Manual. In conjunction with any such Developer improvements, the City may, at its sole discretion, cost participate in the construction of any 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 improvements and/or upgrades to adjacent public roadways will be required in support of the Project. Developer shall be responsible for its proportionate share (based upon the impact of the Project on such traffic patterns as described in the TIA) of the costs associated with the design, engineering, and construction of improvements identified by the TIA at such times as traffic generated by the Project necessitates such improvements as set forth in the TIA.

(c) The Parties agree that streets will be required to serve the Project. The Developer will design, permit, and construct the streets located within the Annexation Tracts that are necessary to serve the Project with the Annexation Tracts. The District or Developer, on behalf of the District, will design, permit, and construct the streets located within the District Tract that are necessary to serve the Project within the District. The City will accept the dedication of public right-of-way and the street, sidewalk and drainage improvements located within, or adjacent to, the Annexation Tracts, as shown generally on **Exhibit "E"**, for operation and maintenance, upon construction and dedication by the Developer. The District will maintain, or cause to be maintained, all street, sidewalk and drainage improvements within right-of-way located within the District.

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

4.06 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 two (2) acres of land within the Property. Construction level plans have not been drawn for this facility, but the Developer anticipates the following passive and active uses as part of the private recreational facilities, which is subject to change: resort-style pool, recreational courts, and playscape, etc. Upon completion of construction, the Developer may convey the facilities, or portions thereof, 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.

4.07 Master Development Fee.

(a) Master Development Fee. As consideration for this Agreement, Developers agree to pay the City a master development fee in an amount equal to the product of $1,600 per single-family residential lot multiplied by the number of single-family residential lots within the District Tract, estimated to be approximately $1,270,400 in the aggregate (the "Master Development Fee"), to be paid by the Developer(s) to the City partially out of the net Developer reimbursement from proceeds of bonds issued by the District and partially in annual cash installments as provided for in Subsection 4.07(c) below. The District, however, shall not be obligated to issue bonds and shall not issue bonds until such time as the assessed value of the land within the District supports such issuance and the District's financial advisor advises the District that issuing bonds is economically feasible. As more particularly provided in Section 5.03 below, an increase in the number of housing units in the District 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 net bond reimbursement proceeds received by Developers shall be paid by Developers to the City within ten (10) days of receipt of same. Thereafter, Developers shall continue to pay to the City ten percent (10%) of the net bond reimbursement proceeds received by Developers for each successive bond issuance until the Master Development Fee is paid in full. Each installment of the Master Development Fee will be paid by Developers to the City within ten (10) days of Developer's receipt of the reimbursement proceeds. Once the City has received the entire balance of the Master Development Fee, no further payments shall be required from the Developers. No interest shall be due or owing on the Master Development Fee.

(c) Advance Payments. The initial $300,000 of the Master Development Fee shall not be paid from bond proceeds received by the Developers, but shall be paid in three (3) annual cash installments of $100,000 each. The first installment will be payable within thirty (30) days after the City approves the construction plans for the subdivision improvements required for the first subdivision plat submitted by Developer for approval. The two (2) subsequent $100,000 payments shall be due and owing on the same day of each calendar year thereafter. Each $100,000 payment shall be credited against the Master Development Fee. These advance payments shall be paid in lieu of the initial $300,000 of the Master Development Fee that would be paid out of bond proceeds received by the Developers, such that Developers shall not be required to pay the ten percent (10%) Master Development Fee payment described in Subsection 4.07(b) on the initial $3,000,000 of bond reimbursement proceeds received by Developers.

4.08 Water Service. The Property is located within the Aqua water CCN, and water service will be provided by Aqua to all customers within the Project. Notwithstanding the foregoing, water service may be provided by the City if mutually agreed by the Developer and the City and the Aqua CCN covering the Property is transferred to the City or state law permits the City the right to assume such jurisdiction.

4.09 Wastewater Service.

(a) Retail Service to Annexation Tracts. Upon annexation of the Annexation Tracts into the corporate limits of the City, the City will be the retail wastewater service provider to the Annexation Tracts. The rates and fees charged by the City for retail wastewater service to customers within the Annexation Tracts shall be the same as the rates and fees charged by the City to other retail customers within the City's corporate limits. The City represents that it has, or will have, sufficient capacity in its wastewater transmission and treatment facilities to serve the land uses within the Annexation Tracts shown on the Concept Plan, such capacity is in addition to the capacity guaranteed to the District to serve the District Tract. The City agrees that prior to providing wastewater service to the Annexation Tracts, it will enter into an agreement with the District to allow the City to use the District's wastewater system on a pass-through basis in order for

the City to provide retail wastewater service to future customers within the Annexation Tracts. If any of the Annexation Tracts are de-annexed from the corporate limits of the City in accordance with Section 2.02, the City agrees that the District may provide retail wastewater service to such de-annexed land and that the wastewater transmission and treatment capacity otherwise allocated by the City to such de-annexed land shall be available to the District on a wholesale basis for the District to provide retail wastewater service to the de-annexed land.

(b) Wholesale Service to District Tract. The City shall be the wholesale wastewater service provider to the District pursuant to the Wholesale Wastewater Services Agreement, and the District shall provide retail wastewater services to all customers within 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:

(i) The City will provide or contract for the provision of wholesale wastewater utility services to the District sufficient to serve the land uses within the District Tract 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 Wholesale Wastewater Services Agreement will not prevent the District or its customers from appealing the wastewater rates pursuant to 13.043, Texas Water Code.

(ii) The City will receive, treat, and dispose of, or shall contract for the treatment and disposal of, all sewerage generated by users within the District. The City will maintain adequate wastewater treatment capacity at all times to serve users 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.

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

(iv) 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. Developer and/or District shall not be required to provide easements outside the area of the District.

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

(c) Impact Fees & Tap Fees. In consideration of payments, as set forth in Section 4.11, for a pro rata share of the costs of the New WWTP and the City Conveyance Line Improvements described in this Agreement, the Developers, the District and all applicants for wastewater service within the Property shall be exempt from the payment of wastewater impact fees to the City.

4.10 Off-Site Gravity Main.

(a) The Off-Site Gravity Main is required for the City to provide wastewater services to the Project. The Off-Site Gravity Main will connect the Project to the City Conveyance Line Improvements. The Off-Site Gravity Main shall be constructed by the District, or Developer on behalf of the District, and funded by the Developer(s) in accordance with plans and specifications approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed. The City, if requested by the District or Developer, shall use its power of eminent domain to assist the Developer and/or District to acquire the land or easement rights necessary for the Off-Site Gravity Main.

(b) The District shall have an ownership interest in, and capacity reservation, in the Off-Site Gravity Main. In consideration of the District's capacity interest and reservation in the Off-Site Gravity Main, Developers may seek reimbursement from the District as permitted by applicable law.

(c) Upon completion of construction of the Off-Site Gravity Main by District, or Developer on behalf of the District, (i) the City will accept such facilities for operation and maintenance in accordance with the Applicable Rules; and (ii) District/ Developer will promptly convey those facilities to the City, subject to (A) the City's obligation to provide wholesale wastewater service to the District as provided in this Agreement; (B) the City's obligation to provide retail wastewater service to the Annexation Tracts (and the Public Safety Site Annexation Tract) as provided in this Agreement; (C) an ownership interest and contractual capacity reservation of all capacity in those facilities for the benefit of the District and Developer, as applicable; and (D) Developer's right, if any, to reimbursement from the District for the cost of those facilities in accordance with the rules of the Commission. The District/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 wastewater service 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) The Off-Site Gravity Main required to serve the District is twelve inches (12") in diameter, however, in the event the City requires the Off-Site Gravity Main, or internal collection system facilities, to be oversized 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 Developers for the incremental oversizing costs within thirty (30) days after acceptance by the City of the oversized facility.

4.11 New WWTP.

(a) The Parties acknowledge that the City will be expanding its current wastewater treatment capacity by permitting and constructing the 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 Project at the City's current wastewater facilities. The parties further agree that once the New WWTP is constructed and

in service that all District wastewater flow shall be diverted by the 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 Developers 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 paying the pro rata share of costs of the City Conveyance Line Improvements, as described herein.

(b) To the extent attributable to the Annexation Tracts, the Developer will pay a pro rata share of all costs associated with the construction of the New WWTP, City Conveyance Line Improvements, and all related appurtenances. To the extent attributable to the District Tract, the Developer, on behalf of the District, will pay a pro rata share of all costs associated with the construction of the New WWTP, City Conveyance Line Improvements, 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 City Conveyance Line Improvements, and of the acquisition of the real property interests necessary for the construction and operation of such facilities.

(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 wastewater treatment capacity to serve the Project at full build-out will be 0.331 MGD. The 0.331 MGD is the pro rata share of the New WWTP costs attributable to the Project and payable by the Developer on behalf of itself and the District. It is anticipated that 0.136 MGD of capacity in the New WWTP will be allocated to the Annexation Tracts and 0.195 MGD of capacity in the New WWTP will be allocated to the District Tract.

(d) City Conveyance Line Improvements Construction Costs Payment. Based on the Concept Plan as set forth in that certain Wastewater Recommendation Memorandum by GEI ("Developer's Engineer"), it is estimated that the required City Conveyance Line Improvements capacity to serve the Project at full build-out will be the equivalent of a 12-inch diameter line. The costs associated with the 12-inch line are the pro-rata share of the City Conveyance Line Improvements attributable to the Project and payable by the Developer on behalf of the District. The Parties further agree that the total linear feet of City Conveyance Line Improvements for which Developer is responsible to pay its proportionate share shall not exceed 1,320 linear feet, collectively.

(e) The Developer, on behalf of itself and the District, will participate in the pro-rata costs of the New WWTP. This will include costs associated with the design, land acquisition, permitting and construction of the new WWTP. The Developer, on behalf of itself and the District, is also responsible for a pro rata portion of the costs for the City Conveyance Line Improvements, and associated easements for the lines. Provided, however, should the City wish to size Off-Site Gravity Main larger than the required size as shown by the Wastewater Recommendation Memorandum by GEI, 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 the City shall not be required to commence the planning, permitting, or construction of a new phase of the New WWTP until and unless required by 30 TAC § 305.126 or other applicable TCEQ rules. The City reserves the option to design and construct the New WWTP and City Conveyance Line Improvements with capacity to serve regional wastewater conveyance and treatment needs. All additional costs to construct the New WWTP with capacity over 0.331 MGD shall be the sole responsibility of the City. Wastewater capacity up to

0.331 MGD in the New WWTP will be reserved for the District, to the extent such capacity is allocated to the District Tract, and reserved for Gateway, to the extent such capacity is allocated to the Annexation Tracts.

(g) The Developer's portion of the costs for the construction of the New WWTP and City Conveyance Line Improvements, as applicable, shall be paid by Developer (i) within 30 days of receiving, from the City, an approved pay application from the City's contractor(s) constructing the New WWTP/ City Conveyance Line Improvements, or (ii) as otherwise described in an escrow agreement entered into by the Developer and the City. At, or prior to commencement of construction of the New WWTP and City Conveyance Line Improvements, the Developer 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 of such facility 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 construction costs of the New WWTP and City Conveyance Line Improvements 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 City Conveyance Line Improvements.

(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 and organized 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 or cause to be reviewed 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 the District, as applicable, 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 or the District, may be made to the New WWTP Plans unless the changes are submitted to Developer and the District, which will have the same review and approval rights as provided above; provided, however, any such reduction in capacity to the Developer or District shall also require prior written consent by the Developer and/or District agreeing to such reduction in capacity allocation. 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 the Developers' collective pro rata share (such share calculated as 0.331 MGD divided by total capacity of New WWTP) of such design costs when the plans are 50% complete and for the remainder of the Developers' pro rata share of such design costs when the plans are one hundred percent (100%) complete.

(i) City Conveyance Line Improvements Plans. The City Conveyance Line Improvements 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 City Conveyance Line Improvements (the "City Conveyance Line Plans"), the City Engineer will submit a set of the City Conveyance Line Plans to the Developer and if fully created and organized at the times of City Conveyance Line Plans are complete, the District for review and approval. The Developer and, if appropriate, the District agree to review or cause to be reviewed the City Conveyance Line Plans and approve them or provide written comments specifically

identifying any required changes within thirty (30) days of receipt. If Developer or the District, fails to either approve the City Conveyance Line Plans or provide written comments within this thirty (30)-day period, the City 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 or the District may be made to the City Conveyance Line Plans unless the changes are submitted to Developer and the District, which will have the same review and approval rights as provided above; provided, however, any such reduction in capacity to the Developer or District shall also require prior written consent by the Developer and/or District agreeing to such reduction in capacity allocation. 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 the Developers' collective pro rata share (such share being calculated based on a 12" line) of such design costs when the plans at 50% complete and for the remainder of the Developers' pro rata share of such design costs when the plans are one hundred percent (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, each in a timely manner, to ensure that the New WWTP is constructed and operational to serve the Project. The City acknowledges that the Developers are 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 and retail wastewater service to the Annexation Tracts.

(k) Commencement of Construction of City Conveyance Line Improvements. The City will proceed with the design of, easement acquisition for, and construction of the City Conveyance Line Improvements, each in a timely manner, to ensure that the City Conveyance Line Improvements is constructed and operational to serve this Project. The City acknowledges that the Developers are relying on the City Conveyance Line Improvements being available to the Property and any delays in completion of the City Conveyance Line Improvements shall not alter the City's obligation to furnish wholesale wastewater service to the District and retail wastewater service to the Annexation Tracts.

(l) Bidding and Contract Awards. The contracts for construction of the New WWTP and City Conveyance Line Improvements 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 and result in the best and most economical completion of the 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 City Conveyance Line Improvements 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, the City, and, once created and organized, the District with monthly construction status reports.

(o) Ownership of Facilities. Upon completion, the New WWTP and City Conveyance Line Improvements shall be owned by the City. However, 0.195 MGD of capacity in the New WWTP and the equivalent

capacity in the City Conveyance Line Improvements of a 12-inch line will be owned by the District and capacity sufficient to serve the District shall be irrevocably and permanently reserved for and committed to the District (and 0.136 MGD shall be irrevocably and permanently reserved for and committed to serve the Annexation Tracts). The Developer may, at any time, transfer reserved 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. The Parties agree that this Agreement shall constitute an ownership interest in or specified contractual capacity in the Off-Site Gravity Main, City Conveyance Line Improvements, and the New WWTP pursuant to 30 Texas Administrative Code Section 293.44(b)(3), or its successor.

(p) City Pass Through Use of Wastewater Mains. The wastewater mains within the Property 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 Property be oversized to allow the City to serve its customers outside of the Property, so long as such oversizing does not negatively impact the Developer's construction schedule or interfere with the capacity guaranteed to Developer and/or 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 Developer's and/or 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 Property. 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 and District 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.

(q) In the event that the Project, or any portion thereof, needs wastewater service prior to completion of the New WWTP and City Conveyance Line Improvements the City agrees that the Developer and/or District, at its discretion, may proceed with one or more of the following options:

(i) the wastewater generated from the Project may be temporarily pumped and hauled, at Developer's expense, to the City's existing wastewater treatment plant or a third-party wastewater system until the necessary improvements are constructed to transmit wastewater within the Project to the City's wastewater system;

(ii) the District, or Developer on behalf of the District, shall have the right, but not the obligation, to construct a regional lift station (the "Regional Lift Station") within the Property and approximately 2,000 linear feet of 6" forcemain to connect to the City's existing wastewater system, as shown generally on **Exhibit "F"**, and in such event, the District and Developer shall have no obligation to fund or construct the Off-Site Gravity Main to tie into the City Conveyance Line Improvements and the District, or Developer on behalf of the District, will construct additional force main to ultimately connect to the City Conveyance Line Improvements, and the City agrees to use its condemnation authority to assist with easement acquisition, if necessary; and

(iii) the District, or Developer on behalf of the District, shall have the right, but not the obligation, to construct a lift station to serve the Property, as shown generally on **Exhibit "F"** (the "District

Lift Station"), and a wastewater line, for which the sizing of the lift station and the route of the wastewater line shall be determined by Developer, from the District Lift Station to an existing wastewater facility, determined by Developer, that ties into the City's existing wastewater system.

(r) In the event the District, or Developer on behalf of the District, decides to construct the Regional Lift Station, the Developer/District shall only be obligated to build the Regional Lift Station with capacity required to serve the entirety of the Property and Project. Provided, however, the City may elect to oversize the Regional Lift Station to serve additional lands. In the event the City elects to oversize the Regional Lift Station, the City shall reimburse all such oversizing costs based on the incremental cost difference to construct the oversized Regional Lift Station facilities relative to Regional Lift Station facilities that would be required for service to the Property only. Upon construction of the Regional Lift Station, the District shall convey the Regional Lift Station to the City for ownership, operation and maintenance, subject to the reservation of capacity to serve Property. The City shall reimburse the Developer for the incremental oversizing costs within thirty (30) days after acceptance by the City of the Regional Lift Station. Further, in the event the Regional Lift Station is constructed, at the time the New WWTP and City Conveyance Line Improvements are operational and ready to accept wastewater flows, the District, or Developer on behalf of the District, will decommission the existing 6" force main constructed and install a new force main to the City Conveyance Line Improvements. In the event the Regional Lift Station option is pursued, the City agrees to use eminent domain powers to acquire easements necessary for the necessary for the force mains to be constructed.

(s) Notwithstanding anything to the contrary herein or any other City ordinance, rule or regulation, the City agrees that Developer is authorized, at its option, to install on-site septic system(s) on the Annexation Tracts, or any portion thereof, to serve development within the Annexation Tracts until such time (i) the City Conveyance Line Improvements and New WWTP have been completed in order to transmit wastewater from the Annexation Tracts to the City's wastewater system, (ii) the Regional Lift Station and related facilities are constructed in accordance with Section 4.11(q)(ii), or (iii) the District Lift Station and related facilities are constructed in accordance with Section 4.11(q)(iii), whichever occurs first . Upon completion of the first to occur of the foregoing and commencement of City wastewater service to the Annexation Tracts, no further use of any on-site septic systems shall be permitted.

V.
CONCEPT PLAN

5.01 Phased Development. Developer intends to develop the Property in phases. Any portion of the Property not under active development may remain in use for agriculture, wildlife or open space.

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

5.03 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 single-family residential 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 single-family unit count shall result in an increase of the Master Development Fee provided for in Section 4.07 hereof of $1,600 per single-family residential lot, payable as provided for in Section 4.07.

5.04 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 shall be subject to the review and approval of all governmental authorities with jurisdiction. The City has or will have exclusive subdivision authority within the portion of its extraterritorial jurisdiction containing the District Tract.

(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.

5.05 Term of Approvals. Except as provided below, the approval of the Concept Plan set forth in Section 5.02 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.

VI.
DEVELOPMENT MATTERS

6.01 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 Property.

6.02 Fire Protection Services. The City and the Developer understand and acknowledge that an emergency services district ("ESD") exists which includes all of the Property. The District and Developer

agree to cooperate with the ESD to provide fire protection services to the Property.

6.03 Permitted Variances to City Development Requirements.

(a) 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 "H"**, attached hereto and made a part hereof.

(b) To the extent signs for the Project and Property are consistent with the City's sign ordinance, the variances granted in **Exhibit "H"**, and the Master Sign Plan in **Exhibit "J"**, the City will approve such signs when submitted for review and permit.

VII.
WATER AND WASTEWATER SERVICES

7.01 General. Water service to the Property will be provided in accordance with Section 4.06. Wastewater Service to the Property will be provided in accordance with Section 4.07.

7.02 Wastewater Services Agreement. The Developer and the City will enter into the Wholesale Wastewater Services Agreement pursuant to which the City will provide wholesale wastewater services to the District, the terms and conditions of which are more particularly set forth in Section 4.07 and the Wholesale Wastewater Services Agreement.

7.03 Water CCN. The Parties acknowledge that the Property is currently located within the Aqua water CCN.

7.04 Design and Construction of On-Site Facilities. The Developer shall construct all Annexation Tracts Facilities, at Developer's sole expense. The District or Developer, on behalf of the District, shall construct the District Facilities, at the Developer's expense. All On-Site Facilities 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 District Facilities for wastewater will also be subject the Wholesale 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 Wholesale Wastewater Services Agreement.

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

(a) Upon completion of construction of the District wastewater and drainage facilities 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 such facilities (subject to any warranty obligations). The District agrees to operate and maintain such facilities in good condition and working order and to provide retail services to its users.

(b) The District shall be responsible for ownership, operation and maintenance of the District's drainage facilities (including any water quality ponds) within the District until annexation and dissolution of the

District. The District may assign maintenance obligations for the drainage facilities to a homeowners' association.

(c) Upon completion of construction of the Annexation Tracts Facilities by Developer, the City will accept such roads, drainage and wastewater facilities for ownership, operation, and maintenance in accordance with Applicable Rules, and Developer will promptly convey those facilities to the City, subject to (i) the City's obligation to provide retail wastewater service to the Annexation Tracts as provided in this Agreement, and (ii) a reservation of capacity in those facilities for the benefit of the Developer and the Annexation Tracts. The 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 the Annexation Tracts Facilities in good condition and working order and to provide retail wastewater service to the Annexation Tracts in accordance with this Agreement.

7.06 Wastewater Impact Fees. As set forth in Section 4.09(c), 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.

7.07 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.

VIII.
PARKLAND, PUBLIC SAFETY SERVICES

8.01 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 include trailheads, no less than four (4) benches, no less than two (2) picnic tables, hiking trails, a public restroom, and not less than five parking spaces (including one handicap space) and other improvements in accordance with the Parks Plan attached hereto as **Exhibit "I"**. The greenbelt lands and related improvements within the District shall be dedicated to the District for ownership, operation and maintenance as public parkland. Developers 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.

8.02 Public Safety Service Site. Gateway agrees to dedicate to the City a public safety service site of approximately one point nine-nine (1.99) acres, as generally depicted on the Concept Plan (the "Public Safety Services Site"). Gateway will, at the time of final platting the phase of the Project within which the Public Safety Services Site is located, convey the Public Safety Services Site to the City by warranty deed, at no cost to the City. The City shall not sell or convey the Public Safety Service Site to any third party, other than to emergency services district or other public safety service entity. Further, the Public Safety Service 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 the ownership of the Public Safety Services Site shall revert to the Gateway 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 Gateway to the City pursuant to this provision.

IX.
LIMITED PURPOSE ANNEXATION

9.01 Limited Purpose Annexation. The District will enter into the Strategic Partnership Agreement with the City pursuant to Section 43.0751 of the Texas Local Government Code, to allow the City to annex property within the District for the limited purpose of imposing and collecting sales and use taxes within the District and imposing exclusive subdivision regulatory authority upon the property within the District.

X.
AUTHORITY AND VESTING OF RIGHTS.

10.01 Authority. This Agreement is entered into, in part, under the statutory authority of 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 District Tract as provided in this Agreement; authorize certain land uses and development on the Property; provide for the uniform review and approval of plats and development plans for the Property; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses after annexation of the District Tract.

10.02 Vesting of Rights. The City acknowledges the importance to Developers of having certainty and predictability of development regulations while planning such an extensive project that will be developed over a several years. Likewise, the Developers recognize the City's need over time to modify its existing development regulations in response to the requirements of a growing City. As a result, Developers 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.

XI.
TERM, TERMINATION, AMENDMENT

11.01 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, Developers, and upon its joinder to this Agreement, the District. 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, so long as no party to this Agreement is in material default under this Agreement and unless, prior to the expiration of the then-current term, Developers give City written notice of its intent not to extend this Agreement.

11.02 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 and Developers, and following creation and organization 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.

11.03 Assignment.

(a) This Agreement, and the rights of Developers hereunder, may be assigned by a 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 the rights and obligations hereunder as to a portion of the Property are assigned, 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.

11.04 Cooperation; Approvals.

(a) The City, the District, and Developers 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, Developers 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.

11.05 Remedies for Default.

(a) If the City defaults under this Agreement, Developers, and upon its joinder to this Agreement, the District 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, Developers may terminate this Agreement as to all of the Property owned by Developer, or as to the portion of the Property affected by the defaults; however, any such remedy will not revoke the City's consent to the creation of the District.

(b) If Developer defaults under this Agreement, the City may enforce the Agreement by seeking specific performance from any court of appropriate jurisdiction, or the City may give Notice to Developer of such default. If Developer fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City may terminate this Agreement as to 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 a 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.

XII.
GENERAL PROVISIONS

12.01 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

DEVELOPERS: Austin Gateway LLC/Ohana Land Corp, LLC
3040 Post Oak Blvd
Houston, Texas 77056
Attn: Dharma Rajah

DISTRICT: Travis County Municipal Utility District No. 36
c/o Allen Boone Humphries Robison LLP
919 Congress Avenue, Suite 1500
Austin, Texas 78701
Attn: Ryan Harper

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.

12.02 Memorandum of Agreement. A memorandum of this Agreement may be filed by the Developer in the Official Public Records of the County.

12.03 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 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.

12.04 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 Travis County, Texas.

12.05 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof (except the Wholesale Wastewater Services Agreement). There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement (except the Wholesale Wastewater Services Agreement). This Agreement supersedes all other agreements (other than the Wholesale Wastewater Services Agreement) between the Parties concerning the subject matter.

12.06 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.

12.07 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.

12.08 Force Majeure. If, by reason of force majeure, a 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.

12.09 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. Developers each hereby certify, represent and warrant that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws, company agreement, or partnership agreement of each entity executing on behalf of Developer, respectively.

12.10 Prior Annexation Agreements. The Parties agree that this Agreement supersedes any prior annexation agreements entered into by the City pertaining to the Property, or any portion thereof.

12.11 Interested Parties. Developers each acknowledge 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. Developers each confirm 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 Developers execute and submit 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 of the Agreement by the City

is expressly made contingent upon each Developer's compliance with these requirements. The signed Form 1295 may be submitted to the City in an electronic format.

12.12 Conflicts of Interest. Developers each acknowledge 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. Developers each confirm 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.

12.13 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. If required under Chapter 2271, Developers each represent and warrant 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. Developers each understand "affiliate" to mean an entity that controls, is controlled by, or is under common control with Developer, respectively.

12.14 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"), Developers each represent and warrant 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. Developers each understand "affiliate" to mean any entity that controls, is controlled by, or is under common control with Developer, respectively.

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

Exhibit A - Depiction and Description of Property

Exhibit B -	**Form of District Joinder Agreement**
Exhibit C -	**Concept Plan**
Exhibit D -	**Description of Albert Volker Road Improvements**
Exhibit E -	**Depiction of the District Boundary**
Exhibit F -	**Description of Off-Site Gravity Main**
Exhibit G -	**Form of Consent Resolution**
Exhibit H -	**Variances to City Development Code**
Exhibit I -	**Parks Plan**
Exhibit J -	**Master Sign Plan**
Exhibit K -	**Strategic Partnership Agreement**

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:

_____
PEYTON STANDIFER, City Secretary

CITY OF ELGIN:

By:_____
Name: THOMAS L. MATTIS
Title: City Manager
Date:_____

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF BASTROP §

This instrument was acknowledged before me on the_____day of_____,_____, by Thomas L. Mattis, City Manager of the City of Elgin, on behalf of said municipality.

(Seal and Expiration)

_____
Notary Public, State of Texas

DEVELOPER:

OHANA LAND CORP, LLC,
a Delaware limited liability company

By: Ohana Land Corp Manager, LLC,
a Delaware limited liability company,
its Manager

By: Epitome Development LLC,
a Texas limited liability company,
its Manager

By: _____
Printed Name: Dharmarajah H. Rajah
Title: Managing Member
Date: 11/05/2024

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 5th day of November, 2024, Dharmarajah H. Rajah, Managing Member of Epitome Development LLC, a Texas limited liability company, Manager of Ohana Land Corp Manager, LLC, a Delaware limited liability company, Manager of Ohana Land Corp, LLC, a Delaware limited liability company, on behalf of said limited liability companies.

(Seal and Expiration)
06/29/2025

NOTARY PUBLIC STATE OF TEXAS
DHARM D. PATEL
Notary Public, State of Texas
Comm. Expires 06-29-2025
Notary ID 133182376

_____
Notary Public, State of Texas

DEVELOPER:

AUSTIN GATEWAY LLC,
a Delaware limited liability company

By: Austin Gateway JV, LLC,
a Delaware limited liability company,
its Manager

By: Epitome Development LLC,
a Texas limited liability company,
its Manager

By: _____
Printed Name: Dharmarajah H. Rajah
Title: Managing Member
Date: 11/05/2024

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on 5th November, 2024, by Dharmarajah H. Rajah, Managing Member of Epitome Development LLC, a Texas limited liability company, Manager of Austin Gateway JV, LLC, a Delaware limited liability company, Manager of Austin Gateway LLC, a Delaware limited liability company, on behalf of said limited liability companies.

(Seal and Expiration)
06/29/2025

DHARM D. PATEL
Notary Public, State of Texas
Comm. Expires 06-29-2025
Notary ID 133182376

_____
Notary Public, State of Texas

EXHIBIT "A" TO CONSENT AND DEVELOPMENT AGREEMENT
DEPICTION AND DESCRIPTION OF PROPERTY

EXHIBIT " A-1 "

PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 74.2093 ACRES (3,232,556 SQUARE FEET) OF LAND, MORE OR LESS, BEING OUT OF THE WILLIAM HINES SURVEY NO. 53, ABSTRACT NO. 345, SITUATED IN THE CITY OF ELGIN, TRAVIS COUNTY TEXAS, BEING ALL OF A CALLED 74.189 ACRE TRACT CONVEYED TO CASTLE ELGIN LLC IN DOCUMENT NO. 2021046636 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 74.2093 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1-inch iron pipe found in the north right-of-way line of Albert Voelker Road (60' Right-of-way), being the common south corner of a called 50 acre tract conveyed to Kenneth R. Koether in Volume 11943, Page 326 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.), as described in Volume 3507, Page 1793 of the Deed Records of Travis County, Texas (D.R.T.C.T.) and said Castle Elgin tract, for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the north right-of-way line of said Albert Voelker Road, with the common line of said Koether tract and said Castle Elgin tract, **N27°46'02"E**, a distance of **2,615.07** feet to a 1/2-inch iron pipe found for the northwest corner hereof, said point being in the south line of a called 167.4247 acre tract conveyed to Austin Gateway LLC in Document No. 2022130138 (O.P.R.T.C.T.), and being the common north corner of said Koether tract and said Castle Elgin tract, from which a 1/2-inch iron rod found for the common north corner of a called 20.448 acre tract conveyed to Geozf Austin 1, LLC in Document No. 2019171449 (O.P.R.T.C.T.) and said Koether tract bears, N62°48'24"W, a distance of 840.58 feet;

THENCE, with the common line of said Austin Gateway LLC tract and said Castle Elgin tract, **S62°51'16"E**, a distance of **1,236.49** feet to a 1/2-inch iron pipe found for the northeast corner hereof, said point being the common north corner of said Castle Elgin tract and a called 74.154 acre tract conveyed to Kumudha Castle Creek, LLC in Document No. 2021241963 (O.P.R.T.C.T.), as described in Document No. 2021109497 (O.P.R.T.C.T.), from which a 1/2-inch iron rod found for the southeast corner of said Austin Gateway tract, being the southwest corner of a called 1.000 acre tract conveyed to Karan K. Bayes, Et Al in Document No. 2015183255 (O.P.R.T.C.T.), and being in the north line of said Kumudha Castle Creek tract bears, S63°03'43"E, a distance of 122.65 feet;

THENCE, leaving the common line of said Austin Gateway LLC tract and said Castle Elgin tract, with the common line of said Castle Elgin tract and said Kumudha Castle Creek tract, **S27°45'13"W**, a distance of **2,612.51** feet to an iron rod with "WALS" cap found for the southeast corner hereof, said point being in the north right-of-way line of said Albert Voelker Road, and being the common south corner of said Castle Elgin tract and said Kumudha Castle Creek tract, from which a 1/2-inch iron pipe found for the common south corner of said Kumudha Castle Creek tract and a called 5.00 acre tract conveyed to Bridget Y. Et Al & Tony E. Craven in Volume 2505, Page 123 (D.R.T.C.T.) bears, S62°58'21"E, a distance of 434.47 feet;

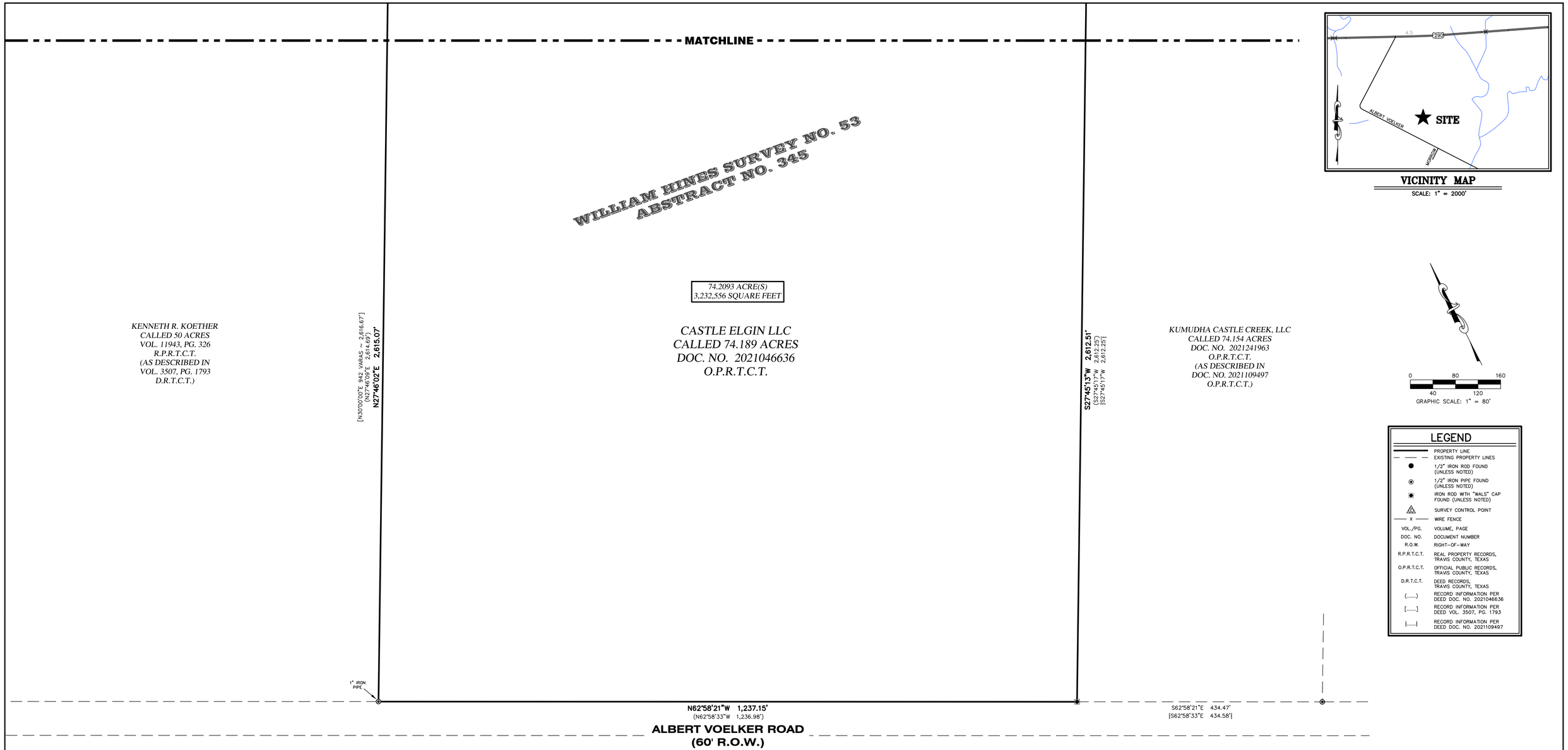
THENCE, with the north right-of-way line of said Albert Voelker Road and the south line of said Castle Elgin tract, **N62°58'21"W**, a distance of **1,237.15** feet to the **POINT OF BEGINNING** and containing 74.2093 Acres (3,232,556 Square Feet) of land, more or less.

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 1.000078366113. See attached sketch (reference drawing: 01409_74 AC.dwg).

5/13/2024

Fernando Perez, RPLS #7041
4Ward Land Surveying, LLC



BOUNDARY & TREE SURVEY OF 74.2093 ACRES OUT OF THE WILLIAM HINES SURVEY NO. 53 ABSTRACT NO. 345 City of Elgin ETJ Travis County, Texas

LEGAL DESCRIPTION:
A TRACT OF LAND CONTAINING 74.2093 ACRES, MORE OR LESS, BEING LOCATED IN THE WILLIAM HINES SURVEY NO. 53, ABSTRACT NO. 345, IN TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 74.189 ACRE TRACT OF LAND CONVEYED TO CASTLE ELGIN LLC, IN SPECIAL WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2021046636, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

BEARING BASIS:
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000078366113.

SURVEY CONTROL:
CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES (STATE PLANE TEXAS CENTRAL – 4203) AND ELEVATIONS (NAVD88) SHOWN HEREON WERE COMPUTED FROM NGS O.P.U.S. SOLUTION REPORT DERIVED FROM 4WARD STATIC DATA COLLECTED MARCH 3, 2020.

GENERAL NOTES:
1) PROPERTY ADDRESS: ALBERT VOELKER ROAD, ELGIN TEXAS
2) ADDITIONAL NUMBERS (IF SHOWN) IN THE TREE LIST AT THE END OF THE TREE DESCRIPTION, REPRESENT THE SIZES AND NUMBER OF MULTI-TRUNK TREES.
3) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND WOULD BE SUBJECT TO ANY AND ALL EASEMENTS, CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE COMMITMENT MAY DISCLOSE.

FLOODPLAIN NOTE:
THIS PROPERTY IS LOCATED WITHIN ZONE "A", SPECIAL FLOOD HAZARD AREAS WITH NO BASE FLOOD ELEVATIONS DETERMINED AND ZONE "X", (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON F.I.R.M. MAP NO. 48453C0505H, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS, MAP REVISED SEPTEMBER 26, 2008.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

SURVEYOR'S CERTIFICATE:
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WAS ACTUALLY MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION ON THE DATE SHOWN.

5/8/2024
FERNANDO D. PEREZ, R.P.L.S. DATE
TEXAS REGISTRATION NO. 7041
FPEREZ@4WARDLS.COM

STATE OF TEXAS REGISTERED FERNANDO D. PEREZ 7041 PROFESSIONAL LAND SURVEYOR

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	5/8/2024
Project:	01409
Scale:	1" = 80'
Reviewer:	FP
Tech:	TR
Field Crew:	JC
Survey Date:	MAY 2024
Sheet:	1 OF 2

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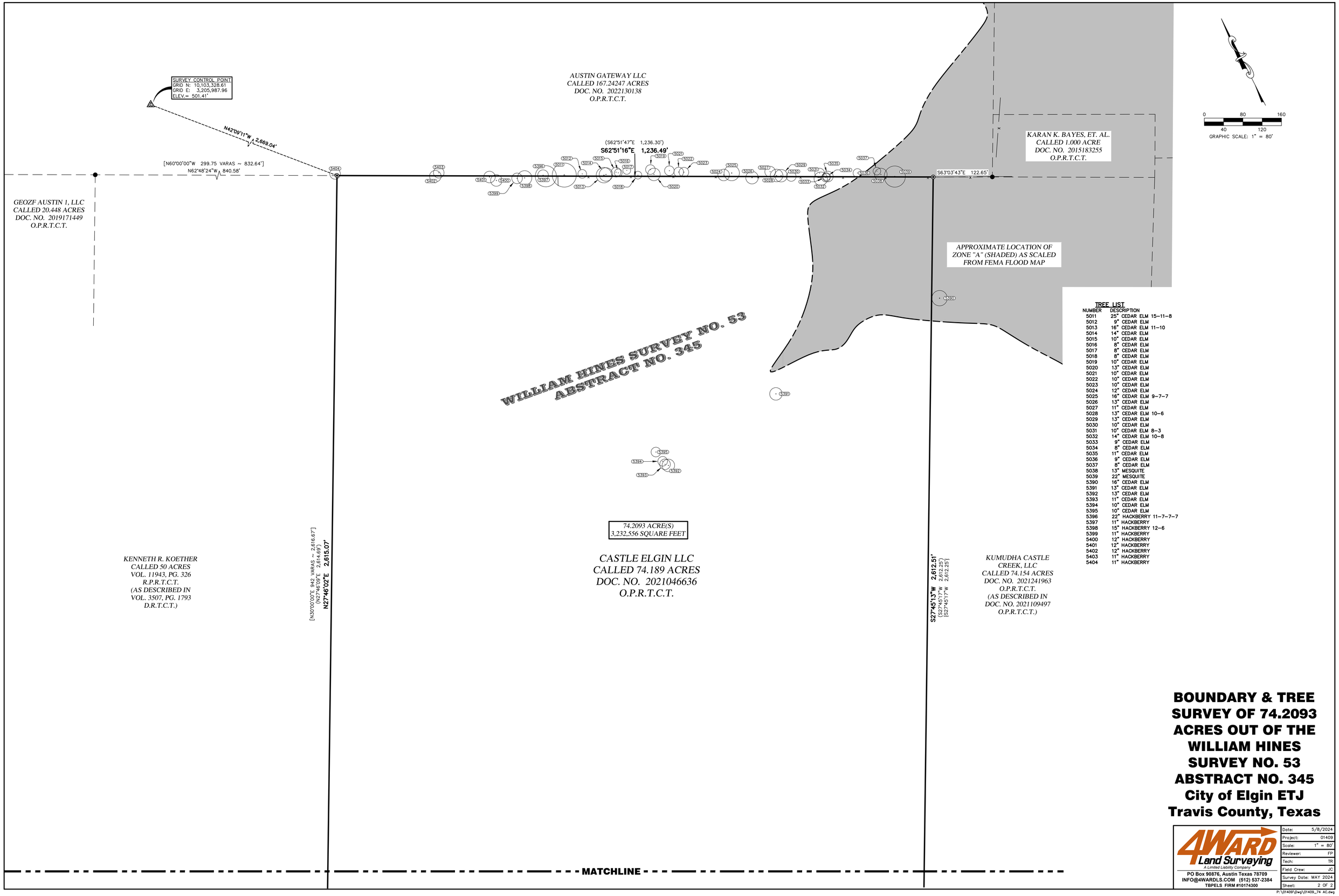

TREE LIST

NUMBER	DESCRIPTION
5011	25" CEDAR ELM 15-11-8
5012	9" CEDAR ELM
5013	16" CEDAR ELM 11-10
5014	14" CEDAR ELM
5015	10" CEDAR ELM
5016	8" CEDAR ELM
5017	8" CEDAR ELM
5018	8" CEDAR ELM
5019	10" CEDAR ELM
5020	13" CEDAR ELM
5021	10" CEDAR ELM
5022	10" CEDAR ELM
5023	10" CEDAR ELM
5024	12" CEDAR ELM
5025	16" CEDAR ELM 9-7-7
5026	13" CEDAR ELM
5027	11" CEDAR ELM
5028	13" CEDAR ELM 10-6
5029	13" CEDAR ELM
5030	10" CEDAR ELM
5031	10" CEDAR ELM 8-3
5032	14" CEDAR ELM 10-8
5033	9" CEDAR ELM
5034	8" CEDAR ELM
5035	11" CEDAR ELM
5036	9" CEDAR ELM
5037	8" CEDAR ELM
5038	13" MESQUITE
5039	22" MESQUITE
5390	16" CEDAR ELM
5391	13" CEDAR ELM
5392	13" CEDAR ELM
5393	11" CEDAR ELM
5394	10" CEDAR ELM
5395	10" CEDAR ELM
5396	22" HACKBERRY 11-7-7-7
5397	11" HACKBERRY
5398	15" HACKBERRY 12-6
5399	11" HACKBERRY
5400	12" HACKBERRY
5401	12" HACKBERRY
5402	12" HACKBERRY
5403	11" HACKBERRY
5404	11" HACKBERRY

BOUNDARY & TREE SURVEY OF 74.2093 ACRES OUT OF THE WILLIAM HINES SURVEY NO. 53 ABSTRACT NO. 345 City of Elgin ETJ Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	5/8/2024
Project:	01409
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Tech:	TR
Field Crew:	JC
Survey Date:	MAY 2024
Sheet:	2 OF 2

P:\01409\Dwg\01409_74 AC.dwg

EXHIBIT " A-2 "

PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 167.4247 ACRES (7,293,020 SQUARE FEET) OF LAND, MORE OR LESS, BEING OUT OF THE WILLIAM HINES SURVEY NO. 53, ABSTRACT NO. 345, SITUATED IN THE CITY OF ELGIN, TRAVIS COUNTY TEXAS, BEING THE REMAINDER OF A CALLED 215 ACRE TRACT CONVEYED TO THE CHARLES JOSEPH POTH, JR. TRUST (DESCRIBED AS "TRACT TWO, FIRST TRACT") IN DOCUMENT NO. 1999051933 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING A PORTION OF A CALLED 5.83 ACRE TRACT (DESCRIBED AS "TRACT TWO, SECOND TRACT") CONVEYED TO SAID CHARLES JOSEPH POTH, JR. TRUST IN DOCUMENT NO. 1999051933 (O.P.R.T.C.T.), SAID 167.4247 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with "4Ward Boundary" cap set at the intersection of the east right-of-way line of Albert Voelker Road (60' Right-of-way) with the south right-of-way line of U.S. Highway 290 (240' Right-of-way), and being the northwest corner of said Poth Trust 5.83-acre tract, for the northwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod found at the intersection of the west right-of-way line of said Albert Voelker Road with the south right-of-way line of said U.S. Highway 290, and being the northeast corner of a called 10.046 acre tract conveyed to Manor Truck Stop, LLC in Document No. 2008016879 (O.P.R.T.C.T.) bears, S88°33'07"W, a distance of 68.25 feet;

THENCE, with the south right-of-way line of said U.S. Highway 290 and the north line of said Poth Trust 5.83-acre tract, in part with the north line of said Poth Trust 215-acre remainder tract, the following three (3) courses and distances:

1) **N88°33'07"E**, a distance of **1,566.11** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for a point of curvature hereof,
2) Along the arc of a curve to the left, whose radius is **7,720.44** feet, whose arc length is **389.25** feet and whose chord bears **N87°04'59"E**, a distance of **389.21** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for a point of tangency hereof, and
3) **N85°44'14"E**, a distance of **1,523.56** feet to a 1/2-inch iron rod found for an angle point hereof, said point being an angle point in the north line of said Poth Trust 215-acre remainder tract, and being the northwest corner of a called 2.358 acre tract conveyed to Jaime and Norma Gutierrez in Document No. 2019137719 (O.P.R.T.C.T.), said tract also being the remainder of a called 247.49 acre tract described in Volume 12661, Page 2179 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.), from which a TxDOT Type I monument found in the south right-of-way line of said U.S. Highway 290, and being in the north line of Lot 81, Block A, Elm Creek Section 1, a subdivision in Travis County, Texas, according to the map or plat recorded in Document No. 200300198 (O.P.R.T.C.T.) bears, N85°44'14"E, a distance of 740.33 feet;

THENCE, leaving the south right-of-way line of said U.S. Highway 290, with the northeast line of said Poth Trust 215-acre remainder tract and the southwest line of said Gutierrez tract, in part with the southwest line of Lot 130, Block G of said Elm Creek Section 1, **S62°34'57"E**, a distance of **881.72** feet to a 1/2-inch iron rod found for the northeast corner hereof, said point being the northeast corner of said Poth Trust 215-acre remainder tract, and being an interior ell-corner of said Lot 130, Block G;

THENCE, with the east line of said Poth Trust 215-acre remainder tract and the west line of said Lot 130, Block G, in part with the west line of a called 1.00 acre tract conveyed to Karan K. Bayes in Document No. 2015183255 (O.P.R.T.C.T.), **S27°42'40"W**, a distance of **2,568.12** feet to a 1/2-inch iron rod found for the southeast corner hereof, said point being the southeast corner of said Poth Trust 215-acre remainder tract, being the southwest corner of said Bayes tract, and being in the north line of a called 74.154 acre tract conveyed to Kumudha Castle Creek, LLC in Document No. 2021241963 (O.P.R.T.C.T.), from which an iron rod with "WALS" cap found for the southeast corner of said Bayes tract, and being the northeast corner of said Castle Creek tract bears, S62°48'17"E, a distance of 336.77 feet;

THENCE, with the south line of said Poth Trust 215-acre remainder tract and the north line of said Castle Creek tract, **N63°03'43"W**, a distance of **122.65** feet to a 1/2-inch iron pipe found for an angle point hereof, said point being the northeast corner of a called 74.189 acre tract conveyed to Castle Elgin LLC in Document No. 2021046636 (O.P.R.T.C.T.), and being the northwest corner of said Castle Creek tract;

THENCE, continuing with the south line of said Poth Trust 215-acre remainder tract and with the north line of said Castle Elgin tract, **N62°51'16"W**, a distance of **1,236.49** feet to a 1/2-inch iron pipe found for an angle point hereof, said point being the northeast corner of a called 50 acre tract conveyed to Kenneth R. Koether in Volume 11943, Page 326 (R.P.R.T.C.T.), said tract being described in Volume 3507, Page 1793 of the Deed Records of Travis County, Texas (D.R.T.C.T.), and being the northwest corner of said Castle Elgin tract;

THENCE, continuing with the south line of said Poth Trust 215-acre remainder tract and with the north line of said Koether tract, **N62°48'24"W**, a distance of **840.58** feet to a 1/2-inch iron rod found for an angle point hereof, said point being the northeast corner of a called 20.448 acre tract conveyed to Geozf Austin 1, LLC in Document No. 2019171449 (O.P.R.T.C.T.), and being the northwest corner of said Koether tract;

THENCE, continuing with the south line of said Poth Trust 215-acre remainder tract, and with the north line of said Geozf Austin tract, in part with the north line of the remainder of a called 24.063 acre tract conveyed to H&T Utilities LC in Document No. 1999014392 (O.P.R.T.C.T.), and in part with the south line of said Poth Trust 5.83-acre tract, **N62°58'20"W**, a distance of **1,626.49** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for the southwest corner hereof, from which a 1/2-inch iron rod found in the east right-of-way line of said Albert Voelker Road, being the northwest corner of said H&T Utilities tract, and being the southwest corner of said Poth Trust 5.83-acre tract bears, N62°58'20"W, a distance of 50.00 feet;

THENCE, leaving the north line of said H&T Utilities tract and the south line of said Poth Trust 5.83-acre tract, over and across said Poth Trust 5.83-acre tract, the following two (2) courses and distances:

1) **N27°39'49"E**, a distance of **50.00** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an interior ell-corner hereof, and
2) **N62°58'20"W**, a distance of **50.00** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an exterior ell-corner hereof, said point being in the east right-of-way line of said Albert Voelker Road, and being in the west line of said Poth Trust 5.83-acre tract;

THENCE, with the east right-of-way line of said Albert Voelker Road and the west line of said Poth Trust 5.83-acre tract, **N27°39'49"E**, a distance of **786.93** feet to the **POINT OF BEGINNING** and containing 167.4247 Acres (7,293,020 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 1.000078366113. See attached sketch (reference drawing: 01409_rev.dwg).

5/9/2022

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

TITLE COMMITMENT NOTES:

COMMITMENT FOR TITLE INSURANCE PREPARED BY: TEXAN TITLE INSURANCE COMPANY
G.F. NO.: TWH2200046
EFFECTIVE DATE: FEBRUARY 7, 2022
ISSUED: FEBRUARY 24, 2022

THE SURVEYOR HAS RELIED UPON THE REFERENCED COMMITMENT FOR TITLE REGARDING EASEMENTS, RESTRICTIONS, AND OTHER MATTERS AFFECTING THIS PROPERTY. NO ADDITIONAL RESEARCH WAS DONE FOR THE PURPOSE OF THIS SURVEY. ITEMS LISTED ARE WORDED ACCORDING TO THE COMMITMENT, FOLLOWED BY SURVEYOR'S NOTES AND/OR OBSERVATIONS SHOWN IN BRACKETS. [ ]

1) (DELETED)

10) THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

B. EASEMENT(S) GRANTED TO TEXAS PUBLIC UTILITIES COMPANY, AS SET OUT AND DESCRIBED IN INSTRUMENT(S) RECORDED IN VOLUME 396, PAGE 239 OF THE DEED RECORDS OF TRAVIS, COUNTY, TEXAS. **[POSSIBLY SUBJECT TO – SURVEYOR IS UNABLE TO ACCURATELY PLOT THE LOCATION OF THE LIMITS OF THE EASEMENT AREA DUE TO VAGUE DESCRIPTION]**

C. EASEMENT(S) GRANTED TO STATE OF TEXAS, AS SET OUT AND DESCRIBED IN INSTRUMENT(S) RECORDED IN VOLUME 630, PAGE 70 OF THE DEED RECORDS OF TRAVIS, COUNTY, TEXAS. **[DOES NOT AFFECT]**

D. EASEMENT(S) GRANTED TO AQUA WATER SUPPLY CORPORATION, AS SET OUT AND DESCRIBED IN INSTRUMENT(S) RECORDED IN VOLUME 11301, PAGE 197 OF THE REAL PROPERTY RECORDS OF TRAVIS, COUNTY, TEXAS. **[SUBJECT TO – BLANKET TYPE]**

E. EASEMENT(S) GRANTED TO AQUA WATER SUPPLY CORPORATION, AS SET OUT AND DESCRIBED IN INSTRUMENT(S) RECORDED IN VOLUME 12895, PAGE 587 OF THE REAL PROPERTY RECORDS OF TRAVIS, COUNTY, TEXAS. **[SUBJECT TO – BLANKET TYPE]**

F. EASEMENT(S) GRANTED TO BLUEBONNET ELECTRIC COOPERATIVE, INC., AS SET OUT AND DESCRIBED IN INSTRUMENT(S) RECORDED IN VOLUME 12728, PAGE 357 OF THE REAL PROPERTY RECORDS OF TRAVIS, COUNTY, TEXAS. **[POSSIBLY SUBJECT TO – LEGAL DESCRIPTION OF AFFECTED PROPERTY NOT FILLED IN DOCUMENT]**

G. EASEMENT(S) GRANTED TO HUMBLE OIL AND REFINING COMPANY, AS DISCLOSED IN WARRANTY DEED FILED FOR RECORD UNDER TRAVIS COUNTY CLERK'S FILE NO(S). 1999051933 **[POSSIBLY SUBJECT TO – SURVEYOR IS UNABLE TO PLOT THE LOCATION OF THE LIMITS OF THE EASEMENT AREA DUE TO VAGUE DESCRIPTION]**

H. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN SITE LEASE AGREEMENT DATED MAY 8, 1995, BY AND BETWEEN CHARLES J. POTH JR. AND WIFE VIVIAN J. POTH, AS LANDLORD, AND ACC/MCCAW CELLULAR OF FRESNO A WASHINGTON JOINT VENTURE D.B.A. AUSTIN CELLULAR TELEPHONE COMPANY, D.B.A. CELLULAR ONE, AS TENANT, MEMORANDUMS OF WHICH ARE FILED FOR RECORD IN VOLUME 12493, PAGE 280 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND UNDER TRAVIS COUNTY CLERK'S FILE NO. 2000014594; AMENDED BY INSTRUMENT FILED FOR RECORD UNDER TRAVIS COUNTY CLERK'S FILE NO. 2016025549 **[DOES NOT AFFECT]**

I. TERMS, CONDITIONS AND STIPULATIONS CONTAINED IN THAT CERTAIN ANNEXATION DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ELGIN, TEXAS CHARLES JOSEPH POTH JR. TRUST, AS SET FORTH IN INSTRUMENT FILED FOR RECORD UNDER TRAVIS COUNTY CLERK'S FILE NO. 2015079057, CORRECTED AND RECORDED UNDER TRAVIS COUNTY CLERK'S FILE NO. 2015113328 **[SUBJECT TO]**

LEGAL DESCRIPTION:

A TRACT OR PARCEL OF LAND CONTAINING 161.00 ACRES, MORE OR LESS, BEING LOCATED IN THE WILLIAM HINES SURVEY, ABSTRACT NO. 345, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 215 ACRE TRACT OF LAND CONVEYED TO VIVIAN JUANITA POTH, AS TRUSTEE OF THE CHARLES JOSEPH POTH, JR. TRUST IN WARRANTY DEED RECORDED UNDER TRAVIS COUNTY CLERK'S FILE NO. 1999051933;

BEARING BASIS:

ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00007836611 3.

SURVEY CONTROL:

CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES (STATE PLANE TEXAS CENTRAL – 4203) AND ELEVATIONS (NAVD88) SHOWN HEREON WERE COMPUTED FROM NGS O.P.U.S. SOLUTION REPORT DERIVED FROM 4WARD STATIC DATA COLLECTED MARCH 3, 2020.

UTILITY NOTE:

THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED (UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR GRAPHIC REPRESENTATION ONLY) ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES ONLY THE VISIBLE ABOVE GROUND UTILITY STRUCTURES.

GENERAL NOTES:

1) PROPERTY ADDRESS: U.S. HIGHWAY 290 AND ALBERT VOELKER ROAD, ELGIN TEXAS

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

3) THE LOCATION OF FENCES AND THE SIZE AND LOCATION OF UTILITY STRUCTURES, (IF SHOWN), MAY BE EXAGGERATED FOR GRAPHICAL CLARITY.

4) UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON UTILITY MAPS PROVIDED BY THE VARIOUS UTILITY COMPANIES.

5) THERE WERE NO STRIPED PARKING SPACES ON THIS SITE AT THE TIME OF SURVEY.

6) THE 215 ACRE TRACT DESCRIBED IN DOCUMENT NO. 1999014392 AS TRACT TWO, FIRST TRACT, DOES NOT FORM A MATHEMATICAL CLOSURE, ERROR IN CLOSURE = ±10'.

7) THERE WERE NO STRIPED PARKING SPACES ON THIS SITE AT THE TIME OF SURVEY.

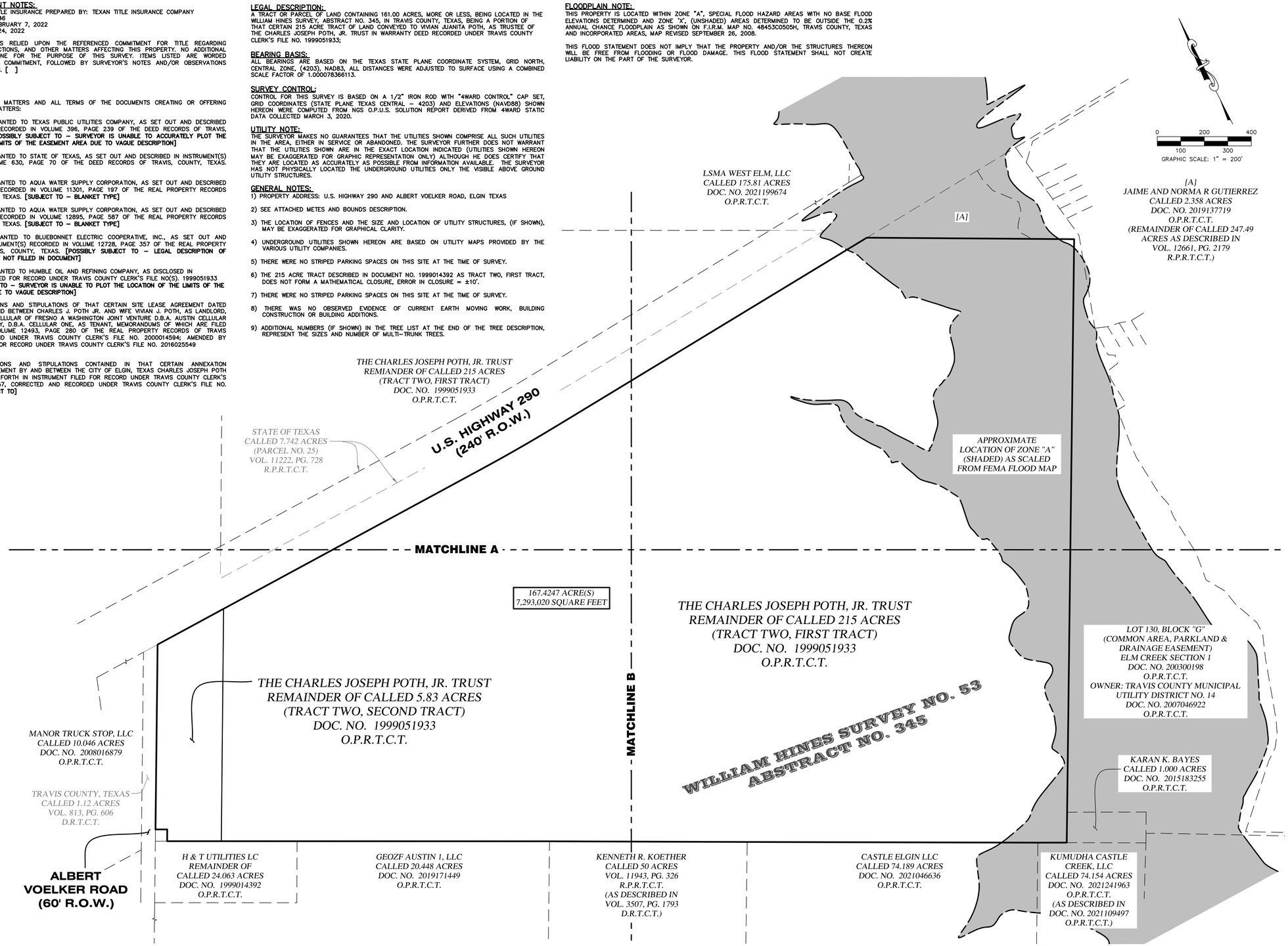
8) THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.

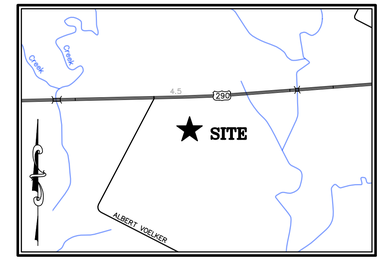
9) ADDITIONAL NUMBERS (IF SHOWN) IN THE TREE LIST AT THE END OF THE TREE DESCRIPTION, REPRESENT THE SIZES AND NUMBER OF MULTI–TRUNK TREES.

FLOODPLAIN NOTE:

THIS PROPERTY IS LOCATED WITHIN ZONE "A", SPECIAL FLOOD HAZARD AREAS WITH NO BASE FLOOD ELEVATIONS DETERMINED AND ZONE 'X', (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON F.I.R.M. MAP NO. 48453C0505H, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS, MAP REVISED SEPTEMBER 26, 2008.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.





VICINITY MAP

SCALE: 1" = 2000'

LEGEND

	PROPERTY LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
△	CALCULATED POINT
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
⊙	1/2" IRON PIPE FOUND (UNLESS NOTED)
	IRON ROD WITH "BGE INC." CAP FOUND (UNLESS NOTED)
■	TXDOT TYPE I CONCRETE MONUMENT FOUND (UNLESS NOTED)
	SURVEY CONTROL POINT
E	ELECTRIC JUNCTION BOX
●	BOLLARD POST (UNLESS NOTED)
	FIRE HYDRANT
M	MAILBOX
T	TELECOMMUNICATIONS PEDESTAL
T	TELECOMMUNICATIONS BOX
	WATER VALVE
	SIGN (AS NOTED)
	POWER/UTILITY POLE
	GUY ANCHOR
	TELECOMMUNICATIONS POST
	STOP SIGN
—AE—	EDGE OF ASPHALT
—X—	WIRE FENCE
—OO—	CHAIN LINK FENCE
—I—	METAL FENCE
—OU—	OVERHEAD UTILITY
—SS—	STORM SEWER LINE
—T—	UNDERGROUND TELECOMMUNICATIONS
—W—	WATER LINE
	CONCRETE
	BUILDING
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT–OF–WAY
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DEED DOC. NO. 1999051933
[.....]	RECORD INFORMATION PER DEED VOL. 12661, PG. 2179
{.....}	RECORD INFORMATION PER DEED DOC. NO. 2021046636
((.....))	RECORD INFORMATION PER DEED VOL. 813, PG. 606
[[.....]]	RECORD INFORMATION PER DEED VOL. 3507, PG. 1793
{{.....}}	RECORD INFORMATION PER DEED DOC. NO. 1999014392
<.....>	RECORD INFORMATION PER DEED DOC. NO. 2008016879
<<.....>>	RECORD INFORMATION PER DEED DOC. NO. 2019171449
([.....])	RECORD INFORMATION PER DEED VOL. 11222, PG. 728
–.....–	RECORD INFORMATION PER DEED DOC. NO. 2015183255

ALTA/NSPS LAND TITLE & TREE SURVEY OF 167.4247 ACRES OUT OF THE WILLIAM HINES SURVEY NO. 53 ABSTRACT NO. 345 City of Elgin ETJ Travis County, Texas

ALTA/NSPS CERTIFICATION:

TO ROUNDROCK CAPITAL, LLC; TEXAN TITLE INSURANCE COMPANY; GAYLE POTH MAREK, SUCCESSOR TRUSTEE OF THE CHARLES JOSEPH POTH, JR. TRUST, CREATED IN THE CHARLES JOSEPH, JR. AND VIVIAN JUANITA POTH REVOCABLE LIVING TRUST; & LONGHORN TITLE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1–4, 7(a), 8–10, 11(a), 13, 15, 16 AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 5, 2022.

8/25/2022
DATE

JASON WARD, RPLS
TEXAS REGISTRATION NO. 5811

STATE OF TEXAS
REGISTERED
JASON WARD
5811
PROFESSIONAL
LAND SURVEYOR

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	8/25/2022
Project:	01409
Scale:	1" = 200'
Reviewer:	FM
Tech:	TR
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	1 OF 5

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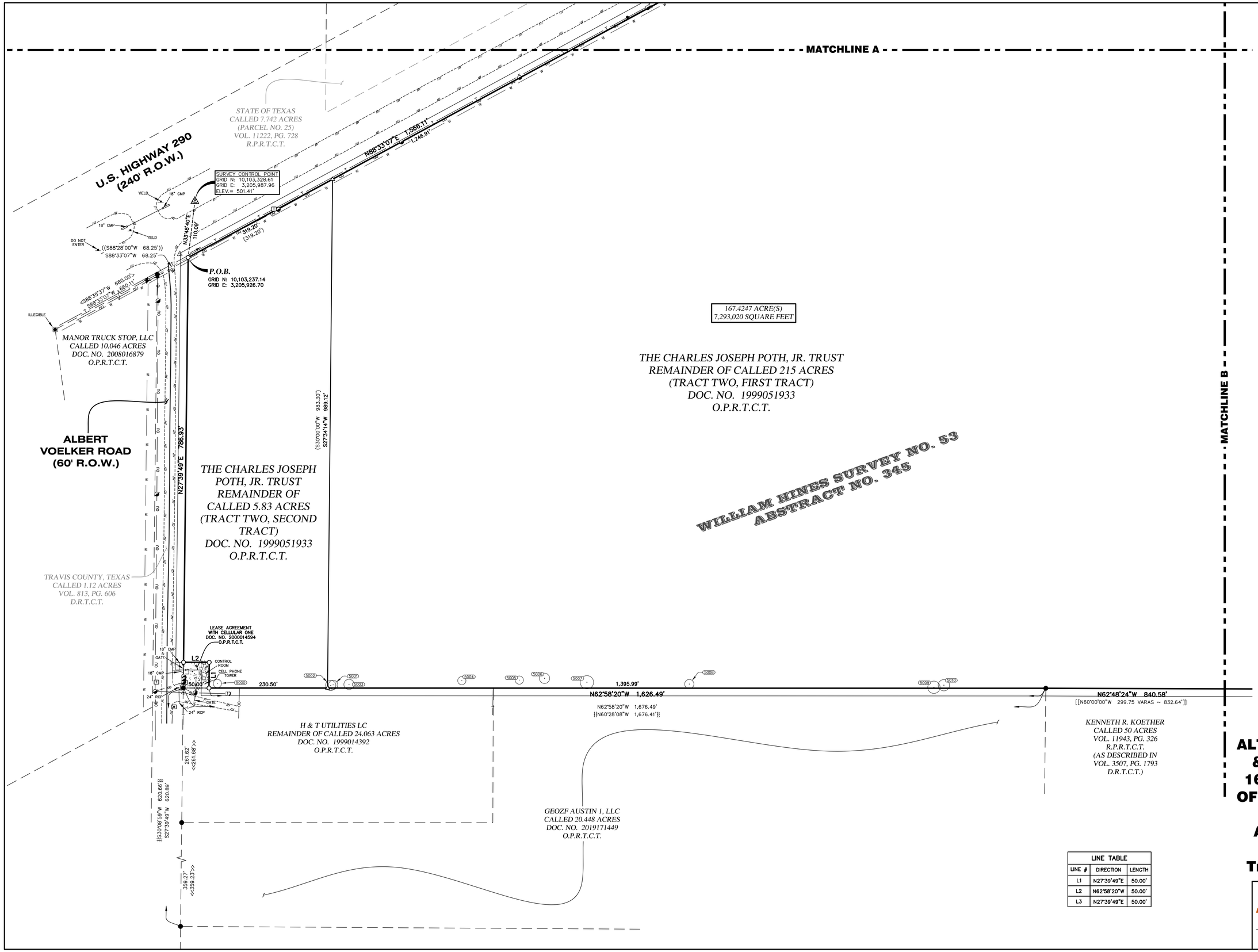

0 80 160
40 120
GRAPHIC SCALE: 1" = 80'

LEGEND

	PROPERTY LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
△	CALCULATED POINT
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
⊙	1/2" IRON PIPE FOUND (UNLESS NOTED)
	IRON ROD WITH "BGE INC." CAP FOUND (UNLESS NOTED)
■	TXDOT TYPE I CONCRETE MONUMENT FOUND (UNLESS NOTED)
	SURVEY CONTROL POINT
Ⓔ	ELECTRIC JUNCTION BOX
●	BOLLARD POST (UNLESS NOTED)
	FIRE HYDRANT
Ⓜ	MAILBOX
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Ⓣ	TELECOMMUNICATIONS BOX
	WATER VALVE
	SIGN (AS NOTED)
	POWER/UTILITY POLE
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— T —	UNDERGROUND TELECOMMUNICATIONS
— W —	WATER LINE
	CONCRETE
	BUILDING
RCP	REINFORCED CONCRETE PIPE
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P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DEED DOC. NO. 1999051933
[.....]	RECORD INFORMATION PER DEED VOL. 12661, PG. 2179
{.....}	RECORD INFORMATION PER DEED DOC. NO. 2021046636
((.....))	RECORD INFORMATION PER DEED VOL. 813, PG. 606
[[.....]]	RECORD INFORMATION PER DEED VOL. 3507, PG. 1793
{{.....}}	RECORD INFORMATION PER DEED DOC. NO. 1999014392
<.....>	RECORD INFORMATION PER DEED DOC. NO. 2008016879
<<.....>>	RECORD INFORMATION PER DEED DOC. NO. 2019171449
([.....])	RECORD INFORMATION PER DEED VOL. 11222, PG. 728
~.....~	RECORD INFORMATION PER DEED DOC. NO. 2015183255

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N27°39'49"E	50.00'
L2	N62°58'20"W	50.00'
L3	N27°39'49"E	50.00'

ALTA/NSPS LAND TITLE & TREE SURVEY OF 167.4247 ACRES OUT OF THE WILLIAM HINES SURVEY NO. 53 ABSTRACT NO. 345 City of Elgin ETJ Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

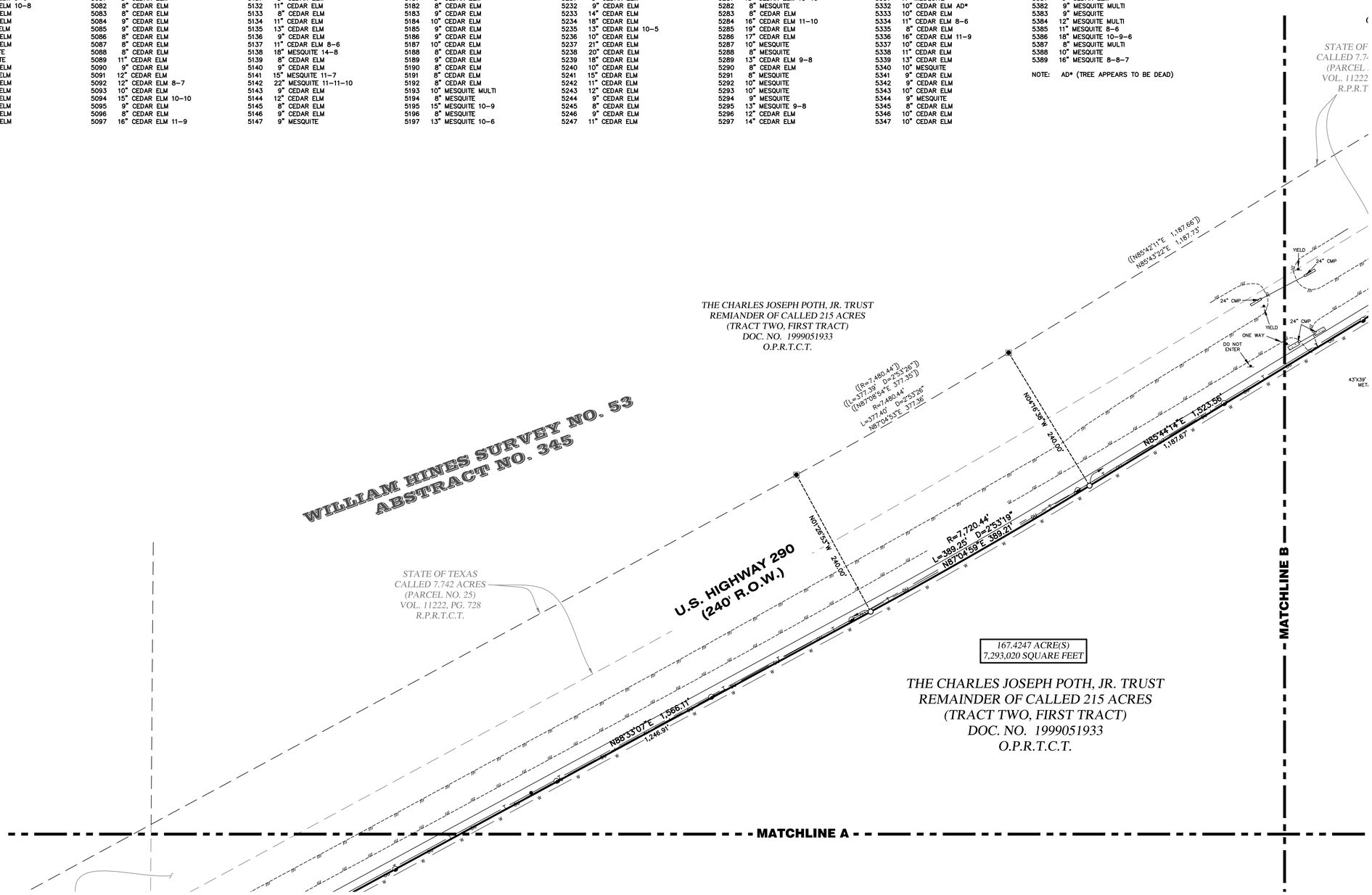
Date:	8/25/2022
Project:	01409
Scale:	1" = 80'
Reviewer:	FM
Tech:	TR
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	2 OF 5

P:\01409\Dwg\01409_Tree Survey.dwg

TREE LIST

NUMBER	DESCRIPTION
5000	8" CEDAR ELM
5001	9" CEDAR ELM
5002	10" CEDAR ELM
5003	10" CEDAR ELM
5004	8" CEDAR ELM
5005	8" CEDAR ELM
5006	10" CEDAR ELM
5007	13" CEDAR ELM
5008	9" CEDAR ELM
5009	12" CEDAR ELM
5010	11" CEDAR ELM
5011	25" CEDAR ELM 15-11-8
5012	9" CEDAR ELM
5013	16" CEDAR ELM 11-10
5014	14" CEDAR ELM
5015	10" CEDAR ELM
5016	8" CEDAR ELM
5017	8" CEDAR ELM
5018	8" CEDAR ELM
5019	10" CEDAR ELM
5020	13" CEDAR ELM
5021	10" CEDAR ELM
5022	10" CEDAR ELM
5023	10" CEDAR ELM
5024	12" CEDAR ELM
5025	16" CEDAR ELM 9-7-7
5026	13" CEDAR ELM
5027	11" CEDAR ELM
5028	13" CEDAR ELM 10-6
5029	13" CEDAR ELM
5030	10" CEDAR ELM
5031	10" CEDAR ELM 8-3
5032	14" CEDAR ELM 10-8
5033	9" CEDAR ELM
5034	8" CEDAR ELM
5035	11" CEDAR ELM
5036	9" CEDAR ELM
5037	8" CEDAR ELM
5038	13" MESQUITE
5039	22" MESQUITE
5040	9" CEDAR ELM
5041	9" CEDAR ELM
5042	8" CEDAR ELM
5043	16" CEDAR ELM
5044	14" CEDAR ELM
5045	14" CEDAR ELM
5046	8" CEDAR ELM
5047	8" CEDAR ELM
5048	13" CEDAR ELM
5049	11" CEDAR ELM
5050	8" CEDAR ELM
5051	10" CEDAR ELM
5052	8" CEDAR ELM
5053	10" CEDAR ELM
5054	8" CEDAR ELM
5055	9" CEDAR ELM
5056	10" CEDAR ELM
5057	9" CEDAR ELM
5058	10" CEDAR ELM
5059	8" CEDAR ELM
5060	8" CEDAR ELM
5061	8" CEDAR ELM
5062	9" CEDAR ELM
5063	16" CEDAR ELM
5064	11" CEDAR ELM 8-6
5065	8" CEDAR ELM
5066	12" CEDAR ELM
5067	9" CEDAR ELM
5068	13" CEDAR ELM
5069	14" CEDAR ELM 8-6-5
5070	8" CEDAR ELM
5071	13" CEDAR ELM 9-8
5072	9" CEDAR ELM
5073	8" CEDAR ELM
5074	9" CEDAR ELM
5075	9" CEDAR ELM
5076	8" CEDAR ELM
5077	11" CEDAR ELM
5078	9" CEDAR ELM
5079	8" CEDAR ELM
5080	8" CEDAR ELM
5081	8" CEDAR ELM
5082	8" CEDAR ELM
5083	8" CEDAR ELM
5084	9" CEDAR ELM
5085	9" CEDAR ELM
5086	8" CEDAR ELM
5087	8" CEDAR ELM
5088	8" CEDAR ELM
5089	11" CEDAR ELM
5090	9" CEDAR ELM
5091	12" CEDAR ELM
5092	12" CEDAR ELM 8-7
5093	10" CEDAR ELM
5094	15" CEDAR ELM 10-10
5095	9" CEDAR ELM
5096	8" CEDAR ELM
5097	16" CEDAR ELM 11-9
5098	8" CEDAR ELM
5099	8" CEDAR ELM
5100	8" CEDAR ELM
5101	10" CEDAR ELM
5102	8" CEDAR ELM
5103	11" CEDAR ELM
5104	13" CEDAR ELM
5105	10" CEDAR ELM
5106	20" CEDAR ELM
5107	12" CEDAR ELM
5108	8" CEDAR ELM
5109	14" CEDAR ELM
5110	10" CEDAR ELM
5111	8" CEDAR ELM
5112	8" CEDAR ELM
5113	9" CEDAR ELM
5114	8" CEDAR ELM
5115	8" CEDAR ELM
5116	8" CEDAR ELM
5117	8" CEDAR ELM
5118	9" CEDAR ELM
5119	9" CEDAR ELM
5120	11" CEDAR ELM
5121	8" CEDAR ELM
5122	8" CEDAR ELM
5123	8" CEDAR ELM
5124	8" CEDAR ELM
5125	8" CEDAR ELM
5126	10" CEDAR ELM
5127	8" CEDAR ELM
5128	8" CEDAR ELM
5129	10" MESQUITE
5130	9" CEDAR ELM
5131	8" CEDAR ELM
5132	11" CEDAR ELM
5133	8" CEDAR ELM
5134	11" CEDAR ELM
5135	13" CEDAR ELM
5136	9" CEDAR ELM
5137	11" CEDAR ELM 8-6
5138	18" MESQUITE 14-8
5139	8" CEDAR ELM
5140	9" CEDAR ELM
5141	15" MESQUITE 11-7
5142	22" MESQUITE 11-11-10
5143	9" CEDAR ELM
5144	12" CEDAR ELM
5145	8" CEDAR ELM
5146	9" CEDAR ELM
5147	9" MESQUITE
5148	20" MESQUITE 12-8-7
5149	15" MESQUITE 9-6-6
5150	16" MESQUITE 10-6-6
5151	14" MESQUITE 9-5-5
5152	11" CEDAR ELM
5153	14" CEDAR ELM 11-6
5154	9" CEDAR ELM
5155	9" CEDAR ELM
5156	9" CEDAR ELM
5157	10" CEDAR ELM
5158	10" CEDAR ELM
5159	11" CEDAR ELM
5160	8" CEDAR ELM
5161	10" CEDAR ELM
5162	8" CEDAR ELM
5163	9" CEDAR ELM
5164	11" CEDAR ELM
5165	8" CEDAR ELM
5166	8" MESQUITE
5167	8" CEDAR ELM
5168	11" CEDAR ELM
5169	11" CEDAR ELM
5170	11" CEDAR ELM
5171	17" CEDAR ELM 12-9
5172	9" CEDAR ELM
5173	8" CEDAR ELM
5174	10" MESQUITE
5175	8" MESQUITE
5176	9" MESQUITE
5177	10" CEDAR ELM
5178	9" CEDAR ELM
5179	9" MESQUITE
5180	11" CEDAR ELM
5181	8" CEDAR ELM
5182	8" CEDAR ELM
5183	9" CEDAR ELM
5184	10" CEDAR ELM
5185	9" CEDAR ELM
5186	9" CEDAR ELM
5187	10" CEDAR ELM
5188	8" CEDAR ELM
5189	9" CEDAR ELM
5190	8" CEDAR ELM
5191	8" CEDAR ELM
5192	8" CEDAR ELM
5193	10" MESQUITE MULTI
5194	8" MESQUITE
5195	15" MESQUITE 10-9
5196	8" MESQUITE
5197	13" MESQUITE 10-6
5198	12" MESQUITE 8-8
5199	8" MESQUITE
5200	13" MESQUITE 9-7
5201	8" CEDAR ELM
5202	8" MESQUITE
5203	8" MESQUITE
5204	11" CEDAR ELM
5205	10" CEDAR ELM
5206	9" CEDAR ELM
5207	13" CEDAR ELM 10-5
5208	8" CEDAR ELM
5209	8" CEDAR ELM
5210	9" CEDAR ELM
5211	8" CEDAR ELM
5212	12" CEDAR ELM 8-7
5213	10" CEDAR ELM
5214	8" CEDAR ELM
5215	8" CEDAR ELM
5216	8" CEDAR ELM
5217	8" CEDAR ELM
5218	19" CEDAR ELM 13-11
5219	9" CEDAR ELM
5220	11" CEDAR ELM
5221	15" CEDAR ELM 10-9
5222	11" CEDAR ELM
5223	8" CEDAR ELM
5224	8" CEDAR ELM
5225	12" CEDAR ELM
5226	11" CEDAR ELM
5227	17" CEDAR ELM 12-10
5228	10" CEDAR ELM
5229	9" CEDAR ELM
5230	8" CEDAR ELM
5231	8" CEDAR ELM
5232	9" CEDAR ELM
5233	14" CEDAR ELM
5234	18" CEDAR ELM
5235	13" CEDAR ELM 10-5
5236	10" CEDAR ELM
5237	21" CEDAR ELM
5238	20" CEDAR ELM
5239	18" CEDAR ELM
5240	10" CEDAR ELM
5241	15" CEDAR ELM
5242	11" CEDAR ELM
5243	12" CEDAR ELM
5244	9" CEDAR ELM
5245	8" CEDAR ELM
5246	9" CEDAR ELM
5247	11" CEDAR ELM
5248	13" CEDAR ELM
5249	8" CEDAR ELM
5250	12" CEDAR ELM
5251	12" CEDAR ELM
5252	8" CEDAR ELM
5253	8" CEDAR ELM
5254	9" CEDAR ELM
5255	12" CEDAR ELM
5256	8" CEDAR ELM
5257	16" CEDAR ELM
5258	11" CEDAR ELM
5259	9" CEDAR ELM
5260	11" CEDAR ELM
5261	9" CEDAR ELM
5262	12" CEDAR ELM
5263	10" CEDAR ELM
5264	13" CEDAR ELM
5265	13" CEDAR ELM
5266	10" CEDAR ELM
5267	12" CEDAR ELM
5268	14" CEDAR ELM
5269	17" CEDAR ELM
5270	14" CEDAR ELM
5271	13" CEDAR ELM
5272	11" CEDAR ELM
5273	9" CEDAR ELM
5274	14" CEDAR ELM
5275	10" CEDAR ELM
5276	8" CEDAR ELM
5277	8" CEDAR ELM
5278	10" CEDAR ELM
5279	8" CEDAR ELM
5280	11" CEDAR ELM
5281	18" CEDAR ELM 13-10
5282	8" MESQUITE
5283	8" CEDAR ELM
5284	16" CEDAR ELM 11-10
5285	19" CEDAR ELM
5286	17" CEDAR ELM
5287	10" MESQUITE
5288	8" MESQUITE
5289	13" CEDAR ELM 9-8
5290	8" CEDAR ELM
5291	8" MESQUITE
5292	10" MESQUITE
5293	10" MESQUITE
5294	9" MESQUITE
5295	13" MESQUITE 9-8
5296	12" CEDAR ELM
5297	14" CEDAR ELM
5298	12" MESQUITE 8-8
5299	11" CEDAR ELM
5300	11" CEDAR ELM
5301	9" CEDAR ELM
5302	13" CEDAR ELM
5303	10" CEDAR ELM
5304	11" CEDAR ELM
5305	9" CEDAR ELM
5306	8" CEDAR ELM MULTI
5307	8" MESQUITE
5308	8" MESQUITE
5309	9" CEDAR ELM
5310	20" MESQUITE 14-11
5311	13" CEDAR ELM
5312	11" CEDAR ELM
5313	12" CEDAR ELM 8-8
5314	8" CEDAR ELM
5315	10" CEDAR ELM
5316	10" CEDAR ELM
5317	10" CEDAR ELM
5318	10" CEDAR ELM
5319	16" MESQUITE 11-9
5320	17" MESQUITE 9-9-7
5321	8" MESQUITE
5322	9" CEDAR ELM
5323	8" CEDAR ELM
5324	12" CEDAR ELM
5325	12" CEDAR ELM AD*
5326	10" CEDAR ELM
5327	11" CEDAR ELM
5328	8" CEDAR ELM
5329	8" CEDAR ELM
5330	13" MESQUITE 9-8
5331	11" MESQUITE
5332	10" CEDAR ELM AD*
5333	10" CEDAR ELM
5334	11" CEDAR ELM 8-6
5335	8" CEDAR ELM
5336	16" CEDAR ELM 11-9
5337	10" CEDAR ELM
5338	11" CEDAR ELM
5339	13" CEDAR ELM
5340	10" MESQUITE
5341	9" CEDAR ELM
5342	9" CEDAR ELM
5343	10" CEDAR ELM
5344	9" MESQUITE
5345	8" CEDAR ELM
5346	10" CEDAR ELM
5347	10" CEDAR ELM
5348	8" CEDAR ELM
5349	8" CEDAR ELM
5350	9" CEDAR ELM
5351	9" CEDAR ELM
5352	13" CEDAR ELM 9-8
5353	8" CEDAR ELM
5354	9" CEDAR ELM
5355	13" CEDAR ELM
5356	17" CEDAR ELM 13-8
5357	8" CEDAR ELM
5358	8" CEDAR ELM
5359	8" CEDAR ELM
5360	10" CEDAR ELM
5361	8" CEDAR ELM
5362	8" CEDAR ELM
5363	9" CEDAR ELM
5364	8" CEDAR ELM
5365	9" CEDAR ELM
5366	9" CEDAR ELM
5367	9" CEDAR ELM
5368	8" CEDAR ELM
5369	9" CEDAR ELM
5370	9" MESQUITE
5371	10" CEDAR ELM
5372	9" CEDAR ELM
5373	8" CEDAR ELM
5374	9" CEDAR ELM
5375	11" CEDAR ELM
5376	8" CEDAR ELM
5377	14" MESQUITE 11-5
5378	13" MESQUITE 10-6
5379	12" CEDAR ELM
5380	8" CEDAR ELM
5381	9" CEDAR ELM
5382	9" MESQUITE MULTI
5383	9" MESQUITE
5384	12" MESQUITE MULTI
5385	11" MESQUITE 8-6
5386	18" MESQUITE 10-9-6
5387	8" MESQUITE MULTI
5388	10" MESQUITE
5389	16" MESQUITE 8-8-7

NOTE: AD* (TREE APPEARS TO BE DEAD)



167.4247 ACRE(S)
7,293,020 SQUARE FEET

THE CHARLES JOSEPH POTH, JR. TRUST
REMAINDER OF CALLED 215 ACRES
(TRACT TWO, FIRST TRACT)
DOC. NO. 1999051933
O.P.R.T.C.T.

0 80 160
40 120
GRAPHIC SCALE: 1" = 80'

LEGEND

	PROPERTY LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
	CALCULATED POINT
	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
	1/2" IRON ROD FOUND (UNLESS NOTED)
	1/2" IRON PIPE FOUND (UNLESS NOTED)
	IRON ROD WITH "BGE INC." CAP FOUND (UNLESS NOTED)
	TXDOT TYPE I CONCRETE MONUMENT FOUND (UNLESS NOTED)
	SURVEY CONTROL POINT
	ELECTRIC JUNCTION BOX
	BOLLARD POST (UNLESS NOTED)
	FIRE HYDRANT
	MAILBOX
	TELECOMMUNICATIONS PEDESTAL
	TELECOMMUNICATIONS BOX
	WATER VALVE
	SIGN (AS NOTED)
	POWER/UTILITY POLE
	GUY ANCHOR
	TELECOMMUNICATIONS POST
	STOP SIGN
	EDGE OF ASPHALT
x	WIRE FENCE
oo	CHAIN LINK FENCE
I	METAL FENCE
OU	OVERHEAD UTILITY
SS	STORM SEWER LINE
T	UNDERGROUND TELECOMMUNICATIONS
W	WATER LINE
	CONCRETE
	BUILDING
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
P.O.B.	POINT OF BEGINNING
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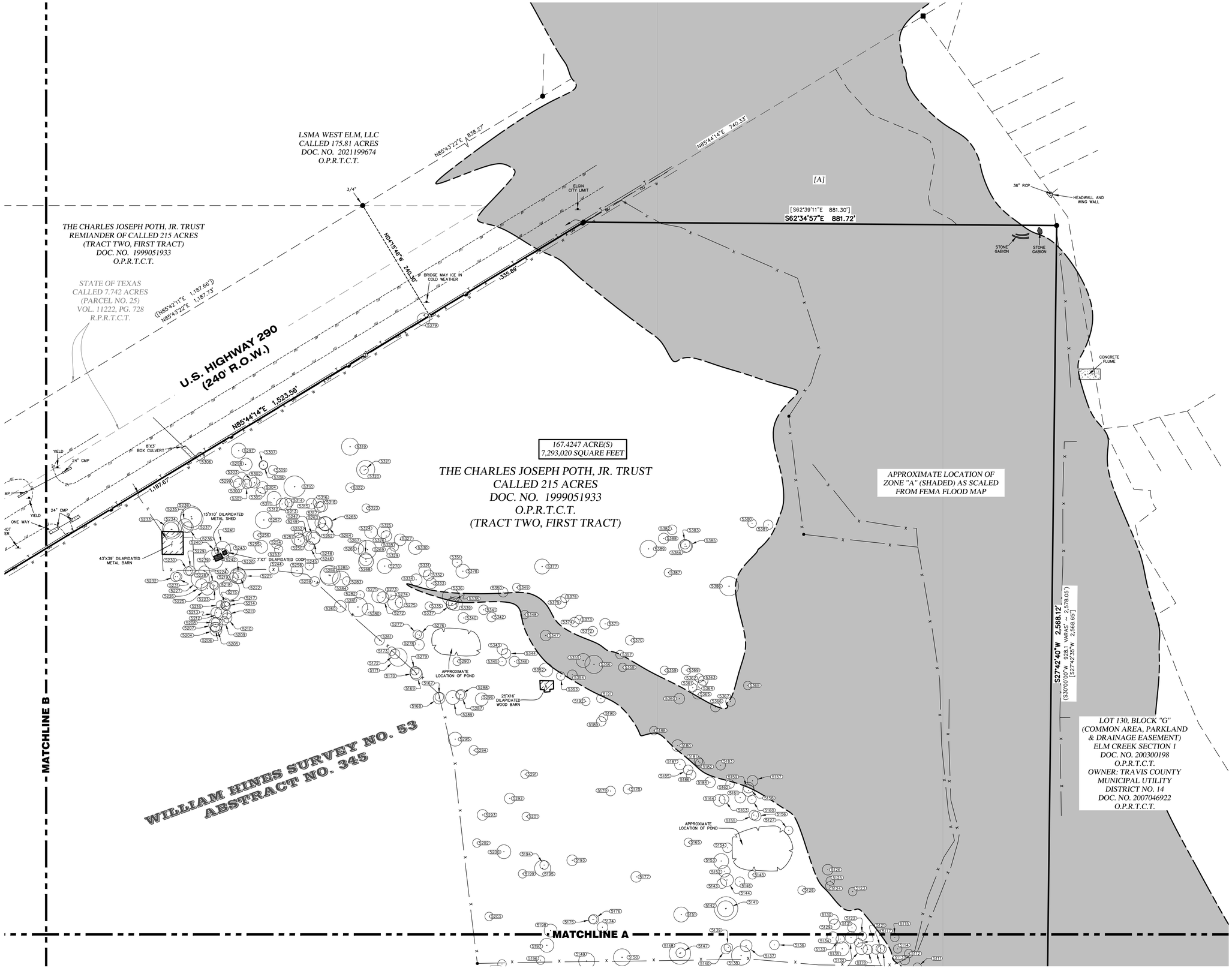

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	PROPERTY LINE
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	EXISTING EASEMENTS
△	CALCULATED POINT
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
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⊙	1/2" IRON PIPE FOUND (UNLESS NOTED)
◉	IRON ROD WITH "BGE INC." CAP FOUND (UNLESS NOTED)
■	TXDOT TYPE I CONCRETE MONUMENT FOUND (UNLESS NOTED)
	SURVEY CONTROL POINT
E	ELECTRIC JUNCTION BOX
●	BOLLARD POST (UNLESS NOTED)
	FIRE HYDRANT
M	MAILBOX
T	TELECOMMUNICATIONS PEDESTAL
T	TELECOMMUNICATIONS BOX
	WATER VALVE
	SIGN (AS NOTED)
	POWER/UTILITY POLE
	GUY ANCHOR
	TELECOMMUNICATIONS POST
	STOP SIGN
	EDGE OF ASPHALT
X	WIRE FENCE
OO	CHAIN LINK FENCE
I	METAL FENCE
OU	OVERHEAD UTILITY
SS	STORM SEWER LINE
T	UNDERGROUND TELECOMMUNICATIONS
W	WATER LINE
	CONCRETE
	BUILDING
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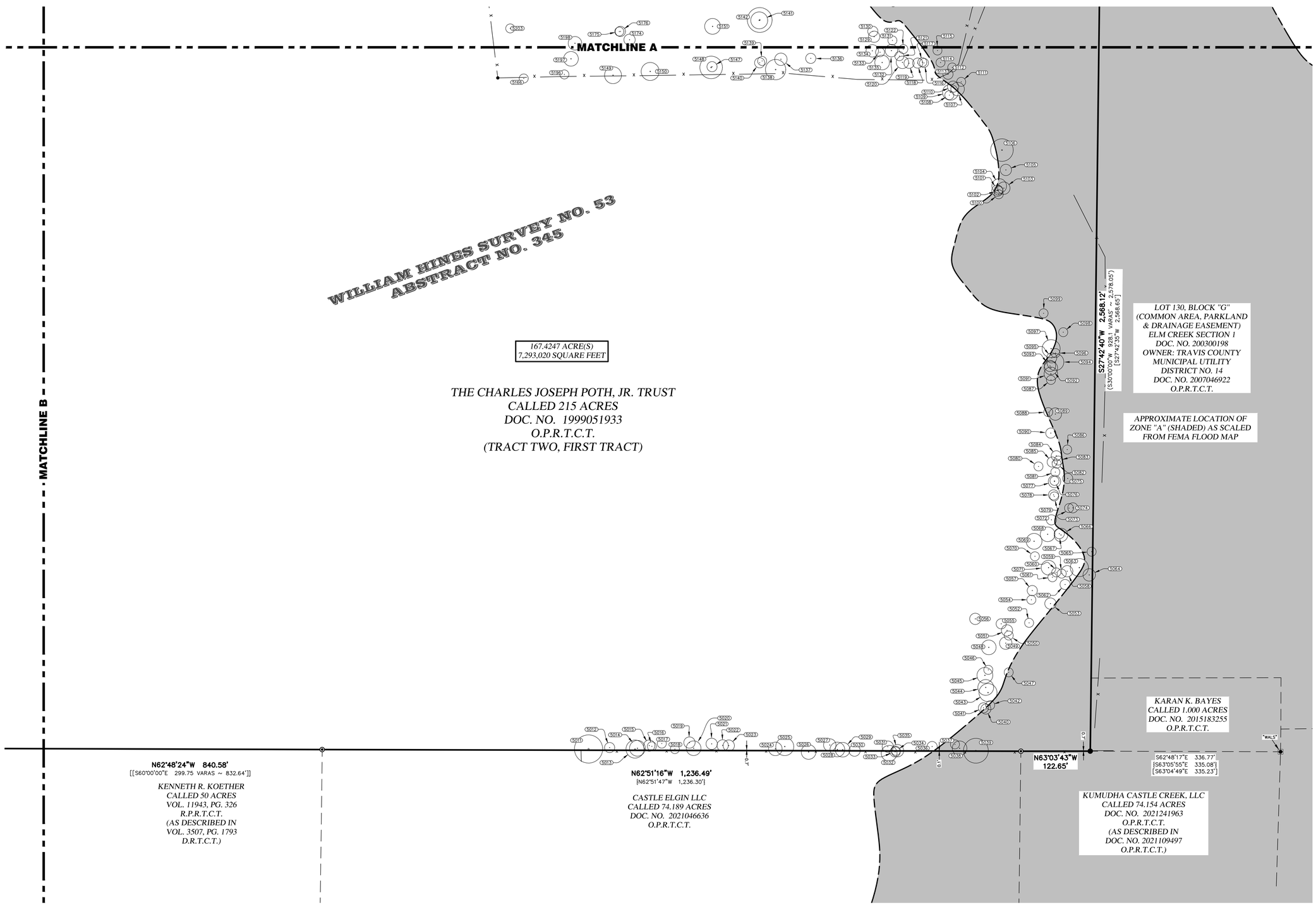

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	PROPERTY LINE
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△	CALCULATED POINT
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
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	SURVEY CONTROL POINT
	ELECTRIC JUNCTION BOX
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	FIRE HYDRANT
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	TELECOMMUNICATIONS PEDESTAL
	TELECOMMUNICATIONS BOX
	WATER VALVE
	SIGN (AS NOTED)
	POWER/UTILITY POLE
	GUY ANCHOR
	TELECOMMUNICATIONS POST
	STOP SIGN
	EDGE OF ASPHALT
— x —	WIRE FENCE
— oo —	CHAIN LINK FENCE
— I —	METAL FENCE
— OU —	OVERHEAD UTILITY
— SS —	STORM SEWER LINE
— T —	UNDERGROUND TELECOMMUNICATIONS
— W —	WATER LINE
	CONCRETE
	BUILDING
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DEED DOC. NO. 1999051933
[.....]	RECORD INFORMATION PER DEED VOL. 12661, PG. 2179
{.....}	RECORD INFORMATION PER DEED DOC. NO. 2021046636
((.....))	RECORD INFORMATION PER DEED VOL. 813, PG. 606
[[.....]]	RECORD INFORMATION PER DEED VOL. 3507, PG. 1793
{{.....}}	RECORD INFORMATION PER DEED DOC. NO. 1999014392
<.....>	RECORD INFORMATION PER DEED DOC. NO. 2008016879
<<.....>>	RECORD INFORMATION PER DEED DOC. NO. 2019171449
([.....])	RECORD INFORMATION PER DEED VOL. 11222, PG. 728
"....."	RECORD INFORMATION PER DEED DOC. NO. 2015183255

ALTA/NSPS LAND TITLE & TREE SURVEY OF 167.4247 ACRES OUT OF THE WILLIAM HINES SURVEY NO. 53 ABSTRACT NO. 345 City of Elgin ETJ Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	8/25/2022
Project:	01409
Scale:	1" = 80'
Reviewer:	FM
Tech:	TR
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	5 OF 5

P:\01409\Dwg\01409_Tree Survey.dwg

EXHIBIT "_A-3_"

(Annex Tract – Public Safety Site)
William Hines Survey No. 53, Abstract No. 345

PO Box 90876
Austin, TX 78709
512.554.3371
fperez@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 1.9904 ACRES (86,702 SQUARE FEET) OUT OF THE WILLIAM HINES SURVEY NO. 53, ABSTRACT NO. 345 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 167.4247 ACRE TRACT CONVEYED TO AUSTIN GATEWAY LLC IN DOCUMENT NO. 2022130138 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 1.9904 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod found in the south right-of-way line of said U.S. Highway 290 (240' Right-of-way), being an angle point in the north line of said Austin Gateway tract, and being the northwest corner of a called 2.358 acre tract conveyed to Jaime and Norma Gutierrez in Document No. 2019137719 (O.P.R.T.C.T.), for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the south right-of-way line of said U.S. Highway 290, with the common line of said Austin Gateway tract and said Gutierrez tract, **S62°34'57"E**, a distance of **285.25** feet to a calculated point for the easterly most corner hereof, from which a 1/2-inch iron rod found for the northeast corner of said Austin Gateway tract, and being an ell-corner in the west line of Lot 130, Block G (Common Area, Parkland & Drainage Easement) of the Elm Creek Section 1, a subdivision in Travis County, Texas, according to the map or plat recorded in Document No. 200300198 (O.P.R.T.C.T.) bears, S62°34'57"E, a distance of 596.47 feet;

THENCE, leaving the common line of said Austin Gateway tract and said Gutierrez tract, over and across said Austin Gateway tract, the following nine (9) courses and distances:

1) **S27°25'03"W**, a distance of **282.43** feet to a calculated point for the southerly most corner hereof,
2) **N59°12'35"W**, a distance of **79.23** feet to a calculated point for an angle point hereof,
3) **N57°28'02"W**, a distance of **130.91** feet to a calculated point for a non-tangent point of curvature hereof,
4) Along the arc of a curve to the left, whose radius is **50.00** feet, whose arc length is **83.21** feet and whose chord bears **N24°35'49"W**, a distance of **73.93** feet to a calculated point for a point of reverse compound curvature hereof,
5) Along the arc of a curve to the right, whose radius is **15.00** feet, whose arc length is **10.40** feet and whose chord bears **N52°24'47"W**, a distance of **10.19** feet to a calculated point for an angle point hereof,
6) **N32°33'20"W**, a distance of **65.87** feet to a calculated point for a point of curvature hereof,
7) Along the arc of a curve to the right, whose radius is **14.93** feet, whose arc length is **22.48** feet and whose chord bears **N10°19'02"E**, a distance of **20.41** feet to a calculated point for a point of reverse compound curvature hereof,
8) Along the arc of a curve to the left, whose radius is **60.00** feet, whose arc length is **121.71** feet and whose chord bears **N04°23'00"W**, a distance of **101.89** feet to a calculated point for an angle point hereof, and
9) **N27°30'14"E**, a distance of **12.32** feet to a calculated point for the northwest corner hereof, said point being in the south right-of-way line of said U.S. Highway 290, and being in the north line of said Austin Gateway tract;

THENCE, with the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, **N85°44'14"E**, a distance of **128.36** feet to the **POINT OF BEGINNING** and containing 1.9904 Acres (86,702 Square Feet) of land, more or less.

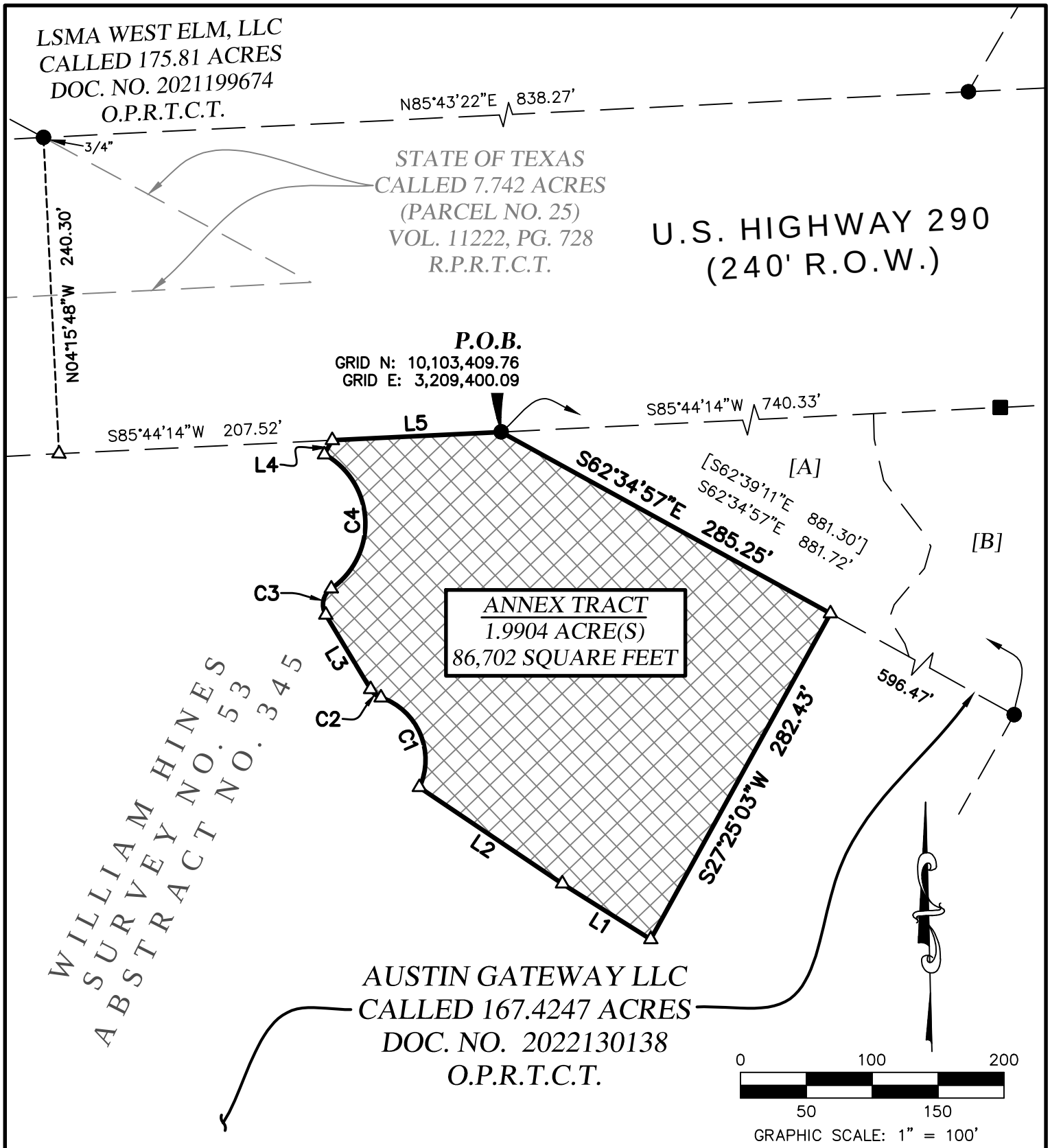
Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000078366113. See attached sketch (reference drawing: 01409_Public Safety.dwg.)

6/20/2024

Fernando Perez, RPLS #7041
4Ward Land Surveying, LLC

STATE OF TEXAS
REGISTERED
FERNANDO PEREZ
7041
PROFESSIONAL
LAND SURVEYOR



1.9904 ACRES
ANNEX TRACT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	6/20/2024
Project:	01409
Scale:	1" = 100'
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	1 OF 2

P:\01409\Dwg\01409 Public Safety.dwg

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	50.00'	83.21'	95°20'50"	N24°35'49"W	73.93'
C2	15.00'	10.40'	39°42'54"	N52°24'47"W	10.19'
C3	14.93'	22.48'	86°17'06"	N10°19'02"E	20.41'
C4	60.00'	121.71'	116°13'33"	N04°23'00"W	101.89'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N59°12'35"W	79.23'
L2	N57°28'02"W	130.91'
L3	N32°33'20"W	65.87'
L4	N27°30'14"E	12.32'
L5	N85°44'14"E	128.36'

LEGEND

▬▬▬	PROPERTY LINE
— —— —	EXISTING PROPERTY LINES
△	CALCULATED POINT
●	1/2" IRON ROD FOUND (UNLESS NOTED)
■	TXDOT TYPE I CONCRETE MONUMENT FOUND (UNLESS NOTED)
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
[.....]	RECORD INFORMATION PER DEED VOL. 12661, PG. 2179

TCAD PARCEL ID # 237109
CITY GRID # Y29 , Z29

[A]
JAIME & NORMA R. GUTIERREZ
CALLED 2.358 ACRES
DOC. NO. 2019137719
O.P.R.T.C.T.
(REMAINDER OF
CALLED 247.49 ACRES
AS DESCRIBED IN
VOL. 12661, PG. 2179
R.P.R.T.C.T.)

[B]
LOT 130, BLOCK G
(COMMON AREA, PARKLAND
& DRAINAGE EASEMENT)
ELM CREEK SECTION 1
DOC. NO. 200300198
O.P.R.T.C.T.

NOTES:

1) 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 1.000078366113.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION

6/20/2024

STATE OF TEXAS
REGISTERED
FERNANDO D. PEREZ
7041
PROFESSIONAL
LAND SURVEYOR

1.9904 ACRES
ANNEX TRACT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	6/20/2024
Project:	01409
Scale:	N/A
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	2 OF 2

EXHIBIT " A-4 "

(Annex Tract)
William Hines Survey No. 53, Abstract No. 345

PO Box 90876
Austin, TX 78709
512.554.3371
fperez@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 54.2823 ACRES (2,364,538 SQUARE FEET) OUT OF THE WILLIAM HINES SURVEY NO. 53, ABSTRACT NO. 345 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 167.4247 ACRE TRACT CONVEYED TO AUSTIN GATEWAY LLC IN DOCUMENT NO. 2022130138 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 54.2823 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with "4Ward Boundary" cap set at the intersection of the east right-of-way line of Albert Voelker Road (60' Right-of-way) with the south right-of-way line of U.S. Highway 290 (240' Right-of-way), and being the northwest corner of said Austin Gateway tract, for the northwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod found at the intersection of the west right-of-way line of said Albert Voelker Road with the south right-of-way line of said U.S. Highway 290, and being the northeast corner of a called 10.046 acre tract conveyed to Manor Truck Stop, LLC in Document No. 2008016879 (O.P.R.T.C.T.) bears, S88°33'07"W, a distance of 68.25 feet;

THENCE, with the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, the following three (3) courses and distances:

1) **N88°33'07"E**, a distance of **1,566.11** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for a point of curvature hereof,
2) Along the arc of a curve to the left, whose radius is **7,720.44** feet, whose arc length is **389.25** feet and whose chord bears **N87°04'59"E**, a distance of **389.21** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for a point of tangency hereof, and
3) **N85°44'14"E**, a distance of **686.07** feet to a calculated point for the northeast corner hereof, from which a 1/2-inch iron rod found in the south right-of-way line of said U.S. Highway 290, being an angle point in the north line of said Austin Gateway tract, and being the northwest corner of a called 2.358 acre tract conveyed to Jaime and Norma Gutierrez in Document No. 2019137719 (O.P.R.T.C.T.) bears, N85°44'14"E, a distance of 837.49 feet;

THENCE, leaving the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, over and across said Austin Gateway tract, the following twenty (20) courses and distances:

1) **S01°36'53"E**, a distance of **166.01** feet to a calculated point for an angle point hereof,
2) **S54°41'24"E**, a distance of **161.83** feet to a calculated point for an angle point hereof,
3) **S03°24'20"E**, a distance of **219.18** feet to a calculated point for a non-tangent point of curvature hereof,
4) Along the arc of a curve to the right, whose radius is **565.00** feet, whose arc length is **258.59** feet and whose chord bears **N84°58'37"W**, a distance of **256.34** feet to a calculated point for an angle point hereof,
5) **N68°58'42"W**, a distance of **137.22** feet to a calculated point for an angle point hereof,
6) **S20°00'22"W**, a distance of **60.01** feet to a calculated point for an angle point hereof,
7) **N68°58'42"W**, a distance of **152.02** feet to a calculated point for a point of curvature hereof,
8) Along the arc of a curve to the left, whose radius is **324.70** feet, whose arc length is **126.40** feet and whose chord bears **N80°07'48"W**, a distance of **125.60** feet to a calculated point for a point of tangency hereof,

9) **S88°33’07”W**, a distance of **733.60** feet to a calculated point for an angle point hereof,
10) **S01°32’33”E**, a distance of **352.90** feet to a calculated point for a point of curvature hereof,
11) Along the arc of a curve to the left, whose radius is **645.00** feet, whose arc length is **165.95** feet and whose chord bears **S08°54’48”E**, a distance of **165.49** feet to a calculated point for a point of curvature hereof,
12) **S16°17’02”E**, a distance of **269.11** feet to a calculated point for an angle point hereof,
13) **S21°32’30”E**, a distance of **60.00** feet to a calculated point for an angle point hereof,
14) **S68°27’30”W**, a distance of **333.73** feet to a calculated point for a point of curvature hereof,
15) Along the arc of a curve to the right, whose radius is **780.00** feet, whose arc length is **661.20** feet and whose chord bears **N87°15’25”W**, a distance of **641.58** feet to a calculated point for a point of tangency hereof,
16) **N62°58’20”W**, a distance of **601.43** feet to a calculated point for a point of curvature hereof,
17) Along the arc of a curve to the right, whose radius is **780.00** feet, whose arc length is **153.15** feet and whose chord bears **N57°20’50”W**, a distance of **152.91** feet to a calculated point for a point of tangency hereof,
18) **N51°43’20”W**, a distance of **134.17** feet to a calculated point for a point of curvature hereof,
19) Along the arc of a curve to the left, whose radius is **720.00** feet, whose arc length is **141.37** feet and whose chord bears **N57°20’50”W**, a distance of **141.14** feet to a calculated point for a point of tangency hereof, and
20) **N62°58’20”W**, a distance of **40.83** feet to a calculated point for the southwest corner hereof, said point being in the east right-of-way line of said Albert Voelker Road, and being in the west line of said Austin Gateway tract, from which a 1/2-inch iron rod found in the east right-of-way line of said Albert Voelker Road, being the northwest corner of the remainder of a called 24.063 acre tract conveyed to H&T Utilities LC in Document No. 1999014392 (O.P.R.T.C.T.), and being the southwest corner of a lease tract agreement with Cellular One as described in Document No. 2000014594 (O.P.R.T.C.T.) bears, S27°39’49”W, passing at a distance of 15.00 feet a 1/2-inch iron rod with “4Ward-Boundary” cap set for the common west corner of said Austin Gateway tract and said Cellular One lease tract, and continuing for a total distance of 65.00 feet;

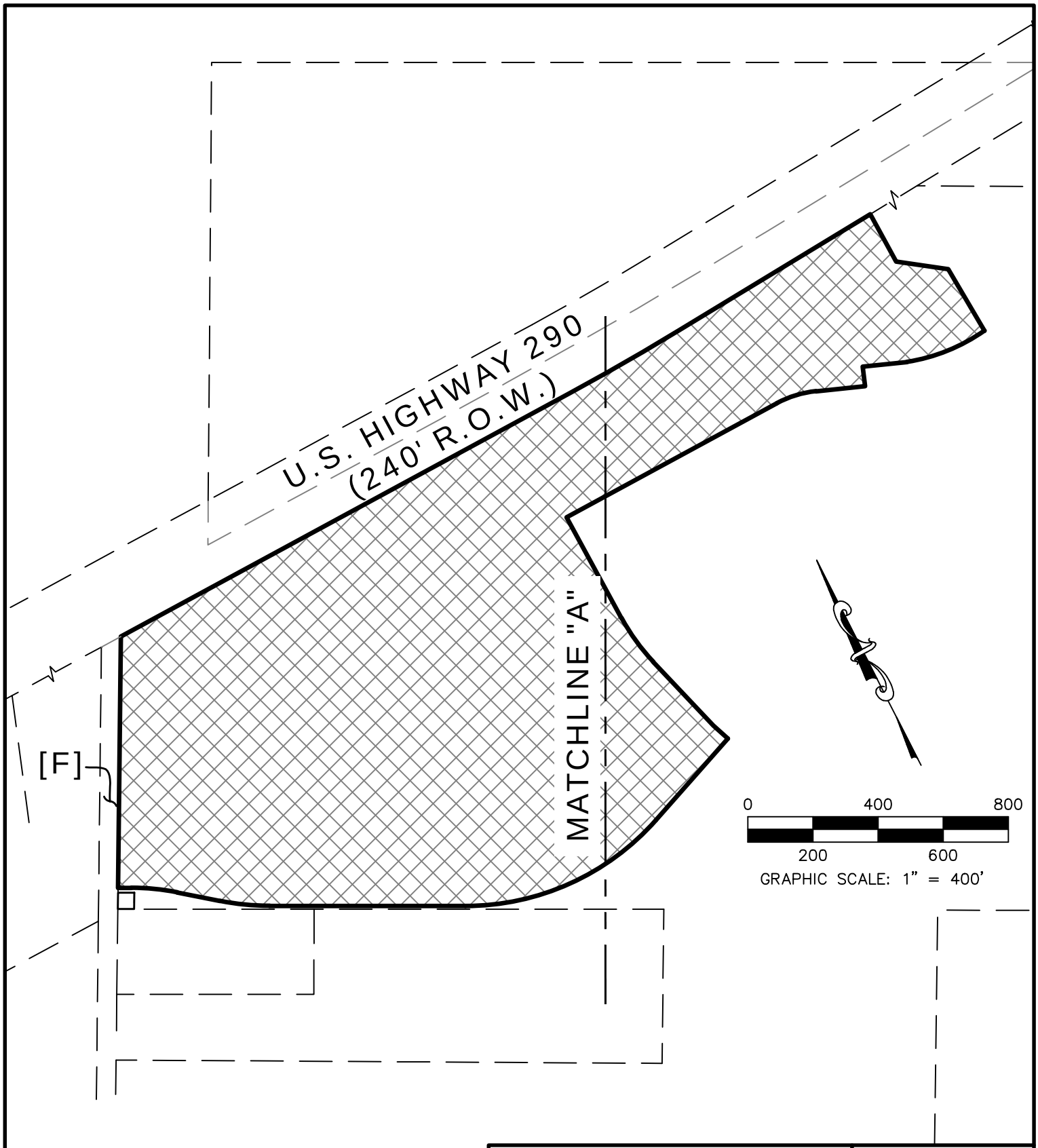
THENCE, with the east right-of-way line of said Albert Voelker Road and the west line of said Austin Gateway tract, **N27°39’49”E**, a distance of **771.93** feet to the **POINT OF BEGINNING** and containing 54.2823 Acres (2,364,538 Square Feet) of land, more or less.

Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000078366113. See attached sketch (reference drawing: 01409_Overall Annex Tract 1.dwg.)

7/16/2024
Fernando Perez, RPLS #7041
4Ward Land Surveying, LLC

STATE OF TEXAS
REGISTERED
FERNANDO PEREZ
7041
PROFESSIONAL
LAND SURVEYOR

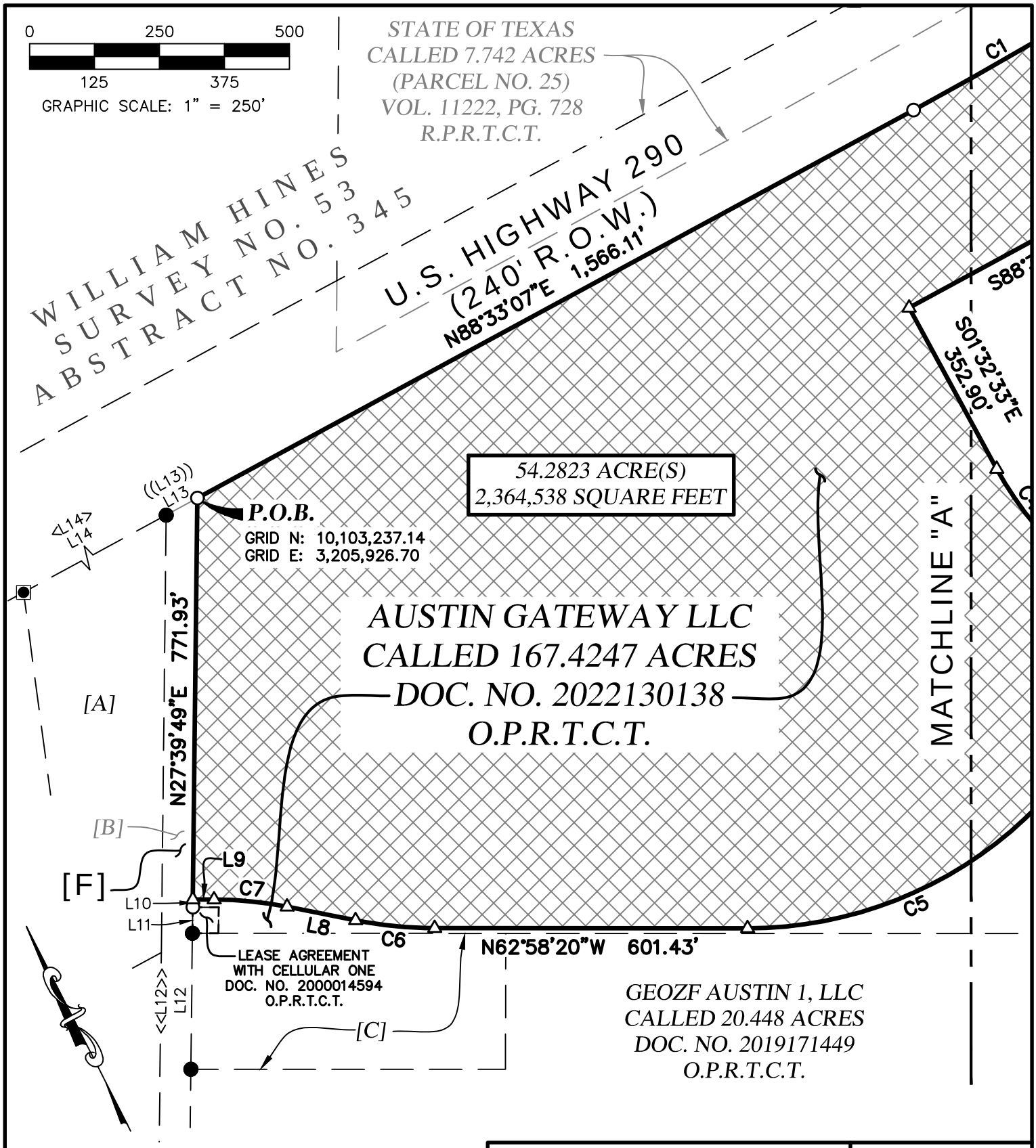


54.2823 ACRES
ANNEX TRACT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	1" = 400'
Reviewer:	FP
Tech:	FP
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	1 OF 4

P:\01409\Dwg\01409_Overall Annex TRact.dwg

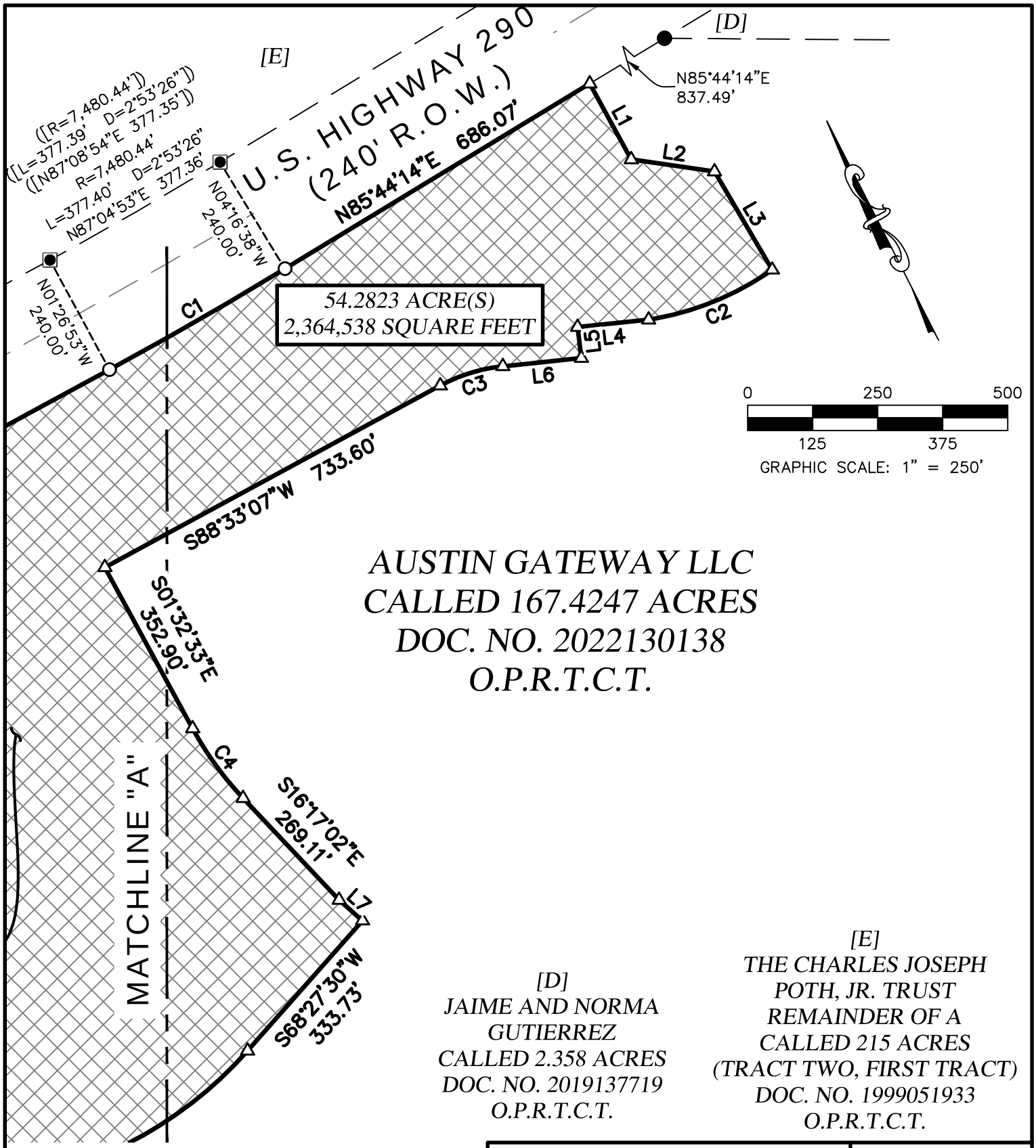


54.2823 ACRES
ANNEX TRACT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	1" = 250'
Reviewer:	FP
Tech:	FP
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	2 OF 4

P:\01409\Dwg\01409_Overall Annex 1 20 of 1346



54.2823 ACRES
ANNEX TRACT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	1" = 250'
Reviewer:	FP
Tech:	FP
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	3 OF 4

P:\01409\Dwg\01409_Overall Annex Tract.dwg

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	7,720.44'	389.25'	2°53'19"	N87°04'59"E	389.21'
C2	565.00'	258.59'	26°13'26"	N84°58'37"W	256.34'
C3	324.70'	126.40'	22°18'14"	N80°07'48"W	125.60'
C4	645.00'	165.95'	14°44'29"	S08°54'48"E	165.49'
C5	780.00'	661.20'	48°34'09"	N87°15'25"W	641.58'
C6	780.00'	153.15'	11°15'00"	N57°20'50"W	152.91'
C7	720.00'	141.37'	11°15'00"	N57°20'50"W	141.14'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S01°36'53"E	166.01'
L2	S54°41'24"E	161.83'
L3	S03°24'20"E	219.18'
L4	N68°58'42"W	137.22'
L5	S20°00'22"W	60.01'
L6	N68°58'42"W	152.02'
L7	S21°32'30"E	60.00'
L8	N51°43'20"W	134.17'
L9	N62°58'20"W	40.83'
L10	S27°39'49"W	15.00'
L11	S27°39'49"W	50.00'
L12	S27°39'49"W	261.62'

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
<<L12>>	S30°08'59"W	261.68'
((L13))	S88°28'00"W	68.25'
<L14>	S88°35'37"W	660.00'

[C]
H & T UTILITIES LC
REMAINDER OF CALLED
24.063 ACRES
DOC. NO. 1999014392
O.P.R.T.C.T.

[F]
ALBERT
VOELKER ROAD
(60' R.O.W.)

[A]
MANOR TRUCK STOP, LLC
CALLED 10.046 ACRES
DOC. NO. 2008016879
O.P.R.T.C.T.

[B]
TRAVIS COUNTY, TEXAS
CALLED 1.12 ACRES
VOL. 813, PG. 606
D.R.T.C.T.

LEGEND

▬▬▬	BOUNDARY LINE
— —— —	EXISTING PROPERTY LINES
△	CALCULATED POINT
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
◙	IRON ROD WITH "ILLEGIBLE" CAP FOUND (UNLESS NOTED)
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
((.....))	RECORD INFORMATION PER DEED VOL. 813, PG. 606
<.....>	RECORD INFORMATION PER DEED DOC. NO. 2008016879
<<.....>>	RECORD INFORMATION PER DEED DOC. NO. 2019171449
([.....])	RECORD INFORMATION PER DEED VOL. 11222, PG. 728

TCAD PARCEL ID # 237109
CITY GRID # Y29 , Z29

NOTES:

1) 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 1.000078366113.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION

7/16/2024

STATE OF TEXAS
REGISTERED
FERNANDO D. PEREZ
7041
PROFESSIONAL
LAND SURVEYOR

54.2823 ACRES
ANNEX TRACT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	N/A
Reviewer:	FP
Tech:	FP
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	4 OF 4

P:\01409\Dwg\01409_Overall Area1.dwg 7/16/2024

EXHIBIT " A-4A "

(Annex Tract –Commercial Pod A)
William Hines Survey No. 53, Abstract No. 345

PO Box 90876
Austin, TX 78709
512.554.3371
fperez@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 10.2093 ACRES (444,717 SQUARE FEET) OUT OF THE WILLIAM HINES SURVEY NO. 53, ABSTRACT NO. 345 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 167.4247 ACRE TRACT CONVEYED TO AUSTIN GATEWAY LLC IN DOCUMENT NO. 2022130138 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 10.2093 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2-inch iron rod with "4Ward Boundary" cap set at the intersection of the east right-of-way line of Albert Voelker Road (60' Right-of-way) with the south right-of-way line of U.S. Highway 290 (240' Right-of-way), and being the northwest corner of said Austin Gateway tract, for the **POINT OF COMMENCEMENT** hereof, from which a 1/2-inch iron rod found at the intersection of the west right-of-way line of said Albert Voelker Road with the south right-of-way line of said U.S. Highway 290, and being the northeast corner of a called 10.046 acre tract conveyed to Manor Truck Stop, LLC in Document No. 2008016879 (O.P.R.T.C.T.) bears, S88°33'07"W, a distance of 68.25 feet;

THENCE, with the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, N88°33'07"E, a distance of 726.82 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE, continuing with the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, the following three (3) courses and distances:

1) **N88°33'07"E**, a distance of **839.29** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for a point of curvature hereof,
2) Along the arc of a curve to the left, whose radius is **7,720.44** feet, whose arc length is **389.25** feet and whose chord bears **N87°04'59"E**, a distance of **389.21** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for a point of tangency hereof, and
3) **N85°44'14"E**, a distance of **366.73** feet to a calculated point for the northeast corner hereof, from which a 1/2-inch iron rod found in the south right-of-way line of said U.S. Highway 290, being an angle point in the north line of said Austin Gateway tract, and being the northwest corner of a called 2.358 acre tract conveyed to Jaime and Norma Gutierrez in Document No. 2019137719 (O.P.R.T.C.T.) bears, N85°44'14"E, a distance of 1,156.82 feet;

THENCE, leaving the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, over and across said Austin Gateway tract, the following seven (7) courses and distances:

1) **S04°15'46"E**, a distance of **208.01** feet to a calculated point for a point of curvature hereof,
2) Along the arc of a curve to the right, whose radius is **405.00** feet, whose arc length is **144.52** feet and whose chord bears **S05°57'35"W**, a distance of **143.75** feet to a calculated point for the southeast corner hereof,
3) **N69°03'12"W**, a distance of **60.60** feet to a calculated point for a point of curvature hereof,
4) Along the arc of a curve to the left, whose radius is **387.70** feet, whose arc length is **150.00** feet and whose chord bears **N80°08'13"W**, a distance of **149.06** feet to a calculated point for a point of tangency hereof,
5) **S88°33'07"W**, a distance of **1,369.14** feet to a calculated point for a point of curvature hereof,

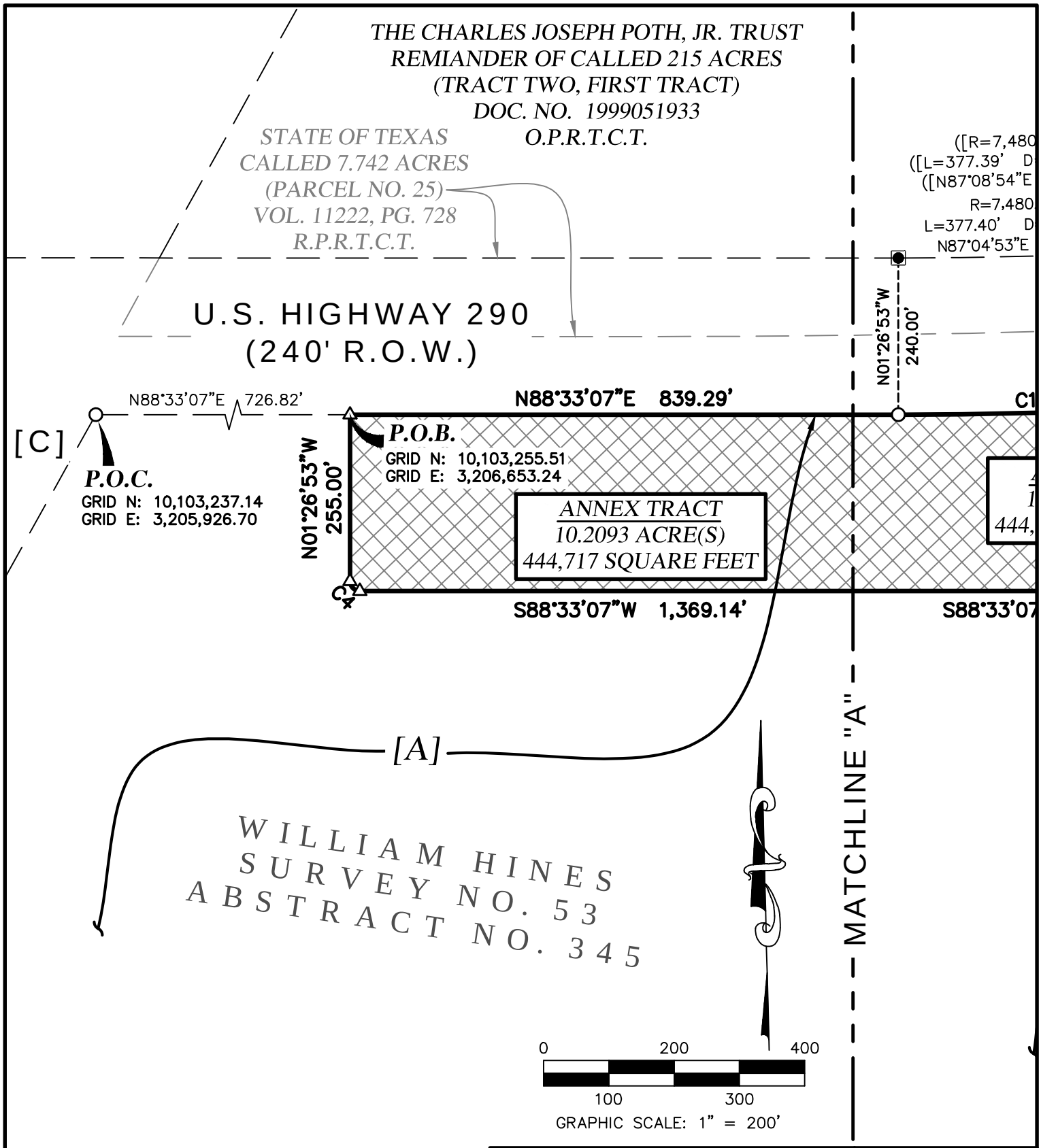
6) Along the arc of a curve to the right, whose radius is **15.00** feet, whose arc length is **23.56** feet and whose chord bears **N46°26'53"W**, a distance of **21.21** feet to a calculated point for a point of tangency hereof, and
7) **N01°26'53"W**, a distance of **255.00** feet to the **POINT OF BEGINNING** and containing 10.2093 Acres (444,717 Square Feet) of land, more or less.

Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000078366113. See attached sketch (reference drawing: 01409_ COMMERCIAL POD A.dwg.)

6/20/2024

Fernando Perez, RPLS #7041
4Ward Land Surveying, LLC

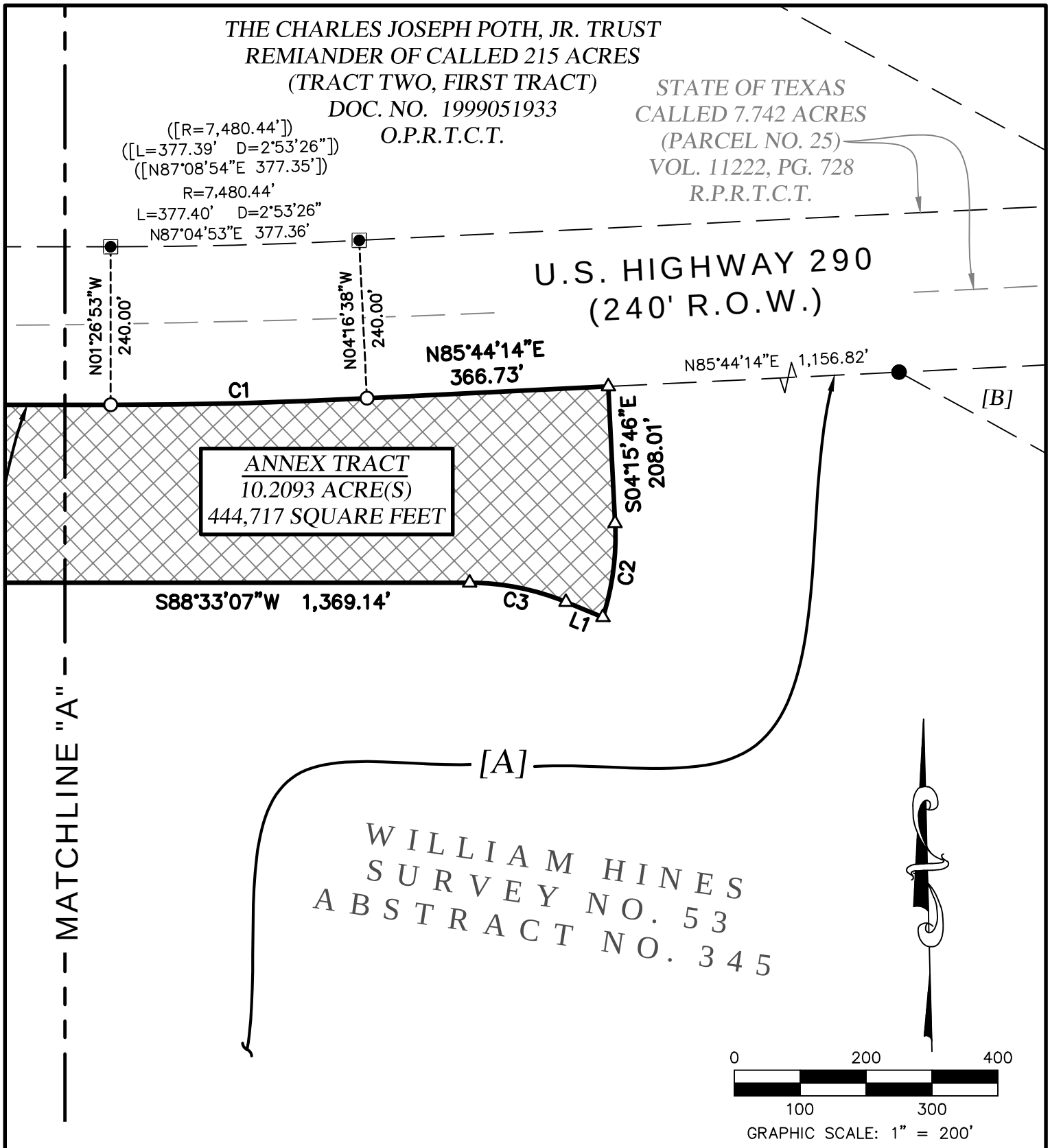


10.2093 ACRES
ANNEX TRACT
City of Elgin, Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	6/20/2024
Project:	01409
Scale:	1" = 200'
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	1 OF 3

P:\01409\Dwg\01409_COMMERCIAL.DWG



10.2093 ACRES
ANNEX TRACT
City of Elgin, Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	6/20/2024
Project:	01409
Scale:	1" = 200'
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	2 OF 3

P:\01409\Dwg\01409_COMMERCIAL.DWG FA346

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	7,720.44'	389.25'	2°53'19"	N87°04'59"E	389.21'
C2	405.00'	144.52'	20°26'41"	S05°57'35"W	143.75'
C3	387.70'	150.00'	22°10'02"	N80°08'13"W	149.06'
C4	15.00'	23.56'	90°00'00"	N46°26'53"W	21.21'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N69°03'12"W	60.60'

LEGEND

▬▬▬	PROPERTY LINE
— —— —	EXISTING PROPERTY LINES
– – – – –	EXISTING EASEMENTS
△	CALCULATED POINT
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
◉	IRON ROD WITH "BGE INC." CAP FOUND (UNLESS NOTED)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
([.....])	RECORD INFORMATION PER DEED DOC. NO. 1999051933

TCAD PARCEL ID # 237109
CITY GRID # Y29 , Z29

[A]
AUSTIN GATEWAY LLC
CALLED 167.4247 ACRES
DOC. NO. 2022130138
O.P.R.T.C.T.

[B]
JAIME AND NORMA R GUTIERREZ
CALLED 2.358 ACRES
DOC. NO. 2019137719
O.P.R.T.C.T.
(REMAINDER OF CALLED 247.49 ACRES
AS DESCRIBED IN
VOL. 12661, PG. 2179
R.P.R.T.C.T.)

[C]
ALBERT
VOELKER ROAD
(60' R.O.W.)

NOTES:

1) 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 1.000078366113.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION

6/20/2024

STATE OF TEXAS
REGISTERED
FERNANDO D. PEREZ
7041
PROFESSIONAL
LAND SURVEYOR

10.2093 ACRES
ANNEX TRACT
City of Elgin, Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	6/20/2024
Project:	01409
Scale:	N/A
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	3 OF 3

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EXHIBIT " A-4A "

(Annex Tract –Commercial Pod B)
William Hines Survey No. 53, Abstract No. 345

PO Box 90876
Austin, TX 78709
512.554.3371
fperez@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 3.1255 ACRES (136,146 SQUARE FEET) OUT OF THE WILLIAM HINES SURVEY NO. 53, ABSTRACT NO. 345 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 167.4247 ACRE TRACT CONVEYED TO AUSTIN GATEWAY LLC IN DOCUMENT NO. 2022130138 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 3.1255 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2-inch iron rod with "4Ward Boundary" cap set for a point of curvature in the south right-of-way line of U.S. Highway 290 (240' Right-of-way), and being a point of curvature in the north line of said Austin Gateway tract, for the **POINT OF COMMENCEMENT** hereof, from which a 1/2-inch iron rod with "4Ward-Boundary" cap set for a point of tangency in the south right-of-way line of said U.S. Highway 290, and being a point of tangency in the north line of said Austin Gateway tract bears, along the arc of a curve to the right, whose radius is 7,720.44 feet, whose arc length is 389.25 feet and whose chord bears S87°04'59"W, a distance of 389.21 feet;

THENCE, with the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, N85°44'14"E, a distance of 456.73 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE, continuing with the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, **N85°44'14"E**, a distance of **229.34** feet to a calculated point for the northeast corner hereof, from which a 1/2-inch iron rod found in the south right-of-way line of said U.S. Highway 290, being an angle point in the north line of said Austin Gateway tract, and being the northwest corner of a called 2.358 acre tract conveyed to Jaime and Norma Gutierrez in Document No. 2019137719 (O.P.R.T.C.T.) bears, N85°44'14"E, a distance of 837.49 feet;

THENCE, leaving the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, over and across said Austin Gateway tract, the following ten (10) courses and distances:

1) **S01°36'53"E**, a distance of **166.01** feet to a calculated point for an angle point hereof,
2) **S54°41'24"E**, a distance of **161.83** feet to a calculated point for an angle point hereof,
3) **S03°24'20"E**, a distance of **219.18** feet to a calculated point for a non-tangent point of curvature and the southeast corner hereof,
4) Along the arc of a curve to the right, whose radius is **565.00** feet, whose arc length is **258.59** feet and whose chord bears **N84°58'37"W**, a distance of **256.34** feet to a calculated point for an angle point hereof,
5) **N68°58'42"W**, a distance of **137.22** feet to a calculated point for a non-tangent point of curvature and the southwest corner hereof,
6) Along the arc of a curve to the left, whose radius is **495.00** feet, whose arc length is **184.33** feet and whose chord bears **N06°24'18"E**, a distance of **183.26** feet to a calculated point for an angle point hereof,
7) **N04°15'46"W**, a distance of **42.01** feet to a calculated point for an angle point hereof,
8) **N00°00'00"E**, a distance of **17.68** feet to a calculated point for an angle point hereof,
9) **N90°00'00"W**, a distance of **1.32** feet to a calculated point for an angle point hereof, and

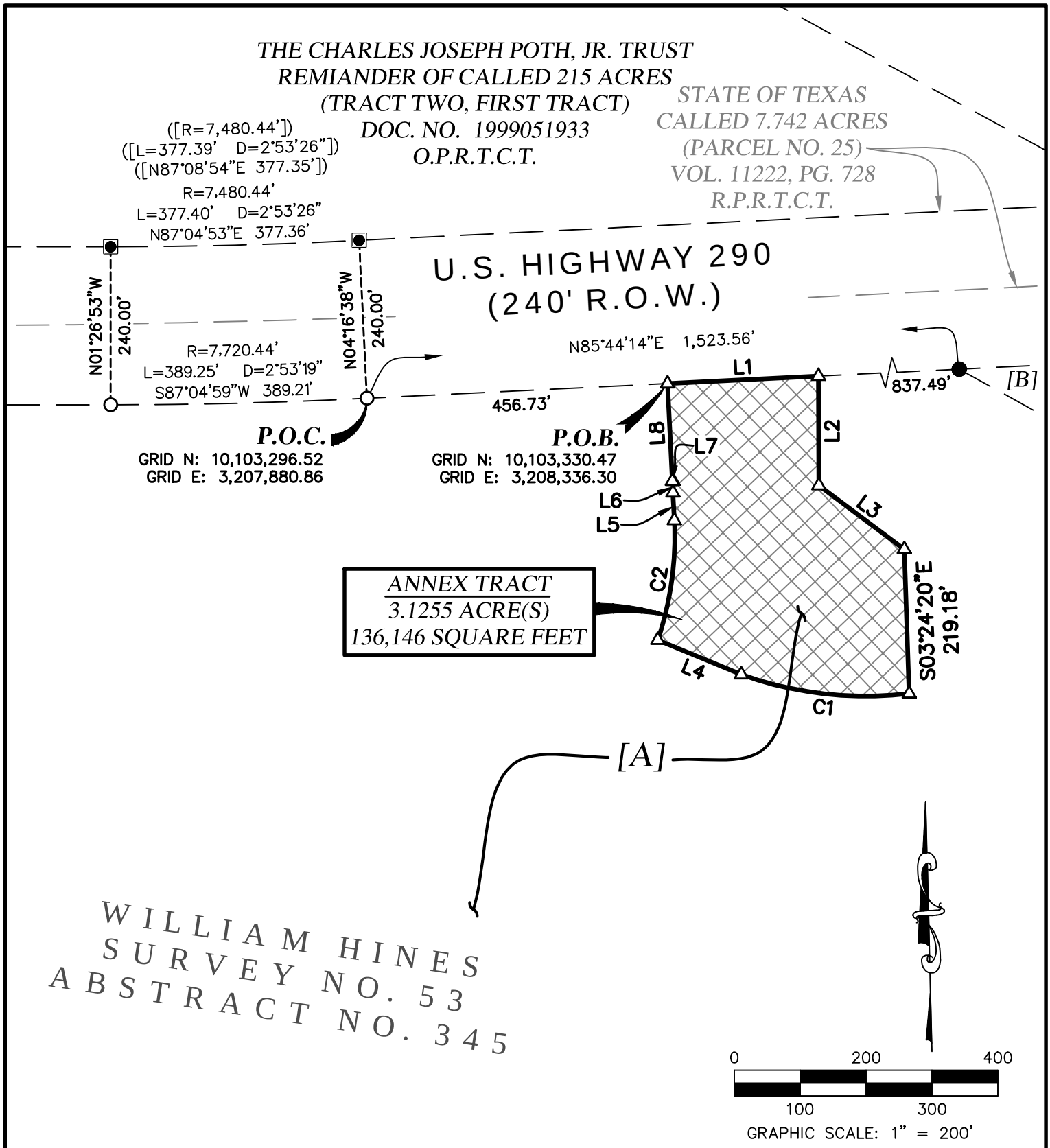
10) **N04°15'46"W**, a distance of **148.27** feet to the **POINT OF BEGINNING** and containing 3.1255 Acres (136,146 Square Feet) of land, more or less.

Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000078366113. See attached sketch (reference drawing: 01409_ COMMERCIAL POD B.dwg.)

6/20/2024

Fernando Perez, RPLS #7041
4Ward Land Surveying, LLC



3.1255 ACRES
ANNEX TRACT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	6/20/2024
Project:	01409
Scale:	1" = 200'
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	1 OF 2

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CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	565.00'	258.59'	26°13'25"	N84°58'37"W	256.34'
C2	495.00'	184.33'	21°20'08"	N06°24'18"E	183.26'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N85°44'14"E	229.34'
L2	S01°36'53"E	166.01'
L3	S54°41'24"E	161.83'
L4	N68°58'42"W	137.22'
L5	N04°15'46"W	42.01'
L6	N00°00'00"E	17.68'
L7	N90°00'00"W	1.32'
L8	N04°15'46"W	148.27'

LEGEND

━━━	PROPERTY LINE
— —— —	EXISTING PROPERTY LINES
- - - - -	EXISTING EASEMENTS
△	CALCULATED POINT
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
◉	IRON ROD WITH "BGE INC." CAP FOUND (UNLESS NOTED)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
([.....])	RECORD INFORMATION PER DEED VOL. 11222, PG. 728

TCAD PARCEL ID # 237109
CITY GRID # Y29 , Z29

[A]
AUSTIN GATEWAY LLC
CALLED 167.4247 ACRES
DOC. NO. 2022130138
O.P.R.T.C.T.

[B]
JAIME AND NORMA R GUTIERREZ
CALLED 2.358 ACRES
DOC. NO. 2019137719
O.P.R.T.C.T.
(REMAINDER OF CALLED 247.49 ACRES
AS DESCRIBED IN
VOL. 12661, PG. 2179
R.P.R.T.C.T.)

NOTES:

1) 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 1.000078366113.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION

6/20/2024

STATE OF TEXAS
REGISTERED
FERNANDO D. PEREZ
7041
PROFESSIONAL
LAND SURVEYOR

3.1255 ACRES
ANNEX TRACT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	6/20/2024
Project:	01409
Scale:	N/A
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	3 OF 3

P:\01409\Dwg\01409_COMMERCIAL.TPOD.B346

PO Box 90876
Austin, TX 78709
512.554.3371
fperez@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 18.1614 ACRES (791,111 SQUARE FEET) OUT OF THE WILLIAM HINES SURVEY NO. 53, ABSTRACT NO. 345 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 167.4247 ACRE TRACT CONVEYED TO AUSTIN GATEWAY LLC IN DOCUMENT NO. 2022130138 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 18.1614 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with "4Ward Boundary" cap set at the intersection of the east right-of-way line of Albert Voelker Road (60' Right-of-way) with the south right-of-way line of U.S. Highway 290 (240' Right-of-way), and being the northwest corner of said Austin Gateway tract, for the northwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod found at the intersection of the west right-of-way line of said Albert Voelker Road with the south right-of-way line of said U.S. Highway 290, and being the northeast corner of a called 10.046 acre tract conveyed to Manor Truck Stop, LLC in Document No. 2008016879 (O.P.R.T.C.T.) bears, S88°33'07"W, a distance of 68.25 feet;

THENCE, with the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, **N88°33'07"E**, a distance of **666.82** feet to a calculated point for the northeast corner hereof, from which a 1/2-inch iron rod with "4Ward-Boundary" cap set for a point of curvature in the south right-of-way line of said U.S. Highway 290, and being a point of curvature in the north line of said Austin Gateway tract bears, N88°33'07"E, a distance of 899.29 feet;

THENCE, leaving the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, over and across said Austin Gateway tract, the following nine (9) courses and distances:

1) **S01°26'53"E**, a distance of **529.13** feet to a calculated point for a point of curvature hereof,
2) Along the arc of a curve to the right, whose radius is **720.00** feet, whose arc length is **358.55** feet and whose chord bears **S12°49'05"W**, a distance of **354.85** feet to a calculated point for a point of tangency hereof,
3) **S27°05'03"W**, a distance of **260.72** feet to a calculated point for a point of curvature hereof,
4) Along the arc of a curve to the right, whose radius is **15.00** feet, whose arc length is **23.55** feet and whose chord bears **S72°03'21"W**, a distance of **21.20** feet to a calculated point for a point of tangency hereof,
5) **N62°58'20"W**, a distance of **453.79** feet to a calculated point for a point of curvature hereof,
6) Along the arc of a curve to the right, whose radius is **720.00** feet, whose arc length is **141.37** feet and whose chord bears **N57°20'50"W**, a distance of **141.14** feet to a calculated point for a point of tangency hereof,
7) **N51°43'20"W**, a distance of **134.17** feet to a calculated point for a point of curvature hereof,
8) Along the arc of a curve to the left, whose radius is **780.00** feet, whose arc length is **153.15** feet and whose chord bears **N57°20'50"W**, a distance of **152.91** feet to a calculated point for a point of tangency hereof, and

9) **N62°58’20”W**, a distance of **40.16** feet to a calculated point for the southwest corner hereof, said point being in the east right-of-way line of said Albert Voelker Road, and being in the west line of said Austin Gateway tract, from which a 1/2-inch iron rod found in the east right-of-way line of said Albert Voelker Road, being the northwest corner of the remainder of a called 24.063 acre tract conveyed to H&T Utilities LC in Document No. 1999014392 (O.P.R.T.C.T.), and being the southwest corner of a lease tract agreement with Cellular One as described in Document No. 2000014594 (O.P.R.T.C.T.) bears, S27°39’49”W, passing at a distance of 60.00 feet a 1/2-inch iron rod with “4Ward-Boundary” cap set for the common west corner of said Austin Gateway tract and said Cellular One lease tract, and continuing for a total distance of 110.00 feet;

THENCE, with the east right-of-way line of said Albert Voelker Road and the west line of said Austin Gateway tract, **N27°39’49”E**, a distance of **711.93** feet to the **POINT OF BEGINNING** and containing 18.1614 Acres (791,111 Square Feet) of land, more or less.

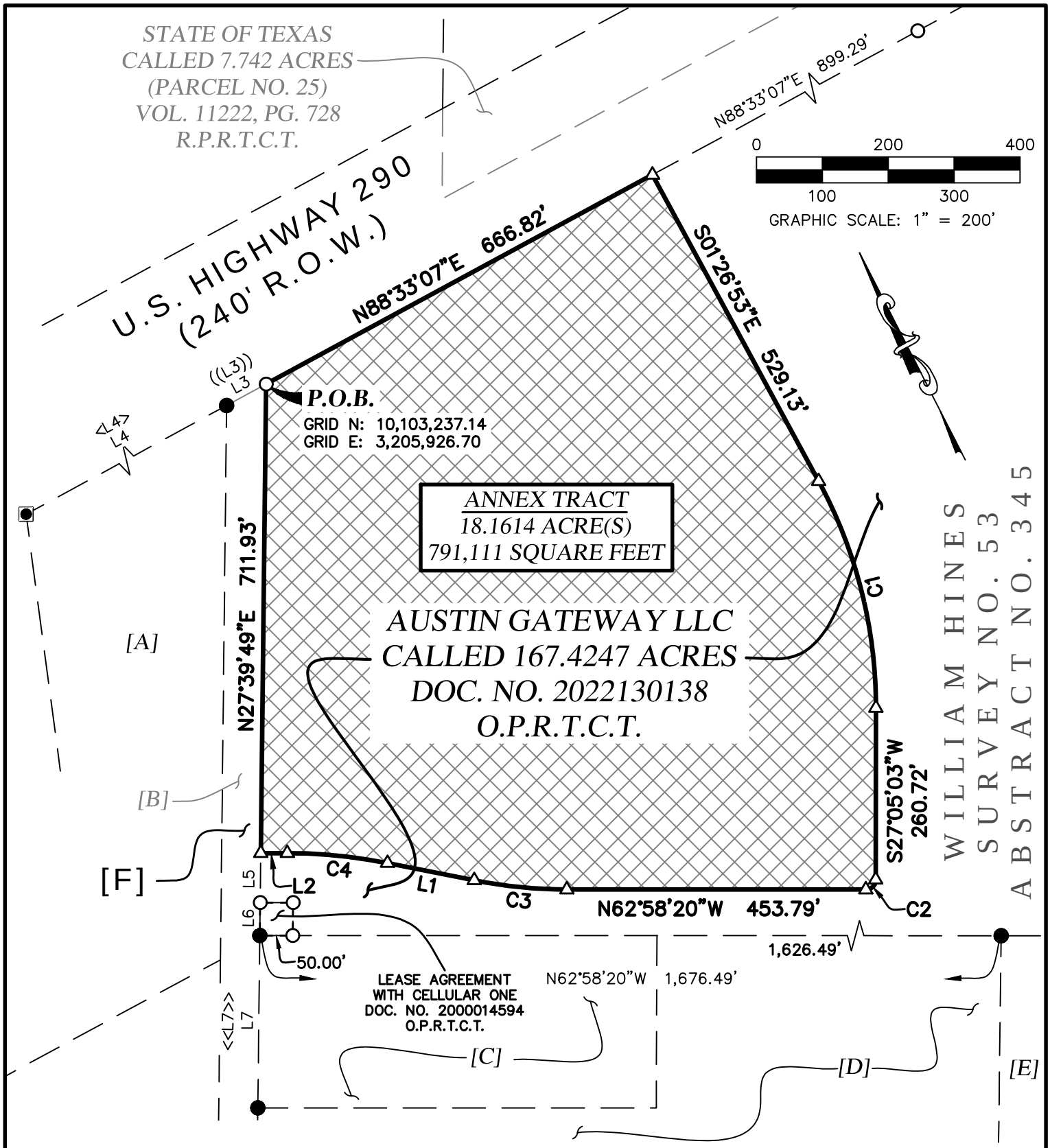
Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000078366113. See attached sketch (reference drawing: 01409_FLEX INDUSTRIAL COMMERCIAL_rev.dwg.)

7/16/2024

Fernando Perez, RPLS #7041
4Ward Land Surveying, LLC

STATE OF TEXAS
REGISTERED
FERNANDO PEREZ
7041
PROFESSIONAL
LAND SURVEYOR



18.1614 ACRES
ANNEX TRACT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	1" = 200'
Reviewer:	FP
Tech:	JG/ERH
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	1 OF 2

P:\01409\Dwg\01409_FLEX INDUSTRIAL COMMERCIAL REV.dwg

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	720.00'	358.55'	28°31'56"	S12°49'05"W	354.85'
C2	15.00'	23.55'	89°56'37"	S72°03'21"W	21.20'
C3	720.00'	141.37'	11°15'00"	N57°20'50"W	141.14'
C4	780.00'	153.15'	11°15'00"	N57°20'50"W	152.91'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N51°43'20"W	134.17'
L2	N62°58'20"W	40.16'
L3	S88°33'07"W	68.25'
L4	S88°33'07"W	660.11'
L5	S27°39'49"W	60.00'
L6	S27°39'49"W	50.00'
L7	S27°39'49"W	261.62'

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
((L3))	S88°28'00"W	68.25'
<L4>	S88°35'37"W	660.00'
<<L7>>	S30°08'59"W	261.68'

LEGEND

━━━	PROPERTY LINE
— —— —	EXISTING PROPERTY LINES
— — — — —	EXISTING EASEMENTS
△	CALCULATED POINT
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
◉	IRON ROD WITH "ILLEGIBLE" CAP FOUND (UNLESS NOTED)
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
((.....))	RECORD INFORMATION PER DEED VOL. 813, PG. 606
<.....>	RECORD INFORMATION PER DEED DOC. NO. 2008016879
<<.....>>	RECORD INFORMATION PER DEED DOC. NO. 2019171449

TCAD PARCEL ID # 237109
CITY GRID # Y29 , Z29

[A]
MANOR TRUCK STOP, LLC
CALLED 10.046 ACRES
DOC. NO. 2008016879
O.P.R.T.C.T.

[B]
TRAVIS COUNTY, TEXAS
CALLED 1.12 ACRES
VOL. 813, PG. 606
D.R.T.C.T.

[C]
H & T UTILITIES LC
REMAINDER OF CALLED
24.063 ACRES
DOC. NO. 1999014392
O.P.R.T.C.T.

[D]
GEOZF AUSTIN 1, LLC
CALLED 20.448 ACRES
DOC. NO. 2019171449
O.P.R.T.C.T.

[E]
KENNETH R. KOETHER
CALLED 50 ACRES
VOL. 11943, PG. 326
R.P.R.T.C.T.
(AS DESCRIBED IN
VOL. 3507, PG. 1793
D.R.T.C.T.)

[F]
ALBERT
VOELKER ROAD
(60' R.O.W.)

NOTES:

1) 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 1.000078366113.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION

7/16/2024

STATE OF TEXAS
REGISTERED
FERNANDO D. PEREZ
7041
PROFESSIONAL
LAND SURVEYOR

18.1614 ACRES
ANNEX TRACT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	N/A
Reviewer:	FP
Tech:	JG/ERH
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	2 OF 2

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EXHIBIT " A-4C "

(Annex Tract – Multi-Family)
William Hines Survey No. 53, Abstract No. 345

PO Box 90876
Austin, TX 78709
512.554.3371
fperez@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 15.2734 ACRES (665,309 SQUARE FEET) OUT OF THE WILLIAM HINES SURVEY NO. 53, ABSTRACT NO. 345 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 167.4247 ACRE TRACT CONVEYED TO AUSTIN GATEWAY LLC IN DOCUMENT NO. 2022130138 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 15.2734 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2-inch iron rod found for the common north corner of a called 20.448 acre tract conveyed to Geozf Austin 1, LLC in Document No. 2019171449 (O.P.R.T.C.T.) and a called 50 acre tract conveyed to Kenneth R. Koether in Volume 11943, Page 326 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.), and being an angle point in the south line of said Austin Gateway tract, for the **POINT OF COMMENCEMENT** hereof, from which a 1/2-inch iron rod found in the east right-of-way line of Albert Voelker Road (60' Right-of-way), being the northwest corner of the remainder of a called 24.063 acre tract conveyed to H&T Utilities LC in Document No. 1999014392 (O.P.R.T.C.T.), and being the southwest corner of a lease tract agreement with Cellular One as described in Document No. 2000014594 (O.P.R.T.C.T.) bears, N62°58'20"W, passing at a distance of 1,626.49 feet a 1/2-inch iron rod with "4Ward-Boundary" cap set for the southeast corner of said Cellular One lease tract, and being an angle point in the south line of said Austin Gateway tract, and continuing for a total distance of 1,676.49 feet;

THENCE, leaving the south line of said Austin Gateway tract, over and across said Austin Gateway tract, N14°32'17"E, a distance of 321.17 feet to a calculated point for a point of curvature and the **POINT OF BEGINNING** hereof;

THENCE, continuing over and across said Austin Gateway tract, the following twelve (12) courses and distances:

1) Along the arc of a curve to the right, whose radius is **720.00** feet, whose arc length is **610.34** feet and whose chord bears **N87°15'25"W**, a distance of **592.23** feet to a calculated point for an angle point hereof,
2) **N62°58'20"W**, a distance of **57.64** feet to a calculated point for a point of curvature hereof,
3) Along the arc of a curve to the right, whose radius is **15.00** feet, whose arc length is **23.58** feet and whose chord bears **N17°56'39"W**, a distance of **21.22** feet to a calculated point for a point of tangency hereof,
4) **N27°05'03"E**, a distance of **260.63** feet to a calculated point for a point of curvature hereof,
5) Along the arc of a curve to the left, whose radius is **780.00** feet, whose arc length is **388.42** feet and whose chord bears **N12°49'05"E**, a distance of **384.42** feet to a calculated point for a point of tangency hereof,
6) **N01°26'53"W**, a distance of **184.13** feet to a calculated point for a point of curvature hereof,
7) Along the arc of a curve to the right, whose radius is **15.00** feet, whose arc length is **23.56** feet and whose chord bears **N43°33'07"E**, a distance of **21.21** feet to a calculated point for a point of tangency hereof,
8) **N88°33'07"E**, a distance of **635.54** feet to a calculated point for the northeast corner hereof,
9) **S01°32'33"E**, a distance of **352.90** feet to a calculated point for a point of curvature hereof,

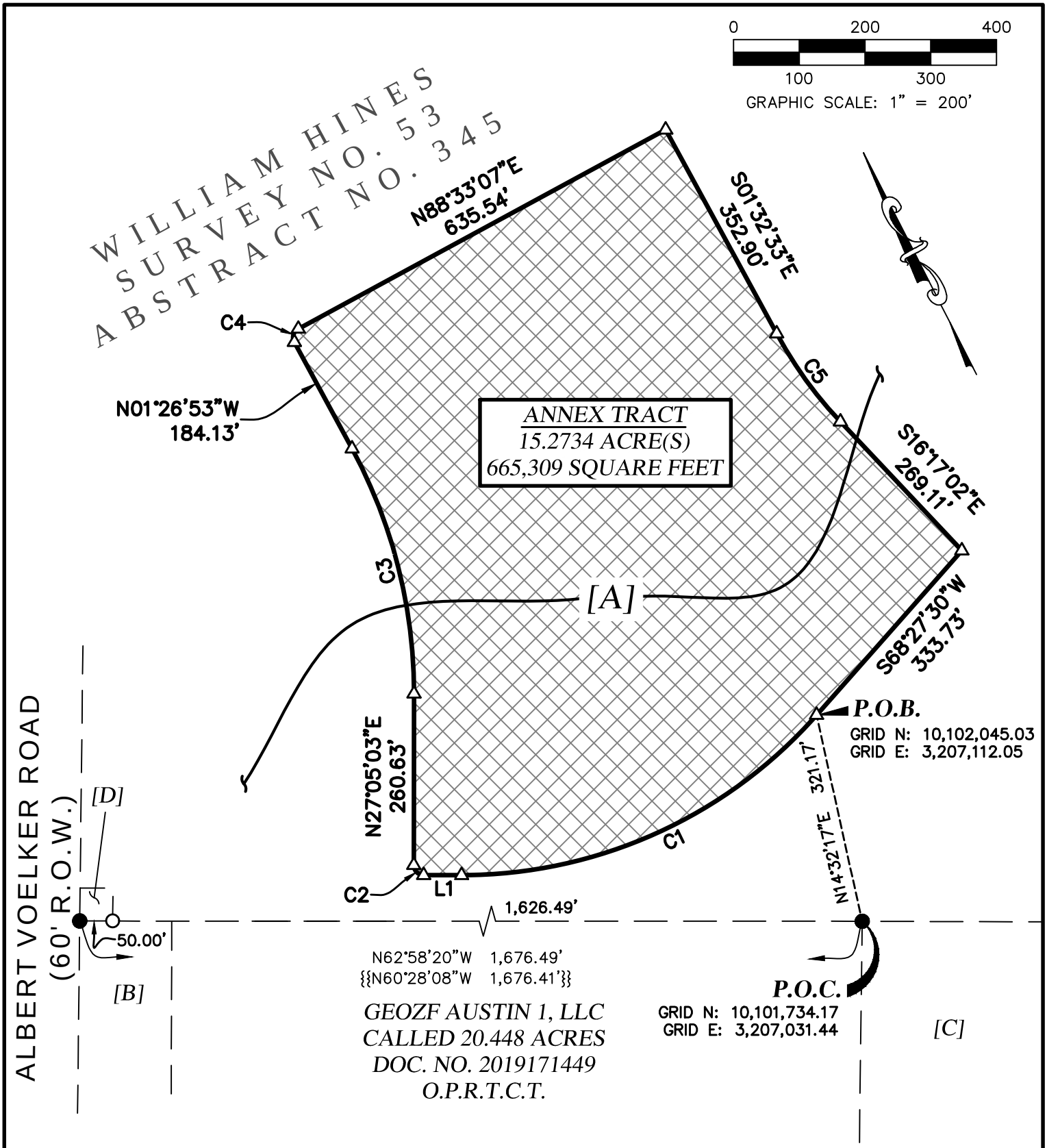
10) Along the arc of a curve to the left, whose radius is **645.00** feet, whose arc length is **165.95** feet and whose chord bears **S08°54'48"E**, a distance of **165.49** feet to a calculated point for a point of tangency hereof,
11) **S16°17'02"E**, a distance of **269.11** feet to a calculated point for the southeast corner hereof, and
12) **S68°27'30"W**, a distance of **333.73** feet to the **POINT OF BEGINNING** and containing 15.2734 Acres (665,309 Square Feet) of land, more or less.

Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000078366113. See attached sketch (reference drawing: 01409_Multi-Family_rev.dwg.)

7/16/2024

Fernando Perez, RPLS #7041
4Ward Land Surveying, LLC



15.2734 ACRES
ANNEX TRACT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	1" = 200'
Reviewer:	FP
Tech:	JG/ERH
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	1 OF 2

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CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	720.00'	610.34'	48°34'09"	N87°15'25"W	592.23'
C2	15.00'	23.58'	90°03'23"	N17°56'39"W	21.22'
C3	780.00'	388.42'	28°31'56"	N12°49'05"E	384.42'
C4	15.00'	23.56'	90°00'00"	N43°33'07"E	21.21'
C5	645.00'	165.95'	14°44'29"	S08°54'48"E	165.49'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N62°58'20"W	57.64'

LEGEND

━━━━	PROPERTY LINE
— —— —	EXISTING PROPERTY LINES
- - - - -	EXISTING EASEMENTS
△	CALCULATED POINT
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
DOC. NO.	DOCUMENT NUMBER
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
{{.....}}	RECORD INFORMATION PER DEED DOC. NO. 1999014392

TCAD PARCEL ID # 237109
CITY GRID # Y29 , Z29

[A]
AUSTIN GATEWAY LLC
CALLED 167.4247 ACRES
DOC. NO. 2022130138
O.P.R.T.C.T.

[B]
H & T UTILITIES LC
REMAINDER OF
CALLED 24.063 ACRES
DOC. NO. 1999014392
O.P.R.T.C.T.

[C]
KENNETH R. KOETHER
CALLED 50 ACRES
VOL. 11943, PG. 326
R.P.R.T.C.T.
(AS DESCRIBED IN
VOL. 3507, PG. 1793
D.R.T.C.T.)

[D]
LEASE AGREEMENT
WITH CELLULAR ONE
DOC. NO. 2000014594
O.P.R.T.C.T.

NOTES:

1) 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 1.000078366113.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION

7/16/2024

STATE OF TEXAS
REGISTERED
FERNANDO D. PEREZ
7041
PROFESSIONAL
LAND SURVEYOR

15.2734 ACRES
ANNEX TRACT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	N/A
Reviewer:	FP
Tech:	JG/ERH
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	2 OF 2

P:\01409\Dwg\01409_Multi-Family REV.dwg

EXHIBIT "_A-5_"

(MUD District Boundary)
William Hines Survey No. 53, Abstract No. 345

PO Box 90876
Austin, TX 78709
512.554.3371
fperez@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 185.3613 ACRES (8,074,337 SQUARE FEET) OUT OF THE WILLIAM HINES SURVEY NO. 53, ABSTRACT NO. 345 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 167.4247 ACRE TRACT CONVEYED TO AUSTIN GATEWAY LLC IN DOCUMENT NO. 2022130138 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND ALSO BEING ALL OF A CALLED 74.189 ACRE TRACT CONVEYED TO CASTLE ELGIN LLC IN DOCUMENT NO. 2021046636 (O.P.R.T.C.T.), SAID 185.3613 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a calculated point in the east right-of-way line of Albert Voelker Road (60' Right-of-way), and being in the west line of said Austin Gateway tract, for the **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with "4Ward-Boundary" cap set at the intersection of the east right-of-way line of said Albert Voelker Road with the south right-of-way line of U.S. Highway 290 (240' Right-of-way), and being the northwest corner of said Austin Gateway tract bears, N27°39'49"E, a distance of 771.93 feet;

THENCE, leaving the east right-of-way line of said Albert Voelker Road and the west line of said Austin Gateway tract, over and across said Austin Gateway tract, the following twenty (20) courses and distances:

1) **S62°58'20"E**, a distance of **40.83** feet to a calculated point for a point of curvature hereof,
2) Along the arc of a curve to the right, whose radius is **720.00** feet, whose arc length is **141.37** feet and whose chord bears **S57°20'50"E**, a distance of **141.14** feet to a calculated point for a point of tangency hereof,
3) **S51°43'20"E**, a distance of **134.17** feet to a calculated point for a point of curvature hereof,
4) Along the arc of a curve to the left, whose radius is **780.00** feet, whose arc length is **153.15** feet and whose chord bears **S57°20'50"E**, a distance of **152.91** feet to a calculated point for a point of tangency hereof,
5) **S62°58'20"E**, a distance of **601.43** feet to a calculated point for a point of curvature hereof,
6) Along the arc of a curve to the left, whose radius is **780.00** feet, whose arc length is **661.20** feet and whose chord bears **S87°15'25"E**, a distance of **641.58** feet to a calculated point for a point of tangency hereof,
7) **N68°27'30"E**, a distance of **333.73** feet to a calculated point for an angle point hereof,
8) **N21°32'30"W**, a distance of **60.00** feet to a calculated point for an angle point hereof,
9) **N16°17'02"W**, a distance of **269.11** feet to a calculated point for a point of curvature hereof,
10) Along the arc of a curve to the right, whose radius is **645.00** feet, whose arc length is **165.95** feet and whose chord bears **N08°54'48"W**, a distance of **165.49** feet to a calculated point for a point of tangency hereof,
11) **N01°32'33"W**, a distance of **352.90** feet to a calculated point for an angle point hereof,
12) **N88°33'07"E**, a distance of **733.60** feet to a calculated point for a point of curvature hereof,
13) Along the arc of a curve to the right, whose radius is **324.70** feet, whose arc length is **126.40** feet and whose chord bears **S80°07'48"E**, a distance of **125.60** feet to a calculated point for a point of tangency hereof,
14) **S68°58'42"E**, a distance of **152.02** feet to a calculated point for an angle point hereof,
15) **N20°00'22"E**, a distance of **60.01** feet to a calculated point for an angle point hereof,
16) **S68°58'42"E**, a distance of **137.22** feet to a calculated point for a point of curvature hereof,

17) Along the arc of a curve to the left, whose radius is **565.00** feet, whose arc length is **258.59** feet and whose chord bears **S84°58'37"E**, a distance of **256.34** feet to a calculated point for a point of tangency hereof,
18) **N03°24'20"W**, a distance of **219.18** feet to a calculated point for an angle point hereof,
19) **N54°41'24"W**, a distance of **161.83** feet to a calculated point for an angle point hereof, and
20) **N01°36'53"W**, a distance of **166.01** feet to a calculated point for an angle point hereof, said point being in the south right-of-way line of said U.S. Highway 290, and being in the north line of said Austin Gateway tract, from which a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point in the south right-of-way line of said U.S. Highway 290, and being an angle point in the north line of said Austin Gateway tract bears, S85°44'14"W, a distance of 686.07 feet;

THENCE, with the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, **N85°44'14"E**, a distance of **709.13** feet to a calculated point for an angle point hereof, from which a 1/2-inch iron rod found for an angle point in the north line of said Austin Gateway tract, and being the northwest corner of a called 2.358 acre tract conveyed to Jaime and Norma Gutierrez in Document No. 2019137719 (O.P.R.T.C.T.) bears, N85°44'14"E, a distance of 128.36 feet;

THENCE, leaving the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, over and across said Austin Gateway tract, the following nine (9) courses and distances:

1) **S27°30'14"W**, a distance of **12.32** feet to a calculated point for a point of curvature hereof,
2) Along the arc of a curve to the right, whose radius is **60.00** feet, whose arc length is **121.60** feet and whose chord bears **S04°26'14"E**, a distance of **101.83** feet to a calculated point for a point of reverse compound curvature hereof,
3) Along the arc of a curve to the left, whose radius is **15.00** feet, whose arc length is **22.56** feet and whose chord bears **S10°32'00"W**, a distance of **20.49** feet to a calculated point for an angle point hereof,
4) **S32°33'20"E**, a distance of **65.87** feet to a calculated point for a point of curvature hereof,
5) Along the arc of a curve to the left, whose radius is **15.00** feet, whose arc length is **10.40** feet and whose chord bears **S52°24'47"E**, a distance of **10.19** feet to a calculated point for a point of reverse compound curvature hereof,
6) Along the arc of a curve to the right, whose radius is **50.00** feet, whose arc length is **83.21** feet and whose chord bears **S24°35'49"E**, a distance of **73.93** feet to a calculated point for an angle point hereof,
7) **S57°28'02"E**, a distance of **130.91** feet to a calculated point for an angle point hereof,
8) **S59°12'35"E**, a distance of **79.23** feet to a calculated point for an angle point hereof, and
9) **N27°25'03"E**, a distance of **282.43** feet to a calculated point for an angle point hereof, said point being in the common line of said Austin Gateway tract and said Gutierrez tract;

THENCE, with the common line of said Austin Gateway tract and said Gutierrez tract, in part with the common line of said Austin Gateway tract and Lot 130, Block G (Common Area, Parkland & Drainage Easement) of the Elm Creek Section 1, a subdivision in Travis County, Texas, according to the map or plat recorded in Document No. 200300198 (O.P.R.T.C.T.), **S62°34'57"E**, a distance of **596.47** feet to a 1/2-inch iron rod found for the northeast corner hereof;

THENCE, with the east line of said Austin Gateway tract and the west line of said Lot 130, and with the west line of a called 1.00 acre tract conveyed to Karan K. Bayes in Document No. 2015183255 (O.P.R.T.C.T.), **S27°42'40"W**, a distance of **2,568.12** feet to a 1/2-inch iron rod found for an angle point hereof, said point being the southeast corner of said Austin Gateway tract, being the southwest corner of said Bayes tract, and being in the north line of a called 74.154 acre tract conveyed to Kumudha Castle Creek, LLC in Document No. 2021241963 (O.P.R.T.C.T.), from which an iron rod with "WALS" cap found for the southeast corner of said Bayes tract, and being the northeast corner of said Castle Creek tract bears, S62°48'17"E, a distance of 336.77 feet;

THENCE, with the south line of said Austin Gateway tract and the north line of said Kumudha Castle Creek tract, **N63°03'43"W**, a distance of **122.65** feet to a 1/2-inch iron pipe found for an angle point hereof, said point being the common north corner of said Kumudha Castle Creek tract and said Castle Elgin tract;

THENCE, leaving the south line of said Austin Gateway tract, with the common line of said Castle Elgin tract and said Kumudha Castle Creek tract, **S27°45'13"W**, a distance of **2,612.51** feet to an iron rod with "WALS" cap found for the southeast corner hereof, said point being in the north right-of-way line of said Albert Voelker Road, and being the common south corner of said Castle Elgin tract and said Kumudha Castle Creek tract, from which a 1/2-inch iron pipe found for the common south corner of said Kumudha Castle Creek tract and a called 5.00 acre tract conveyed to Bridget Y. Et Al & Tony E. Craven in Volume 2505, Page 123 (D.R.T.C.T.) bears, S62°58'21"E, a distance of 434.47 feet;

THENCE, with the north right-of-way line of said Albert Voelker Road and the south line of said Castle Elgin tract, **N62°58'21"W**, a distance of **1,237.15** feet to a 1-inch iron pipe found for the southwest corner hereof, said point being the common south corner of a called 50 acre tract conveyed to Kenneth R. Koether in Volume 11943, Page 326 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.), as described in Volume 3507, Page 1793 of the Deed Records of Travis County, Texas (D.R.T.C.T.) and said Castle Elgin tract;

THENCE, leaving the north right-of-way line of said Albert Voelker Road, with the common line of said Koether tract and said Castle Elgin tract, **N27°46'02"E**, a distance of **2,615.07** feet to a 1/2-inch iron pipe found for an angle point hereof, said point being in the south line of said Austin Gateway tract, and being the common north corner of said Koether tract and said Castle Elgin tract;

THENCE, with the common line of said Austin Gateway tract and said Koether tract, **N62°48'24"W**, a distance of **840.58** feet to a 1/2-inch iron rod found for an angle point hereof, said point being the common north corner of a called 20.448 acre tract conveyed to Geozf Austin 1, LLC in Document No. 2019171449 (O.P.R.T.C.T.) and said Koether tract;

THENCE, with the common line of said Austin Gateway tract and said Geozf Austin tract, in part with the common line of said Austin Gateway tract and the remainder of a called 24.063 acre tract conveyed to H&T Utilities LC in Document No. 1999014392 (O.P.R.T.C.T.), **N62°58'20"W**, a distance of **1,626.49** feet to a calculated point for an angle point hereof, said point being the southeast corner of a lease tract agreement with Cellular One as described in Document No. 2000014594 (O.P.R.T.C.T.), and being an angle point in the south line of said Austin Gateway tract, from which a 1/2-inch iron rod found in the east right-of-way line of said Albert Voelker Road, being the northwest corner of said H&T Utilities remainder tract, and being the southwest corner of said Cellular One lease tract bears, N62°58'20"W, a distance of 50.00 feet;

THENCE, leaving the common line of said Austin Gateway tract and said H&T Utilities remainder tract, with the common line of said Austin Gateway tract and said Cellular One lease tract, the following two (2) courses and distances:

1) **N27°39'49"E**, a distance of **50.00** feet to a calculated point for an angle point hereof, and
2) **N62°58'20"W**, a distance of **50.00** feet to a calculated point for an angle point hereof, said point being in the east right-of-way line of said Albert Voelker Road, and being in the west line of said Austin Gateway tract;

THENCE, with the east right-of-way line of said Albert Voelker Road and the west line of said Austin Gateway tract, **N27°39'49"E**, a distance of **15.00** feet to the **POINT OF BEGINNING** and containing 185.3613 Acres (8,074,337 Square Feet) of land, more or less.

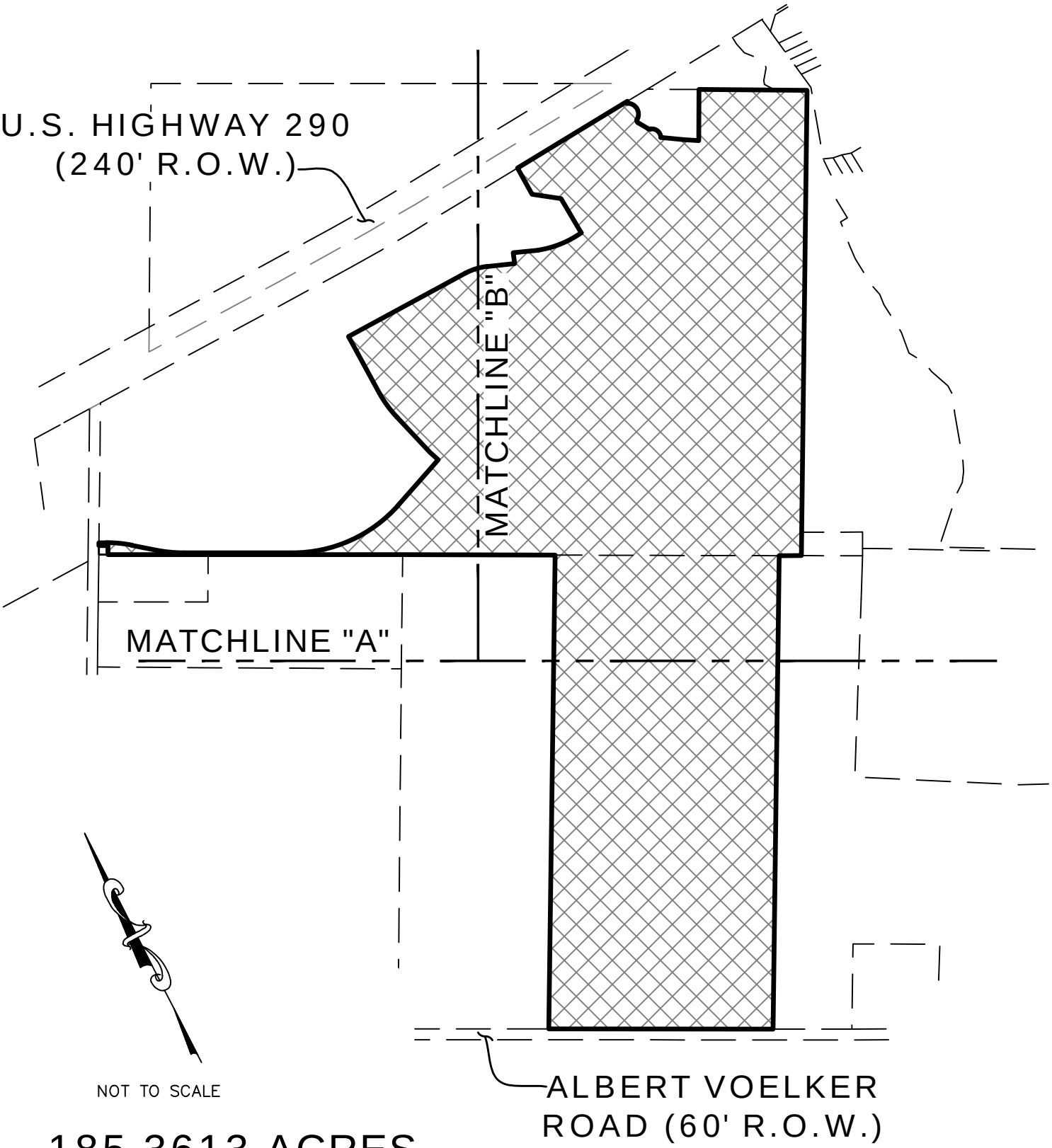
Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000078366113. See attached sketch (reference drawing: 01409_MUD District.dwg.)

7/16/2024

Fernando Perez, RPLS #7041
4Ward Land Surveying, LLC

STATE OF TEXAS
REGISTERED
FERNANDO PEREZ
7041
PROFESSIONAL
LAND SURVEYOR



185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	NTS
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	1 OF 6

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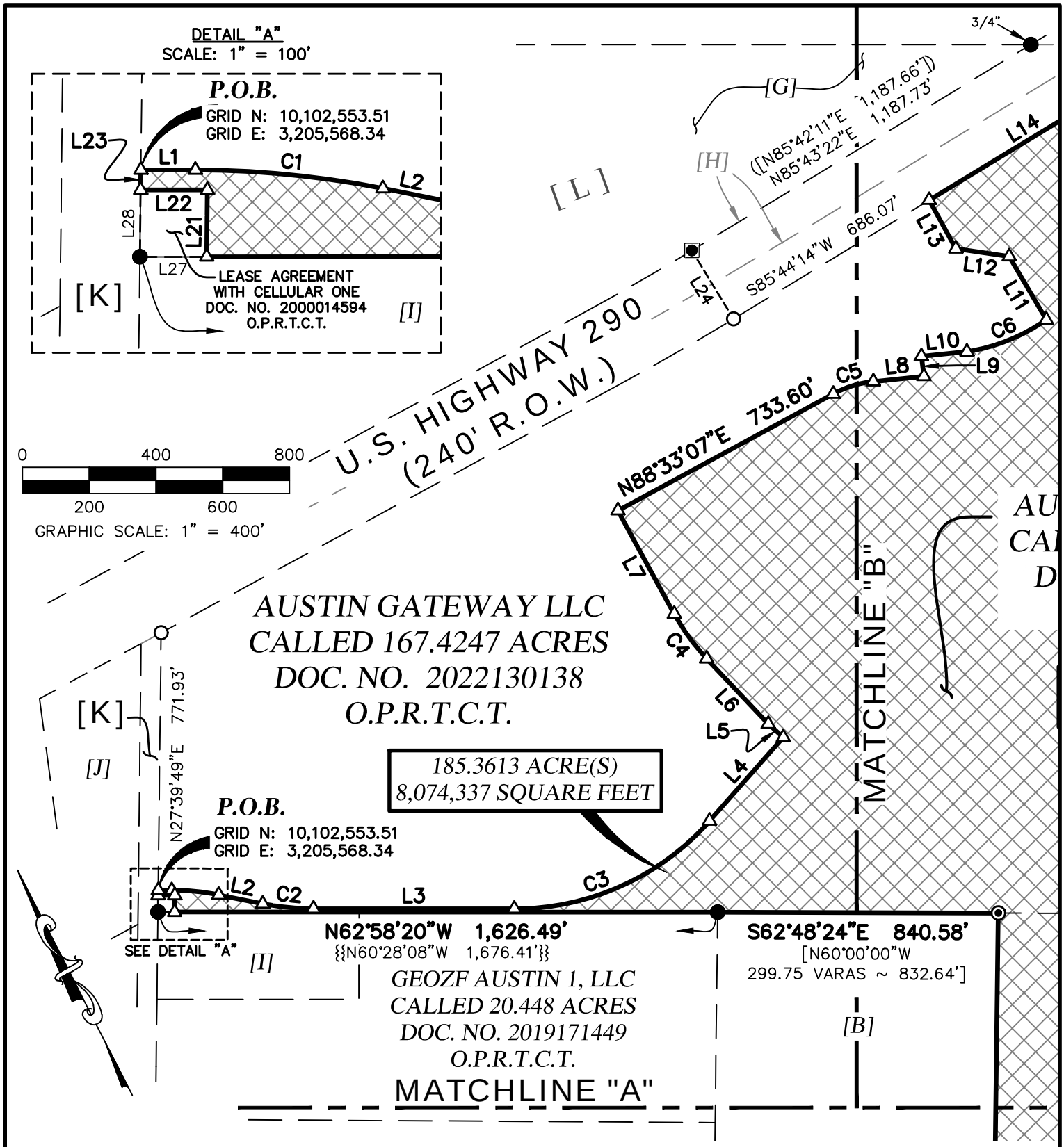

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	1" = 400'
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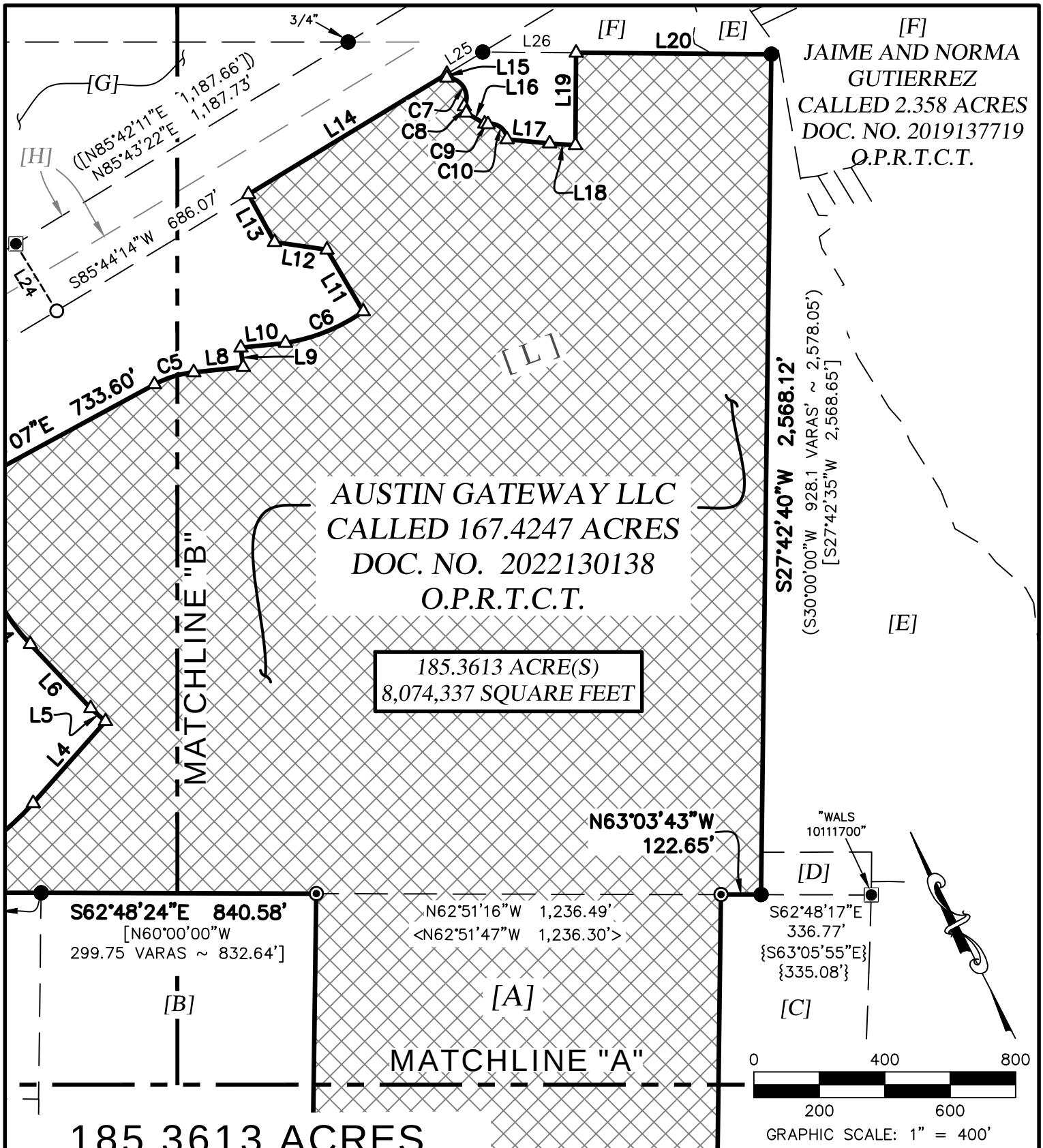
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	2 OF 6

P:\01409\Dwg\01409 MUD District.dwg



185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

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A Limited Liability Company
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Date:	7/16/2024
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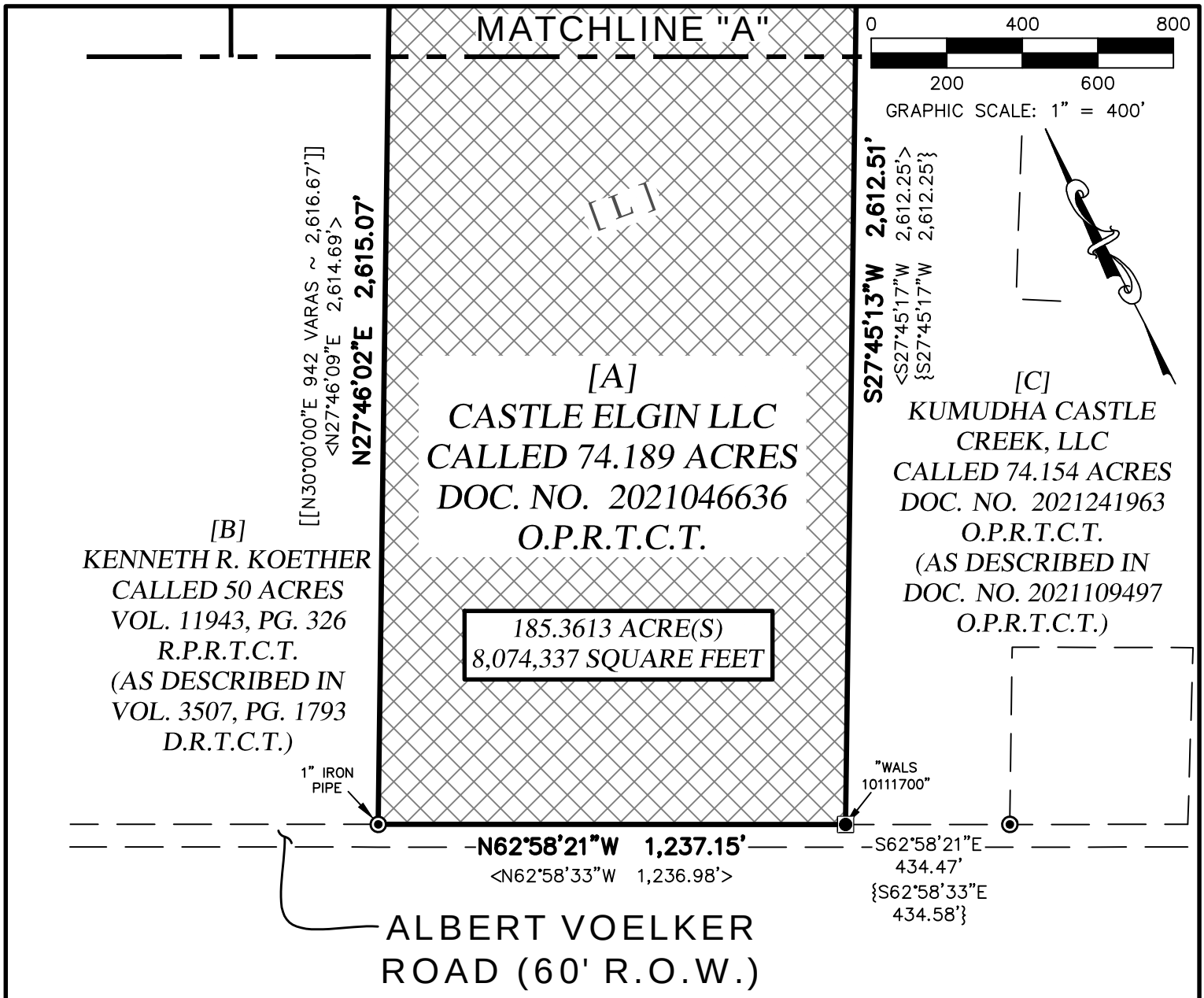
Sheet:	3 OF 6

P:\01409\Dwg\01409 MUD District.dwg



[D]
KARAN K. BAYES, ET. AL.
CALLED 1.000 ACRE
DOC. NO. 2015183255
O.P.R.T.C.T.

[E]
LOT 130, BLOCK "G"
(COMMON AREA,
PARKLAND & DRAINAGE
EASEMENT)
ELM CREEK SECTION 1
DOC. NO. 200300198
O.P.R.T.C.T.

[G]
THE CHARLES JOSEPH
POTH, JR. TRUST
REMIANDER OF CALLED
215 ACRES
(TRACT TWO, FIRST
TRACT)
DOC. NO. 1999051933
O.P.R.T.C.T.

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	1" = 400'
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	4 OF 6

P:\01409\Dwg\01409-MUD District.dwg

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	720.00'	141.37'	11°15'00"	S57°20'50"E	141.14'
C2	780.00'	153.15'	11°15'00"	S57°20'50"E	152.91'
C3	780.00'	661.20'	48°34'09"	S87°15'25"E	641.58'
C4	645.00'	165.95'	14°44'29"	N08°54'48"W	165.49'
C5	324.70'	126.40'	22°18'14"	S80°07'48"E	125.60'
C6	565.00'	258.59'	26°13'25"	S84°58'37"E	256.34'
C7	60.00'	121.60'	116°07'06"	S04°26'14"E	101.83'
C8	15.00'	22.56'	86°10'39"	S10°32'00"W	20.49'
C9	15.00'	10.40'	39°42'54"	S52°24'47"E	10.19'
C10	50.00'	83.21'	95°20'50"	S24°35'49"E	73.93'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S62°58'20"E	40.83'
L2	S51°43'20"E	134.17'
L3	S62°58'20"E	601.43'
L4	N68°27'30"E	333.73'
L5	N21°32'30"W	60.00'
L6	N16°17'02"W	269.11'
L7	N01°32'33"W	352.90'
L8	S68°58'42"E	152.02'
L9	N20°00'22"E	60.01'
L10	S68°58'42"E	137.22'
L11	N03°24'20"W	219.18'
L12	N54°41'24"W	161.83'
L13	N01°36'53"W	166.01'
L14	N85°44'14"E	709.13'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L15	S27°30'14"W	12.32'
L16	S32°33'20"E	65.87'
L17	S57°28'02"E	130.91'
L18	S59°12'35"E	79.23'
L19	N27°25'03"E	282.43'
L20	S62°34'57"E	596.47'
L21	N27°39'49"E	50.00'
L22	N62°58'20"W	50.00'
L23	N27°39'49"E	15.00'
L24	N04°16'38"W	240.00'
L25	N85°44'14"E	128.36'
L26	N62°34'57"W	285.25'
L27	N62°58'20"W	50.00'
L28	S27°39'49"W	50.00'

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

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A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	N/A
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	5 OF 6

[H]
STATE OF TEXAS
CALLED 7.742 ACRES
(PARCEL NO. 25)
VOL. 11222, PG. 728
R.P.R.T.C.T.

[I]
H & T UTILITIES LC
REMAINDER OF CALLED 24.063 ACRES
DOC. NO. 1999014392
O.P.R.T.C.T.

[J]
MANOR TRUCK STOP, LLC
CALLED 10.046 ACRES
DOC. NO. 2008016879
O.P.R.T.C.T.

[K]
ALBERT
VOELKER ROAD
(60' R.O.W.)

[L]
WILLIAM HINES
SURVEY NO. 53
ABSTRACT NO. 345

LEGEND

━━━	BOUNDARY LINE
— —— —	EXISTING PROPERTY LINES
△	CALCULATED POINT
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
⦿	1/2" IRON PIPE FOUND (UNLESS NOTED)
▣	IRON ROD WITH "BGE INC." CAP FOUND (UNLESS NOTED)
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DEED DOC. NO. 1999051933
[.....]	RECORD INFORMATION PER DEED VOL. 12661, PG. 2179
{.....}	RECORD INFORMATION PER DEED DOC. NO. 2021046636
<.....>	RECORD INFORMATION PER DEED DOC. NO. 20211109497
{{.....}}	RECORD INFORMATION PER DEED DOC. NO. 1999014392
([.....])	RECORD INFORMATION PER DEED VOL. 11222, PG. 728
[[.....]]	RECORD INFORMATION PER DEED VOL. 3507, PG. 1793

TCAD PARCEL ID #237109, #237049
CITY GRID #Y-28, #Y-29, #Z-29

STATE OF TEXAS
REGISTERED
FERNANDO D. PEREZ
7041
PROFESSIONAL
LAND SURVEYOR

7/16/2024

NOTES:

1) 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 1.000078366113.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	N/A
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	6 OF 6

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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 TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. [36] ("District"), in connection with that certain Development and Consent Agreement (the "Consent Agreement") entered into by and between the CITY OF ELGIN, TEXAS, a home rule city located in Travis County, Texas (the "City"), OHANA LAND CORP, LLC, a Delaware limited liability company, and AUSTIN GATEWAY LLC, a Delaware limited liability company, dated effective as of _____, _____. Capitalized terms used herein but not otherwise defined herein shall have the definitions provided in the Consent Agreement.

In accordance with 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 with respect to the District Tract and the provisions applicable to the District. Accordingly, the District hereby agrees as follows:

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 as it relates to the District and District Tract, 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 and the District Tract to the same effect as if it were an original Party thereto.

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

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

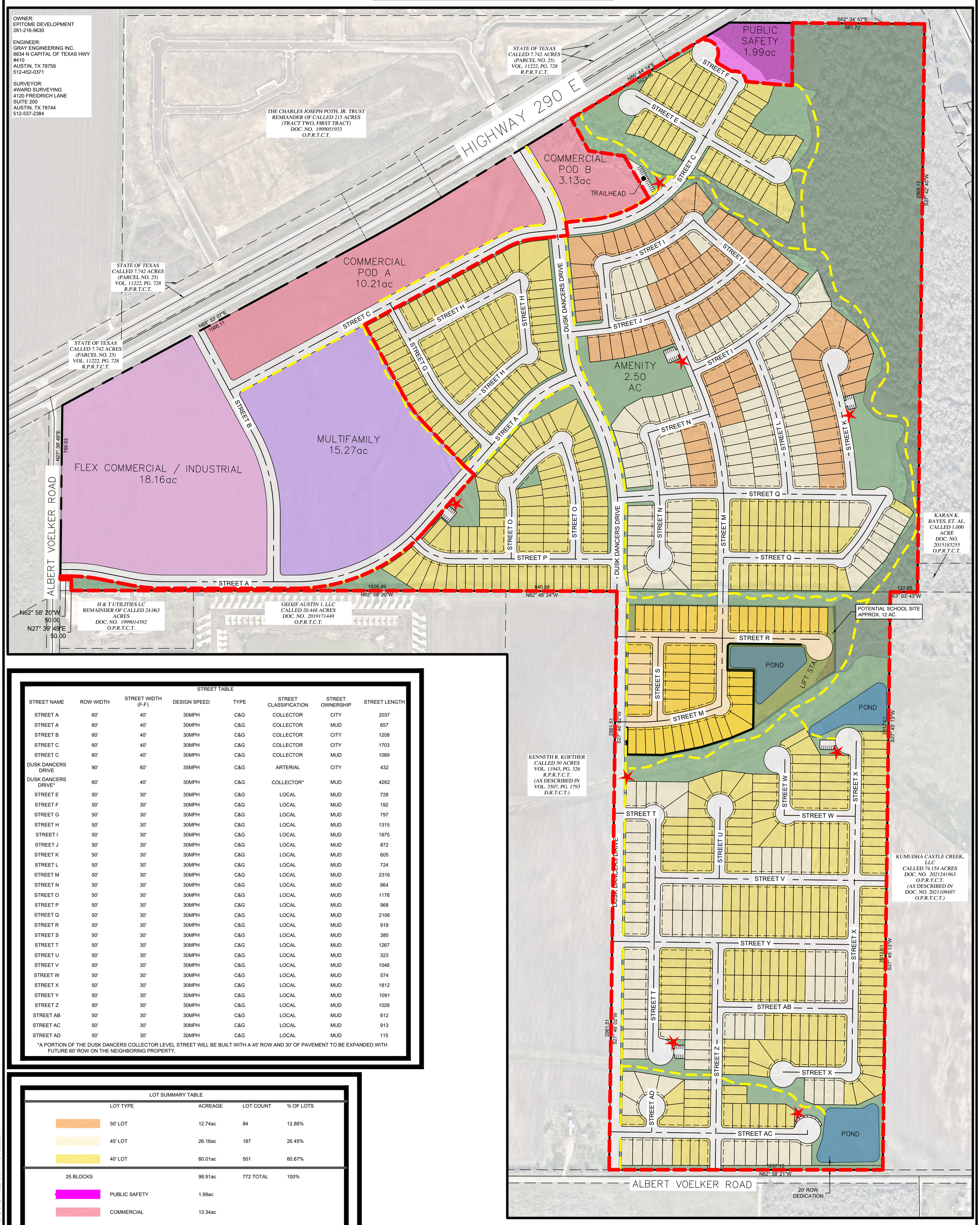
TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. [36]

By:_____
Name Printed: _____
Title: _____

_____
Secretary

EXHIBIT "C" TO CONSENT AND DEVELOPMENT AGREEMENT
CONCEPT PLAN

ELGIN GATEWAY
CONCEPT PLAN



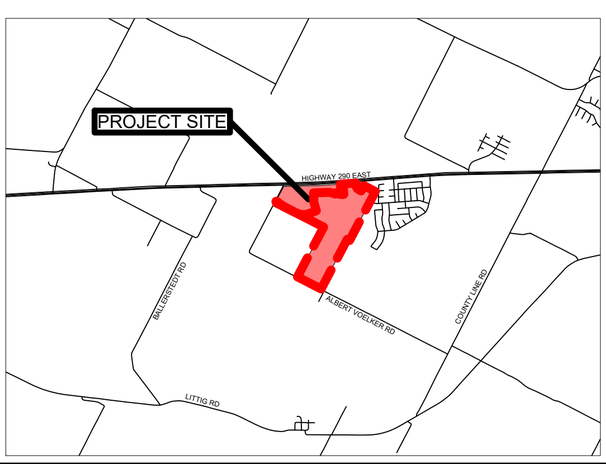
STREET TABLE

STREET NAME	ROW WIDTH	STREET WIDTH (F-F)	DESIGN SPEED	TYPE	STREET CLASSIFICATION	STREET OWNERSHIP	STREET LENGTH
STREET A	60'	40'	30MPH	C&G	COLLECTOR	CITY	2037
STREET A	60'	40'	30MPH	C&G	COLLECTOR	MUD	657
STREET B	60'	40'	30MPH	C&G	COLLECTOR	CITY	1208
STREET C	60'	40'	30MPH	C&G	COLLECTOR	CITY	1703
STREET C	60'	40'	30MPH	C&G	COLLECTOR	MUD	1089
DUSK DANCERS DRIVE	90'	60'	35MPH	C&G	ARTERIAL	CITY	432
DUSK DANCERS DRIVE*	60'	40'	30MPH	C&G	COLLECTOR*	MUD	4262
STREET E	50'	30'	30MPH	C&G	LOCAL	MUD	728
STREET F	50'	30'	30MPH	C&G	LOCAL	MUD	192
STREET G	50'	30'	30MPH	C&G	LOCAL	MUD	797
STREET H	50'	30'	30MPH	C&G	LOCAL	MUD	1315
STREET I	50'	30'	30MPH	C&G	LOCAL	MUD	1875
STREET J	50'	30'	30MPH	C&G	LOCAL	MUD	872
STREET K	50'	30'	30MPH	C&G	LOCAL	MUD	605
STREET L	50'	30'	30MPH	C&G	LOCAL	MUD	724
STREET M	50'	30'	30MPH	C&G	LOCAL	MUD	2316
STREET N	50'	30'	30MPH	C&G	LOCAL	MUD	864
STREET O	50'	30'	30MPH	C&G	LOCAL	MUD	1178
STREET P	50'	30'	30MPH	C&G	LOCAL	MUD	968
STREET Q	50'	30'	30MPH	C&G	LOCAL	MUD	2106
STREET R	50'	30'	30MPH	C&G	LOCAL	MUD	919
STREET S	50'	30'	30MPH	C&G	LOCAL	MUD	380
STREET T	50'	30'	30MPH	C&G	LOCAL	MUD	1267
STREET U	50'	30'	30MPH	C&G	LOCAL	MUD	323
STREET V	50'	30'	30MPH	C&G	LOCAL	MUD	1046
STREET W	50'	30'	30MPH	C&G	LOCAL	MUD	574
STREET X	50'	30'	30MPH	C&G	LOCAL	MUD	1812
STREET Y	50'	30'	30MPH	C&G	LOCAL	MUD	1091
STREET Z	50'	30'	30MPH	C&G	LOCAL	MUD	1026
STREET AB	50'	30'	30MPH	C&G	LOCAL	MUD	612
STREET AC	50'	30'	30MPH	C&G	LOCAL	MUD	913
STREET AD	50'	30'	30MPH	C&G	LOCAL	MUD	115

*A PORTION OF THE DUSK DANCERS COLLECTOR LEVEL STREET WILL BE BUILT WITH A 45' ROW AND 30' OF PAVEMENT TO BE EXPANDED WITH FUTURE 60' ROW ON THE NEIGHBORING PROPERTY.

LOT SUMMARY TABLE

	LOT TYPE	ACREAGE	LOT COUNT	% OF LOTS
	50' LOT	12.74ac	84	12.88%
	45' LOT	26.16ac	187	26.45%
	40' LOT	60.01ac	501	60.67%
25 BLOCKS		98.91ac	772 TOTAL	100%
	PUBLIC SAFETY	1.99ac		
	COMMERCIAL	13.34ac		
	FLEX COMMERCIAL/ INDUSTRIAL	18.16ac		
	MULTIFAMILY	15.27ac		
	FLOODPLAIN/OS/DET	47.43ac		
	POND	3.53ac		
	RIGHT OF WAY	44.99ac		
		241.6340ac TOTAL		
	NEIGHBORHOOD TRAILS	3.16mi		
	PROPERTY BOUNDARY			
	MUD BOUNDARY			
	MAIL KIOSK/PARKING			



SCALE: 1" = 200'
GRAPHIC SCALE IN FEET
0 100' 200' 400'

PROJECT NO. 1740-11783	DRAWN BY: TAM
DATE: 05/14/2024	CHECKED BY: CLO

GRAY ENGINEERING
8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946

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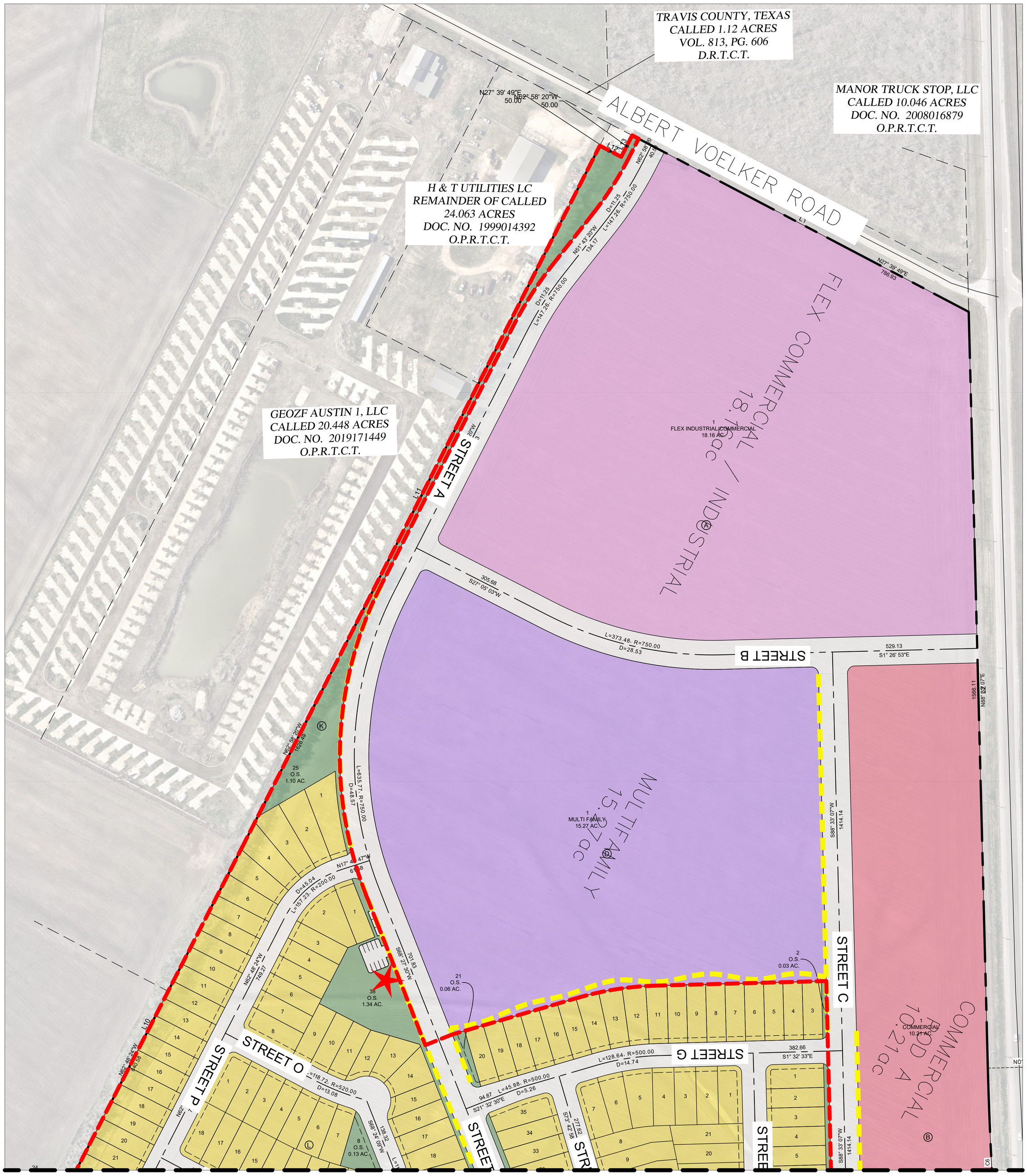
ELGIN GATEWAY
CONCEPT PLAN
SHEET 2 OF 5

SCALE: 1" = 100'
GRAPHIC SCALE IN FEET
0 50' 100' 200'



MATCH LINE SEE SHEET 3

PROJECT NO. 1740-11783	DRAWN BY: TAM
DATE: 05/14/2024	CHECKED BY: CLO

GRAY ENGINEERING
8834 N. Capital of Texas Hwy.
Suite 140
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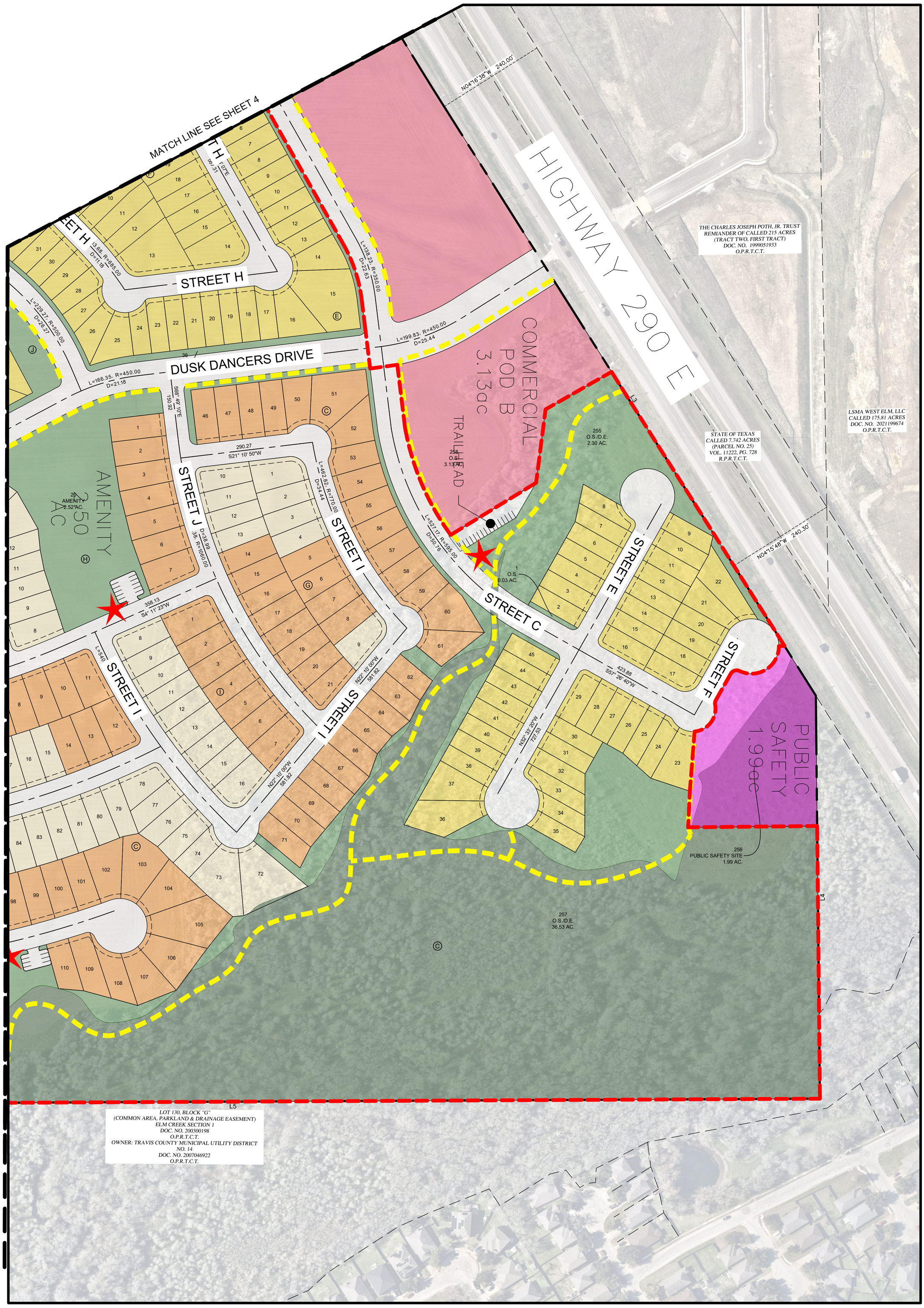
DWG To PDF (include layer information).pc3

ELGIN GATEWAY
CONCEPT PLAN
SHEET 3 OF 5

SCALE: 1" = 100'
GRAPHIC SCALE IN FEET
0 50' 100' 200'



PROJECT NO. 1740-11783	DRAWN BY: TAM
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Suite 140
Austin, Texas 78759
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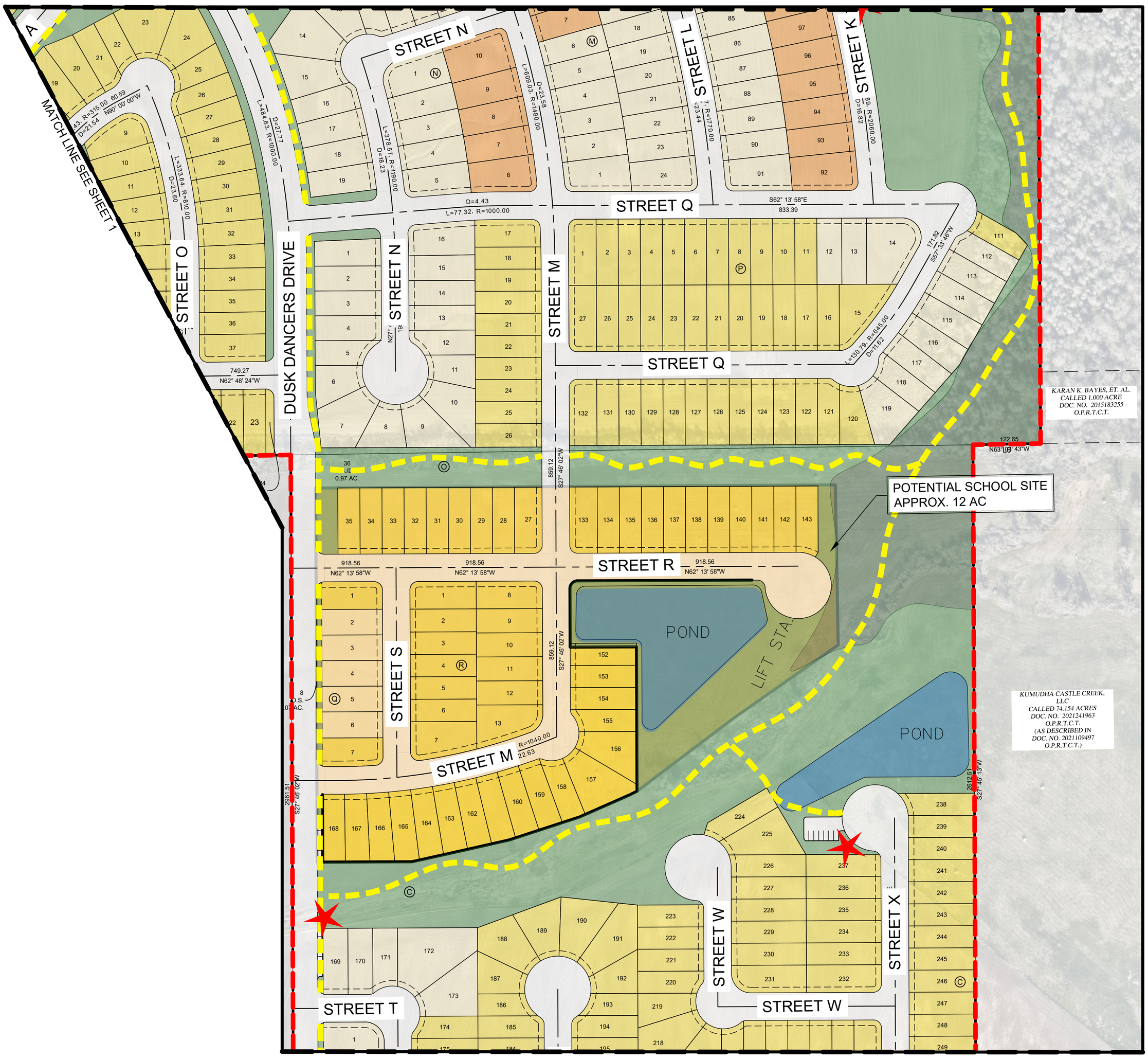
ELGIN GATEWAY
CONCEPT PLAN
SHEET 4 OF 5

SCALE: 1" = 100'
GRAPHIC SCALE IN FEET
0 50' 100' 200'

MATCH LINE SEE SHEET 3



MATCH LINE SEE SHEET 5

PROJECT NO. 1740-11783	DRAWN BY: TAM
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GRAY ENGINEERING
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Austin, Texas 78759
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ELGIN GATEWAY
CONCEPT PLAN
SHEET 5 OF 5

SCALE: 1" = 100'
GRAPHIC SCALE IN FEET
0 50' 100' 200'

MATCH LINE SEE SHEET 4

PROJECT NO. 1740-11783	DRAWN BY: TAM
DATE: 05/14/2024	CHECKED BY: CLO

GRAY ENGINEERING
8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
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EXHIBIT "D" TO CONSENT AND DEVELOPMENT AGREEMENT
DESCRIPTION OF ALBERT VOELKERS ROAD
IMPROVEMENTS

Developer will dedicate public right-of-way and construct improvements as required in a Traffic Impact Analysis to be approved by Travis County, TxDOT and the City of Elgin. The exact 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.

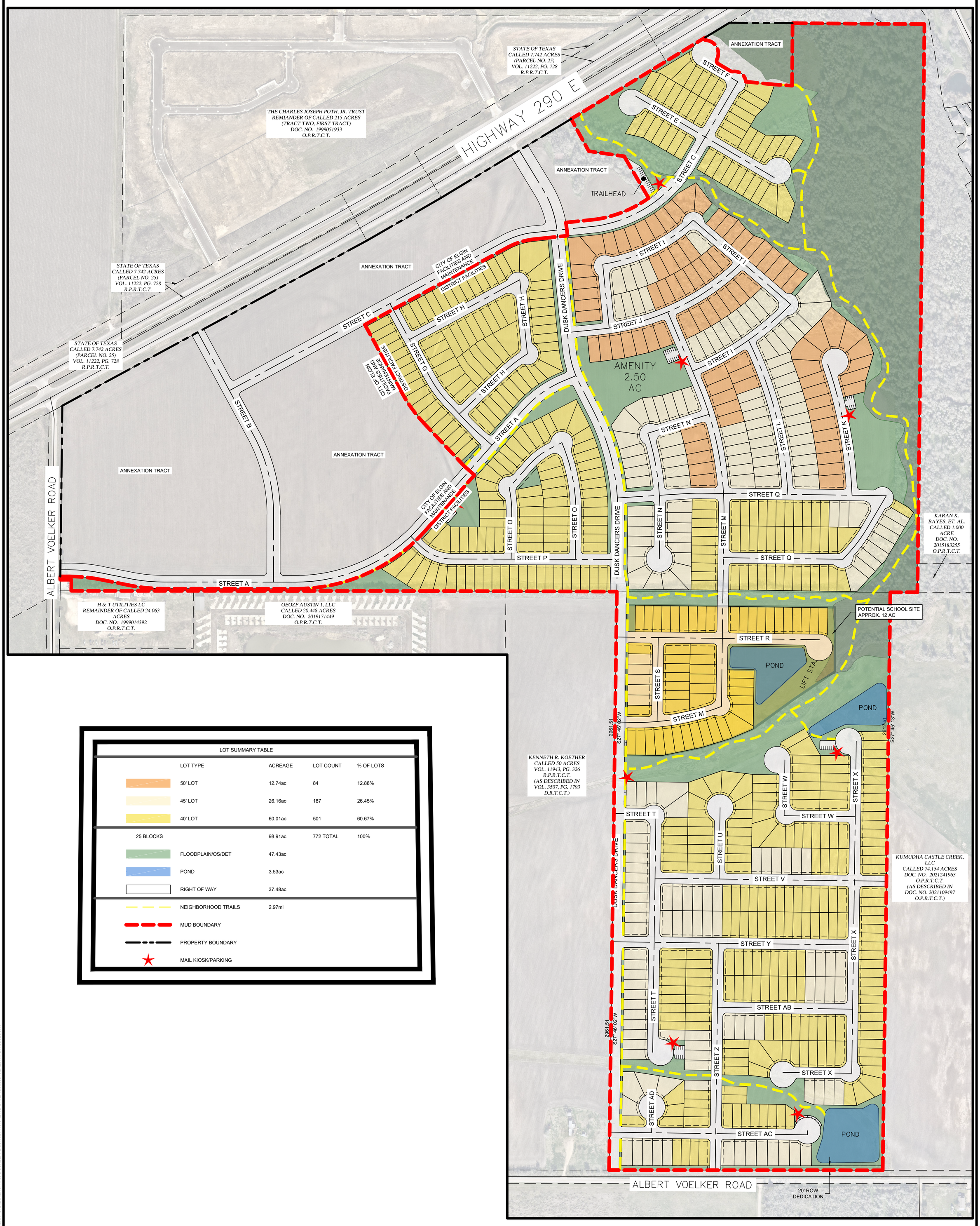
EXHIBIT "E" TO CONSENT AND DEVELOPMENT AGREEMENT
DEPICTION OF THE DISTRICT BOUNDARY

OWNER:
EPITOME DEVELOPMENT
281-216-9630

ENGINEER:
GRAY ENGINEERING INC.
8834 N CAPITAL OF TEXAS HWY
#410
AUSTIN, TX 78759
512-452-0371

SURVEYOR:
4WARD SURVEYING
4120 FREIDRICH LANE
SUITE 200
AUSTIN, TX 78744
512-537-2384

ELGIN GATEWAY
DEPICTION OF DISTRICT BOUNDARY



LOT SUMMARY TABLE

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	45' LOT	26.16ac	187	26.45%
	40' LOT	60.01ac	501	60.67%
25 BLOCKS		98.91ac	772 TOTAL	100%
	FLOODPLAIN/OS/DET	47.43ac		
	POND	3.53ac		
	RIGHT OF WAY	37.48ac		
	NEIGHBORHOOD TRAILS	2.97mi		
	MUD BOUNDARY			
	PROPERTY BOUNDARY			
	MAIL KIOSK/PARKING			

SCALE: 1"=200'
GRAPHIC SCALE IN FEET
0 100 200 300 400

PROJECT NO. 1740-11783	DRAWN BY: TAM
DATE: 05/14/2024	CHECKED BY: CLO

GRAY ENGINEERING
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Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946

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EXHIBIT "F" TO CONSENT AND DEVELOPMENT AGREEMENT
DESCRIPTION OF OFF-SITE GRAVITY MAIN

The Off-Site Gravity Main sizing is identified in the Wastewater Memorandum furnished by the Developer to the City. The costs associated with the 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. In addition, this Exhibit contains a visual for the Regional Lift Station and District Lift Station options set forth in the Agreement.

GRAY ENGINEERING
O 512.452.0371 : F 512.454.9933
8834 North Capital of Texas Highway, Suite 140
Austin, Texas 78759 : www.grayengineeringinc.com
TBPELS 2946

PROJECT: Austin Gateway

SUBJECT: Offsite Gravity Main

CLIENT: Austin Gateway, LLC

DATE: 4/9/2024

GEI NO.:

EXHIBITS:

A – Concept Plan

B – Offsite Wastewater Capacity Calculations

C – Offsite Gravity Main

D – Elgin WWTP No. 2 Report by TRC (Sept. 2022)

PREPARED BY: Chelsea Osbourn, P.E.

In support of the ongoing discussions regarding wastewater service for the proposed Austin Gateway development, we have prepared the following summary of calculations and exhibits. 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 in 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
   Austin Gateway, LLC has purchased one tract of land totaling 185.3613-acres (the *District)* located approximately three miles west of SH-95 and Hwy 290 intersection, on the south side of Hwy 290, within the ETJ of Elgin, Texas. The project is anticipated to contain up to 813 new single-family homes, 300 multi-family units, industrial and commercial land uses, an amenity center, pocket parks, and a substantial amount of open space/parkland. A Lotted Concept Plan of the Project has been provided in **Exhibit A**. In order to service the development, a new offsite gravity main is necessary to be designed and constructed from the south end of the development to the City's infrastructure located in Elm Creek to WWTP #2. Included herein and attached are supporting calculations in **Exhibit B** and a preliminary offsite gravity main in **Exhibit C** for the proposed wastewater system.

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. Austin Gateway (242.8 acres): 876.88 gpm PWWF (1,350 LUEs)
      Proposed 12" Main (at 0.30% slope) 85% capacity = 1,173.22 gpm PWWF

LAND USE	TOTAL LUE
SINGLE FAMILY	795
MULTI-FAMILY	210
INDUSTRIAL	
OFFICE WAREHOUSE	50
COMMERCIAL	
RETAIL	60
RESTURANT	200
OFFICE	25
OFFICE WAREHOUSE	10
TOTAL LUE	**1350**

3. WASTEWATER TREATMENT PLANT EXPANSION (PRO RATA COST SHARE)
   The City of Elgin is proposing to construct a Wastewater Treatment Plant #2. The Ausitn Gateway development is projected to have an overall capacity need of 0.33 MGD and will ultimately contribute to the regional, Wastewater Treatment Plant #2. Austin Gateway will pay pro-rata share of the wastewater treatment plan improvement costs to the City. The pro rata share of improvement costs will be equivalent to the 0.33 MGD needs of the development as a percentage of the overall capacity of the Wastewater Treatment Plant #2. For example, if the City elects to build a 1.83 MGD plant, the pro-rata share for this development is approximately 18% of the total capacity.

4. SUMMARY
   The above information is based on the current conceptual lot count of a maximum 1,350 living equivalent connections planned for the Austin Gateway project. The assumptions follow typical design practices often recognized by both City of Austin and/or TCEQ for local District projects. Capacity shares will 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.

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 830-660-5657 or by email cosbourn@grayengneeringinc.com

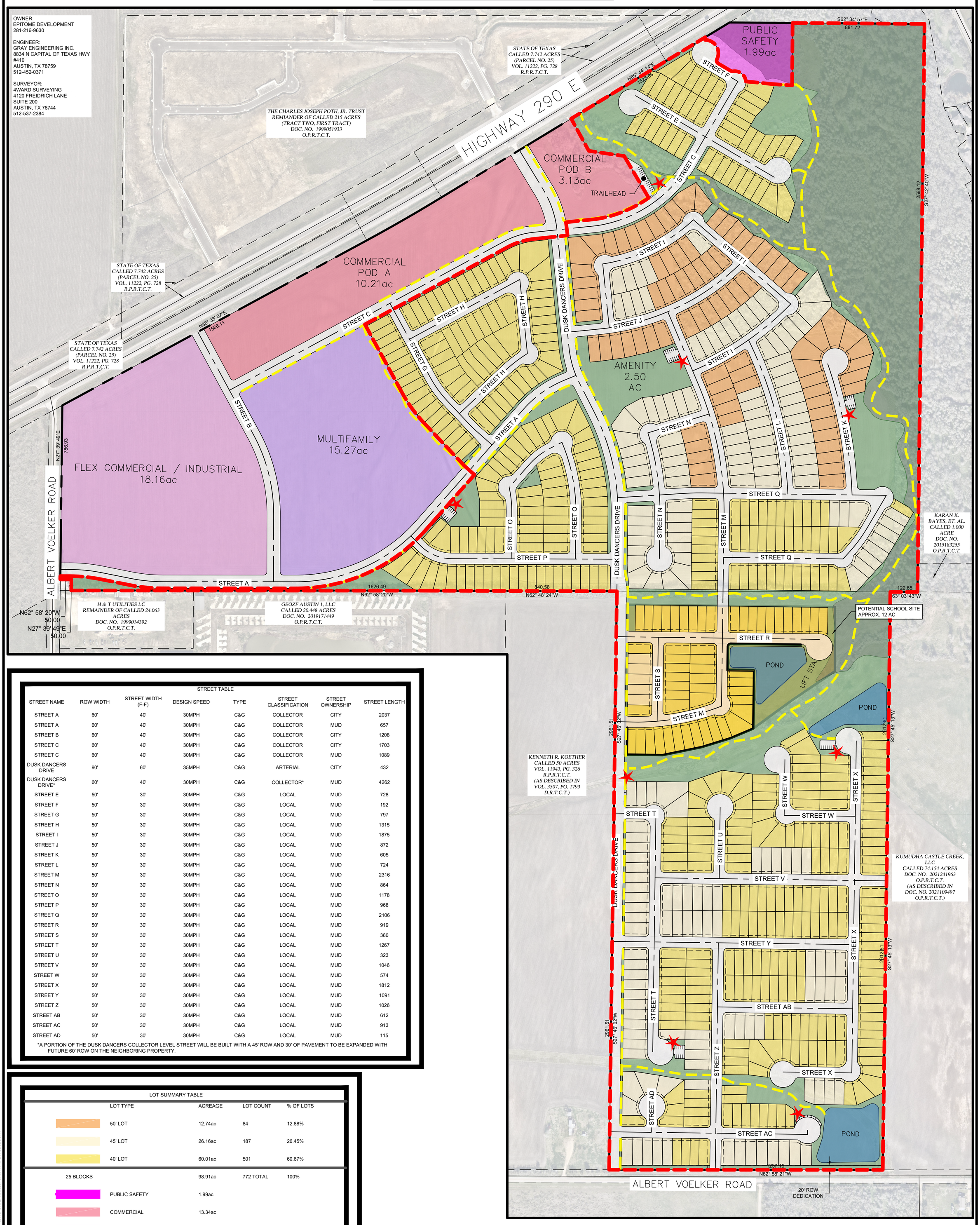
Sincerely,

11/06/2024

Chelsea Osbourn, P.E.

ATTACHMENT A
CONCEPT PLAN

ELGIN GATEWAY
CONCEPT PLAN



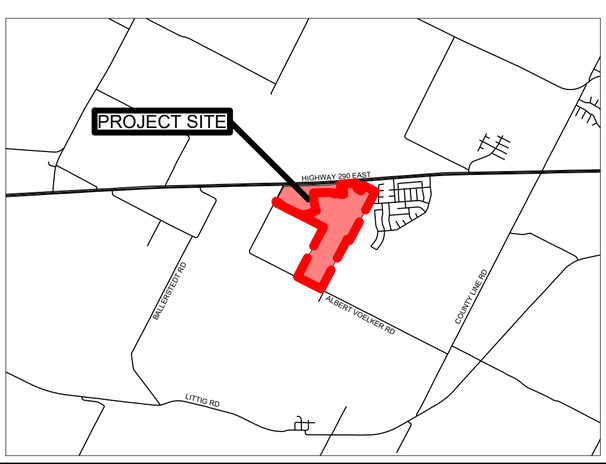
STREET TABLE

STREET NAME	ROW WIDTH	STREET WIDTH (F-F)	DESIGN SPEED	TYPE	STREET CLASSIFICATION	STREET OWNERSHIP	STREET LENGTH
STREET A	60'	40'	30MPH	C&G	COLLECTOR	CITY	2037
STREET A	60'	40'	30MPH	C&G	COLLECTOR	MUD	657
STREET B	60'	40'	30MPH	C&G	COLLECTOR	CITY	1208
STREET C	60'	40'	30MPH	C&G	COLLECTOR	CITY	1703
STREET C	60'	40'	30MPH	C&G	COLLECTOR	MUD	1089
DUSK DANCERS DRIVE	90'	60'	35MPH	C&G	ARTERIAL	CITY	432
DUSK DANCERS DRIVE*	60'	40'	30MPH	C&G	COLLECTOR*	MUD	4262
STREET E	50'	30'	30MPH	C&G	LOCAL	MUD	728
STREET F	50'	30'	30MPH	C&G	LOCAL	MUD	192
STREET G	50'	30'	30MPH	C&G	LOCAL	MUD	797
STREET H	50'	30'	30MPH	C&G	LOCAL	MUD	1315
STREET I	50'	30'	30MPH	C&G	LOCAL	MUD	1875
STREET J	50'	30'	30MPH	C&G	LOCAL	MUD	872
STREET K	50'	30'	30MPH	C&G	LOCAL	MUD	605
STREET L	50'	30'	30MPH	C&G	LOCAL	MUD	724
STREET M	50'	30'	30MPH	C&G	LOCAL	MUD	2316
STREET N	50'	30'	30MPH	C&G	LOCAL	MUD	864
STREET O	50'	30'	30MPH	C&G	LOCAL	MUD	1178
STREET P	50'	30'	30MPH	C&G	LOCAL	MUD	968
STREET Q	50'	30'	30MPH	C&G	LOCAL	MUD	2106
STREET R	50'	30'	30MPH	C&G	LOCAL	MUD	919
STREET S	50'	30'	30MPH	C&G	LOCAL	MUD	380
STREET T	50'	30'	30MPH	C&G	LOCAL	MUD	1267
STREET U	50'	30'	30MPH	C&G	LOCAL	MUD	323
STREET V	50'	30'	30MPH	C&G	LOCAL	MUD	1046
STREET W	50'	30'	30MPH	C&G	LOCAL	MUD	574
STREET X	50'	30'	30MPH	C&G	LOCAL	MUD	1812
STREET Y	50'	30'	30MPH	C&G	LOCAL	MUD	1091
STREET Z	50'	30'	30MPH	C&G	LOCAL	MUD	1026
STREET AB	50'	30'	30MPH	C&G	LOCAL	MUD	612
STREET AC	50'	30'	30MPH	C&G	LOCAL	MUD	913
STREET AD	50'	30'	30MPH	C&G	LOCAL	MUD	115

*A PORTION OF THE DUSK DANCERS COLLECTOR LEVEL STREET WILL BE BUILT WITH A 45' ROW AND 30' OF PAVEMENT TO BE EXPANDED WITH FUTURE 60' ROW ON THE NEIGHBORING PROPERTY.

LOT SUMMARY TABLE

	LOT TYPE	ACREAGE	LOT COUNT	% OF LOTS
	50' LOT	12.74ac	84	12.88%
	45' LOT	26.16ac	187	26.45%
	40' LOT	60.01ac	501	60.67%
25 BLOCKS		98.91ac	772 TOTAL	100%
	PUBLIC SAFETY	1.99ac		
	COMMERCIAL	13.34ac		
	FLEX COMMERCIAL/ INDUSTRIAL	18.16ac		
	MULTIFAMILY	15.27ac		
	FLOODPLAIN/OS/DET	47.43ac		
	POND	3.53ac		
	RIGHT OF WAY	44.99ac		
		241.6340ac TOTAL		
	NEIGHBORHOOD TRAILS	3.16mi		
	PROPERTY BOUNDARY			
	MUD BOUNDARY			
	MAIL KIOSK/PARKING			



SCALE: 1" = 200'
GRAPHIC SCALE IN FEET
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TBPELS FIRM #2946

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ELGIN GATEWAY
CONCEPT PLAN
SHEET 2 OF 5

SCALE: 1" = 100'
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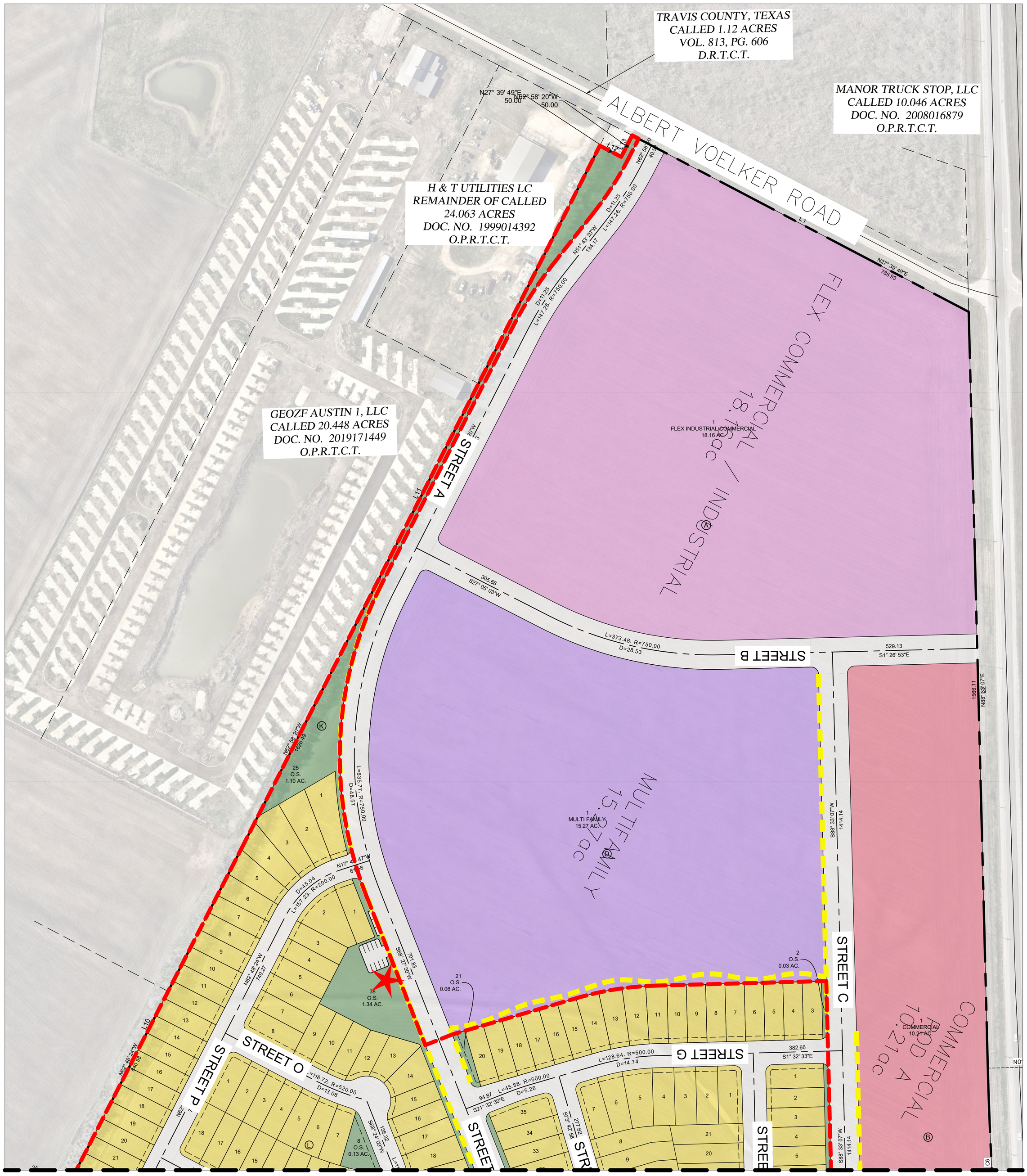

MATCH LINE SEE SHEET 3

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ELGIN GATEWAY
CONCEPT PLAN
SHEET 3 OF 5

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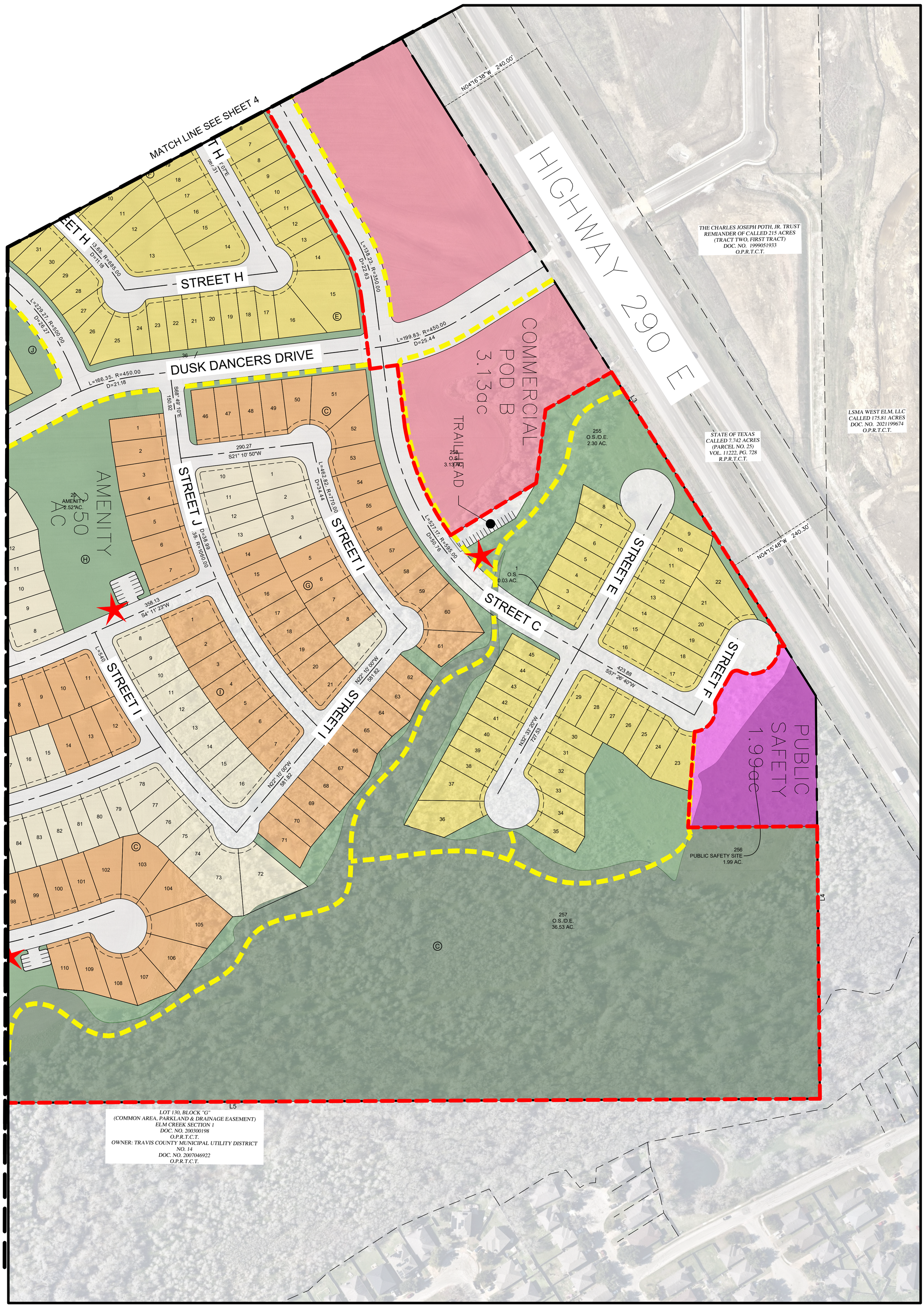

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ELGIN GATEWAY
CONCEPT PLAN
SHEET 4 OF 5

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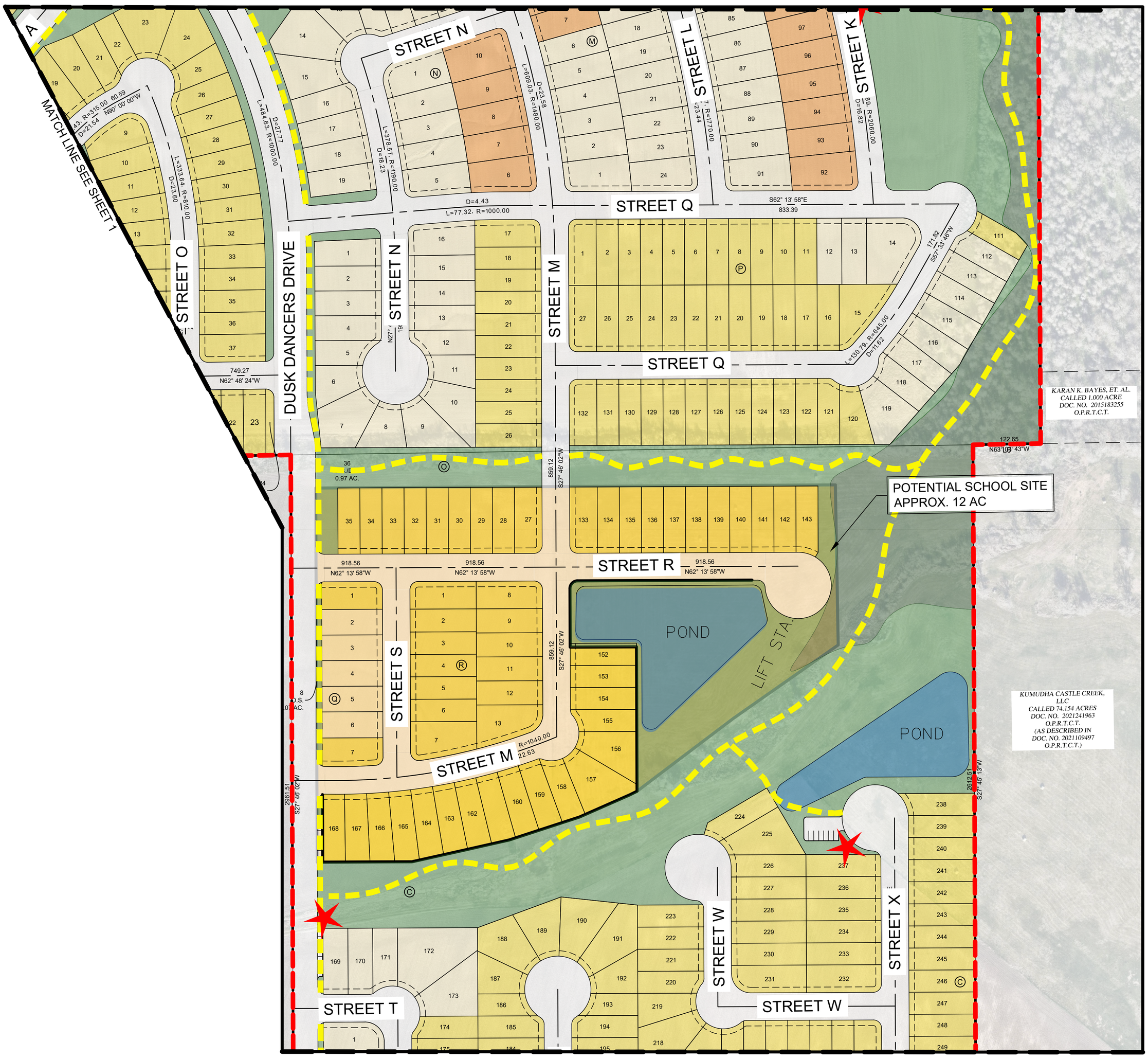

MATCH LINE SEE SHEET 5

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ELGIN GATEWAY
CONCEPT PLAN
SHEET 5 OF 5

SCALE: 1" = 100'
GRAPHIC SCALE IN FEET
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ATTACHMENT B
OFFSITE WASTEWATER CAPACITY CALCULATIONS

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Austin, Texas 78759 : www.grayengineeringinc.com
TBPELS 2946

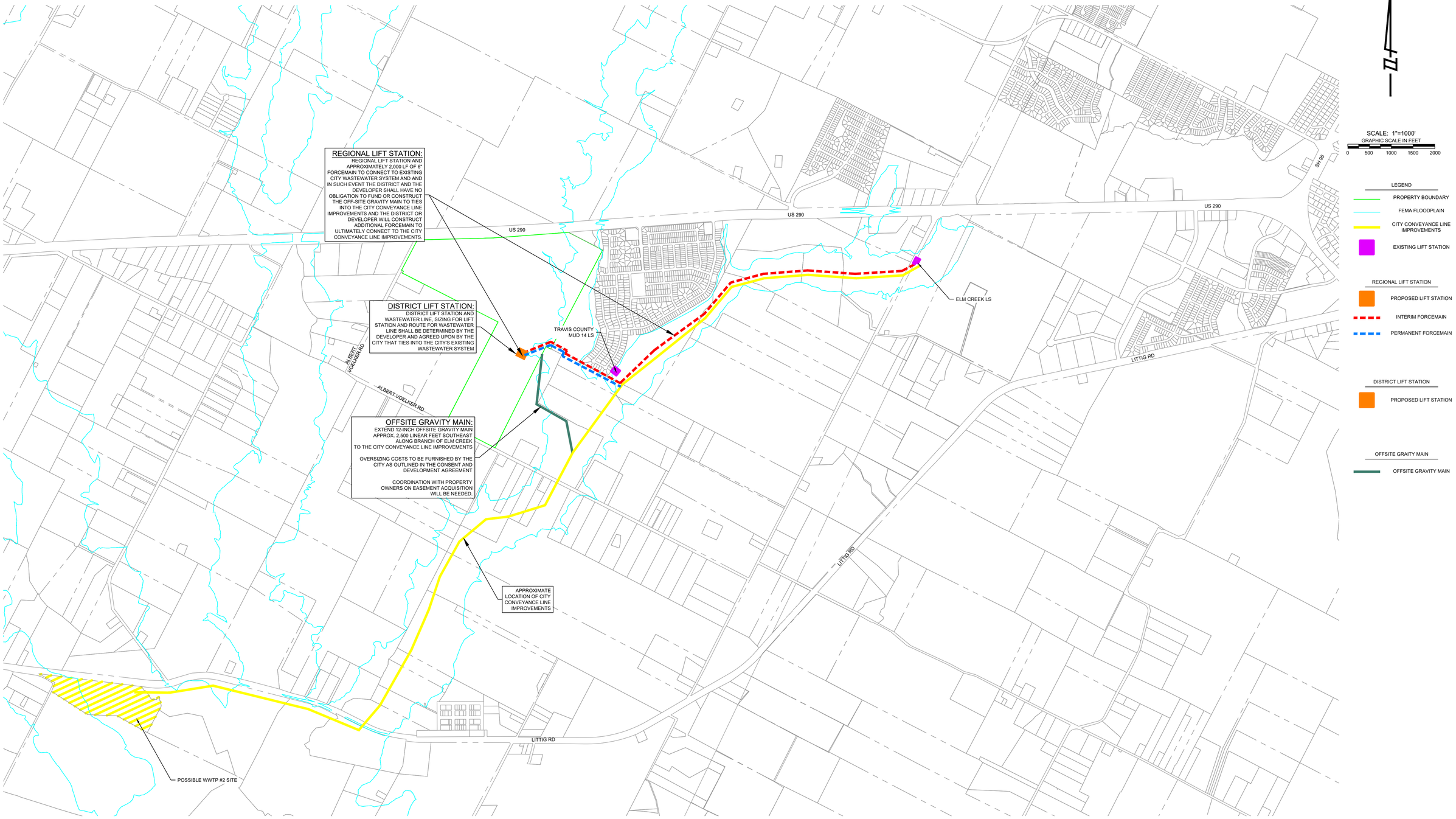
OFFSITE WASTEWATER INTERCEPTOR CAPACITY CALCUATIONS																	
LINE #	FROM	TO	DESCRIPTION	PIPE DIAMETER (IN)	UPSTREAM SLOPE (%)	TOTAL # OF LUEs	F	PEAKING FACTOR	PDWF (GPM)	TOTAL ACRES	I/I (GPM)	PWWF (GPM)	DEPTH OF PDWF (IN)	PDWF % FULL	DEPTH OF PWWF (IN)	PWWF % FULL	VELOCITY (FULL, FT/S)
WW-A	AUSTIN GATEWAY	CITY CONNECTION POINT	WW LINE A	12	0.30%	1350	229.69	3.27	750.42	242.8	126.4583	876.88	7.1	59.3%	7.9	65.8%	3.23

LUEs - Refers to the number of Living Unit Equivalents being serviced by the wastewater line.
"F" is the average dry-weather flow (ADWF) in gal/min based on a 70 gal/day/capita for the service population. In this case for single-family 245 gal/day/dwelling unit - (based on City of Austin Utility Criteria Manual 2.9.4
Peaking Factor = (18+(0.0206xF)^0.5)/(4+(0.0206xF)^0.5) - (based on City of Austin Utility Criteria Manual 2.9.4.A.4)
PDWF = Peak Dry-Weather Flow: PDWF (gal/day) = ADWF (gal/day) x PF - (based on City of Austin Utility Criteria Manual 2.9.4)
Total Area = Ares of Project to be serviced by the wastewater line
(I/I) = Infiltration Flow (gpd): 750 gpd/acre - (based on City of Austin Utility Criteria Manual 2.9.4.A.3)
PWWF = Peak Wet-Weather Flow:PWWF (gal/day) = ADWF (gal/day) x PF + I/I - (based on City of Austin Utility 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 Utility Criteria Manual 2.9.4.B.2.a)
Depth of PWWF = Test to ensure that PWWF 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 Utility Criteria Manual 2.9.4.B.2.a)
Velocity = Tested in FlowMaster to ensure that PDWF has a minimum velocity of 4 ft/s - (based on City of Ausitn Criteria Manual 2.9.4.B.3)

STATE OF TEXAS
CHELSEA OSBOURN
140080
LICENSED
PROFESSIONAL ENGINEER
11/06/2024

ATTACHMENT C
OFFSITE GRAVITY MAIN ROUTE

ELGIN GATEWAY
WASTEWATER INTERCEPTOR ROUTE



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ATTACHMENT D

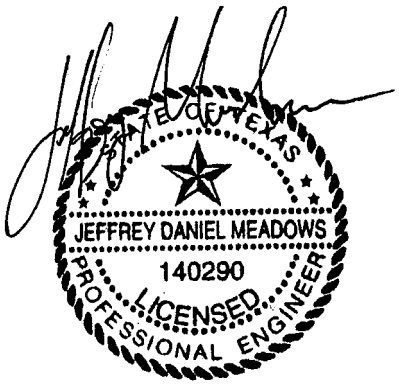
ELGIN WWTP NO. 2 REPORT BY TRC (SEPT. 2022)

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		0.492	1.968
Poth Tract		106		0.026	0.104
Northside Meadows		229		0.056	0.225
Stone Creek Ranch		407		0.100	0.400
Total		**5110**		**1.250**	**5.00**
Combined Total		**7389**		**1.811**	**7.242**

(1) From Impact Fee Study.
(2) People per home times avg. production of 100 gallons per person per day.

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

3.4 Future Sewer Production Within Entire Watershed

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

Table 3.4
Elm Creek Entire Watershed Year 2047

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

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

3.5 Future Sewer Trunk Line to Serve Elm Creek Watershed

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

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

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

3.6 Elm Creek Lift Station

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

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

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

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

3.7 Summary

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

4.0 WILLOW CREEK WATERSHED

4.1 Existing Land Conditions

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

Table 4.1
Willow Creek Watershed

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

4.2 Existing Sewer Production

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

4.3 Immediate Sewer needs "Brickston Development"

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

Table 4.2
Brickston Development

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

(1) From Impact Fee Study
(2) People per home times avg. waste of 100 gallons per person per day
(3) From preliminary Brickston Development Plans
(4) Travis County recommended values

4.4 Future Production within CCN

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

Table 4.3
Willow Creek (CCN Area) year 2047

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

(1) From Impact Fee Study.
(2) Assumed 4 residential units per acre.
(3) People per home times avg. waste of 100 gallons per person per day.
(4) Population determined by 8% growth/yr. of current population for the next 25 years.

4.5 Future Production within Entire Watershed

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

Table 4.4
Willow Creek Entire watershed year 2047

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

(1) From Impact Fee Study.
(2) Assumed 4 residential units per acre.
(3) People per home times avg. waste of 100 gallons per person per day.
(4) Population determined by 8% growth/yr. of current population for the next 25 years.

4.6 Sewer Trunk Line to Serve Brickston Development

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

Table 4.5
21" Trunk Line Opinion of Probable Construction Cost

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

4.7 Sewer Trunk Line to Serve Willow Creek Watershed

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

Table 4.6
27" Trunk Line Opinion of Probable Construction Cost

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

4.8 Summary

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

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

5.0 WASTEWATER TREATMENT PLANT

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

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

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

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

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

- If Option 1 is selected, the plant site can be expanded in the future as other drainage basin development occurs.

- Depending on how long it takes for the Brickston Development to build out, the Option 1 plant could treat flows produced from other developed areas within the drainage basin, but receipt of flows other than from Brickston would require the plant expansion to occur sooner than anticipated.

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

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

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

5.2 Option 2: Plant Sized for Development with Additional Capacity

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

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

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

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

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

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

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

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

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

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

6.0 CONCLUSIONS

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

Table 6.1
Construction Scenarios to Satisfy Wastewater Projections

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

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

Exhibit A

EXHIBIT A
WATERSHEDS & CCN BOUNDARIES
ELGIN, TX

WILLOW CREEK WATERSHED
13,781 Ac.
(MINUS PFLUGERVILLE CCN)

ELM CREEK WATERSHED
10,404 Ac.
(MINUS EXISTING WWTP)

WILLOW CREEK WATERSHED
WITHIN CCN
6,725 Ac.

ELM CREEK WATERSHED
WITHIN CCN
8,836 Ac.

FUTURE
WWTP

EXISTING
WWTP

MANOR

ELGIN

973

95

COUNTY LINE RD

BRICKSTON

OLD KIMBRO RD

US-290

ALBERT VOELKER RD

ELM CREEK
LIFT STATION

EXISTING
WWTP

PROPOSED WWTP #2
POSSIBLE SITE

N

July 28, 2022

0 0.25 0.5 1 1.5 2 2.5 Miles

TRC ENGINEERS, INC.
505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX 78752
T.B.P.E. FIRM REGISTRATION # F-8632
(512) 454 - 8711

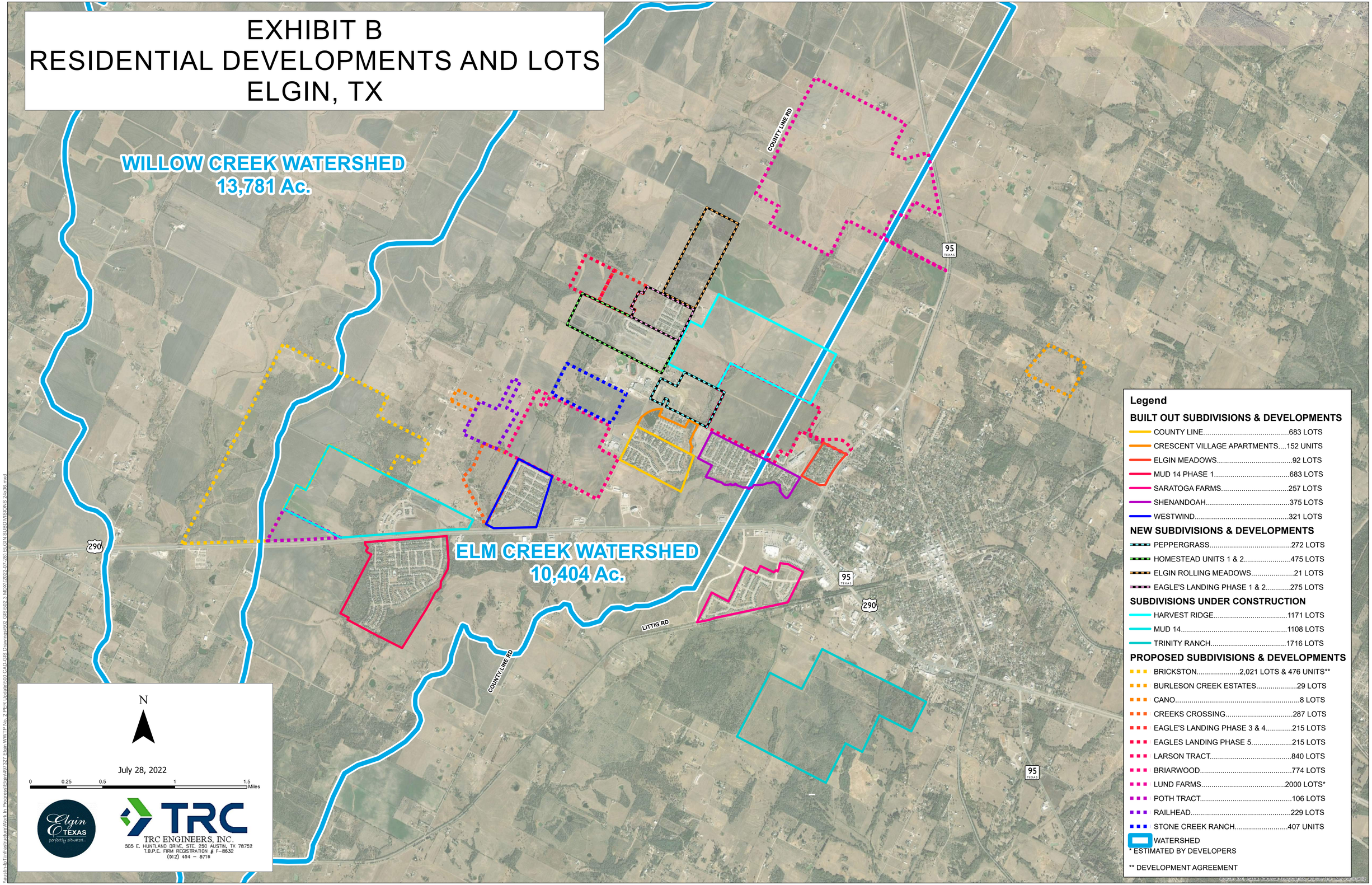
Legend

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

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Exhibit B

EXHIBIT B
RESIDENTIAL DEVELOPMENTS AND LOTS
ELGIN, TX

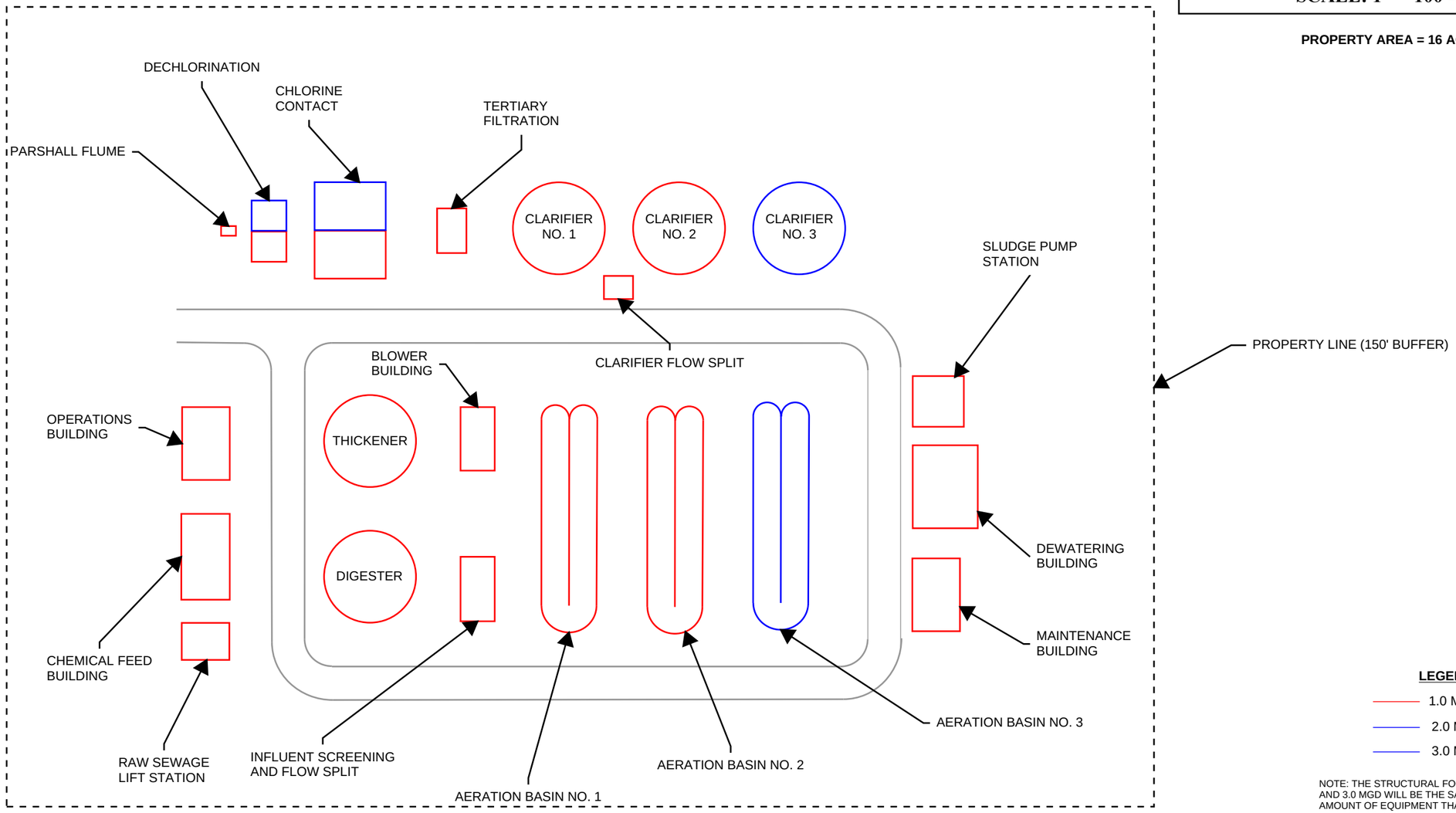


\\austin-fp1\infrastructure\Work In Progress\Elgin\497327 Elgin WWTP No. 2 PER Update\500 CAD-GIS Drawings\502 GIS\502.3 MDX\(2022-07-28) ELGIN SUBDIVISIONS 24x36.mxd

Exhibit C

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

PROPERTY AREA = 16 ACRES



LEGEND

- 1.0 MGD
- 2.0 MGD
- 3.0 MGD

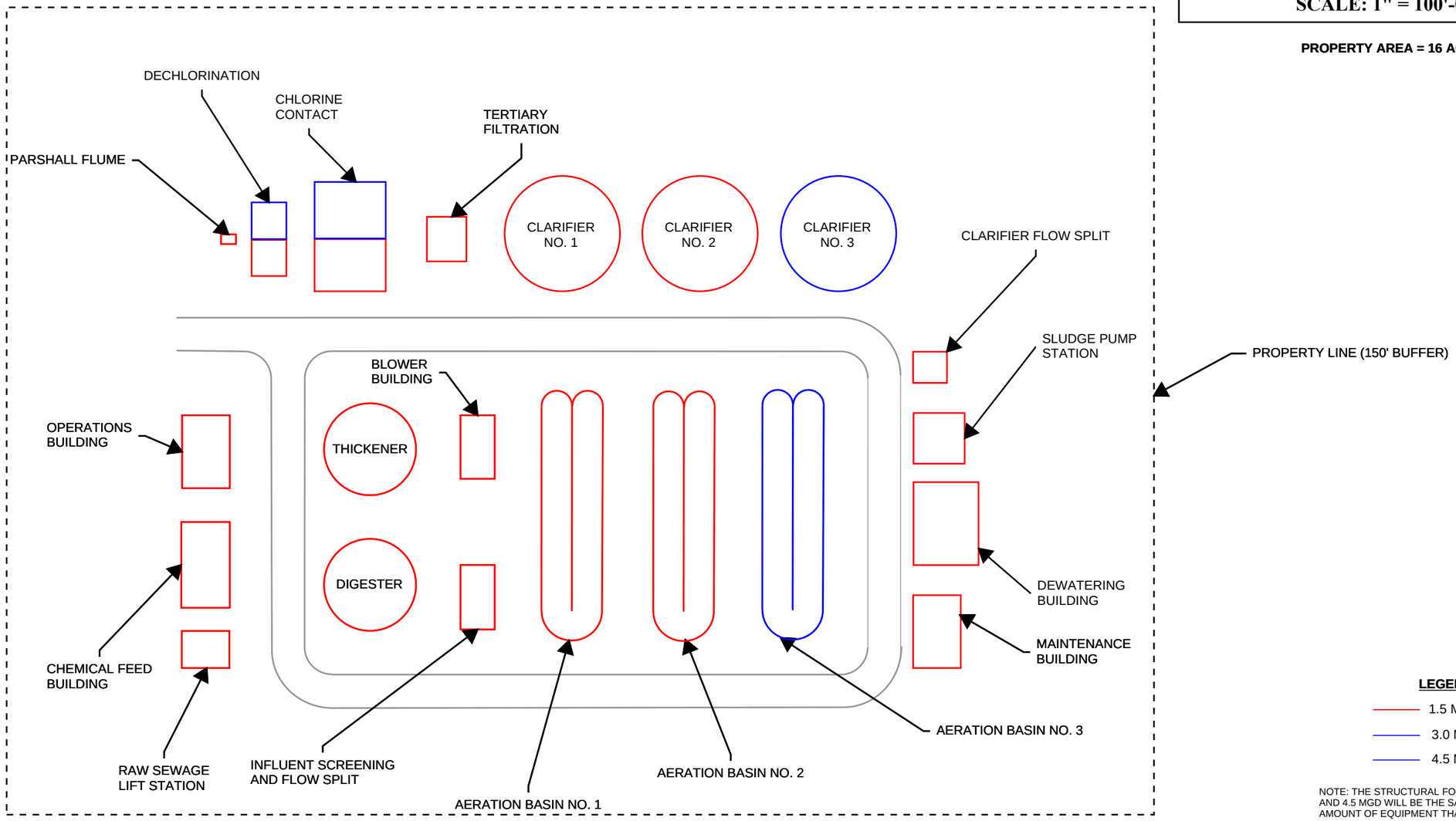
NOTE: THE STRUCTURAL FOOTPRINTS OF 2.0 MGD AND 3.0 MGD WILL BE THE SAME, HOWEVER, THE AMOUNT OF EQUIPMENT THAT WILL BE INSTALLED WILL BE LESS FOR 2.0 MGD THAN FOR 3.0 MGD.

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

Exhibit D

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

PROPERTY AREA = 16 ACRES



LEGEND

- 1.5 MGD
- 3.0 MGD
- 4.5 MGD

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

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(512) 454 – 8716

EXHIBIT "G" TO CONSENT AND DEVELOPMENT AGREEMENT
FORM OF CONSENT RESOLUTION

RESOLUTION NO. 2024-11-12-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN CONSENTING TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT AND INCLUSION OF LAND

WHEREAS, the City of Elgin ("City") has received a request for its consent to the inclusion of the tract of real property encompassing approximately 185.3613 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 Travis County Municipal Utility District No. 36 (or next available numerical designation) 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(s) 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 creation of the District and inclusion of the Property within the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVISE 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. The City Council of the City hereby grants its consent to the creation of the district and inclusion of the Property within the District. The City Council of the City hereby grants its consent to the acquisition of road powers by the District.

Section 2. Authorization. The Mayor and City Secretary are authorized to execute any documents necessary to effectuate this Resolution.

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. 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.

PASSED AND ADOPTED this 12th day of November 2024,

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary
(SEAL)

EXHIBIT "H" 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, for the portion of the Property located within the City's extraterritorial jurisdiction, the Project 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. 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 District Tract.

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

3. Sec. 36-30(g) – A preliminary plat shall expire 7 years after the date of approval if provided of the entire development.

4. 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.

5. Sec. 36-81(3) – Local streets are to have a minimum centerline radius of 170', with no maximum radius.

6. 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 streels shall intersect at an angle of seventy degrees (70°) to one hundred and ten degrees (110°).

7. 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.

8. Sec. 36-140 – 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.

9. 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.

10. Sec. 36-170 – All single family detached lots platted in subdivisions located within the Project shall be a minimum of 3,600 square feet.

11. Sec. 36-171 – All single family detached lots platted in subdivisions located within the Project shall be a minimum of thirty-five feet (35') in width.

12. Sec. 36-202(a)(l) and (2) - Residential blocks for collector streets shall be no longer than sixteen hundred feet (1,600'), measured along the street centerline. Maximum

block length along an arterial street does not apply to this subdivision.

13. Sec. 36-202(b)(3) –There shall be no maximum length for a loop road.

14. Sec. 36-202(c) – Maximum block length along a major street does not apply to this subdivision.

15. 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.

16. Sec. 36-312(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 per Travis County requirements.

17. 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.

18. 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 Project.

19. 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 Project. No landscape plan shall be required by the City for single family residential lots, common area lots, drainage/open space lots, landscape lots, park lots or amenity lots and/or individual lots within the District Tract.

20. The District Tract is exempt from all provisions in the Applicable Ordinances relating to irrigation plans.

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 Project 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 and alley-loaded single-family lots:

Front Setback: Twenty feet (20')*
Rear Setback: Ten feet (10')
Side Setback: Five feet (5')
Corner Side Setback: Ten feet (10')
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. Industrial and Commercial Standards.

Impervious Cover: 85% maximum impervious cover allowed.

D. 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 Project are required to be designed and constructed pursuant to County requirements, the City hereby grants all required variances from the Applicable Ordinances necessary to permit construction of such streets to County standards.

E. 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. Drainage collection facilities within the District shall be designed per the requirements of Section 5, "Storm Drains" of the City of Austin Drainage Criteria Manual.

F. Signage.

A Master Sign Plan has been prepared and is attached as Exhibit "J" to the Elgin Gateway Development Agreement. If there is a conflict between this Exhibit "H" and Exhibit "J" and Chapter 32 of the Revised Code of Ordinances, City of Elgin, Texas, 2013 (the "Sign Ordinance"). This Exhibit "H" and Exhibit "J" shall prevail.

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

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

In addition to any other variances set forth in this Exhibit "H", Exhibit "J", and the Agreement, the City hereby grants to following variances to the Sign Ordinance:

1. Sec. 32-167 – Freestanding signs shall be permitted on all lots with no minimum street frontage.

2. Sec. 32-168 – Freestanding signs shall be permitted to be erected within 10 feet of another freestanding sign.

3. Sec. 32-193(1) – *Number*. The number of signs that identify the name of a single-family residential subdivision, located at any street entrance to the subdivision, shall be erected and consistent with the Master Sign Plan included as Exhibit "J" to this Agreement.

4. Sec. 32-193(2) – Landscaping and irrigation may be installed within the sign lot or applicable easement. There shall otherwise be no installation location requirement. There shall be no minimum spacing requirement from the base of a sign.

5. Sec. 32-194(3) – *Maximum sizes and heights*. Signs that identify the name of a single-family residential subdivision, located at any street entrance to the subdivision, shall be erected to a maximum size of 650 square feet and maximum height of 12 feet, provided, that decorative entry features associated with subdivision entry monumentation such as bell towers, tanks, or other structures shall not be restricted to a maximum height of 12 feet.

6. Sec. 32-194(1) – *Number*. The number of signs that identify the name and/or address of an apartment, townhouse, condominium or other multifamily residential complex, located at any street or private drive entrance to the complex, shall be erected and consistent with the Master Sign Plan included as Exhibit "J" to this Agreement.

7. Sec. 32-194(2) – – Landscaping and irrigation may be installed within the sign lot or applicable easement. There shall otherwise be no installation location requirement. There shall be no minimum spacing requirement from the base of a sign.

8. Sec. 32-194(3) – *Maximum sizes and heights*. Signs that identify the name and/or address of an apartment, townhouse, condominium or other multifamily residential complex, located at any street or private drive entrance to the complex, shall be erected to a maximum size of 650 square feet and maximum height of 12 feet, provided, that decorative entry features associated with the complex entry monumentation such as bell towers, tanks, or other structures shall not be restricted to a maximum height of 12 feet.

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

1. Community Signs. The Community Sign category includes two (2) types of community signs. These signs either designate an entry or convey the character/identity of the community. The two (2) community signs type include one (1) Primary Community Entry monument to be located along Hwy 290, one (1) Secondary Community Entry monument to be located along Hwy 290, and one (1) Secondary Community Entry monument located at Albert Voelker at the N/S collector street.
2. Facility Sign. A Facility Sign (1) may be constructed with the Project. One (1) Facility sign may be located at the entrance into the Amenity Center. One (1) Facility sign may be located at the entrance into the Trailhead.
3. Special Signs. The Directional/Lifestyle Signs category includes a series of signs (total not to exceed four (4) used to create a strong sense of place and guide people within the Project.

G. <u>Sign Lighting</u>

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

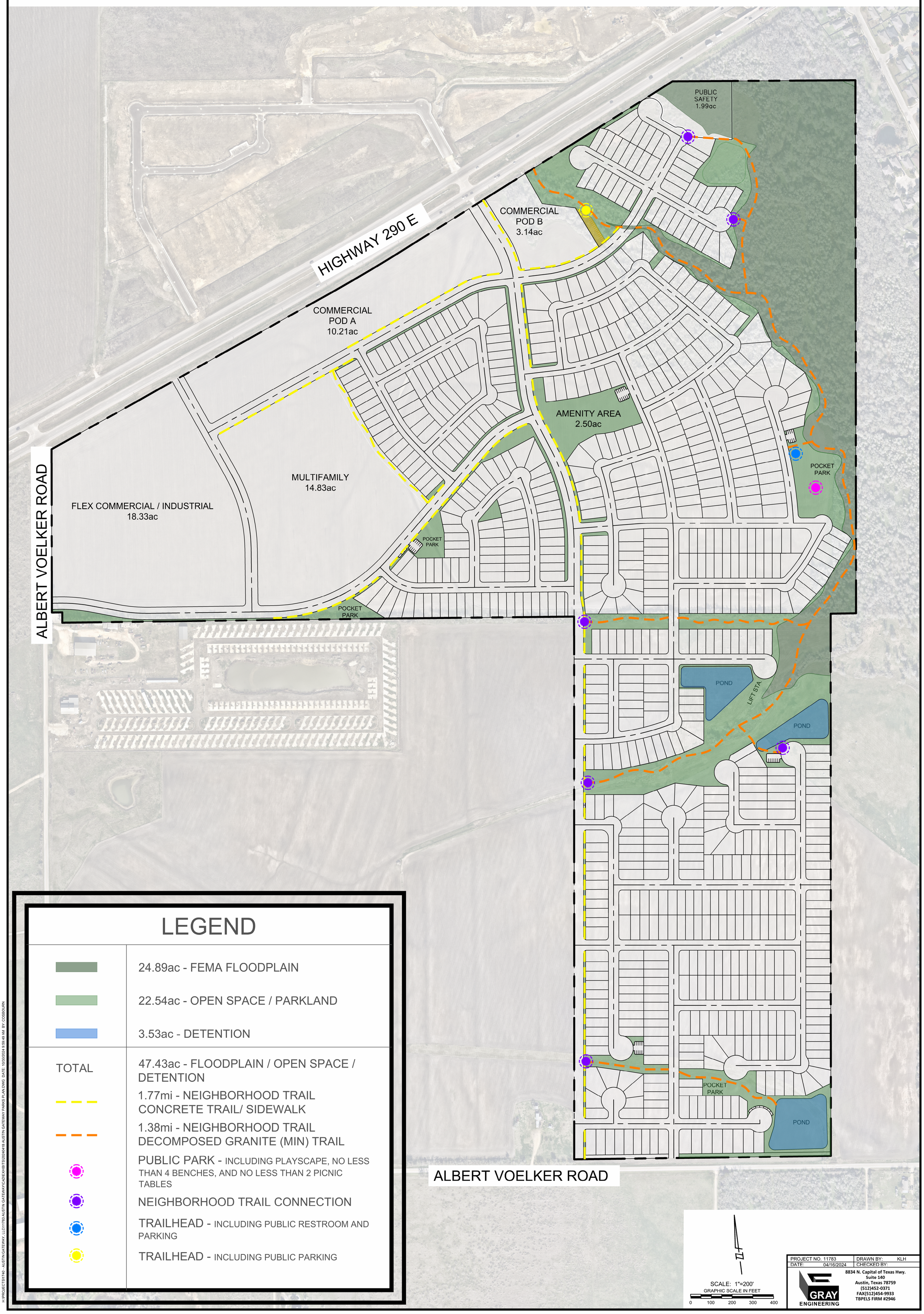
1. Illumination shall be shielded so there is no glare in the public right-of-way and adjacent properties.
2. Illumination may include lighted cabinet, halo lighting, wall wash up-lighting, landscape up-lighting, and under cap lighting.

H. 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 30 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 Project 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 Project, rather than a plat-by-plat basis.

EXHIBIT "I" TO CONSENT AND DEVELOPMENT AGREEMENT
PARKS PLAN

ELGIN GATEWAY
PARKS PLAN



LEGEND

	24.89ac - FEMA FLOODPLAIN
	22.54ac - OPEN SPACE / PARKLAND
	3.53ac - DETENTION
TOTAL	47.43ac - FLOODPLAIN / OPEN SPACE / DETENTION
	1.77mi - NEIGHBORHOOD TRAIL CONCRETE TRAIL/ SIDEWALK
	1.38mi - NEIGHBORHOOD TRAIL DECOMPOSED GRANITE (MIN) TRAIL
	PUBLIC PARK - INCLUDING PLAYSCAPE, NO LESS THAN 4 BENCHES, AND NO LESS THAN 2 PICNIC TABLES
	NEIGHBORHOOD TRAIL CONNECTION
	TRAILHEAD - INCLUDING PUBLIC RESTROOM AND PARKING
	TRAILHEAD - INCLUDING PUBLIC PARKING

SCALE: 1"=200'
GRAPHIC SCALE IN FEET
0 100 200 300 400

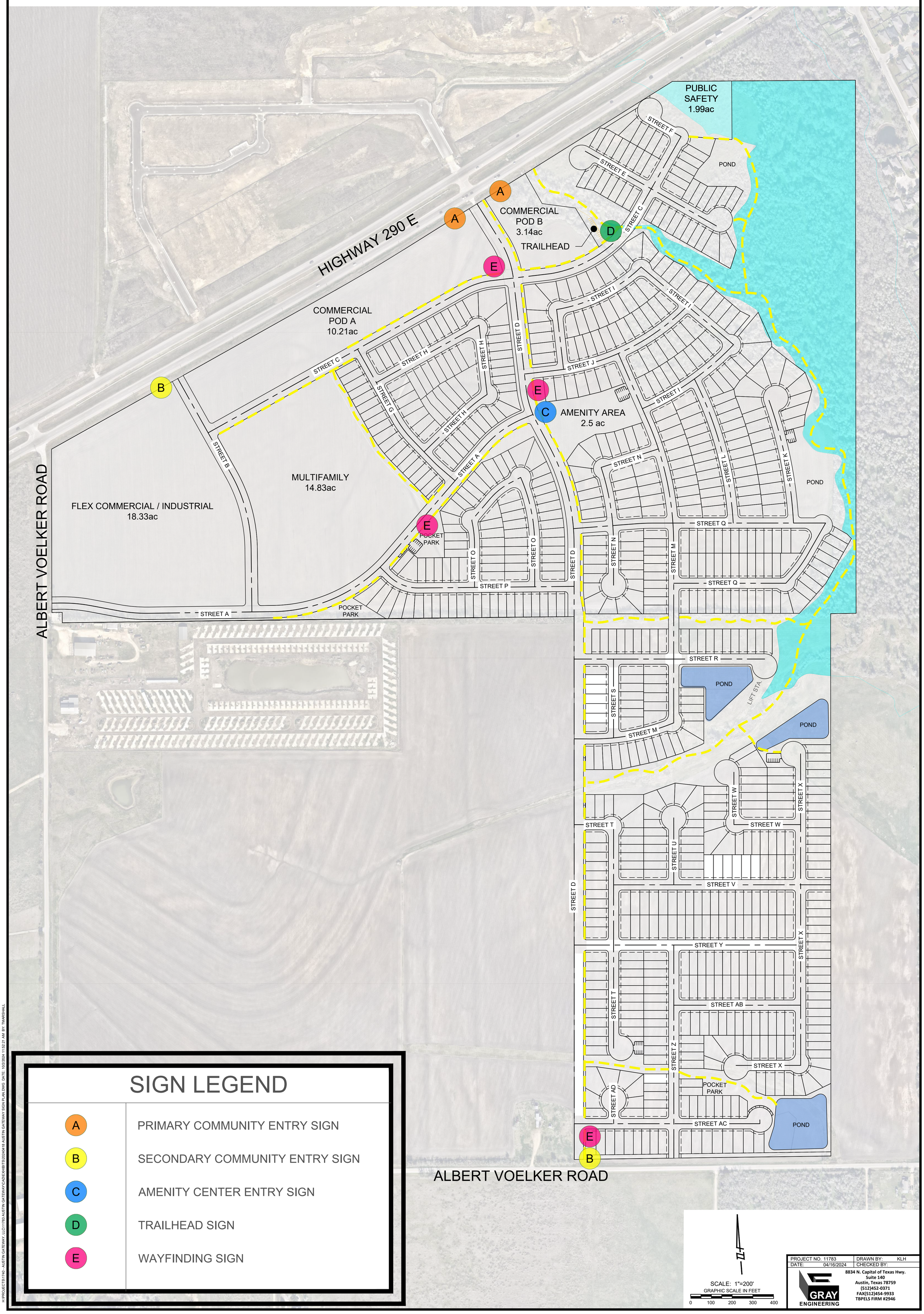
PROJECT NO. 11783	DRAWN BY: KLH
DATE: 04/16/2024	CHECKED BY:

GRAY ENGINEERING
8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946

H:\PROJECTS\1740 - AUSTIN GATEWAY, LLC\11783 AUSTIN GATEWAY\CAD\EXHIBITS\20240418 AUSTIN GATEWAY PARKS PLAN.DWG DATE: 10/30/2024 9:59:49 AM BY: COSBOURN

EXHIBIT "J" TO CONSENT AND DEVELOPMENT AGREEMENT
MASTER SIGN PLAN

ELGIN GATEWAY
SIGNAGE PLAN



SIGN LEGEND

A	PRIMARY COMMUNITY ENTRY SIGN
B	SECONDARY COMMUNITY ENTRY SIGN
C	AMENITY CENTER ENTRY SIGN
D	TRAILHEAD SIGN
E	WAYFINDING SIGN

SCALE: 1"=200'
GRAPHIC SCALE IN FEET
0 100 200 300 400

PROJECT NO. 11783	DRAWN BY: KLH
DATE: 04/16/2024	CHECKED BY:

GRAY ENGINEERING
8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946

H:\PROJECTS\1740 - AUSTIN GATEWAY, LLC\11783 AUSTIN GATEWAY\CAD\EXHIBITS\20240418 AUSTIN GATEWAY SIGN PLAN.DWG DATE: 10/2/2024 11:52:21 AM BY: TMARSHALL

EXHIBIT "K" TO CONSENT AND DEVELOPMENT AGREEMENT
STRATEGIC PARTNERSHIP AGREEMENT

STRATEGIC PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF ELGIN, TEXAS AND
TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. _____

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This Strategic Partnership Agreement (this "Agreement") is entered into by and between the City of Elgin, Texas (the "City") and Travis County Municipal Utility District No. _____(the "District").

RECITALS

WHEREAS, the City is a home-rule municipal corporation created and existing under the laws of the State of Texas and situated in Travis County, Texas; and

WHEREAS, the District is a municipal utility district created under and subject to the authority, conditions, and restrictions of Article XVI, Section 59 of the Texas Constitution, and Chapters 49 and 54 of the Texas Water Code, all as amended; and

WHEREAS, the City and the District are individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, Chapter 43 of the Texas Local Government Code (the "Act") and, specifically, Section 43.0751 of the Act authorize the City and the District to negotiate and enter this Agreement; and

WHEREAS, the District encompasses approximately 185.3613 acres, more or less, located within the extraterritorial jurisdiction of the City as depicted on **Exhibit A** and more fully described on **Exhibit B** attached to this Agreement (the "Development"); and

WHEREAS, Castle Elgin, LLC and Austin Gateway, LLC (collectively, the "Landowner") are the current owners of the Development, as reflected in the current tax rolls of the appraisal district of Travis County; and

WHEREAS, pursuant to Section 43.0751 of the Act, the City desires to annex all of the land in the Development for the limited purposes of imposing and collecting sales and use taxes within the Development and subjecting the Development to the development standards of the City, subject to the limitations set forth in Section 2.4 hereof (the "Limited Purposes"); and

WHEREAS, subject to the terms and conditions of this Agreement and for the health, safety, and welfare of the residents within the District, the District is willing to allow the City to annex the Development for the Limited Purposes, as set forth herein; and

WHEREAS, to facilitate the City's limited purpose annexation of the Development,

and for the health, safety, and welfare of the residents of the District, the Landowner has submitted to the City a petition requesting and consenting to such limited purpose annexation of the Development; and

WHEREAS, pursuant to the Act and the Landowner's petition for limited purpose annexation, the Parties desire to enter into this Agreement to accomplish the annexation by the City of the Development for the Limited Purposes set forth herein; and

WHEREAS, the District provided notice of two public hearings in accordance with all applicable laws; and

WHEREAS, the board of directors of the District (the "Board") conducted two public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence regarding this Agreement were given the opportunity to do so; and

WHEREAS, the Board approved and adopted this Agreement on _____ 20_ in open session at a meeting held in accordance with all applicable laws; and

WHEREAS, the City provided notice of two public hearings in accordance with all applicable laws; and

WHEREAS, the City Council of the City (the "City Council") conducted two public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence were given the opportunity to do so; and

WHEREAS, the City Council approved and adopted this Agreement on _____, 20__ , in open session in accordance with all applicable laws, which approval and adoption occurred after the Board approved and adopted this Agreement; and

WHEREAS, all notices, hearings and other procedural requirements imposed by law for the adoption of this Agreement have been met; and

WHEREAS, in accordance with the requirements of Subsection (p)(1) of the Act, this Agreement does not require the District to provide revenue to the City solely for the purpose of obtaining an agreement with the City to forego annexation of the District; and

WHEREAS, in accordance with the requirements of Subsection (p)(2) of the Act, this Agreement provides benefits for the City and the District that are reasonable and equitable; and

WHEREAS, the Parties agree and acknowledge that this Agreement is not intended to and does not void, modify or impact in any manner the Development and Consent Agreement dated_____ between the Landowner and the City (the "Development Agreement"); and

WHEREAS, it is the intention of the Parties that the District shall continue in existence during the period of limited purpose annexation and, if applicable, after any dis-annexation of

the Development, should the City determine not to annex the Development for full purposes as provided for herein.

NOW THEREFORE, for and in consideration of the mutual agreements contained in this Agreement, and for the good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the District and the City agree as follows:

ARTICLE I. RECITALS

Section 1.1 The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

ARTICLE II. ADOPTION OF AGREEMENT AND LIMITED PURPOSE ANNEXATION OF PROPERTY

Section 2.1 Public Hearings. The Parties acknowledge and agree that prior to the execution of this Agreement, the Board and the City Council conducted public hearings to consider the adoption of this Agreement and that such hearings were noticed and conducted in accordance with all applicable laws.

Section 2.2 Effective Date. The effective date of this Agreement (the "Effective Date") is the date it is approved and adopted by the City Council.

Section 2.3 Filing in Property Records. This Agreement shall be filed in the Real Property Records of Travis County, Texas.

Section 2.4 Limited Purpose Annexation of the Development. For the health, safety, and welfare of the residents of the District, the Parties agree that the City may annex the Development solely for the Limited Purposes.

(a) Sales and Use Tax. Subject to the provisions in this Agreement and to the extent permitted by applicable law, the City may impose and collect sales and use taxes authorized by Chapter 321 of the Texas Tax Code (the "Tax Code") on sales consummated within the Limited Purpose Property (as hereinafter defined).

(b) Imposition of Development Standards. The limited purpose annexation contemplated in this Agreement shall specifically subject the Development to the City's development standards applicable to property located in the City's extraterritorial jurisdiction, subject to the terms and conditions of the Development Agreement, as it may be amended from time to time. The City shall have the exclusive authority to regulate the subdivision of land within the boundaries of the Development and shall regulate the subdivision of such land in accordance with Chapter 36 of the City's Code of Ordinances subject to the terms and conditions of that Development Agreement, as it may be amended from time to time.

(c) Limited Purpose Annexation Ordinance. The District acknowledges and agrees that the City Council may adopt a limited purpose annexation ordinance applicable to the Development at a meeting conducted in accordance with Chapter 551 of the Texas Government Code and that no further notices, hearings, or other procedures shall be required to adopt such

limited purpose annexation ordinance. The City may commence limited purpose annexation of the Development upon the Effective Date. The Parties further agree and acknowledge that this Agreement does not void, modify or otherwise impact the Development Agreement.

(d) Public Infrastructure. Subject to subsections (a)–(c) above, from and after the date of the limited purpose annexation, except as modified by the Development Agreement or as otherwise agreed by the City, the District shall be responsible for the design, construction, maintenance, and ownership of the District's public infrastructure improvements within the boundaries of the District, including, but not limited to, public streets and sidewalks, public street lighting, public parkland facilities, stormwater drainage and detention facilities, public water distribution facilities, and public wastewater collection facilities (collectively, the "Public Infrastructure") during the Term of this Agreement or upon full annexation, whichever occurs first. Upon full purpose annexation of the District, the City agrees to acquire, operate, and maintain the Public Infrastructure.

Section 2.5 Limited Purpose Property and Sales and Use Tax Revenues. For purposes of this Agreement, all property within the Development may sometimes be referred to as "Limited Purpose Property"; and the sales and use taxes collected within the Limited Purpose Property shall be referred to as the "Sales and Use Tax Revenues".

Section 2.6 Consent to Limited Purpose Annexation. The District on behalf of itself and all present and future owners of land within the District, hereby requests that the City annex the Limited Purpose Property solely for the Limited Purposes provided in this Agreement. The District consents to such limited purpose annexation and to the collection of sales and use tax revenues by the City within the Limited Purpose Property. Such consent shall bind the District and, upon recording of this Agreement in the appropriate county records, each landowner and future owner of land within the District.

Section 2.7 Limited District. The District is not a limited district as defined in Subsection 43.0751(a)(2) of the Act and shall not be a limited district after the date of the limited purpose annexation. After the limited purpose annexation, the District shall continue in full force and effect under Subsection 43.0751(a)(2) of the Act, with all the powers and duties of the District surviving.

Section 2.8 Property Taxes and District Liability for Debts of the City. During the Term of this Agreement, (i) neither the District, nor any owners of taxable property within the District, are liable for any present or future debts of the City; and (ii) the City's current and future ad valorem taxes will not be levied on any taxable property in the Development. The City acknowledges that pursuant to Subsection 43.130(c) of the Act and other applicable law, the City is not permitted to impose a tax on any property annexed for limited purposes, including the Development.

Section 2.9 Powers and Functions Retained by the District. The District is authorized to exercise all powers and functions of a municipal utility district provided by existing law or any amendments or additions thereto. Nothing in this Agreement or the limited purpose annexation shall affect, modify or alter the District's power to finance and/or develop, own, operate, or maintain facilities, including a water, wastewater, drainage or roadway system or

park and recreational facilities to serve the District or to contract with entities to develop, own, operate or maintain water, wastewater, drainage, roadway system, and park and recreational facilities to serve the District.

ARTICLE III. TAXATION

Section 3.1 Collection of Sales and Use Tax Revenues. The City may impose a sales and use tax within the Limited Purpose Property pursuant to Subsection 43.0751(k) of the Act. The sales and use tax may be imposed on all eligible commercial activities at the rate allowed under the Tax Code. Collection of Sales and Use Tax Revenues shall take effect on the date described in Section 321.102 of the Tax Code.

Section 3.2 Payment of Sales and Use Tax. The Parties agree and acknowledge that the District will not share directly in the revenue derived from the City's Sales and Use Tax on the Limited Purpose Property.

ARTICLE IV. FULL PURPOSE ANNEXATION

Section 4.1 Subsection C-1 Full Purpose Annexation. The Development is exempt from the municipal annexation plan requirements pursuant to Section 43.052 of the Act. Consequently, the District consents, on its behalf and on behalf of all current and future owners of land included within the District, to the full purpose annexation of the Development in accordance with the procedures set forth in Chapter 43, Subchapter C-1, of the Texas Local Government Code upon the expiration of the Term of this Agreement and on the Full Purpose Annexation Conversion Date, as defined in Section 4.2 of this Agreement.

Section 4.2 Full Purpose Annexation Conversion Date. Pursuant to Subsection (h) of the Act, the Limited Purpose Property shall be deemed to be within the full-purpose boundary limits of the City upon the Full Purpose Annexation Conversion Date without any further action by the City Council. The "Full Purpose Annexation Conversion Date" is the date upon which the City Council adopts an ordinance that includes the Development within the full-purpose boundary limits of the City, which date shall in no event occur prior to the expiration of the Term of this Agreement. The Full Purpose Annexation Conversion Date may be altered only by mutual written agreement of the District and the City, with the written consent of Landowner, if Landowner or its affiliate(s) owns land within the District at such time.

Section 4.3 No Full-Purpose Annexation During Term of Agreement. On the thirty-ninth anniversary date of the Effective Date, the City Manager shall evaluate whether the City should negotiate a new strategic partnership agreement with the District, annex the District for full purposes upon the termination of this Agreement, or allow this Agreement to expire. Within six (6) months following the thirty-ninth anniversary date, the City Manager shall make a recommendation to the City Council regarding the negotiation of a new strategic partnership agreement, the full purpose annexation of the District, or the expiration of this Agreement. If the City Manager recommends that the City negotiate a new strategic partnership agreement or annex the District and the City Council approves the recommendation, the City shall begin negotiations to enter into a new strategic partnership agreement or commence annexation of the District for full purposes at the expiration of this Agreement, as applicable. If the City

Manager recommends that the City neither negotiate a new strategic partnership agreement nor annex the District for full purposes, and the City Council agrees, or if the City Council rejects the City Manager's recommendation to negotiate a new strategic partnership agreement or to annex the District for full purposes, the City may begin proceeding to dis-annex the Limited Purpose Property, if authorized under the applicable provisions of the Local Government Code. If the City decides to dis-annex the Limited Purpose Property and has the authority to dis-annex, the City may institute proceedings to accomplish such dis-annexation to be effective upon the expiration of the term of this Agreement. Such dis-annexation of the Limited Purpose Property shall not affect the existence, powers, or duties of the District, which shall remain in full force and effect.

ARTICLE V. TERM

Section 5.1 This Agreement commences on the Effective Date and continues for forty (40) years (the "Term").

ARTICLE VI. BREACH, NOTICE AND REMEDIES

Section 6.1 Notification of Breach. If either Party commits a breach of this Agreement, the non-breaching Party shall give Notice, as defined in Section 7.2 herein, to the breaching Party that describes the breach in reasonable detail.

Section 6.2 Cure of Breach. The breaching Party shall commence curing the breach within fifteen (15) calendar days after receipt of the Notice of the breach and shall complete the cure within thirty (30) days from the date of commencement of the cure; however, if the breach is not reasonably susceptible to cure within such thirty (30)-day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure within such thirty (30) day period and diligently completes the work within a reasonable time without unreasonable cessation.

Section 6.3 Remedies for Breach. If the breaching Party does not substantially cure the breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief; provided, however, that the non-breaching Party shall not be entitled to terminate this Agreement. The Parties specifically waive any right that they have or in the future may have to terminate this Agreement. Damages, if any, to which any non-breaching Party may be entitled shall be limited to actual damages and shall not include special or consequential damages. In addition, the prevailing party in any such action shall be entitled to reasonable attorney's fees and costs of litigation as determined in a final, non-appealable order in a court of competent jurisdiction.

ARTICLE VII. ADDITIONAL PROVISIONS

Section 7.1 Voting; Municipal Office. Pursuant to Section 43.130(a) of the Act, the qualified voters of an area annexed for limited purposes are entitled to vote in municipal elections regarding the election or recall of members of the governing body of the municipality,

the election or recall of the controller, if the office of controller is an elective position of the municipality, and the amendment of the municipal charter. The voters may not vote in any municipal bond election. Pursuant to Section 43. l 30(b) of the Act, residents of the Property will not be eligible to be a candidate for or to be elected to a municipal office until and unless the Development is annexed into the City for full purposes.

Section 7.2 Notices. Any notices, certifications, approvals, or other communications (a "Notice") required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (ii) 10 business days after the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid or; (iii) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such change to the other Party as provided in this Section 7.2.

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
To the District:	Travis County Municipal Utility District No. ___ c/o Allen Boone Humphries Robison LLP 919 Congress Avenue, Suite 1500 Austin, Texas 78701 Attn: Ryan Harper

Section 7.3 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Parties. Any waiver shall be limited to the specific purpose for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 7.4 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties hereby submit to the jurisdiction of the courts of Travis County, Texas and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

Section 7.5 Authority to Execute. The City represents and warrants to the District that the execution of this Agreement has been duly authorized by the City Council and that the person executing this Agreement on behalf of the City has been duly authorized to do so by the City Council. The District represents and warrants to the City that the execution of this Agreement has been duly authorized by the Board and that the person executing this Agreement on behalf of the District has been duly authorized to do so by the Board.

Section 7.6 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

Section 7.7 Changes in State or Federal Laws. If any state or federal law changes so as to make it impossible for the City or the District to perform its obligations under this Agreement, the Parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement as legally possible.

Section 7.8 Additional Documents and Acts. The Parities agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.

Section 7.9 Assignment. This Agreement shall not be assignable without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns as permitted by this Agreement.

Section 7.10 Amendment. This Agreement may be amended only with the written consent of the Parties and with approval of the City and the District.

Section 7.11 Interpretation. This Agreement has been negotiated by the Parties, each of which has been represented by counsel; consequently, the rule of construction to the effect

that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

Section 7.12 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the City and the District, and neither the City nor the District intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the District.

Section 7.13 Governmental Powers. Neither Party waives or surrenders any of its respective governmental powers, immunities or rights, except as specifically waived pursuant in this Section 7.13. Each Party waives its respective governmental immunity from suit and liability only as to any action brought by the other Party to pursue the remedies available under this Agreement. Nothing in this Section 7.13 shall waive any claims, defenses, or immunities that either Party has with respect to suits against them by persons or entities not a party to this Agreement.

Section 7.14 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A	Depiction of the Development
Exhibit B	Legal Description of the Development

Section 7.15 Counterpart Originals. The Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ELGIN ON _____ 20__

CITY OF ELGIN

_____

Mayor
City of Elgin

ATTEST:

_____

_____, City Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This agreement was acknowledged before me on the ____ day of _____, ____, by_____, Mayor of the City of Elgin, on behalf of said municipality.

(Seal and Expiration)

_____

Notary Public, State of Texas

APPROVED AND ADOPTED BY TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO._____ ON _____20__

TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO._____

By:_____

Printed Name:_____

Title:.....

ATTEST:

_____

District Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____ by _____, _____, of Travis County Municipal Utility District No._____.

(Seal and Expiration)

_____

Notary Public, State of Texas

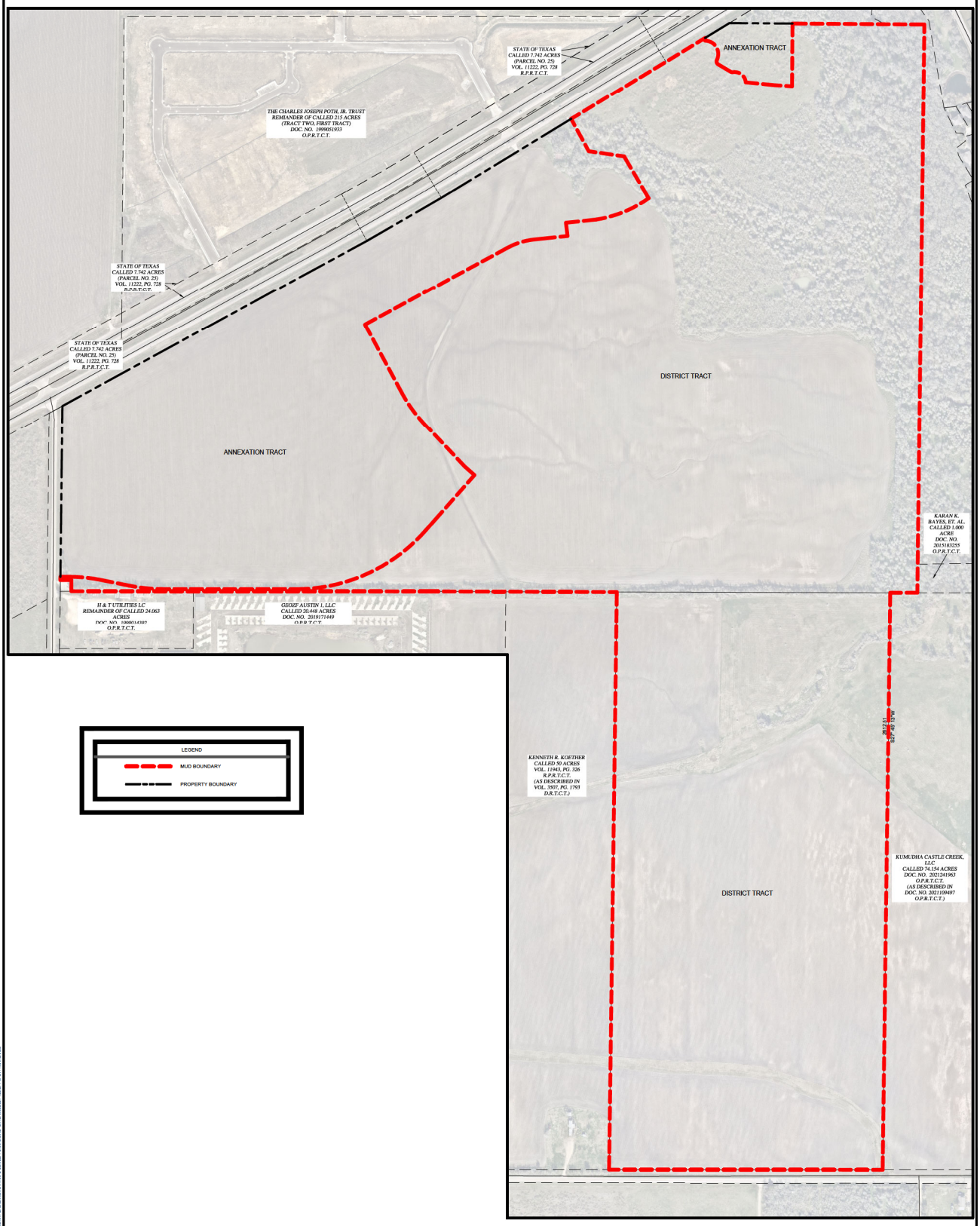
EXHIBIT "A" TO STRATEGIC PARTNERSHIP AGREEMENT
DEPICTION OF THE DEVELOPMENT

ELGIN GATEWAY

OWNER:
EPITOME DEVELOPMENT
281-216-9630

ENGINEER:
GRAY ENGINEERING INC.
8834 N CAPITAL OF TEXAS HWY
#410
AUSTIN, TX 78759
512-452-0371

SURVEYOR:
4WARD SURVEYING
4120 FREDRICH LANE
SUITE 200
AUSTIN, TX 78744
512-537-2384



SCALE: 1"=200'
GRAPHIC SCALE IN FEET
0 100 200 300 400

PROJECT NO. 1740-11783	DRAWN BY: TAM
DATE: 05/14/2024	CHECKED BY: CLO

GRAY ENGINEERING

8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2546

EXHIBIT "B" TO STRATEGIC PARTNERSHIP AGREEMENT
LEGAL DESCRIPTION OF THE DEVELOPMENT

EXHIBIT "_B___"

(MUD District Boundary)
William Hines Survey No. 53, Abstract No. 345

PO Box 90876
Austin, TX 78709
512.554.3371
fperez@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 185.3613 ACRES (8,074,337 SQUARE FEET) OUT OF THE WILLIAM HINES SURVEY NO. 53, ABSTRACT NO. 345 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 167.4247 ACRE TRACT CONVEYED TO AUSTIN GATEWAY LLC IN DOCUMENT NO. 2022130138 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND ALSO BEING ALL OF A CALLED 74.189 ACRE TRACT CONVEYED TO CASTLE ELGIN LLC IN DOCUMENT NO. 2021046636 (O.P.R.T.C.T.), SAID 185.3613 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a calculated point in the east right-of-way line of Albert Voelker Road (60' Right-of-way), and being in the west line of said Austin Gateway tract, for the **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with "4Ward-Boundary" cap set at the intersection of the east right-of-way line of said Albert Voelker Road with the south right-of-way line of U.S. Highway 290 (240' Right-of-way), and being the northwest corner of said Austin Gateway tract bears, N27°39'49"E, a distance of 771.93 feet;

THENCE, leaving the east right-of-way line of said Albert Voelker Road and the west line of said Austin Gateway tract, over and across said Austin Gateway tract, the following twenty (20) courses and distances:

1) **S62°58'20"E**, a distance of **40.83** feet to a calculated point for a point of curvature hereof,
2) Along the arc of a curve to the right, whose radius is **720.00** feet, whose arc length is **141.37** feet and whose chord bears **S57°20'50"E**, a distance of **141.14** feet to a calculated point for a point of tangency hereof,
3) **S51°43'20"E**, a distance of **134.17** feet to a calculated point for a point of curvature hereof,
4) Along the arc of a curve to the left, whose radius is **780.00** feet, whose arc length is **153.15** feet and whose chord bears **S57°20'50"E**, a distance of **152.91** feet to a calculated point for a point of tangency hereof,
5) **S62°58'20"E**, a distance of **601.43** feet to a calculated point for a point of curvature hereof,
6) Along the arc of a curve to the left, whose radius is **780.00** feet, whose arc length is **661.20** feet and whose chord bears **S87°15'25"E**, a distance of **641.58** feet to a calculated point for a point of tangency hereof,
7) **N68°27'30"E**, a distance of **333.73** feet to a calculated point for an angle point hereof,
8) **N21°32'30"W**, a distance of **60.00** feet to a calculated point for an angle point hereof,
9) **N16°17'02"W**, a distance of **269.11** feet to a calculated point for a point of curvature hereof,
10) Along the arc of a curve to the right, whose radius is **645.00** feet, whose arc length is **165.95** feet and whose chord bears **N08°54'48"W**, a distance of **165.49** feet to a calculated point for a point of tangency hereof,
11) **N01°32'33"W**, a distance of **352.90** feet to a calculated point for an angle point hereof,
12) **N88°33'07"E**, a distance of **733.60** feet to a calculated point for a point of curvature hereof,
13) Along the arc of a curve to the right, whose radius is **324.70** feet, whose arc length is **126.40** feet and whose chord bears **S80°07'48"E**, a distance of **125.60** feet to a calculated point for a point of tangency hereof,
14) **S68°58'42"E**, a distance of **152.02** feet to a calculated point for an angle point hereof,
15) **N20°00'22"E**, a distance of **60.01** feet to a calculated point for an angle point hereof,
16) **S68°58'42"E**, a distance of **137.22** feet to a calculated point for a point of curvature hereof,

17) Along the arc of a curve to the left, whose radius is **565.00** feet, whose arc length is **258.59** feet and whose chord bears **S84°58'37"E**, a distance of **256.34** feet to a calculated point for a point of tangency hereof,
18) **N03°24'20"W**, a distance of **219.18** feet to a calculated point for an angle point hereof,
19) **N54°41'24"W**, a distance of **161.83** feet to a calculated point for an angle point hereof, and
20) **N01°36'53"W**, a distance of **166.01** feet to a calculated point for an angle point hereof, said point being in the south right-of-way line of said U.S. Highway 290, and being in the north line of said Austin Gateway tract, from which a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point in the south right-of-way line of said U.S. Highway 290, and being an angle point in the north line of said Austin Gateway tract bears, S85°44'14"W, a distance of 686.07 feet;

THENCE, with the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, **N85°44'14"E**, a distance of **709.13** feet to a calculated point for an angle point hereof, from which a 1/2-inch iron rod found for an angle point in the north line of said Austin Gateway tract, and being the northwest corner of a called 2.358 acre tract conveyed to Jaime and Norma Gutierrez in Document No. 2019137719 (O.P.R.T.C.T.) bears, N85°44'14"E, a distance of 128.36 feet;

THENCE, leaving the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, over and across said Austin Gateway tract, the following nine (9) courses and distances:

1) **S27°30'14"W**, a distance of **12.32** feet to a calculated point for a point of curvature hereof,
2) Along the arc of a curve to the right, whose radius is **60.00** feet, whose arc length is **121.60** feet and whose chord bears **S04°26'14"E**, a distance of **101.83** feet to a calculated point for a point of reverse compound curvature hereof,
3) Along the arc of a curve to the left, whose radius is **15.00** feet, whose arc length is **22.56** feet and whose chord bears **S10°32'00"W**, a distance of **20.49** feet to a calculated point for an angle point hereof,
4) **S32°33'20"E**, a distance of **65.87** feet to a calculated point for a point of curvature hereof,
5) Along the arc of a curve to the left, whose radius is **15.00** feet, whose arc length is **10.40** feet and whose chord bears **S52°24'47"E**, a distance of **10.19** feet to a calculated point for a point of reverse compound curvature hereof,
6) Along the arc of a curve to the right, whose radius is **50.00** feet, whose arc length is **83.21** feet and whose chord bears **S24°35'49"E**, a distance of **73.93** feet to a calculated point for an angle point hereof,
7) **S57°28'02"E**, a distance of **130.91** feet to a calculated point for an angle point hereof,
8) **S59°12'35"E**, a distance of **79.23** feet to a calculated point for an angle point hereof, and
9) **N27°25'03"E**, a distance of **282.43** feet to a calculated point for an angle point hereof, said point being in the common line of said Austin Gateway tract and said Gutierrez tract;

THENCE, with the common line of said Austin Gateway tract and said Gutierrez tract, in part with the common line of said Austin Gateway tract and Lot 130, Block G (Common Area, Parkland & Drainage Easement) of the Elm Creek Section 1, a subdivision in Travis County, Texas, according to the map or plat recorded in Document No. 200300198 (O.P.R.T.C.T.), **S62°34'57"E**, a distance of **596.47** feet to a 1/2-inch iron rod found for the northeast corner hereof;

THENCE, with the east line of said Austin Gateway tract and the west line of said Lot 130, and with the west line of a called 1.00 acre tract conveyed to Karan K. Bayes in Document No. 2015183255 (O.P.R.T.C.T.), **S27°42'40"W**, a distance of **2,568.12** feet to a 1/2-inch iron rod found for an angle point hereof, said point being the southeast corner of said Austin Gateway tract, being the southwest corner of said Bayes tract, and being in the north line of a called 74.154 acre tract conveyed to Kumudha Castle Creek, LLC in Document No. 2021241963 (O.P.R.T.C.T.), from which an iron rod with "WALS" cap found for the southeast corner of said Bayes tract, and being the northeast corner of said Castle Creek tract bears, S62°48'17"E, a distance of 336.77 feet;

THENCE, with the south line of said Austin Gateway tract and the north line of said Kumudha Castle Creek tract, **N63°03'43"W**, a distance of **122.65** feet to a 1/2-inch iron pipe found for an angle point hereof, said point being the common north corner of said Kumudha Castle Creek tract and said Castle Elgin tract;

THENCE, leaving the south line of said Austin Gateway tract, with the common line of said Castle Elgin tract and said Kumudha Castle Creek tract, **S27°45'13"W**, a distance of **2,612.51** feet to an iron rod with "WALS" cap found for the southeast corner hereof, said point being in the north right-of-way line of said Albert Voelker Road, and being the common south corner of said Castle Elgin tract and said Kumudha Castle Creek tract, from which a 1/2-inch iron pipe found for the common south corner of said Kumudha Castle Creek tract and a called 5.00 acre tract conveyed to Bridget Y. Et Al & Tony E. Craven in Volume 2505, Page 123 (D.R.T.C.T.) bears, S62°58'21"E, a distance of 434.47 feet;

THENCE, with the north right-of-way line of said Albert Voelker Road and the south line of said Castle Elgin tract, **N62°58'21"W**, a distance of **1,237.15** feet to a 1-inch iron pipe found for the southwest corner hereof, said point being the common south corner of a called 50 acre tract conveyed to Kenneth R. Koether in Volume 11943, Page 326 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.), as described in Volume 3507, Page 1793 of the Deed Records of Travis County, Texas (D.R.T.C.T.) and said Castle Elgin tract;

THENCE, leaving the north right-of-way line of said Albert Voelker Road, with the common line of said Koether tract and said Castle Elgin tract, **N27°46'02"E**, a distance of **2,615.07** feet to a 1/2-inch iron pipe found for an angle point hereof, said point being in the south line of said Austin Gateway tract, and being the common north corner of said Koether tract and said Castle Elgin tract;

THENCE, with the common line of said Austin Gateway tract and said Koether tract, **N62°48'24"W**, a distance of **840.58** feet to a 1/2-inch iron rod found for an angle point hereof, said point being the common north corner of a called 20.448 acre tract conveyed to Geozf Austin 1, LLC in Document No. 2019171449 (O.P.R.T.C.T.) and said Koether tract;

THENCE, with the common line of said Austin Gateway tract and said Geozf Austin tract, in part with the common line of said Austin Gateway tract and the remainder of a called 24.063 acre tract conveyed to H&T Utilities LC in Document No. 1999014392 (O.P.R.T.C.T.), **N62°58'20"W**, a distance of **1,626.49** feet to a calculated point for an angle point hereof, said point being the southeast corner of a lease tract agreement with Cellular One as described in Document No. 2000014594 (O.P.R.T.C.T.), and being an angle point in the south line of said Austin Gateway tract, from which a 1/2-inch iron rod found in the east right-of-way line of said Albert Voelker Road, being the northwest corner of said H&T Utilities remainder tract, and being the southwest corner of said Cellular One lease tract bears, N62°58'20"W, a distance of 50.00 feet;

THENCE, leaving the common line of said Austin Gateway tract and said H&T Utilities remainder tract, with the common line of said Austin Gateway tract and said Cellular One lease tract, the following two (2) courses and distances:

1) **N27°39'49"E**, a distance of **50.00** feet to a calculated point for an angle point hereof, and
2) **N62°58'20"W**, a distance of **50.00** feet to a calculated point for an angle point hereof, said point being in the east right-of-way line of said Albert Voelker Road, and being in the west line of said Austin Gateway tract;

THENCE, with the east right-of-way line of said Albert Voelker Road and the west line of said Austin Gateway tract, **N27°39'49"E**, a distance of **15.00** feet to the **POINT OF BEGINNING** and containing 185.3613 Acres (8,074,337 Square Feet) of land, more or less.

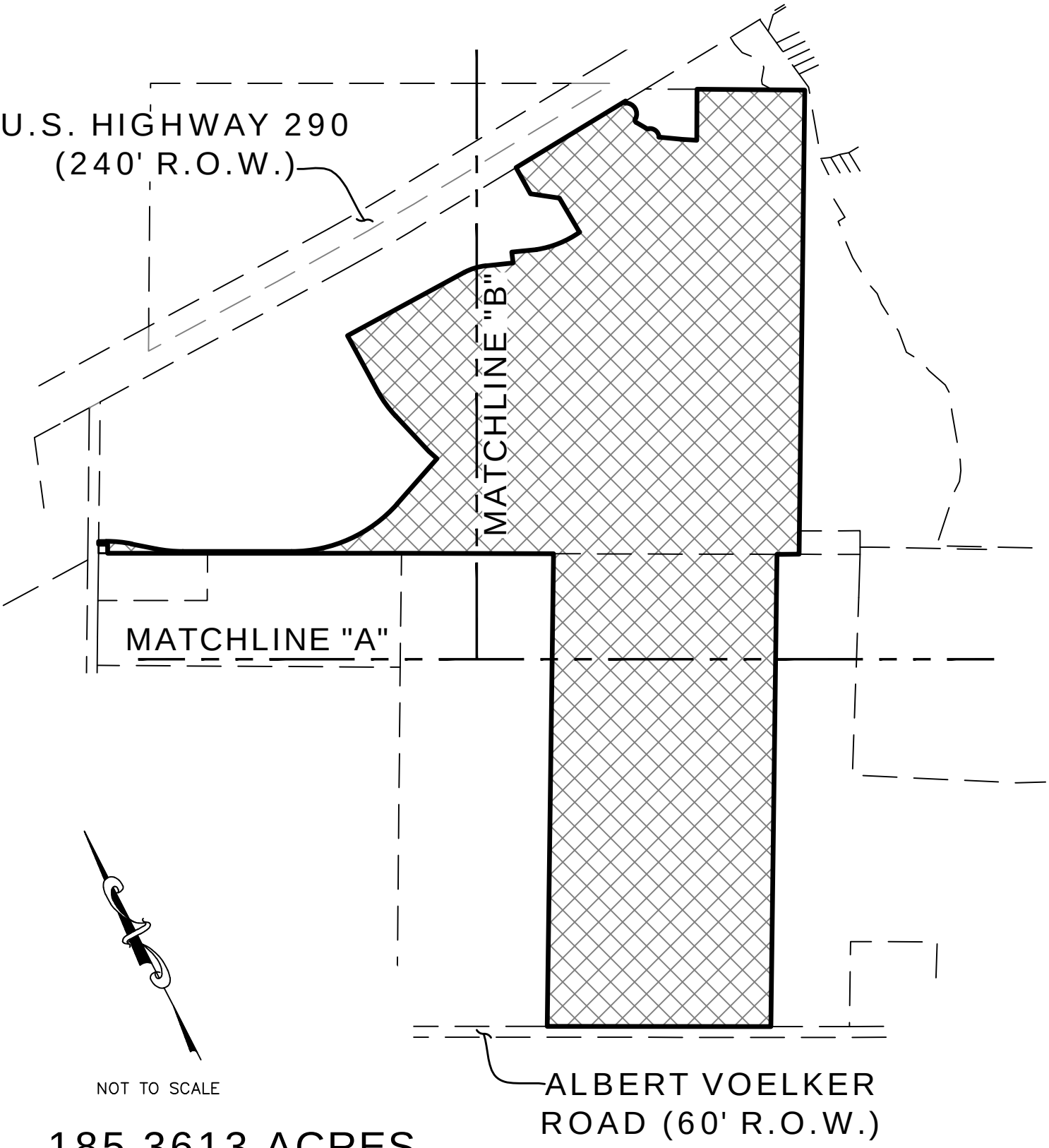
Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000078366113. See attached sketch (reference drawing: 01409_MUD District.dwg.)

7/16/2024

Fernando Perez, RPLS #7041
4Ward Land Surveying, LLC

STATE OF TEXAS
REGISTERED
FERNANDO PEREZ
7041
PROFESSIONAL
LAND SURVEYOR



185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	NTS
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	1 OF 6

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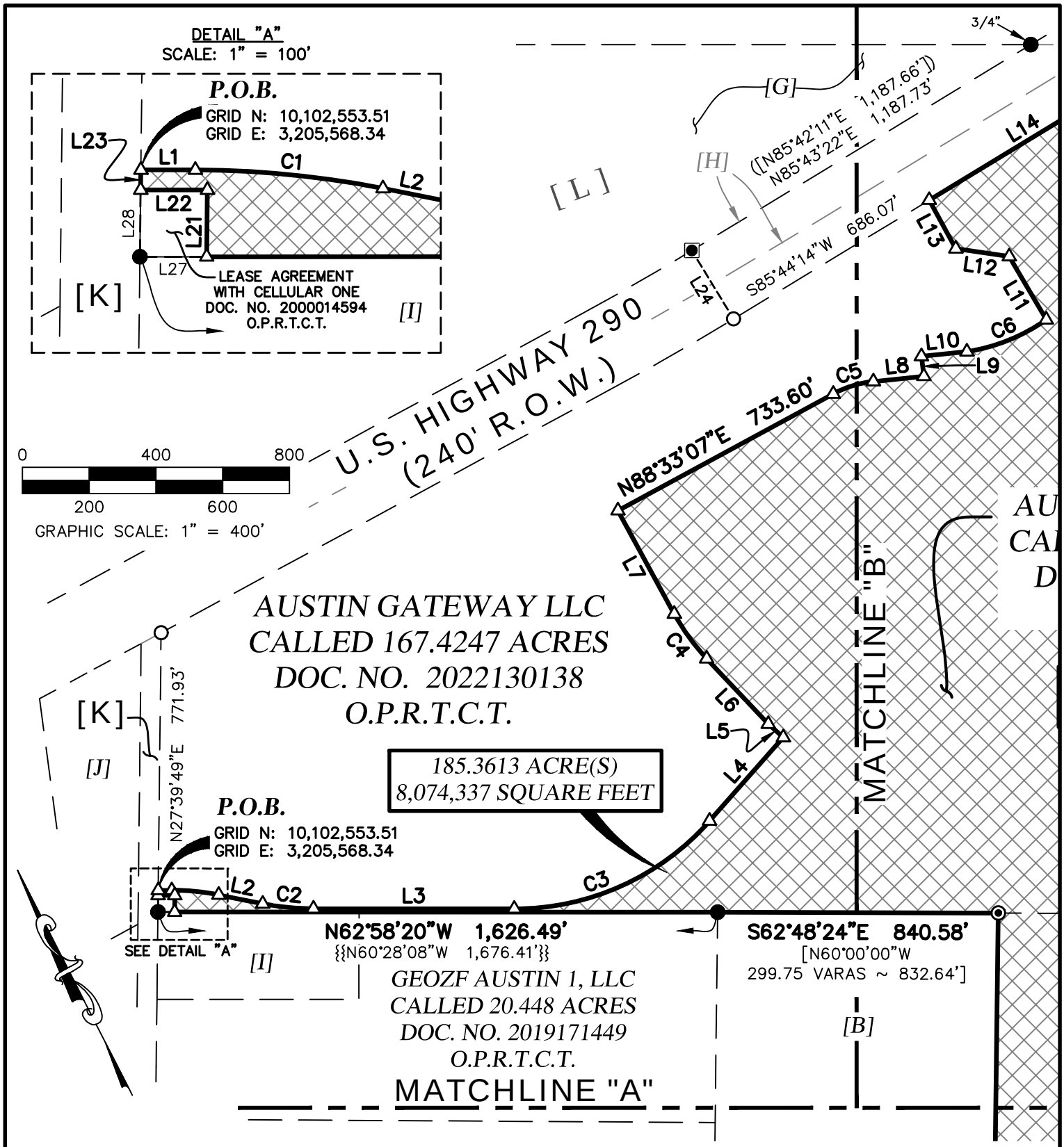

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	1" = 400'
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	2 OF 6

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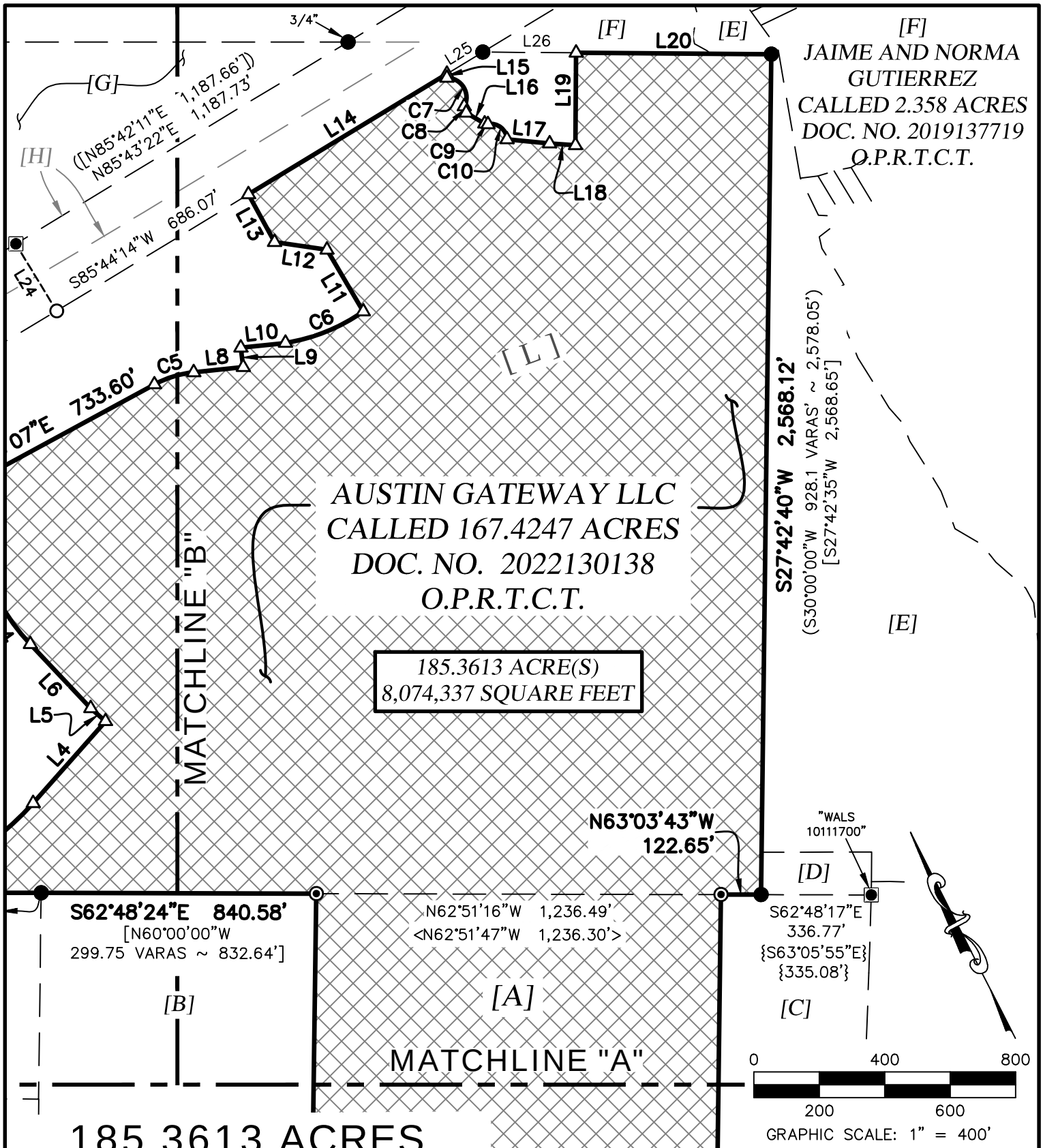

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

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PO Box 90876, Austin Texas 78709
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Date:	7/16/2024
Project:	01409
Scale:	1" = 400'
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	3 OF 6

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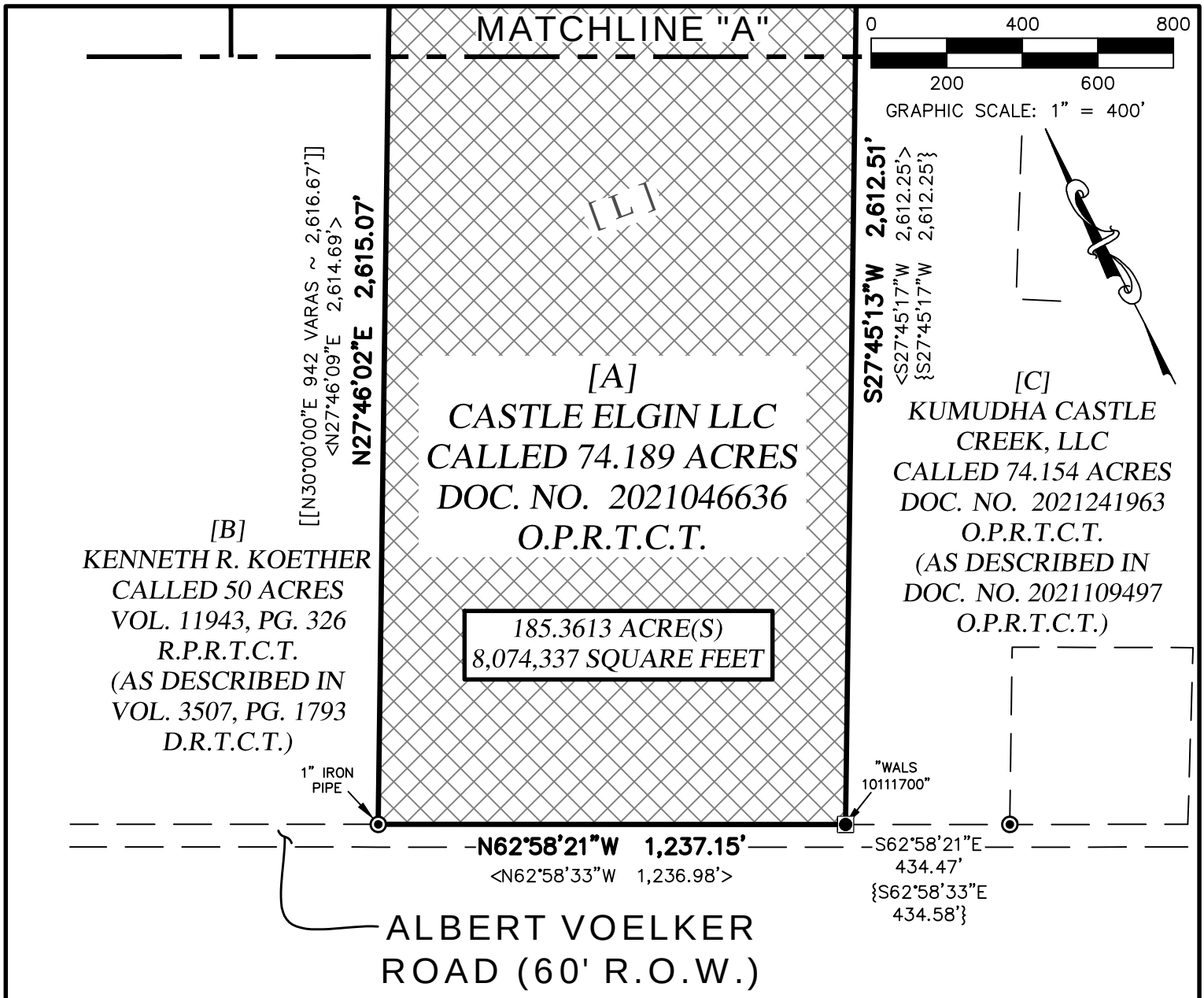

[D]
KARAN K. BAYES, ET. AL.
CALLED 1.000 ACRE
DOC. NO. 2015183255
O.P.R.T.C.T.

[E]
LOT 130, BLOCK "G"
(COMMON AREA,
PARKLAND & DRAINAGE
EASEMENT)
ELM CREEK SECTION 1
DOC. NO. 200300198
O.P.R.T.C.T.

[G]
THE CHARLES JOSEPH
POTH, JR. TRUST
REMIANDER OF CALLED
215 ACRES
(TRACT TWO, FIRST
TRACT)
DOC. NO. 1999051933
O.P.R.T.C.T.

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	1" = 400'
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	4 OF 6

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CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	720.00'	141.37'	11°15'00"	S57°20'50"E	141.14'
C2	780.00'	153.15'	11°15'00"	S57°20'50"E	152.91'
C3	780.00'	661.20'	48°34'09"	S87°15'25"E	641.58'
C4	645.00'	165.95'	14°44'29"	N08°54'48"W	165.49'
C5	324.70'	126.40'	22°18'14"	S80°07'48"E	125.60'
C6	565.00'	258.59'	26°13'25"	S84°58'37"E	256.34'
C7	60.00'	121.60'	116°07'06"	S04°26'14"E	101.83'
C8	15.00'	22.56'	86°10'39"	S10°32'00"W	20.49'
C9	15.00'	10.40'	39°42'54"	S52°24'47"E	10.19'
C10	50.00'	83.21'	95°20'50"	S24°35'49"E	73.93'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S62°58'20"E	40.83'
L2	S51°43'20"E	134.17'
L3	S62°58'20"E	601.43'
L4	N68°27'30"E	333.73'
L5	N21°32'30"W	60.00'
L6	N16°17'02"W	269.11'
L7	N01°32'33"W	352.90'
L8	S68°58'42"E	152.02'
L9	N20°00'22"E	60.01'
L10	S68°58'42"E	137.22'
L11	N03°24'20"W	219.18'
L12	N54°41'24"W	161.83'
L13	N01°36'53"W	166.01'
L14	N85°44'14"E	709.13'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L15	S27°30'14"W	12.32'
L16	S32°33'20"E	65.87'
L17	S57°28'02"E	130.91'
L18	S59°12'35"E	79.23'
L19	N27°25'03"E	282.43'
L20	S62°34'57"E	596.47'
L21	N27°39'49"E	50.00'
L22	N62°58'20"W	50.00'
L23	N27°39'49"E	15.00'
L24	N04°16'38"W	240.00'
L25	N85°44'14"E	128.36'
L26	N62°34'57"W	285.25'
L27	N62°58'20"W	50.00'
L28	S27°39'49"W	50.00'

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	N/A
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	5 OF 6

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[H]
STATE OF TEXAS
CALLED 7.742 ACRES
(PARCEL NO. 25)
VOL. 11222, PG. 728
R.P.R.T.C.T.

[I]
H & T UTILITIES LC
REMAINDER OF CALLED 24.063 ACRES
DOC. NO. 1999014392
O.P.R.T.C.T.

[J]
MANOR TRUCK STOP, LLC
CALLED 10.046 ACRES
DOC. NO. 2008016879
O.P.R.T.C.T.

[K]
ALBERT
VOELKER ROAD
(60' R.O.W.)

[L]
WILLIAM HINES
SURVEY NO. 53
ABSTRACT NO. 345

LEGEND

━━━	BOUNDARY LINE
— —— —	EXISTING PROPERTY LINES
△	CALCULATED POINT
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
⦿	1/2" IRON PIPE FOUND (UNLESS NOTED)
▣	IRON ROD WITH "BGE INC." CAP FOUND (UNLESS NOTED)
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DEED DOC. NO. 1999051933
[.....]	RECORD INFORMATION PER DEED VOL. 12661, PG. 2179
{.....}	RECORD INFORMATION PER DEED DOC. NO. 2021046636
<.....>	RECORD INFORMATION PER DEED DOC. NO. 20211109497
{{.....}}	RECORD INFORMATION PER DEED DOC. NO. 1999014392
([.....])	RECORD INFORMATION PER DEED VOL. 11222, PG. 728
[[.....]]	RECORD INFORMATION PER DEED VOL. 3507, PG. 1793

TCAD PARCEL ID #237109, #237049
CITY GRID #Y-28, #Y-29, #Z-29

STATE OF TEXAS
REGISTERED
FERNANDO D. PEREZ
7041
PROFESSIONAL
LAND SURVEYOR

7/16/2024

NOTES:

1) 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 1.000078366113.

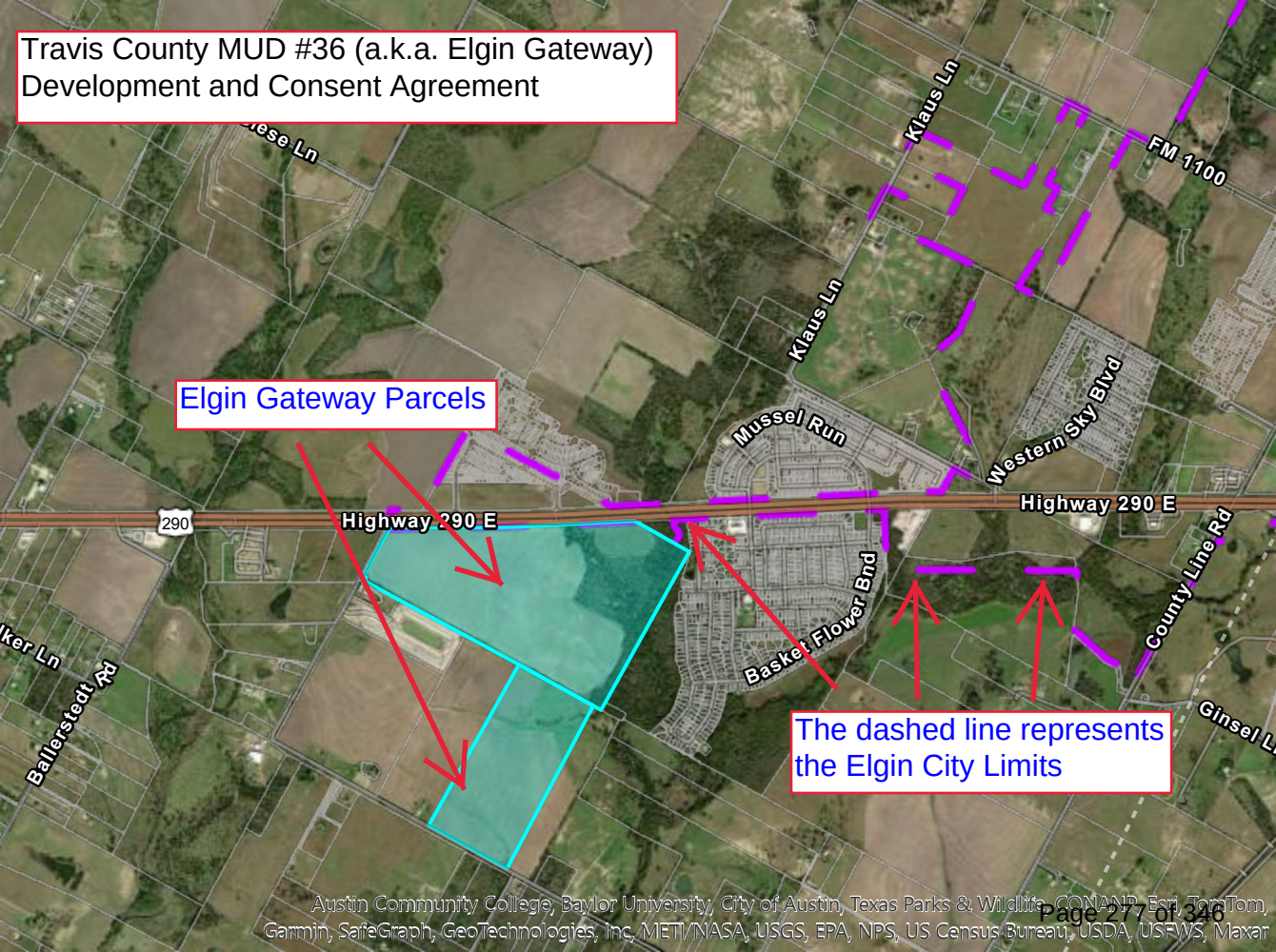
2) SEE ATTACHED METES AND BOUNDS DESCRIPTION

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	N/A
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	6 OF 6

P:\01409\Dwg\01409 MUD District.dwg


Travis County MUD #36 (a.k.a. Elgin Gateway)
Development and Consent Agreement
Elgin Gateway Parcels
The dashed line represents
the Elgin City Limits
Klaus Ln
FM 1100
Klaus Ln
Mussel Run
Western Sky Blvd
Highway 290 E
Highway 290 E
290
County Line Rd
Basket Flower Bnd
Ginsel L
Ballerstedt Rd
Austin Community College, Baylor University, City of Austin, Texas Parks & Wildlife, CONANP, Esri, TomTom,
Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Maxar

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, EXTENDING THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ELGIN, TEXAS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

DEPARTMENT: Development Services

PROPOSED ACTION: Consideration and approval of an Ordinance extending the extraterritorial jurisdiction of the City of Elgin.

BACKGROUND:
Travis County Parcel Number 237109 had been in the City of Elgin extraterritorial jurisdiction (ETJ) but requested to be removed from the ETJ in early 2024 as allowed by Texas Senate Bill 2038 which was passed on May 19, 2023. As part of a proposed Development and Consent Agreement, the property owner consents to being placed back into the ETJ and will or has petitioned the City to annex a 54.283 portion of the said 167.4247 acre tract into the corporate limits of the City of Elgin.

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

RECOMMENDATION:
Approval of the Ordinance extending the extraterritorial jurisdiction of the City of Elgin as described; and routine direction to staff, if any.

ATTACHMENTS:
1. Proposed Elgin Gateway ETJ Ordinance
2. Map showing ETJ extension area

{} 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.

ORDINANCE NO. 2024-11-12-____

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, EXTENDING THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ELGIN, TEXAS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, Section 42.022(b), Texas Local Government Code of the State of Texas, allows the City of Elgin to expand its extraterritorial jurisdiction; and

WHEREAS, the owner or owners of the territory described in the attached Exhibit "A" (the "Property") and described in Travis County tax ID number 237109 have requested the City of Elgin to extend its extraterritorial jurisdiction to include such territory that is not within another City's extraterritorial jurisdiction, and so to include all of the right, title and interest, if any, of such owner or owners in and to each and every, all and any public or private road or roadway contiguous to the territory, and

WHEREAS, said Property is contiguous to the otherwise existing extraterritorial jurisdiction of the City,

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

I.

The extraterritorial jurisdiction of the City of Elgin, Texas, be, and the same is hereby, extended to include all of the territory shown in the attached Exhibit "A", that is not within another City's extraterritorial jurisdiction, .and to also include all of the right, title and interest, if any, of such owner or owners in and to each and every, all and any public or private road or roadway contiguous to the territory described in the attached Exhibit "A".

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 this 12th day of November 2024.

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
PEYTON STANDIFER, City Secretary

EXHIBIT "A"

PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 167.4247 ACRES (7,293,020 SQUARE FEET) OF LAND, MORE OR LESS, BEING OUT OF THE WILLIAM HINES SURVEY NO. 53, ABSTRACT NO. 345, SITUATED IN THE CITY OF ELGIN, TRAVIS COUNTY TEXAS, BEING THE REMAINDER OF A CALLED 215 ACRE TRACT CONVEYED TO THE CHARLES JOSEPH POTH, JR. TRUST (DESCRIBED AS "TRACT TWO, FIRST TRACT") IN DOCUMENT NO. 1999051933 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING A PORTION OF A CALLED 5.83 ACRE TRACT (DESCRIBED AS "TRACT TWO, SECOND TRACT") CONVEYED TO SAID CHARLES JOSEPH POTH, JR. TRUST IN DOCUMENT NO. 1999051933 (O.P.R.T.C.T.), SAID 167.4247 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with "4Ward Boundary" cap set at the intersection of the east right-of-way line of Albert Voelker Road (60' Right-of-way) with the south right-of-way line of U.S. Highway 290 (240' Right-of-way), and being the northwest corner of said Poth Trust 5.83-acre tract, for the northwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod found at the intersection of the west right-of-way line of said Albert Voelker Road with the south right-of-way line of said U.S. Highway 290, and being the northeast corner of a called 10.046 acre tract conveyed to Manor Truck Stop, LLC in Document No. 2008016879 (O.P.R.T.C.T.) bears, S88°33'07"W, a distance of 68.25 feet;

THENCE, with the south right-of-way line of said U.S. Highway 290 and the north line of said Poth Trust 5.83-acre tract, in part with the north line of said Poth Trust 215-acre remainder tract, the following three (3) courses and distances:

1) **N88°33'07"E**, a distance of **1,566.11** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for a point of curvature hereof,
2) Along the arc of a curve to the left, whose radius is **7,720.44** feet, whose arc length is **389.25** feet and whose chord bears **N87°04'59"E**, a distance of **389.21** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for a point of tangency hereof, and
3) **N85°44'14"E**, a distance of **1,523.56** feet to a 1/2-inch iron rod found for an angle point hereof, said point being an angle point in the north line of said Poth Trust 215-acre remainder tract, and being the northwest corner of a called 2.358 acre tract conveyed to Jaime and Norma Gutierrez in Document No. 2019137719 (O.P.R.T.C.T.), said tract also being the remainder of a called 247.49 acre tract described in Volume 12661, Page 2179 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.), from which a TxDOT Type I monument found in the south right-of-way line of said U.S. Highway 290, and being in the north line of Lot 81, Block A, Elm Creek Section 1, a subdivision in Travis County, Texas, according to the map or plat recorded in Document No. 200300198 (O.P.R.T.C.T.) bears, N85°44'14"E, a distance of 740.33 feet;

THENCE, leaving the south right-of-way line of said U.S. Highway 290, with the northeast line of said Poth Trust 215-acre remainder tract and the southwest line of said Gutierrez tract, in part with the southwest line of Lot 130, Block G of said Elm Creek Section 1, **S62°34'57"E**, a distance of **881.72** feet to a 1/2-inch iron rod found for the northeast corner hereof, said point being the northeast corner of said Poth Trust 215-acre remainder tract, and being an interior ell-corner of said Lot 130, Block G;

THENCE, with the east line of said Poth Trust 215-acre remainder tract and the west line of said Lot 130, Block G, in part with the west line of a called 1.00 acre tract conveyed to Karan K. Bayes in Document No. 2015183255 (O.P.R.T.C.T.), **S27°42'40"W**, a distance of **2,568.12** feet to a 1/2-inch iron rod found for the southeast corner hereof, said point being the southeast corner of said Poth Trust 215-acre remainder tract, being the southwest corner of said Bayes tract, and being in the north line of a called 74.154 acre tract conveyed to Kumudha Castle Creek, LLC in Document No. 2021241963 (O.P.R.T.C.T.), from which an iron rod with "WALS" cap found for the southeast corner of said Bayes tract, and being the northeast corner of said Castle Creek tract bears, S62°48'17"E, a distance of 336.77 feet;

THENCE, with the south line of said Poth Trust 215-acre remainder tract and the north line of said Castle Creek tract, **N63°03'43"W**, a distance of **122.65** feet to a 1/2-inch iron pipe found for an angle point hereof, said point being the northeast corner of a called 74.189 acre tract conveyed to Castle Elgin LLC in Document No. 2021046636 (O.P.R.T.C.T.), and being the northwest corner of said Castle Creek tract;

THENCE, continuing with the south line of said Poth Trust 215-acre remainder tract and with the north line of said Castle Elgin tract, **N62°51'16"W**, a distance of **1,236.49** feet to a 1/2-inch iron pipe found for an angle point hereof, said point being the northeast corner of a called 50 acre tract conveyed to Kenneth R. Koether in Volume 11943, Page 326 (R.P.R.T.C.T.), said tract being described in Volume 3507, Page 1793 of the Deed Records of Travis County, Texas (D.R.T.C.T.), and being the northwest corner of said Castle Elgin tract;

THENCE, continuing with the south line of said Poth Trust 215-acre remainder tract and with the north line of said Koether tract, **N62°48'24"W**, a distance of **840.58** feet to a 1/2-inch iron rod found for an angle point hereof, said point being the northeast corner of a called 20.448 acre tract conveyed to Geozf Austin 1, LLC in Document No. 2019171449 (O.P.R.T.C.T.), and being the northwest corner of said Koether tract;

THENCE, continuing with the south line of said Poth Trust 215-acre remainder tract, and with the north line of said Geozf Austin tract, in part with the north line of the remainder of a called 24.063 acre tract conveyed to H&T Utilities LC in Document No. 1999014392 (O.P.R.T.C.T.), and in part with the south line of said Poth Trust 5.83-acre tract, **N62°58'20"W**, a distance of **1,626.49** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for the southwest corner hereof, from which a 1/2-inch iron rod found in the east right-of-way line of said Albert Voelker Road, being the northwest corner of said H&T Utilities tract, and being the southwest corner of said Poth Trust 5.83-acre tract bears, N62°58'20"W, a distance of 50.00 feet;

THENCE, leaving the north line of said H&T Utilities tract and the south line of said Poth Trust 5.83-acre tract, over and across said Poth Trust 5.83-acre tract, the following two (2) courses and distances:

1) **N27°39'49"E**, a distance of **50.00** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an interior ell-corner hereof, and
2) **N62°58'20"W**, a distance of **50.00** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an exterior ell-corner hereof, said point being in the east right-of-way line of said Albert Voelker Road, and being in the west line of said Poth Trust 5.83-acre tract;

THENCE, with the east right-of-way line of said Albert Voelker Road and the west line of said Poth Trust 5.83-acre tract, **N27°39'49"E**, a distance of **786.93** feet to the **POINT OF BEGINNING** and containing 167.4247 Acres (7,293,020 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 1.000078366113. See attached sketch (reference drawing: 01409_rev.dwg).

5/9/2022

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

TITLE COMMITMENT NOTES:

COMMITMENT FOR TITLE INSURANCE PREPARED BY: TEXAN TITLE INSURANCE COMPANY
G.F. NO.: TWH2200046
EFFECTIVE DATE: FEBRUARY 7, 2022
ISSUED: FEBRUARY 24, 2022

THE SURVEYOR HAS RELIED UPON THE REFERENCED COMMITMENT FOR TITLE REGARDING EASEMENTS, RESTRICTIONS, AND OTHER MATTERS AFFECTING THIS PROPERTY. NO ADDITIONAL RESEARCH WAS DONE FOR THE PURPOSE OF THIS SURVEY. ITEMS LISTED ARE WORDED ACCORDING TO THE COMMITMENT, FOLLOWED BY SURVEYOR'S NOTES AND/OR OBSERVATIONS SHOWN IN BRACKETS. [ ]

1) (DELETED)

10) THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

B. EASEMENT(S) GRANTED TO TEXAS PUBLIC UTILITIES COMPANY, AS SET OUT AND DESCRIBED IN INSTRUMENT(S) RECORDED IN VOLUME 396, PAGE 239 OF THE DEED RECORDS OF TRAVIS, COUNTY, TEXAS. **[POSSIBLY SUBJECT TO – SURVEYOR IS UNABLE TO ACCURATELY PLOT THE LOCATION OF THE LIMITS OF THE EASEMENT AREA DUE TO VAGUE DESCRIPTION]**

C. EASEMENT(S) GRANTED TO STATE OF TEXAS, AS SET OUT AND DESCRIBED IN INSTRUMENT(S) RECORDED IN VOLUME 630, PAGE 70 OF THE DEED RECORDS OF TRAVIS, COUNTY, TEXAS. **[DOES NOT AFFECT]**

D. EASEMENT(S) GRANTED TO AQUA WATER SUPPLY CORPORATION, AS SET OUT AND DESCRIBED IN INSTRUMENT(S) RECORDED IN VOLUME 11301, PAGE 197 OF THE REAL PROPERTY RECORDS OF TRAVIS, COUNTY, TEXAS. **[SUBJECT TO – BLANKET TYPE]**

E. EASEMENT(S) GRANTED TO AQUA WATER SUPPLY CORPORATION, AS SET OUT AND DESCRIBED IN INSTRUMENT(S) RECORDED IN VOLUME 12895, PAGE 587 OF THE REAL PROPERTY RECORDS OF TRAVIS, COUNTY, TEXAS. **[SUBJECT TO – BLANKET TYPE]**

F. EASEMENT(S) GRANTED TO BLUEBONNET ELECTRIC COOPERATIVE, INC., AS SET OUT AND DESCRIBED IN INSTRUMENT(S) RECORDED IN VOLUME 12728, PAGE 357 OF THE REAL PROPERTY RECORDS OF TRAVIS, COUNTY, TEXAS. **[POSSIBLY SUBJECT TO – LEGAL DESCRIPTION OF AFFECTED PROPERTY NOT FILLED IN DOCUMENT]**

G. EASEMENT(S) GRANTED TO HUMBLE OIL AND REFINING COMPANY, AS DISCLOSED IN WARRANTY DEED FILED FOR RECORD UNDER TRAVIS COUNTY CLERK'S FILE NO(S). 1999051933 **[POSSIBLY SUBJECT TO – SURVEYOR IS UNABLE TO PLOT THE LOCATION OF THE LIMITS OF THE EASEMENT AREA DUE TO VAGUE DESCRIPTION]**

H. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN SITE LEASE AGREEMENT DATED MAY 8, 1995, BY AND BETWEEN CHARLES J. POTH JR. AND WIFE VIVIAN J. POTH, AS LANDLORD, AND ACC/MCCAW CELLULAR OF FRESNO A WASHINGTON JOINT VENTURE D.B.A. AUSTIN CELLULAR TELEPHONE COMPANY, D.B.A. CELLULAR ONE, AS TENANT, MEMORANDUMS OF WHICH ARE FILED FOR RECORD IN VOLUME 12493, PAGE 280 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND UNDER TRAVIS COUNTY CLERK'S FILE NO. 2000014594; AMENDED BY INSTRUMENT FILED FOR RECORD UNDER TRAVIS COUNTY CLERK'S FILE NO. 2016025549 **[DOES NOT AFFECT]**

I. TERMS, CONDITIONS AND STIPULATIONS CONTAINED IN THAT CERTAIN ANNEXATION DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ELGIN, TEXAS CHARLES JOSEPH POTH JR. TRUST, AS SET FORTH IN INSTRUMENT FILED FOR RECORD UNDER TRAVIS COUNTY CLERK'S FILE NO. 2015079057, CORRECTED AND RECORDED UNDER TRAVIS COUNTY CLERK'S FILE NO. 2015113328 **[SUBJECT TO]**

LEGAL DESCRIPTION:

A TRACT OR PARCEL OF LAND CONTAINING 161.00 ACRES, MORE OR LESS, BEING LOCATED IN THE WILLIAM HINES SURVEY, ABSTRACT NO. 345, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 215 ACRE TRACT OF LAND CONVEYED TO VIVIAN JUANITA POTH, AS TRUSTEE OF THE CHARLES JOSEPH POTH, JR. TRUST IN WARRANTY DEED RECORDED UNDER TRAVIS COUNTY CLERK'S FILE NO. 1999051933;

BEARING BASIS:

ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00007836611 3.

SURVEY CONTROL:

CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES (STATE PLANE TEXAS CENTRAL – 4203) AND ELEVATIONS (NAVD88) SHOWN HEREON WERE COMPUTED FROM NGS O.P.U.S. SOLUTION REPORT DERIVED FROM 4WARD STATIC DATA COLLECTED MARCH 3, 2020.

UTILITY NOTE:

THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED (UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR GRAPHIC REPRESENTATION ONLY) ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES ONLY THE VISIBLE ABOVE GROUND UTILITY STRUCTURES.

GENERAL NOTES:

1) PROPERTY ADDRESS: U.S. HIGHWAY 290 AND ALBERT VOELKER ROAD, ELGIN TEXAS

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

3) THE LOCATION OF FENCES AND THE SIZE AND LOCATION OF UTILITY STRUCTURES, (IF SHOWN), MAY BE EXAGGERATED FOR GRAPHICAL CLARITY.

4) UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON UTILITY MAPS PROVIDED BY THE VARIOUS UTILITY COMPANIES.

5) THERE WERE NO STRIPED PARKING SPACES ON THIS SITE AT THE TIME OF SURVEY.

6) THE 215 ACRE TRACT DESCRIBED IN DOCUMENT NO. 1999014392 AS TRACT TWO, FIRST TRACT, DOES NOT FORM A MATHEMATICAL CLOSURE, ERROR IN CLOSURE = ±10'.

7) THERE WERE NO STRIPED PARKING SPACES ON THIS SITE AT THE TIME OF SURVEY.

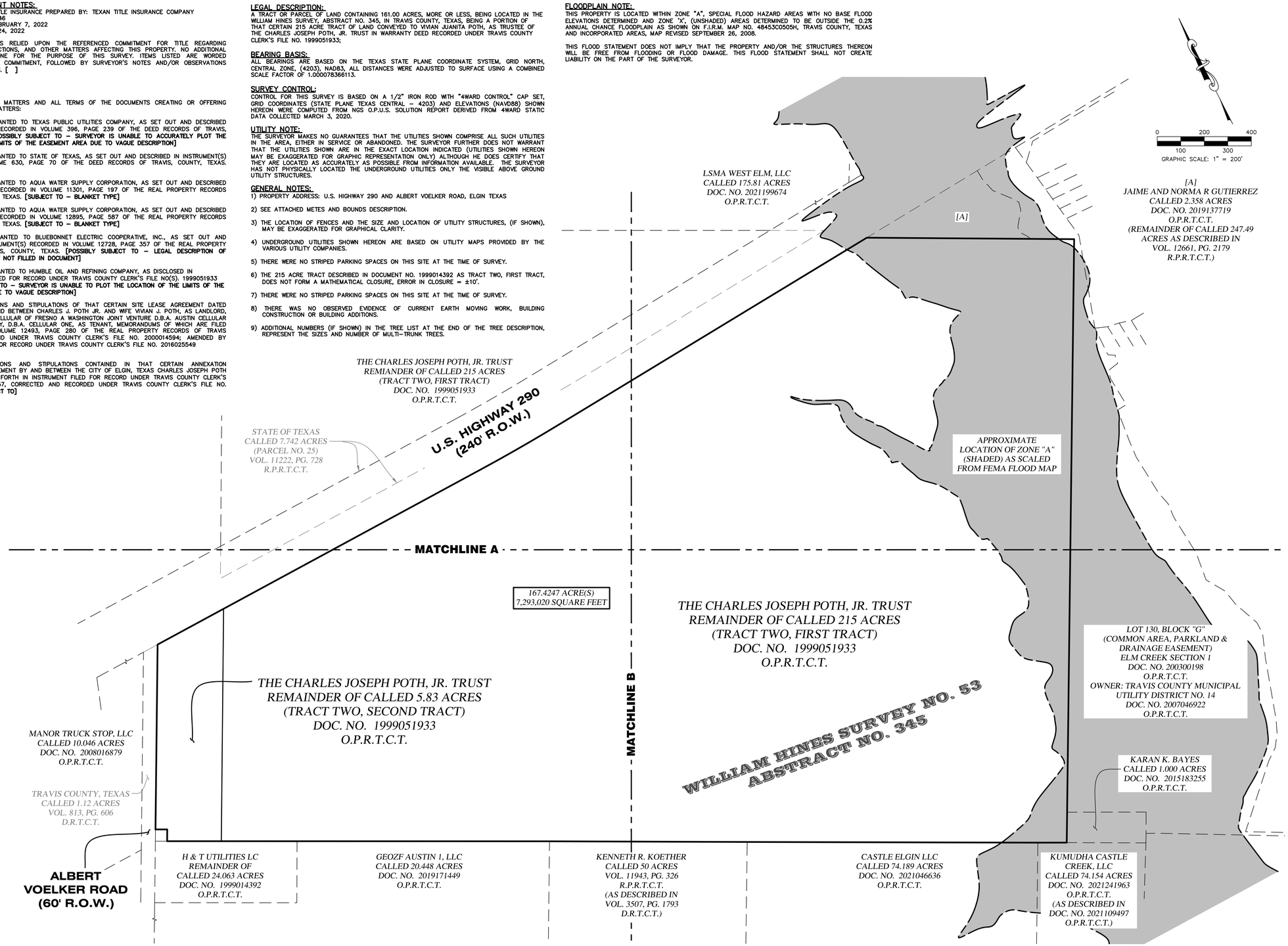
8) THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.

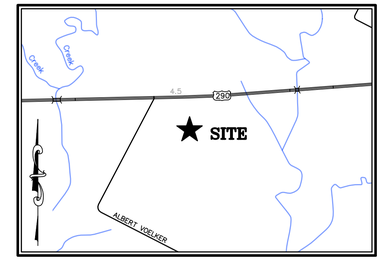
9) ADDITIONAL NUMBERS (IF SHOWN) IN THE TREE LIST AT THE END OF THE TREE DESCRIPTION, REPRESENT THE SIZES AND NUMBER OF MULTI–TRUNK TREES.

FLOODPLAIN NOTE:

THIS PROPERTY IS LOCATED WITHIN ZONE "A", SPECIAL FLOOD HAZARD AREAS WITH NO BASE FLOOD ELEVATIONS DETERMINED AND ZONE 'X', (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON F.I.R.M. MAP NO. 48453C0505H, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS, MAP REVISED SEPTEMBER 26, 2008.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.





VICINITY MAP

SCALE: 1" = 2000'

LEGEND

	PROPERTY LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
△	CALCULATED POINT
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
⊙	1/2" IRON PIPE FOUND (UNLESS NOTED)
	IRON ROD WITH "BGE INC." CAP FOUND (UNLESS NOTED)
■	TXDOT TYPE I CONCRETE MONUMENT FOUND (UNLESS NOTED)
	SURVEY CONTROL POINT
E	ELECTRIC JUNCTION BOX
●	BOLLARD POST (UNLESS NOTED)
	FIRE HYDRANT
M	MAILBOX
T	TELECOMMUNICATIONS PEDESTAL
T	TELECOMMUNICATIONS BOX
	WATER VALVE
	SIGN (AS NOTED)
	POWER/UTILITY POLE
	GUY ANCHOR
	TELECOMMUNICATIONS POST
	STOP SIGN
—AE—	EDGE OF ASPHALT
—X—	WIRE FENCE
—OO—	CHAIN LINK FENCE
—I—	METAL FENCE
—OU—	OVERHEAD UTILITY
—SS—	STORM SEWER LINE
—T—	UNDERGROUND TELECOMMUNICATIONS
—W—	WATER LINE
	CONCRETE
	BUILDING
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT–OF–WAY
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DEED DOC. NO. 1999051933
[.....]	RECORD INFORMATION PER DEED VOL. 12661, PG. 2179
{.....}	RECORD INFORMATION PER DEED DOC. NO. 2021046636
((.....))	RECORD INFORMATION PER DEED VOL. 813, PG. 606
[[.....]]	RECORD INFORMATION PER DEED VOL. 3507, PG. 1793
{{.....}}	RECORD INFORMATION PER DEED DOC. NO. 1999014392
<.....>	RECORD INFORMATION PER DEED DOC. NO. 2008016879
<<.....>>	RECORD INFORMATION PER DEED DOC. NO. 2019171449
([.....])	RECORD INFORMATION PER DEED VOL. 11222, PG. 728
–.....–	RECORD INFORMATION PER DEED DOC. NO. 2015183255

ALTA/NSPS LAND TITLE & TREE SURVEY OF 167.4247 ACRES OUT OF THE WILLIAM HINES SURVEY NO. 53 ABSTRACT NO. 345 City of Elgin ETJ Travis County, Texas

ALTA/NSPS CERTIFICATION:

TO ROUNDROCK CAPITAL, LLC; TEXAN TITLE INSURANCE COMPANY; GAYLE POTH MAREK, SUCCESSOR TRUSTEE OF THE CHARLES JOSEPH POTH, JR. TRUST, CREATED IN THE CHARLES JOSEPH, JR. AND VIVIAN JUANITA POTH REVOCABLE LIVING TRUST; & LONGHORN TITLE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1–4, 7(a), 8–10, 11(a), 13, 15, 16 AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 5, 2022.

8/25/2022
DATE

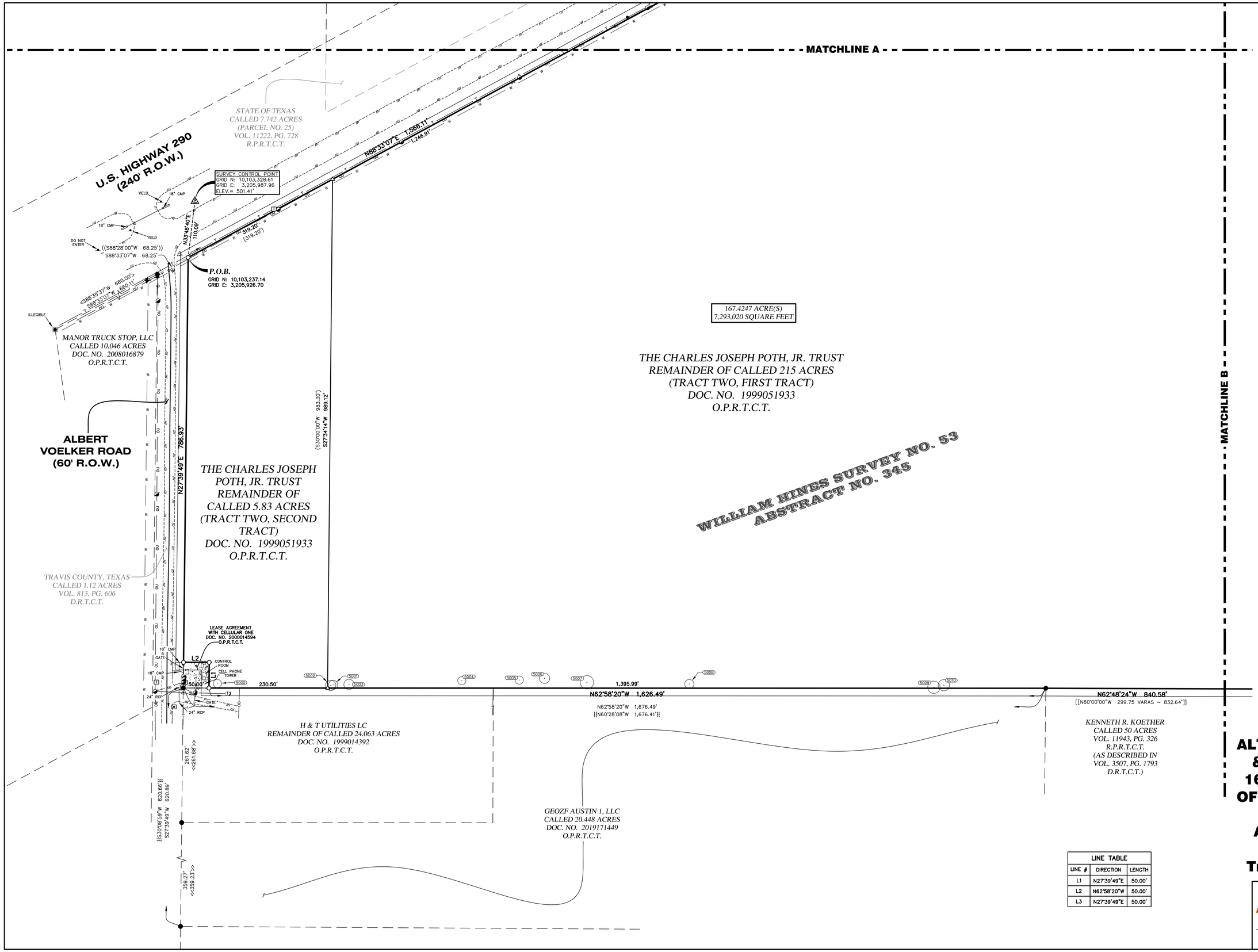
JASON WARD, RPLS
TEXAS REGISTRATION NO. 5811

STATE OF TEXAS
REGISTERED
JASON WARD
5811
PROFESSIONAL
LAND SURVEYOR

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	8/25/2022
Project:	01409
Scale:	1" = 200'
Reviewer:	FM
Tech:	TR
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	1 OF 5

P:\01409\Dwg\01409_Tree Survey.dwg



0 80 160
40 120
GRAPHIC SCALE: 1" = 80'

LEGEND

	PROPERTY LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
△	CALCULATED POINT
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
⊙	1/2" IRON PIPE FOUND (UNLESS NOTED)
	IRON ROD WITH "BGE INC." CAP FOUND (UNLESS NOTED)
■	TXDOT TYPE I CONCRETE MONUMENT FOUND (UNLESS NOTED)
	SURVEY CONTROL POINT
Ⓔ	ELECTRIC JUNCTION BOX
●	BOLLARD POST (UNLESS NOTED)
	FIRE HYDRANT
Ⓜ	MAILBOX
Ⓣ	TELECOMMUNICATIONS PEDESTAL
Ⓣ	TELECOMMUNICATIONS BOX
	WATER VALVE
	SIGN (AS NOTED)
	POWER/UTILITY POLE
	GUY ANCHOR
	TELECOMMUNICATIONS POST
	STOP SIGN
	EDGE OF ASPHALT
— X —	WIRE FENCE
— OO —	CHAIN LINK FENCE
— I —	METAL FENCE
— OU —	OVERHEAD UTILITY
— SS —	STORM SEWER LINE
— T —	UNDERGROUND TELECOMMUNICATIONS
— W —	WATER LINE
	CONCRETE
	BUILDING
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
P.O.B.	POINT OF BEGINNING
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R.O.W.	RIGHT-OF-WAY
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DEED DOC. NO. 1999051933
[.....]	RECORD INFORMATION PER DEED VOL. 12661, PG. 2179
{.....}	RECORD INFORMATION PER DEED DOC. NO. 2021046636
((.....))	RECORD INFORMATION PER DEED VOL. 813, PG. 606
[[.....]]	RECORD INFORMATION PER DEED VOL. 3507, PG. 1793
{{.....}}	RECORD INFORMATION PER DEED DOC. NO. 1999014392
<.....>	RECORD INFORMATION PER DEED DOC. NO. 2008016879
<<.....>>	RECORD INFORMATION PER DEED DOC. NO. 2019171449
([.....])	RECORD INFORMATION PER DEED VOL. 11222, PG. 728
~.....~	RECORD INFORMATION PER DEED DOC. NO. 2015183255

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N27°39'49"E	50.00'
L2	N62°58'20"W	50.00'
L3	N27°39'49"E	50.00'

ALTA/NSPS LAND TITLE & TREE SURVEY OF 167.4247 ACRES OUT OF THE WILLIAM HINES SURVEY NO. 53 ABSTRACT NO. 345 City of Elgin ETJ Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	8/25/2022
Project:	01409
Scale:	1" = 80'
Reviewer:	FM
Tech:	TR
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	2 OF 5

P:\01409\Dwg\01409_Tree Survey.dwg

TREE LIST

NUMBER	DESCRIPTION
5000	8" CEDAR ELM
5001	9" CEDAR ELM
5002	10" CEDAR ELM
5003	10" CEDAR ELM
5004	8" CEDAR ELM
5005	8" CEDAR ELM
5006	10" CEDAR ELM
5007	13" CEDAR ELM
5008	9" CEDAR ELM
5009	12" CEDAR ELM
5010	11" CEDAR ELM
5011	25" CEDAR ELM 15-11-8
5012	9" CEDAR ELM
5013	16" CEDAR ELM 11-10
5014	14" CEDAR ELM
5015	10" CEDAR ELM
5016	8" CEDAR ELM
5017	8" CEDAR ELM
5018	8" CEDAR ELM
5019	10" CEDAR ELM
5020	13" CEDAR ELM
5021	10" CEDAR ELM
5022	10" CEDAR ELM
5023	10" CEDAR ELM
5024	12" CEDAR ELM
5025	16" CEDAR ELM 9-7-7
5026	13" CEDAR ELM
5027	11" CEDAR ELM
5028	13" CEDAR ELM 10-6
5029	13" CEDAR ELM
5030	10" CEDAR ELM
5031	10" CEDAR ELM 8-3
5032	14" CEDAR ELM 10-8
5033	9" CEDAR ELM
5034	8" CEDAR ELM
5035	11" CEDAR ELM
5036	9" CEDAR ELM
5037	8" CEDAR ELM
5038	13" MESQUITE
5039	22" MESQUITE
5040	9" CEDAR ELM
5041	9" CEDAR ELM
5042	8" CEDAR ELM
5043	16" CEDAR ELM
5044	14" CEDAR ELM
5045	14" CEDAR ELM
5046	8" CEDAR ELM
5047	8" CEDAR ELM
5048	13" CEDAR ELM
5049	11" CEDAR ELM
5050	8" CEDAR ELM
5051	10" CEDAR ELM
5052	8" CEDAR ELM
5053	10" CEDAR ELM
5054	8" CEDAR ELM
5055	9" CEDAR ELM
5056	10" CEDAR ELM
5057	9" CEDAR ELM
5058	10" CEDAR ELM
5059	8" CEDAR ELM
5060	8" CEDAR ELM
5061	8" CEDAR ELM
5062	9" CEDAR ELM
5063	16" CEDAR ELM
5064	11" CEDAR ELM 8-6
5065	8" CEDAR ELM
5066	12" CEDAR ELM
5067	9" CEDAR ELM
5068	13" CEDAR ELM
5069	14" CEDAR ELM 8-6-5
5070	8" CEDAR ELM
5071	13" CEDAR ELM 9-8
5072	9" CEDAR ELM
5073	8" CEDAR ELM
5074	9" CEDAR ELM
5075	9" CEDAR ELM
5076	8" CEDAR ELM
5077	11" CEDAR ELM
5078	9" CEDAR ELM
5079	8" CEDAR ELM
5080	8" CEDAR ELM
5081	8" CEDAR ELM
5082	8" CEDAR ELM
5083	8" CEDAR ELM
5084	9" CEDAR ELM
5085	9" CEDAR ELM
5086	8" CEDAR ELM
5087	8" CEDAR ELM
5088	8" CEDAR ELM
5089	11" CEDAR ELM
5090	9" CEDAR ELM
5091	12" CEDAR ELM
5092	12" CEDAR ELM 8-7
5093	10" CEDAR ELM
5094	15" CEDAR ELM 10-10
5095	9" CEDAR ELM
5096	8" CEDAR ELM
5097	16" CEDAR ELM 11-9
5098	8" CEDAR ELM
5099	8" CEDAR ELM
5100	8" CEDAR ELM
5101	10" CEDAR ELM
5102	8" CEDAR ELM
5103	11" CEDAR ELM
5104	13" CEDAR ELM
5105	10" CEDAR ELM
5106	20" CEDAR ELM
5107	12" CEDAR ELM
5108	8" CEDAR ELM
5109	14" CEDAR ELM
5110	10" CEDAR ELM
5111	8" CEDAR ELM
5112	8" CEDAR ELM
5113	9" CEDAR ELM
5114	8" CEDAR ELM
5115	8" CEDAR ELM
5116	8" CEDAR ELM
5117	8" CEDAR ELM
5118	9" CEDAR ELM
5119	9" CEDAR ELM
5120	11" CEDAR ELM
5121	8" CEDAR ELM
5122	8" CEDAR ELM
5123	8" CEDAR ELM
5124	8" CEDAR ELM
5125	8" CEDAR ELM
5126	10" CEDAR ELM
5127	8" CEDAR ELM
5128	8" CEDAR ELM
5129	10" MESQUITE
5130	9" CEDAR ELM
5131	8" CEDAR ELM
5132	11" CEDAR ELM
5133	8" CEDAR ELM
5134	11" CEDAR ELM
5135	13" CEDAR ELM
5136	9" CEDAR ELM
5137	11" CEDAR ELM 8-6
5138	18" MESQUITE 14-8
5139	8" CEDAR ELM
5140	9" CEDAR ELM
5141	15" MESQUITE 11-7
5142	22" MESQUITE 11-11-10
5143	9" CEDAR ELM
5144	12" CEDAR ELM
5145	8" CEDAR ELM
5146	9" CEDAR ELM
5147	9" MESQUITE
5148	20" MESQUITE 12-8-7
5149	15" MESQUITE 9-6-6
5150	16" MESQUITE 10-6-6
5151	14" MESQUITE 9-5-5
5152	11" CEDAR ELM
5153	14" CEDAR ELM 11-6
5154	9" CEDAR ELM
5155	9" CEDAR ELM
5156	9" CEDAR ELM
5157	10" CEDAR ELM
5158	10" CEDAR ELM
5159	11" CEDAR ELM
5160	8" CEDAR ELM
5161	10" CEDAR ELM
5162	8" CEDAR ELM
5163	9" CEDAR ELM
5164	11" CEDAR ELM
5165	8" CEDAR ELM
5166	8" MESQUITE
5167	8" CEDAR ELM
5168	11" CEDAR ELM
5169	11" CEDAR ELM
5170	11" CEDAR ELM
5171	17" CEDAR ELM 12-9
5172	9" CEDAR ELM
5173	8" CEDAR ELM
5174	10" MESQUITE
5175	8" MESQUITE
5176	9" MESQUITE
5177	10" CEDAR ELM
5178	9" CEDAR ELM
5179	9" MESQUITE
5180	11" CEDAR ELM
5181	8" CEDAR ELM
5182	8" CEDAR ELM
5183	9" CEDAR ELM
5184	10" CEDAR ELM
5185	9" CEDAR ELM
5186	9" CEDAR ELM
5187	10" CEDAR ELM
5188	8" CEDAR ELM
5189	9" CEDAR ELM
5190	8" CEDAR ELM
5191	8" CEDAR ELM
5192	8" CEDAR ELM
5193	10" MESQUITE MULTI
5194	8" MESQUITE
5195	15" MESQUITE 10-9
5196	8" MESQUITE
5197	13" MESQUITE 10-6
5198	12" MESQUITE 8-8
5199	8" MESQUITE
5200	13" MESQUITE 9-7
5201	8" CEDAR ELM
5202	8" MESQUITE
5203	8" MESQUITE
5204	11" CEDAR ELM
5205	10" CEDAR ELM
5206	9" CEDAR ELM
5207	13" CEDAR ELM 10-5
5208	8" CEDAR ELM
5209	8" CEDAR ELM
5210	9" CEDAR ELM
5211	8" CEDAR ELM
5212	12" CEDAR ELM 8-7
5213	10" CEDAR ELM
5214	8" CEDAR ELM
5215	8" CEDAR ELM
5216	8" CEDAR ELM
5217	8" CEDAR ELM
5218	19" CEDAR ELM 13-11
5219	9" CEDAR ELM
5220	11" CEDAR ELM
5221	15" CEDAR ELM 10-9
5222	11" CEDAR ELM
5223	8" CEDAR ELM
5224	8" CEDAR ELM
5225	12" CEDAR ELM
5226	11" CEDAR ELM
5227	17" CEDAR ELM 12-10
5228	10" CEDAR ELM
5229	9" CEDAR ELM
5230	8" CEDAR ELM
5231	8" CEDAR ELM
5232	9" CEDAR ELM
5233	14" CEDAR ELM
5234	18" CEDAR ELM
5235	13" CEDAR ELM 10-5
5236	10" CEDAR ELM
5237	21" CEDAR ELM
5238	20" CEDAR ELM
5239	18" CEDAR ELM
5240	10" CEDAR ELM
5241	15" CEDAR ELM
5242	11" CEDAR ELM
5243	12" CEDAR ELM
5244	9" CEDAR ELM
5245	8" CEDAR ELM
5246	9" CEDAR ELM
5247	11" CEDAR ELM
5248	13" CEDAR ELM
5249	8" CEDAR ELM
5250	12" CEDAR ELM
5251	12" CEDAR ELM
5252	8" CEDAR ELM
5253	8" CEDAR ELM
5254	9" CEDAR ELM
5255	12" CEDAR ELM
5256	8" CEDAR ELM
5257	16" CEDAR ELM
5258	11" CEDAR ELM
5259	9" CEDAR ELM
5260	11" CEDAR ELM
5261	9" CEDAR ELM
5262	12" CEDAR ELM
5263	10" CEDAR ELM
5264	13" CEDAR ELM
5265	13" CEDAR ELM
5266	10" CEDAR ELM
5267	12" CEDAR ELM
5268	14" CEDAR ELM
5269	17" CEDAR ELM
5270	14" CEDAR ELM
5271	13" CEDAR ELM
5272	11" CEDAR ELM
5273	9" CEDAR ELM
5274	14" CEDAR ELM
5275	10" CEDAR ELM
5276	8" CEDAR ELM
5277	8" CEDAR ELM
5278	10" CEDAR ELM
5279	8" CEDAR ELM
5280	11" CEDAR ELM
5281	18" CEDAR ELM 13-10
5282	8" MESQUITE
5283	8" CEDAR ELM
5284	16" CEDAR ELM 11-10
5285	19" CEDAR ELM
5286	17" CEDAR ELM
5287	10" MESQUITE
5288	8" MESQUITE
5289	13" CEDAR ELM 9-8
5290	8" CEDAR ELM
5291	8" MESQUITE
5292	10" MESQUITE
5293	10" MESQUITE
5294	9" MESQUITE
5295	13" MESQUITE 9-8
5296	12" CEDAR ELM
5297	14" CEDAR ELM
5298	12" MESQUITE 8-8
5299	11" CEDAR ELM
5300	11" CEDAR ELM
5301	9" CEDAR ELM
5302	13" CEDAR ELM
5303	10" CEDAR ELM
5304	11" CEDAR ELM
5305	9" CEDAR ELM
5306	8" CEDAR ELM MULTI
5307	8" MESQUITE
5308	8" MESQUITE
5309	9" CEDAR ELM
5310	20" MESQUITE 14-11
5311	13" CEDAR ELM
5312	11" CEDAR ELM
5313	12" CEDAR ELM 8-8
5314	8" CEDAR ELM
5315	10" CEDAR ELM
5316	10" CEDAR ELM
5317	10" CEDAR ELM
5318	10" CEDAR ELM
5319	16" MESQUITE 11-9
5320	17" MESQUITE 9-9-7
5321	8" MESQUITE
5322	9" CEDAR ELM
5323	8" CEDAR ELM
5324	12" CEDAR ELM
5325	12" CEDAR ELM AD*
5326	10" CEDAR ELM
5327	11" CEDAR ELM
5328	8" CEDAR ELM
5329	8" CEDAR ELM
5330	13" MESQUITE 9-8
5331	11" MESQUITE
5332	10" CEDAR ELM AD*
5333	10" CEDAR ELM
5334	11" CEDAR ELM 8-6
5335	8" CEDAR ELM
5336	16" CEDAR ELM 11-9
5337	10" CEDAR ELM
5338	11" CEDAR ELM
5339	13" CEDAR ELM
5340	10" MESQUITE
5341	9" CEDAR ELM
5342	9" CEDAR ELM
5343	10" CEDAR ELM
5344	9" MESQUITE
5345	8" CEDAR ELM
5346	10" CEDAR ELM
5347	10" CEDAR ELM
5348	8" CEDAR ELM
5349	8" CEDAR ELM
5350	9" CEDAR ELM
5351	9" CEDAR ELM
5352	13" CEDAR ELM 9-8
5353	8" CEDAR ELM
5354	9" CEDAR ELM
5355	13" CEDAR ELM
5356	17" CEDAR ELM 13-8
5357	8" CEDAR ELM
5358	8" CEDAR ELM
5359	8" CEDAR ELM
5360	10" CEDAR ELM
5361	8" CEDAR ELM
5362	8" CEDAR ELM
5363	9" CEDAR ELM
5364	8" CEDAR ELM
5365	9" CEDAR ELM
5366	9" CEDAR ELM
5367	9" CEDAR ELM
5368	8" CEDAR ELM
5369	9" CEDAR ELM
5370	9" MESQUITE
5371	10" CEDAR ELM
5372	9" CEDAR ELM
5373	8" CEDAR ELM
5374	9" CEDAR ELM
5375	11" CEDAR ELM
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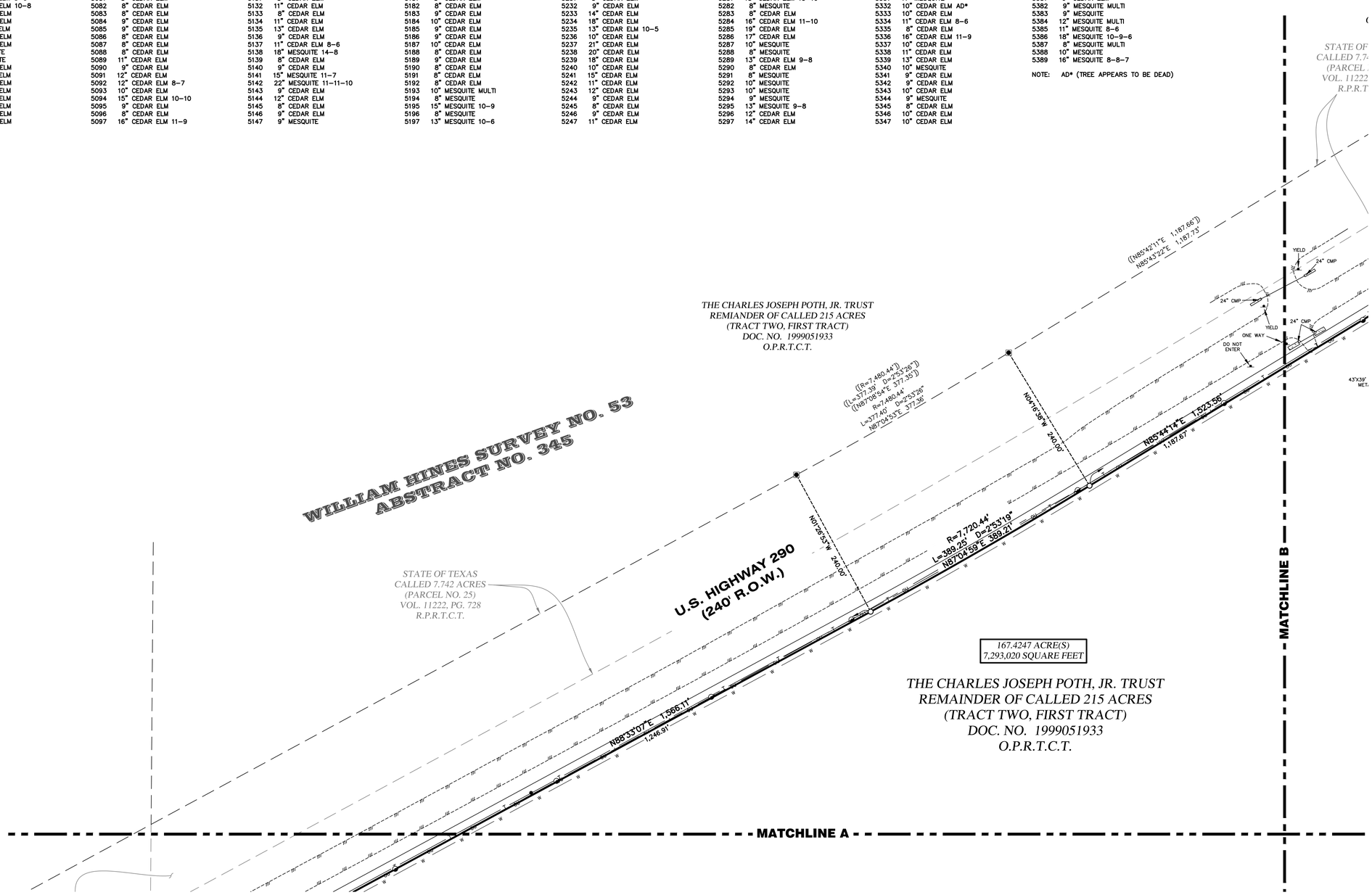
5377	14" MESQUITE 11-5
5378	13" MESQUITE 10-6
5379	12" CEDAR ELM
5380	8" CEDAR ELM
5381	9" CEDAR ELM
5382	9" MESQUITE MULTI
5383	9" MESQUITE
5384	12" MESQUITE MULTI
5385	11" MESQUITE 8-6
5386	18" MESQUITE 10-9-6
5387	8" MESQUITE MULTI
5388	10" MESQUITE
5389	16" MESQUITE 8-8-7

NOTE: AD* (TREE APPEARS TO BE DEAD)



0 80 160
40 120
GRAPHIC SCALE: 1" = 80'

LEGEND

	PROPERTY LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
△	CALCULATED POINT
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
⊙	1/2" IRON PIPE FOUND (UNLESS NOTED)
◉	IRON ROD WITH "BGE INC." CAP FOUND (UNLESS NOTED)
■	TXDOT TYPE I CONCRETE MONUMENT FOUND (UNLESS NOTED)
	SURVEY CONTROL POINT
Ⓔ	ELECTRIC JUNCTION BOX
●	BOLLARD POST (UNLESS NOTED)
	FIRE HYDRANT
Ⓜ	MAILBOX
Ⓣ	TELECOMMUNICATIONS PEDESTAL
Ⓣ	TELECOMMUNICATIONS BOX
	WATER VALVE
	SIGN (AS NOTED)
	POWER/UTILITY POLE
	GUY ANCHOR
	TELECOMMUNICATIONS POST
	STOP SIGN
	EDGE OF ASPHALT
—— X ——	WIRE FENCE
—— OO ——	CHAIN LINK FENCE
—— I ——	METAL FENCE
—— OU ——	OVERHEAD UTILITY
—— SS ——	STORM SEWER LINE
—— T ——	UNDERGROUND TELECOMMUNICATIONS
—— W ——	WATER LINE
	CONCRETE
	BUILDING
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
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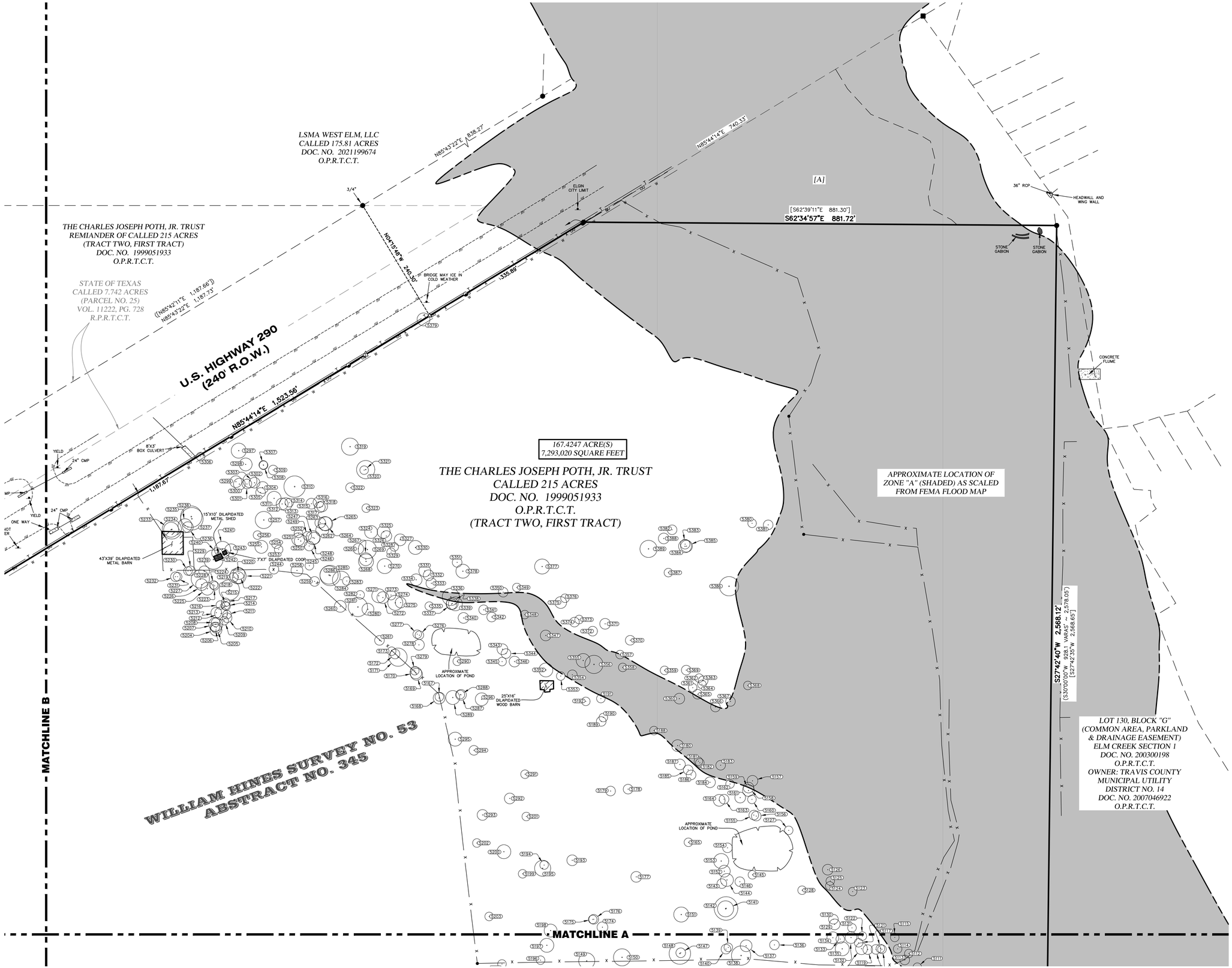

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■	TXDOT TYPE I CONCRETE MONUMENT FOUND (UNLESS NOTED)
	SURVEY CONTROL POINT
E	ELECTRIC JUNCTION BOX
●	BOLLARD POST (UNLESS NOTED)
	FIRE HYDRANT
M	MAILBOX
T	TELECOMMUNICATIONS PEDESTAL
T	TELECOMMUNICATIONS BOX
	WATER VALVE
	SIGN (AS NOTED)
	POWER/UTILITY POLE
	GUY ANCHOR
	TELECOMMUNICATIONS POST
	STOP SIGN
	EDGE OF ASPHALT
— x —	WIRE FENCE
— oo —	CHAIN LINK FENCE
— I —	METAL FENCE
— OU —	OVERHEAD UTILITY
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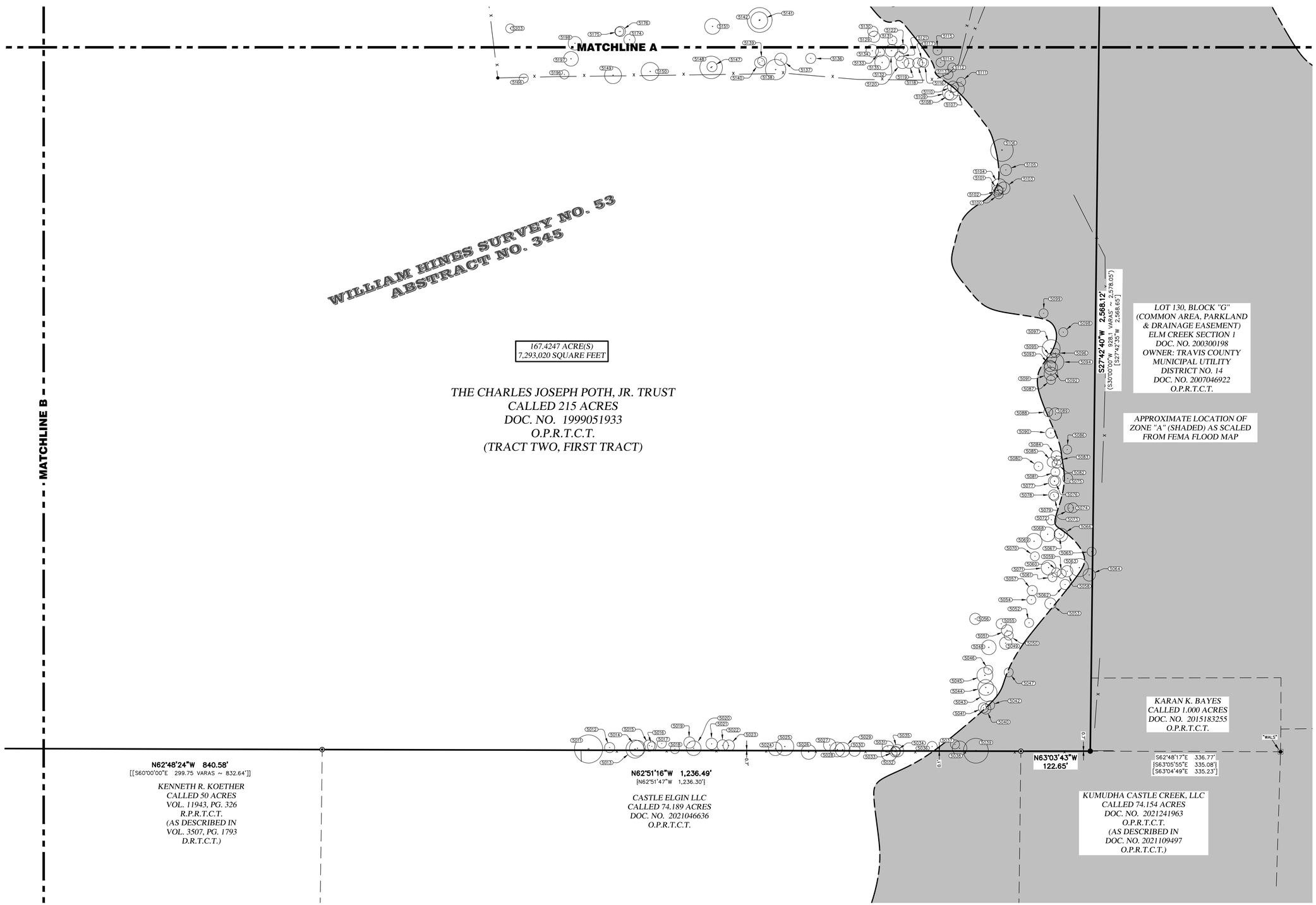

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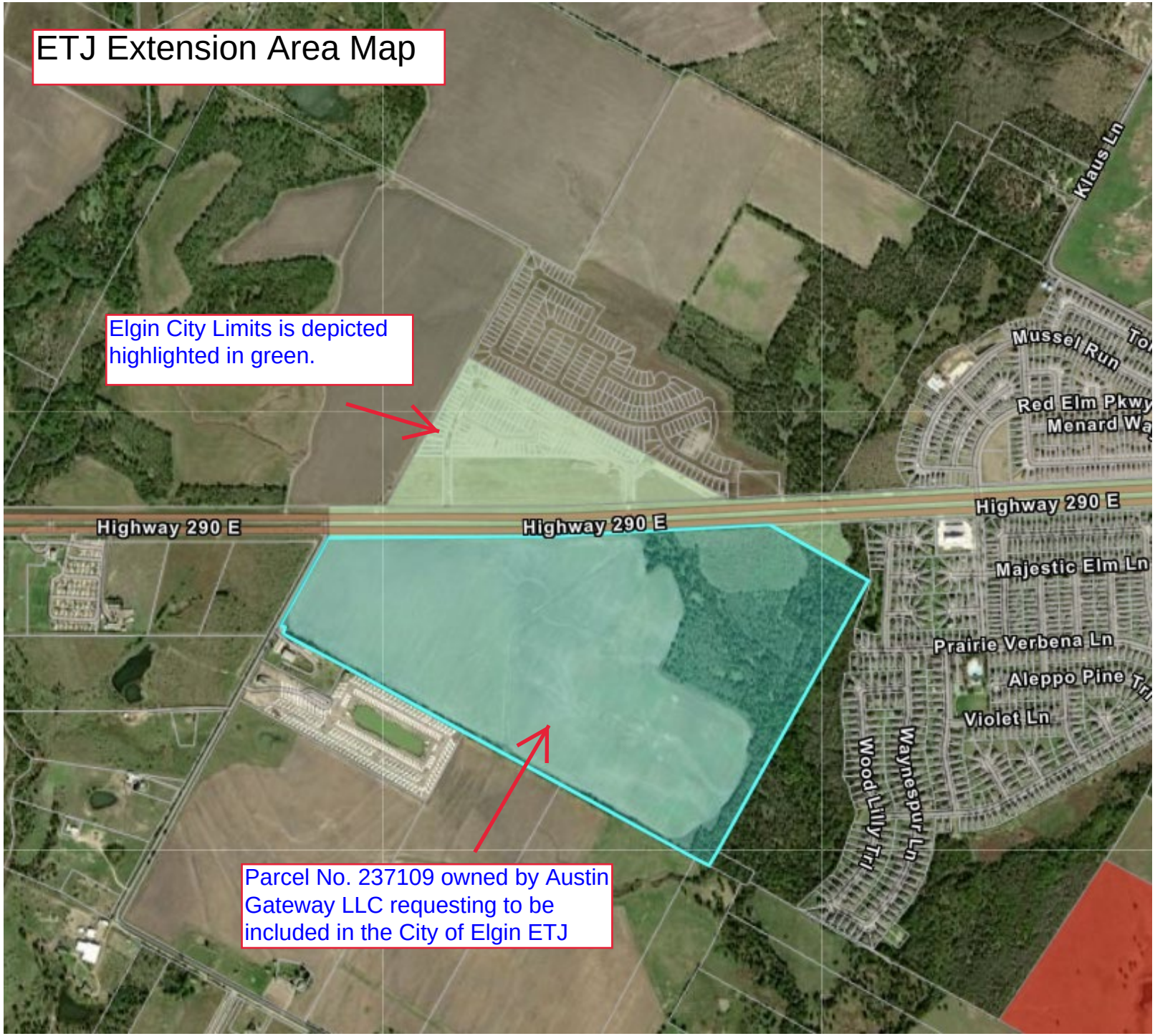
	TELECOMMUNICATIONS POST
	STOP SIGN
	EDGE OF ASPHALT
x	WIRE FENCE
oo	CHAIN LINK FENCE
I	METAL FENCE
OU	OVERHEAD UTILITY
SS	STORM SEWER LINE
T	UNDERGROUND TELECOMMUNICATIONS
W	WATER LINE
	CONCRETE
	BUILDING
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DEED DOC. NO. 1999051933
[.....]	RECORD INFORMATION PER DEED VOL. 12661, PG. 2179
{.....}	RECORD INFORMATION PER DEED DOC. NO. 2021046636
((.....))	RECORD INFORMATION PER DEED VOL. 813, PG. 606
[[.....]]	RECORD INFORMATION PER DEED VOL. 3507, PG. 1793
{{.....}}	RECORD INFORMATION PER DEED DOC. NO. 1999014392
<.....>	RECORD INFORMATION PER DEED DOC. NO. 2008016879
<<.....>>	RECORD INFORMATION PER DEED DOC. NO. 2019171449
([.....])	RECORD INFORMATION PER DEED VOL. 11222, PG. 728
"....."	RECORD INFORMATION PER DEED DOC. NO. 2015183255

ALTA/NSPS LAND TITLE & TREE SURVEY OF 167.4247 ACRES OUT OF THE WILLIAM HINES SURVEY NO. 53 ABSTRACT NO. 345 City of Elgin ETJ Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	8/25/2022
Project:	01409
Scale:	1" = 80'
Reviewer:	FM
Tech:	TR
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	5 OF 5

P:\01409\Dwg\01409_Tree Survey.dwg


ETJ Extension Area Map
Elgin City Limits is depicted highlighted in green.
Parcel No. 237109 owned by Austin Gateway LLC requesting to be included in the City of Elgin ETJ
Highway 290 E
Highway 290 E
Highway 290 E
Klaus Ln
Mussel Run
Red Elm Pkwy
Menard Wa
Majestic Elm Ln
Prairie Verbena Ln
Aleppo Pine Tr
Violet Ln
Waynespur Ln
Wood Lilly Trl

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN CONSENTING TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT AND INCLUSION OF LAND

DEPARTMENT: Development Services

PROPOSED ACTION: Consideration and approval of a Resolution consenting to the creation of a Municipal Utility District to be called Travis County Municipal Utility District No. 36 (or next available numerical designation) and inclusion of 185.3613 acres of land into that district.

BACKGROUND:
This item is related to the Development and Consent Agreement item discussed earlier and is a requirement for the creation of the Municipal Utility District.

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

RECOMMENDATION:
Approval of the Resolution consenting to the creation of a Municipal Utility District to be called Travis County Municipal Utility District No. 36 (or next available numerical designation) and inclusion of 185.3613 acres of land into that district as described; and routine direction to staff, if any.

ATTACHMENTS:
1. Elgin Gateway Form of Consent Resolution
2. Elgin Gateway Area Map

{} 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. 2024-11-12-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN CONSENTING TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT AND INCLUSION OF LAND

WHEREAS, the City of Elgin ("City") has received a request for its consent to the inclusion of the tract of real property encompassing approximately 185.3613 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 Travis County Municipal Utility District No. 36 (or next available numerical designation) 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(s) 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 creation of the District and inclusion of the Property within the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVISE 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. The City Council of the City hereby grants its consent to the creation of the district and inclusion of the Property within the District. The City Council of the City hereby grants its consent to the acquisition of road powers by the District.

Section 2. Authorization. The Mayor and City Secretary are authorized to execute any documents necessary to effectuate this Resolution.

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. 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.

PASSED AND ADOPTED this 12th day of November 2024.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary
(SEAL)

PO Box 90876
Austin, TX 78709
512.554.3371
fperez@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 185.3613 ACRES (8,074,337 SQUARE FEET) OUT OF THE WILLIAM HINES SURVEY NO. 53, ABSTRACT NO. 345 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 167.4247 ACRE TRACT CONVEYED TO AUSTIN GATEWAY LLC IN DOCUMENT NO. 2022130138 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND ALSO BEING ALL OF A CALLED 74.189 ACRE TRACT CONVEYED TO CASTLE ELGIN LLC IN DOCUMENT NO. 2021046636 (O.P.R.T.C.T.), SAID 185.3613 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a calculated point in the east right-of-way line of Albert Voelker Road (60' Right-of-way), and being in the west line of said Austin Gateway tract, for the **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with "4Ward-Boundary" cap set at the intersection of the east right-of-way line of said Albert Voelker Road with the south right-of-way line of U.S. Highway 290 (240' Right-of-way), and being the northwest corner of said Austin Gateway tract bears, N27°39'49"E, a distance of 771.93 feet;

THENCE, leaving the east right-of-way line of said Albert Voelker Road and the west line of said Austin Gateway tract, over and across said Austin Gateway tract, the following twenty (20) courses and distances:

1) **S62°58'20"E**, a distance of **40.83** feet to a calculated point for a point of curvature hereof,
2) Along the arc of a curve to the right, whose radius is **720.00** feet, whose arc length is **141.37** feet and whose chord bears **S57°20'50"E**, a distance of **141.14** feet to a calculated point for a point of tangency hereof,
3) **S51°43'20"E**, a distance of **134.17** feet to a calculated point for a point of curvature hereof,
4) Along the arc of a curve to the left, whose radius is **780.00** feet, whose arc length is **153.15** feet and whose chord bears **S57°20'50"E**, a distance of **152.91** feet to a calculated point for a point of tangency hereof,
5) **S62°58'20"E**, a distance of **601.43** feet to a calculated point for a point of curvature hereof,
6) Along the arc of a curve to the left, whose radius is **780.00** feet, whose arc length is **661.20** feet and whose chord bears **S87°15'25"E**, a distance of **641.58** feet to a calculated point for a point of tangency hereof,
7) **N68°27'30"E**, a distance of **333.73** feet to a calculated point for an angle point hereof,
8) **N21°32'30"W**, a distance of **60.00** feet to a calculated point for an angle point hereof,
9) **N16°17'02"W**, a distance of **269.11** feet to a calculated point for a point of curvature hereof,
10) Along the arc of a curve to the right, whose radius is **645.00** feet, whose arc length is **165.95** feet and whose chord bears **N08°54'48"W**, a distance of **165.49** feet to a calculated point for a point of tangency hereof,
11) **N01°32'33"W**, a distance of **352.90** feet to a calculated point for an angle point hereof,
12) **N88°33'07"E**, a distance of **733.60** feet to a calculated point for a point of curvature hereof,
13) Along the arc of a curve to the right, whose radius is **324.70** feet, whose arc length is **126.40** feet and whose chord bears **S80°07'48"E**, a distance of **125.60** feet to a calculated point for a point of tangency hereof,
14) **S68°58'42"E**, a distance of **152.02** feet to a calculated point for an angle point hereof,
15) **N20°00'22"E**, a distance of **60.01** feet to a calculated point for an angle point hereof,
16) **S68°58'42"E**, a distance of **137.22** feet to a calculated point for a point of curvature hereof,

17) Along the arc of a curve to the left, whose radius is **565.00** feet, whose arc length is **258.59** feet and whose chord bears **S84°58'37"E**, a distance of **256.34** feet to a calculated point for a point of tangency hereof,
18) **N03°24'20"W**, a distance of **219.18** feet to a calculated point for an angle point hereof,
19) **N54°41'24"W**, a distance of **161.83** feet to a calculated point for an angle point hereof, and
20) **N01°36'53"W**, a distance of **166.01** feet to a calculated point for an angle point hereof, said point being in the south right-of-way line of said U.S. Highway 290, and being in the north line of said Austin Gateway tract, from which a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point in the south right-of-way line of said U.S. Highway 290, and being an angle point in the north line of said Austin Gateway tract bears, S85°44'14"W, a distance of 686.07 feet;

THENCE, with the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, **N85°44'14"E**, a distance of **709.13** feet to a calculated point for an angle point hereof, from which a 1/2-inch iron rod found for an angle point in the north line of said Austin Gateway tract, and being the northwest corner of a called 2.358 acre tract conveyed to Jaime and Norma Gutierrez in Document No. 2019137719 (O.P.R.T.C.T.) bears, N85°44'14"E, a distance of 128.36 feet;

THENCE, leaving the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, over and across said Austin Gateway tract, the following nine (9) courses and distances:

1) **S27°30'14"W**, a distance of **12.32** feet to a calculated point for a point of curvature hereof,
2) Along the arc of a curve to the right, whose radius is **60.00** feet, whose arc length is **121.60** feet and whose chord bears **S04°26'14"E**, a distance of **101.83** feet to a calculated point for a point of reverse compound curvature hereof,
3) Along the arc of a curve to the left, whose radius is **15.00** feet, whose arc length is **22.56** feet and whose chord bears **S10°32'00"W**, a distance of **20.49** feet to a calculated point for an angle point hereof,
4) **S32°33'20"E**, a distance of **65.87** feet to a calculated point for a point of curvature hereof,
5) Along the arc of a curve to the left, whose radius is **15.00** feet, whose arc length is **10.40** feet and whose chord bears **S52°24'47"E**, a distance of **10.19** feet to a calculated point for a point of reverse compound curvature hereof,
6) Along the arc of a curve to the right, whose radius is **50.00** feet, whose arc length is **83.21** feet and whose chord bears **S24°35'49"E**, a distance of **73.93** feet to a calculated point for an angle point hereof,
7) **S57°28'02"E**, a distance of **130.91** feet to a calculated point for an angle point hereof,
8) **S59°12'35"E**, a distance of **79.23** feet to a calculated point for an angle point hereof, and
9) **N27°25'03"E**, a distance of **282.43** feet to a calculated point for an angle point hereof, said point being in the common line of said Austin Gateway tract and said Gutierrez tract;

THENCE, with the common line of said Austin Gateway tract and said Gutierrez tract, in part with the common line of said Austin Gateway tract and Lot 130, Block G (Common Area, Parkland & Drainage Easement) of the Elm Creek Section 1, a subdivision in Travis County, Texas, according to the map or plat recorded in Document No. 200300198 (O.P.R.T.C.T.), **S62°34'57"E**, a distance of **596.47** feet to a 1/2-inch iron rod found for the northeast corner hereof;

THENCE, with the east line of said Austin Gateway tract and the west line of said Lot 130, and with the west line of a called 1.00 acre tract conveyed to Karan K. Bayes in Document No. 2015183255 (O.P.R.T.C.T.), **S27°42'40"W**, a distance of **2,568.12** feet to a 1/2-inch iron rod found for an angle point hereof, said point being the southeast corner of said Austin Gateway tract, being the southwest corner of said Bayes tract, and being in the north line of a called 74.154 acre tract conveyed to Kumudha Castle Creek, LLC in Document No. 2021241963 (O.P.R.T.C.T.), from which an iron rod with "WALS" cap found for the southeast corner of said Bayes tract, and being the northeast corner of said Castle Creek tract bears, S62°48'17"E, a distance of 336.77 feet;

THENCE, with the south line of said Austin Gateway tract and the north line of said Kumudha Castle Creek tract, **N63°03'43"W**, a distance of **122.65** feet to a 1/2-inch iron pipe found for an angle point hereof, said point being the common north corner of said Kumudha Castle Creek tract and said Castle Elgin tract;

THENCE, leaving the south line of said Austin Gateway tract, with the common line of said Castle Elgin tract and said Kumudha Castle Creek tract, **S27°45'13"W**, a distance of **2,612.51** feet to an iron rod with "WALS" cap found for the southeast corner hereof, said point being in the north right-of-way line of said Albert Voelker Road, and being the common south corner of said Castle Elgin tract and said Kumudha Castle Creek tract, from which a 1/2-inch iron pipe found for the common south corner of said Kumudha Castle Creek tract and a called 5.00 acre tract conveyed to Bridget Y. Et Al & Tony E. Craven in Volume 2505, Page 123 (D.R.T.C.T.) bears, S62°58'21"E, a distance of 434.47 feet;

THENCE, with the north right-of-way line of said Albert Voelker Road and the south line of said Castle Elgin tract, **N62°58'21"W**, a distance of **1,237.15** feet to a 1-inch iron pipe found for the southwest corner hereof, said point being the common south corner of a called 50 acre tract conveyed to Kenneth R. Koether in Volume 11943, Page 326 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.), as described in Volume 3507, Page 1793 of the Deed Records of Travis County, Texas (D.R.T.C.T.) and said Castle Elgin tract;

THENCE, leaving the north right-of-way line of said Albert Voelker Road, with the common line of said Koether tract and said Castle Elgin tract, **N27°46'02"E**, a distance of **2,615.07** feet to a 1/2-inch iron pipe found for an angle point hereof, said point being in the south line of said Austin Gateway tract, and being the common north corner of said Koether tract and said Castle Elgin tract;

THENCE, with the common line of said Austin Gateway tract and said Koether tract, **N62°48'24"W**, a distance of **840.58** feet to a 1/2-inch iron rod found for an angle point hereof, said point being the common north corner of a called 20.448 acre tract conveyed to Geozf Austin 1, LLC in Document No. 2019171449 (O.P.R.T.C.T.) and said Koether tract;

THENCE, with the common line of said Austin Gateway tract and said Geozf Austin tract, in part with the common line of said Austin Gateway tract and the remainder of a called 24.063 acre tract conveyed to H&T Utilities LC in Document No. 1999014392 (O.P.R.T.C.T.), **N62°58'20"W**, a distance of **1,626.49** feet to a calculated point for an angle point hereof, said point being the southeast corner of a lease tract agreement with Cellular One as described in Document No. 2000014594 (O.P.R.T.C.T.), and being an angle point in the south line of said Austin Gateway tract, from which a 1/2-inch iron rod found in the east right-of-way line of said Albert Voelker Road, being the northwest corner of said H&T Utilities remainder tract, and being the southwest corner of said Cellular One lease tract bears, N62°58'20"W, a distance of 50.00 feet;

THENCE, leaving the common line of said Austin Gateway tract and said H&T Utilities remainder tract, with the common line of said Austin Gateway tract and said Cellular One lease tract, the following two (2) courses and distances:

1) **N27°39'49"E**, a distance of **50.00** feet to a calculated point for an angle point hereof, and
2) **N62°58'20"W**, a distance of **50.00** feet to a calculated point for an angle point hereof, said point being in the east right-of-way line of said Albert Voelker Road, and being in the west line of said Austin Gateway tract;

THENCE, with the east right-of-way line of said Albert Voelker Road and the west line of said Austin Gateway tract, **N27°39'49"E**, a distance of **15.00** feet to the **POINT OF BEGINNING** and containing 185.3613 Acres (8,074,337 Square Feet) of land, more or less.

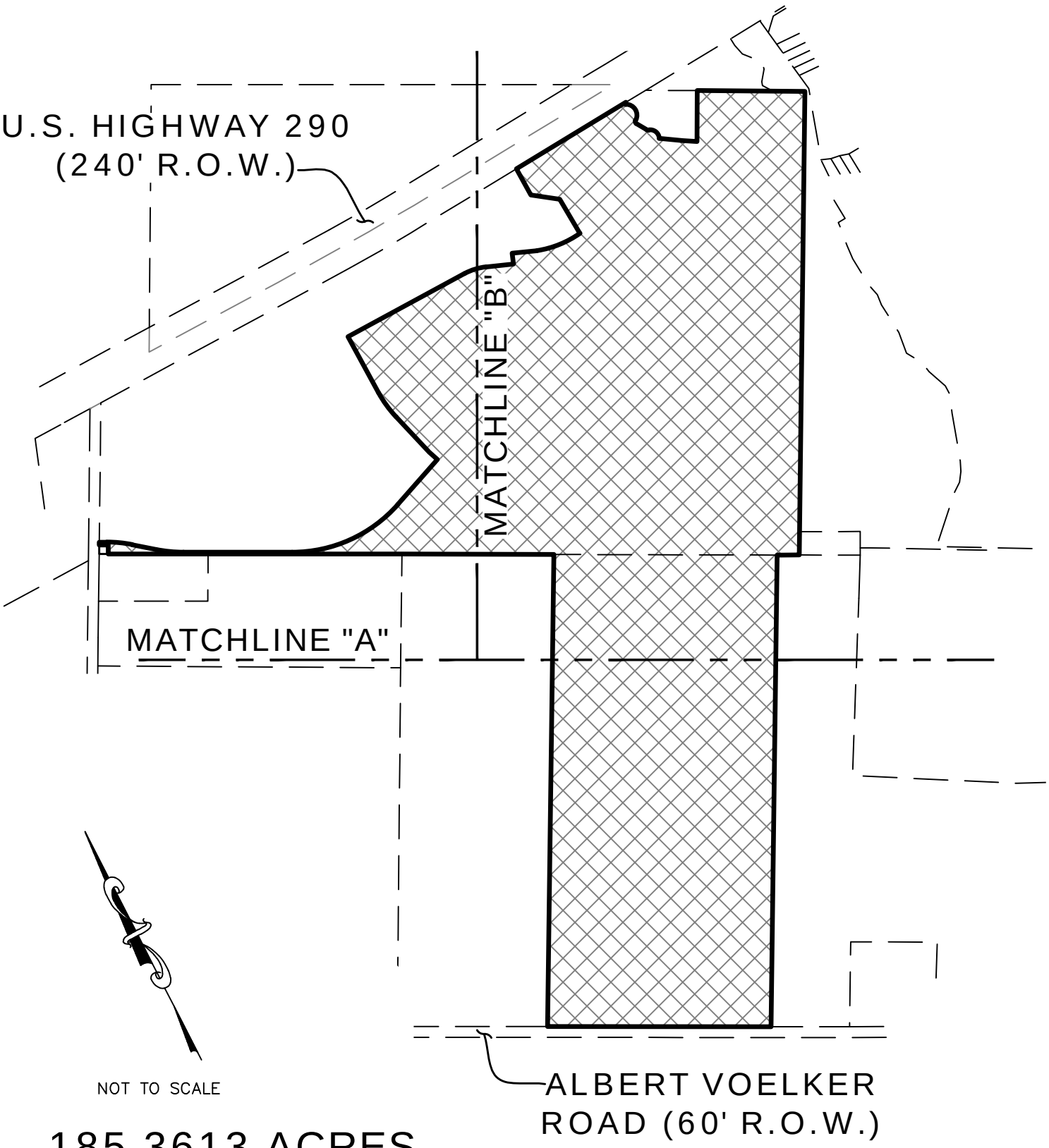
Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000078366113. See attached sketch (reference drawing: 01409_MUD District.dwg.)

7/16/2024

Fernando Perez, RPLS #7041
4Ward Land Surveying, LLC

STATE OF TEXAS
REGISTERED
FERNANDO PEREZ
7041
PROFESSIONAL
LAND SURVEYOR



185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	NTS
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	1 OF 6

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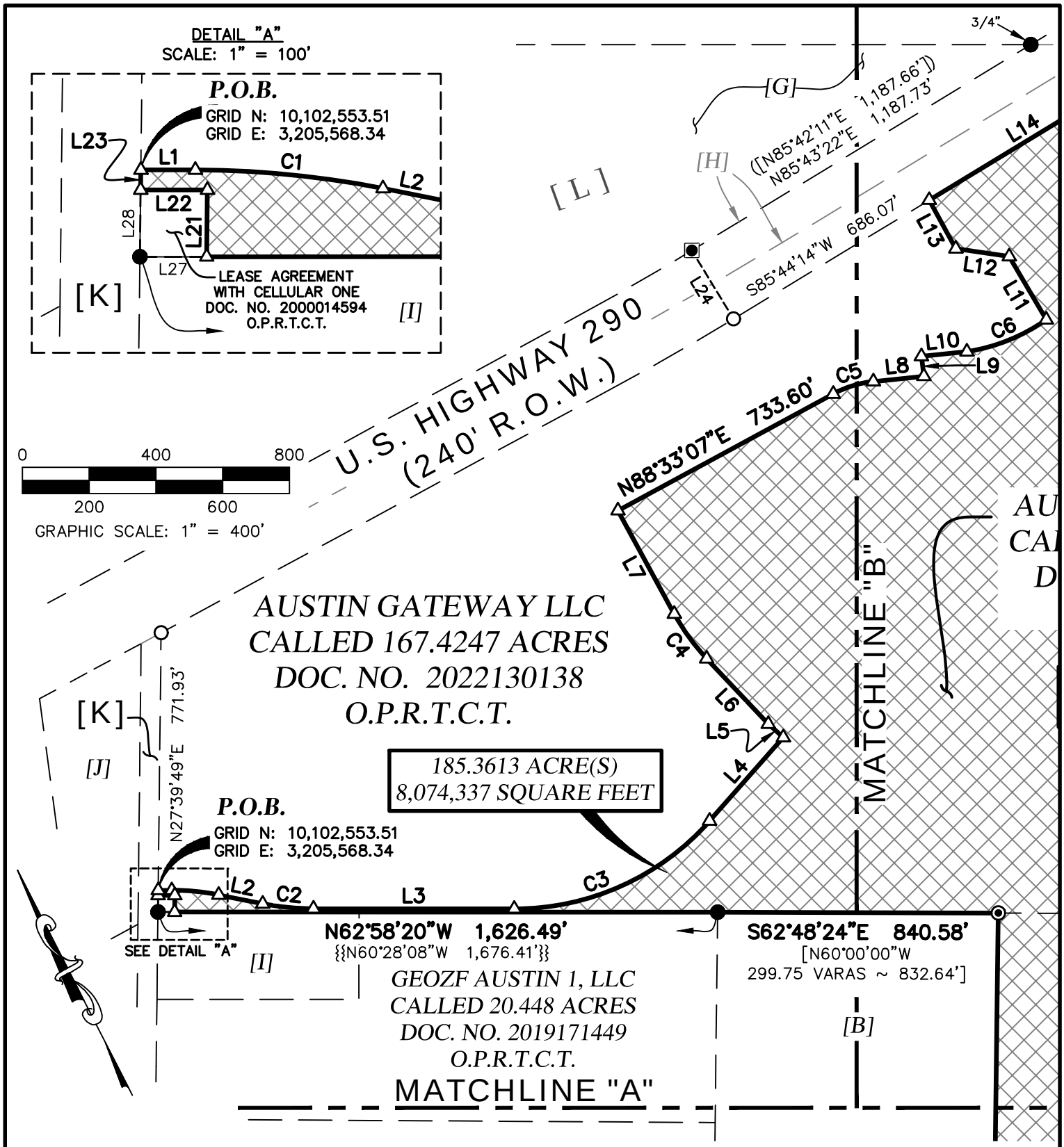

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Date:	7/16/2024
Project:	01409
Scale:	1" = 400'
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	2 OF 6

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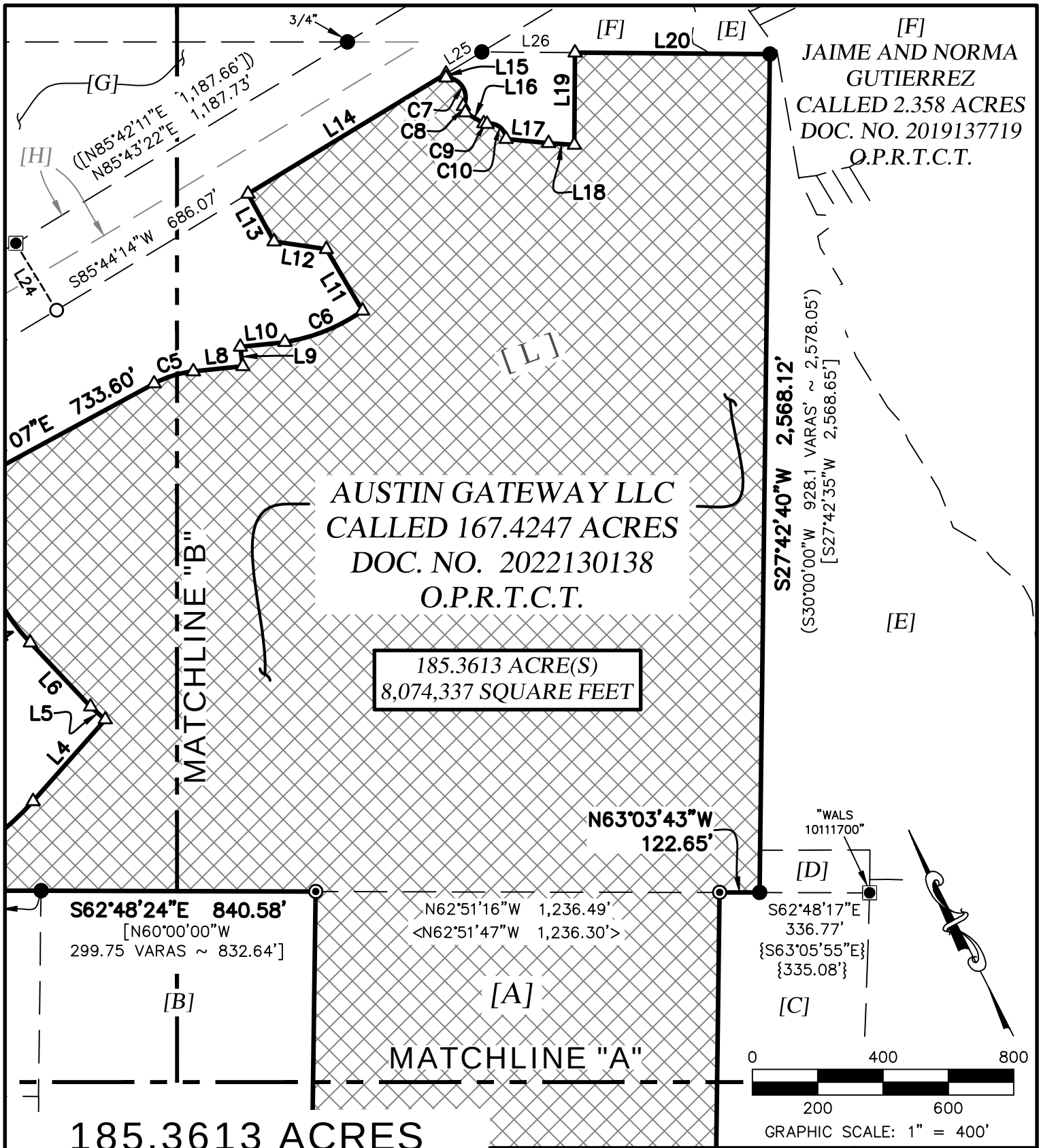

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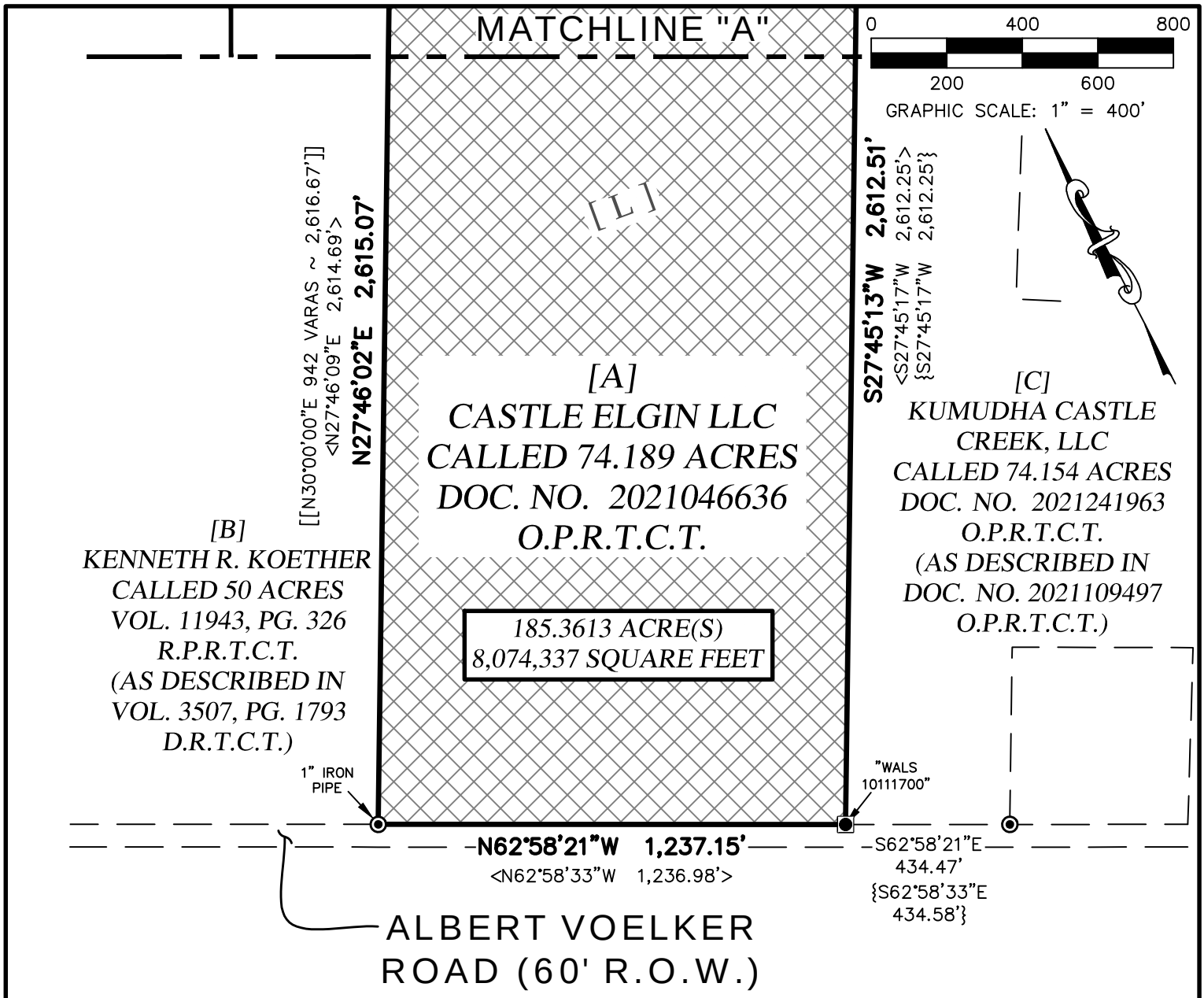
P:\01409\Dwg\01409-MUD District.dwg



[D]
KARAN K. BAYES, ET. AL.
CALLED 1.000 ACRE
DOC. NO. 2015183255
O.P.R.T.C.T.

[E]
LOT 130, BLOCK "G"
(COMMON AREA,
PARKLAND & DRAINAGE
EASEMENT)
ELM CREEK SECTION 1
DOC. NO. 200300198
O.P.R.T.C.T.

[G]
THE CHARLES JOSEPH
POTH, JR. TRUST
REMIANDER OF CALLED
215 ACRES
(TRACT TWO, FIRST
TRACT)
DOC. NO. 1999051933
O.P.R.T.C.T.

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
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Survey Date:	APR. 2022
Sheet:	4 OF 6

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CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	720.00'	141.37'	11°15'00"	S57°20'50"E	141.14'
C2	780.00'	153.15'	11°15'00"	S57°20'50"E	152.91'
C3	780.00'	661.20'	48°34'09"	S87°15'25"E	641.58'
C4	645.00'	165.95'	14°44'29"	N08°54'48"W	165.49'
C5	324.70'	126.40'	22°18'14"	S80°07'48"E	125.60'
C6	565.00'	258.59'	26°13'25"	S84°58'37"E	256.34'
C7	60.00'	121.60'	116°07'06"	S04°26'14"E	101.83'
C8	15.00'	22.56'	86°10'39"	S10°32'00"W	20.49'
C9	15.00'	10.40'	39°42'54"	S52°24'47"E	10.19'
C10	50.00'	83.21'	95°20'50"	S24°35'49"E	73.93'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S62°58'20"E	40.83'
L2	S51°43'20"E	134.17'
L3	S62°58'20"E	601.43'
L4	N68°27'30"E	333.73'
L5	N21°32'30"W	60.00'
L6	N16°17'02"W	269.11'
L7	N01°32'33"W	352.90'
L8	S68°58'42"E	152.02'
L9	N20°00'22"E	60.01'
L10	S68°58'42"E	137.22'
L11	N03°24'20"W	219.18'
L12	N54°41'24"W	161.83'
L13	N01°36'53"W	166.01'
L14	N85°44'14"E	709.13'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L15	S27°30'14"W	12.32'
L16	S32°33'20"E	65.87'
L17	S57°28'02"E	130.91'
L18	S59°12'35"E	79.23'
L19	N27°25'03"E	282.43'
L20	S62°34'57"E	596.47'
L21	N27°39'49"E	50.00'
L22	N62°58'20"W	50.00'
L23	N27°39'49"E	15.00'
L24	N04°16'38"W	240.00'
L25	N85°44'14"E	128.36'
L26	N62°34'57"W	285.25'
L27	N62°58'20"W	50.00'
L28	S27°39'49"W	50.00'

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	N/A
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	5 OF 6

P:\01409\Dwg\01409 MUD District.dwg

[H]
STATE OF TEXAS
CALLED 7.742 ACRES
(PARCEL NO. 25)
VOL. 11222, PG. 728
R.P.R.T.C.T.

[I]
H & T UTILITIES LC
REMAINDER OF CALLED 24.063 ACRES
DOC. NO. 1999014392
O.P.R.T.C.T.

[J]
MANOR TRUCK STOP, LLC
CALLED 10.046 ACRES
DOC. NO. 2008016879
O.P.R.T.C.T.

[K]
ALBERT
VOELKER ROAD
(60' R.O.W.)

[L]
WILLIAM HINES
SURVEY NO. 53
ABSTRACT NO. 345

LEGEND

━━━	BOUNDARY LINE
— —— —	EXISTING PROPERTY LINES
△	CALCULATED POINT
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
⦿	1/2" IRON PIPE FOUND (UNLESS NOTED)
▣	IRON ROD WITH "BGE INC." CAP FOUND (UNLESS NOTED)
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DEED DOC. NO. 1999051933
[.....]	RECORD INFORMATION PER DEED VOL. 12661, PG. 2179
{.....}	RECORD INFORMATION PER DEED DOC. NO. 2021046636
<.....>	RECORD INFORMATION PER DEED DOC. NO. 20211109497
{{.....}}	RECORD INFORMATION PER DEED DOC. NO. 1999014392
([.....])	RECORD INFORMATION PER DEED VOL. 11222, PG. 728
[[.....]]	RECORD INFORMATION PER DEED VOL. 3507, PG. 1793

TCAD PARCEL ID #237109, #237049
CITY GRID #Y-28, #Y-29, #Z-29

STATE OF TEXAS
REGISTERED
FERNANDO D. PEREZ
7041
PROFESSIONAL
LAND SURVEYOR

7/16/2024

NOTES:

1) 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 1.000078366113.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

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PO Box 90876, Austin Texas 78709
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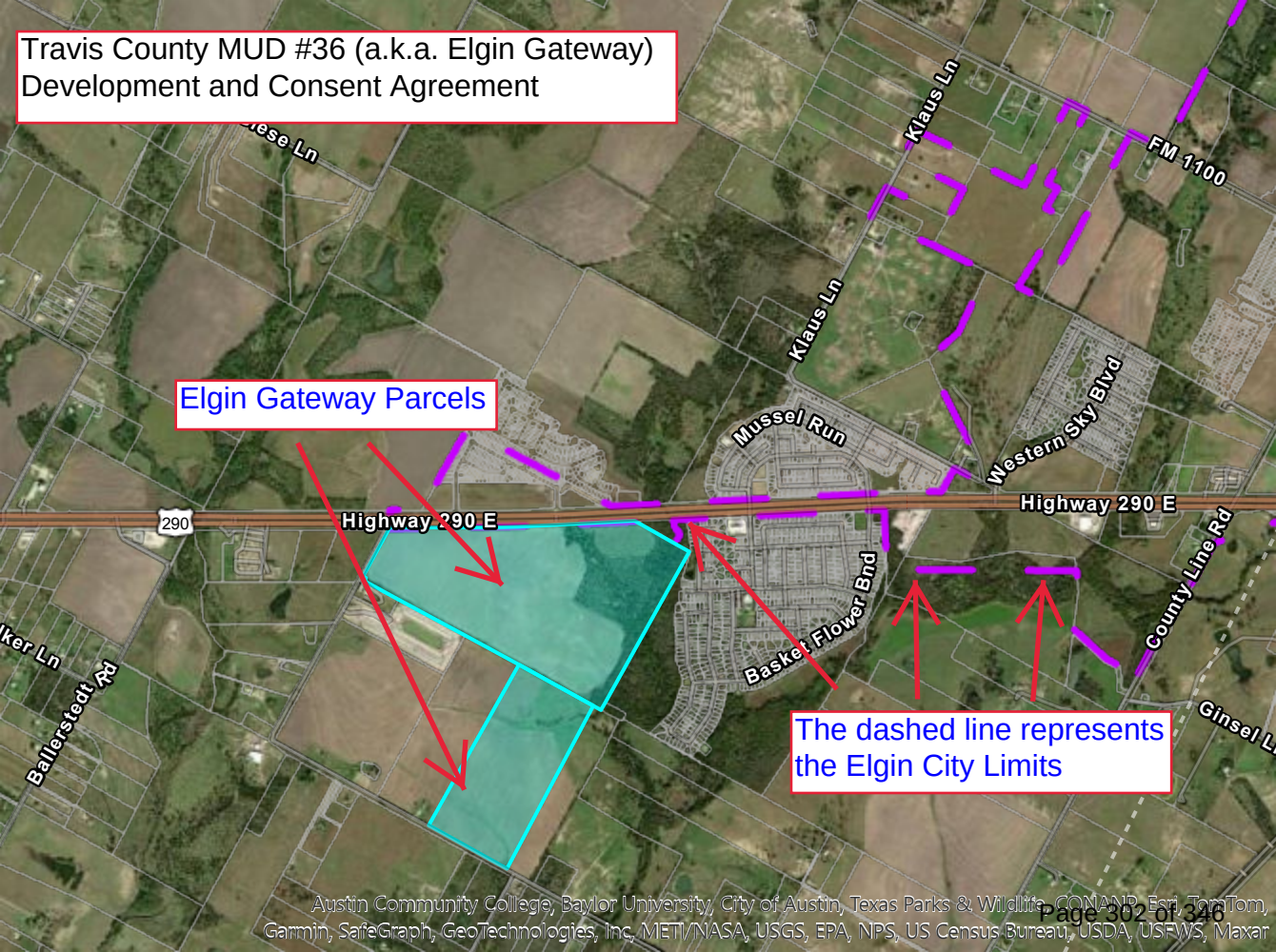
Travis County MUD #36 (a.k.a. Elgin Gateway)
Development and Consent Agreement
Elgin Gateway Parcels
The dashed line represents
the Elgin City Limits
Klaus Ln
FM 1100
Klaus Ln
Mussel Run
Western Sky Blvd
Highway 290 E
Highway 290 E
290
County Line Rd
Basket Flower Bnd
Ginsel L
Ballerstedt Rd
Austin Community College, Baylor University, City of Austin, Texas Parks & Wildlife, CONANP, Esri, TomTom,
Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Maxar

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A WASTEWATER SERVICE AGREEMENT WITH OHANA LAND CORP, LLC, AUSTIN GATEWAY LLC, AND TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 36 (OR NEXT AVAILABLE NUMERICAL DESIGNATION) AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Development Services

PROPOSED ACTION: Consideration and approval of a Resolution authorizing a wastewater service agreement with Ohana Land Corp, LLC, a Delaware limited liability company, Austin Gateway LLC, a Delaware limited liability company, and Travis County Municipal Utility District No. 36 (or next available numerical designation), a conservation and reclamation district of the State of Texas.

BACKGROUND:
Specified in this agreement, the City agrees to provide wholesale wastewater service to the Travis County Municipal Utility District No. 36 (or next available numerical designation) up to 795 LUE's.

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

RECOMMENDATION:
Approval of the Resolution authorizing a wastewater service agreement with Ohana Land Corp, LLC, a Delaware limited liability company, Austin Gateway LLC, a Delaware limited liability company, and Travis County Municipal Utility District No. 36 (or next available numerical designation), a conservation and reclamation district of the State of Texas as described; and routine direction to staff, If any.

ATTACHMENTS:
1. Elgin Gateway Wastewater Agreement Resolution with all attachments

{} 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. 2024-11-12-___

A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A WASTEWATER SERVICE AGREEMENT WITH OHANA LAND CORP, LLC, AUSTIN GATEWAY LLC, AND TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 36 (OR NEXT AVAILABLE NUMERICAL DESIGNATION) AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, The Elgin City Council has authorized a Development and Consent Agreement with Ohana Land Corp, LLC, a Delaware limited liability company, Austin Gateway LLC, a Delaware limited liability company, and, upon its joinder to the agreement, Travis County Municipal Utility District No. 36 (or next available numerical designation), a conservation and reclamation district of the State of Texas, for the development of certain real property into a master-planned mixed use residential community that will include park and recreation facilities to serve the community; and,

WHEREAS, Travis County Municipal Utility District No. 36 (or next available numerical designation) will include 185.3613 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 users within Travis County Municipal Utility District No. 36 (or next available numerical designation) generate; and,

WHEREAS, the City, Ohana Land Corp, LLC, a Delaware limited liability company, and Austin Gateway LLC, a Delaware limited liability company, desire to enter into the Wastewater Service Agreement in order to establish rights and obligations with respect to wastewater service to the Property; and

WHEREAS, Travis County Municipal Utility District No. 36 (or next available numerical designation), a conservation and reclamation district of the State of Texas, will become a party to the Wastewater Service Agreement, in accordance with the terms of the agreement, upon its creation and organization.

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 the *Wastewater Service Agreement* with Ohana Land Corp, LLC, a Delaware limited liability company, Austin Gateway LLC, a Delaware limited liability company, and, upon becoming a party to the agreement, Travis County Municipal Utility District No. 36 (or next available numerical designation), a conservation and reclamation district of the State of Texas, a copy of said agreement being attached hereto and marked Exhibit "B"; 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 12th day of November 2024.

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
Peyton Standifer, City Secretary

PO Box 90876
Austin, TX 78709
512.554.3371
fperez@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 185.3613 ACRES (8,074,337 SQUARE FEET) OUT OF THE WILLIAM HINES SURVEY NO. 53, ABSTRACT NO. 345 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 167.4247 ACRE TRACT CONVEYED TO AUSTIN GATEWAY LLC IN DOCUMENT NO. 2022130138 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND ALSO BEING ALL OF A CALLED 74.189 ACRE TRACT CONVEYED TO CASTLE ELGIN LLC IN DOCUMENT NO. 2021046636 (O.P.R.T.C.T.), SAID 185.3613 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a calculated point in the east right-of-way line of Albert Voelker Road (60' Right-of-way), and being in the west line of said Austin Gateway tract, for the **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with "4Ward-Boundary" cap set at the intersection of the east right-of-way line of said Albert Voelker Road with the south right-of-way line of U.S. Highway 290 (240' Right-of-way), and being the northwest corner of said Austin Gateway tract bears, N27°39'49"E, a distance of 771.93 feet;

THENCE, leaving the east right-of-way line of said Albert Voelker Road and the west line of said Austin Gateway tract, over and across said Austin Gateway tract, the following twenty (20) courses and distances:

1) **S62°58'20"E**, a distance of **40.83** feet to a calculated point for a point of curvature hereof,
2) Along the arc of a curve to the right, whose radius is **720.00** feet, whose arc length is **141.37** feet and whose chord bears **S57°20'50"E**, a distance of **141.14** feet to a calculated point for a point of tangency hereof,
3) **S51°43'20"E**, a distance of **134.17** feet to a calculated point for a point of curvature hereof,
4) Along the arc of a curve to the left, whose radius is **780.00** feet, whose arc length is **153.15** feet and whose chord bears **S57°20'50"E**, a distance of **152.91** feet to a calculated point for a point of tangency hereof,
5) **S62°58'20"E**, a distance of **601.43** feet to a calculated point for a point of curvature hereof,
6) Along the arc of a curve to the left, whose radius is **780.00** feet, whose arc length is **661.20** feet and whose chord bears **S87°15'25"E**, a distance of **641.58** feet to a calculated point for a point of tangency hereof,
7) **N68°27'30"E**, a distance of **333.73** feet to a calculated point for an angle point hereof,
8) **N21°32'30"W**, a distance of **60.00** feet to a calculated point for an angle point hereof,
9) **N16°17'02"W**, a distance of **269.11** feet to a calculated point for a point of curvature hereof,
10) Along the arc of a curve to the right, whose radius is **645.00** feet, whose arc length is **165.95** feet and whose chord bears **N08°54'48"W**, a distance of **165.49** feet to a calculated point for a point of tangency hereof,
11) **N01°32'33"W**, a distance of **352.90** feet to a calculated point for an angle point hereof,
12) **N88°33'07"E**, a distance of **733.60** feet to a calculated point for a point of curvature hereof,
13) Along the arc of a curve to the right, whose radius is **324.70** feet, whose arc length is **126.40** feet and whose chord bears **S80°07'48"E**, a distance of **125.60** feet to a calculated point for a point of tangency hereof,
14) **S68°58'42"E**, a distance of **152.02** feet to a calculated point for an angle point hereof,
15) **N20°00'22"E**, a distance of **60.01** feet to a calculated point for an angle point hereof,
16) **S68°58'42"E**, a distance of **137.22** feet to a calculated point for a point of curvature hereof,

17) Along the arc of a curve to the left, whose radius is **565.00** feet, whose arc length is **258.59** feet and whose chord bears **S84°58'37"E**, a distance of **256.34** feet to a calculated point for a point of tangency hereof,
18) **N03°24'20"W**, a distance of **219.18** feet to a calculated point for an angle point hereof,
19) **N54°41'24"W**, a distance of **161.83** feet to a calculated point for an angle point hereof, and
20) **N01°36'53"W**, a distance of **166.01** feet to a calculated point for an angle point hereof, said point being in the south right-of-way line of said U.S. Highway 290, and being in the north line of said Austin Gateway tract, from which a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point in the south right-of-way line of said U.S. Highway 290, and being an angle point in the north line of said Austin Gateway tract bears, S85°44'14"W, a distance of 686.07 feet;

THENCE, with the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, **N85°44'14"E**, a distance of **709.13** feet to a calculated point for an angle point hereof, from which a 1/2-inch iron rod found for an angle point in the north line of said Austin Gateway tract, and being the northwest corner of a called 2.358 acre tract conveyed to Jaime and Norma Gutierrez in Document No. 2019137719 (O.P.R.T.C.T.) bears, N85°44'14"E, a distance of 128.36 feet;

THENCE, leaving the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, over and across said Austin Gateway tract, the following nine (9) courses and distances:

1) **S27°30'14"W**, a distance of **12.32** feet to a calculated point for a point of curvature hereof,
2) Along the arc of a curve to the right, whose radius is **60.00** feet, whose arc length is **121.60** feet and whose chord bears **S04°26'14"E**, a distance of **101.83** feet to a calculated point for a point of reverse compound curvature hereof,
3) Along the arc of a curve to the left, whose radius is **15.00** feet, whose arc length is **22.56** feet and whose chord bears **S10°32'00"W**, a distance of **20.49** feet to a calculated point for an angle point hereof,
4) **S32°33'20"E**, a distance of **65.87** feet to a calculated point for a point of curvature hereof,
5) Along the arc of a curve to the left, whose radius is **15.00** feet, whose arc length is **10.40** feet and whose chord bears **S52°24'47"E**, a distance of **10.19** feet to a calculated point for a point of reverse compound curvature hereof,
6) Along the arc of a curve to the right, whose radius is **50.00** feet, whose arc length is **83.21** feet and whose chord bears **S24°35'49"E**, a distance of **73.93** feet to a calculated point for an angle point hereof,
7) **S57°28'02"E**, a distance of **130.91** feet to a calculated point for an angle point hereof,
8) **S59°12'35"E**, a distance of **79.23** feet to a calculated point for an angle point hereof, and
9) **N27°25'03"E**, a distance of **282.43** feet to a calculated point for an angle point hereof, said point being in the common line of said Austin Gateway tract and said Gutierrez tract;

THENCE, with the common line of said Austin Gateway tract and said Gutierrez tract, in part with the common line of said Austin Gateway tract and Lot 130, Block G (Common Area, Parkland & Drainage Easement) of the Elm Creek Section 1, a subdivision in Travis County, Texas, according to the map or plat recorded in Document No. 200300198 (O.P.R.T.C.T.), **S62°34'57"E**, a distance of **596.47** feet to a 1/2-inch iron rod found for the northeast corner hereof;

THENCE, with the east line of said Austin Gateway tract and the west line of said Lot 130, and with the west line of a called 1.00 acre tract conveyed to Karan K. Bayes in Document No. 2015183255 (O.P.R.T.C.T.), **S27°42'40"W**, a distance of **2,568.12** feet to a 1/2-inch iron rod found for an angle point hereof, said point being the southeast corner of said Austin Gateway tract, being the southwest corner of said Bayes tract, and being in the north line of a called 74.154 acre tract conveyed to Kumudha Castle Creek, LLC in Document No. 2021241963 (O.P.R.T.C.T.), from which an iron rod with "WALS" cap found for the southeast corner of said Bayes tract, and being the northeast corner of said Castle Creek tract bears, S62°48'17"E, a distance of 336.77 feet;

THENCE, with the south line of said Austin Gateway tract and the north line of said Kumudha Castle Creek tract, **N63°03'43"W**, a distance of **122.65** feet to a 1/2-inch iron pipe found for an angle point hereof, said point being the common north corner of said Kumudha Castle Creek tract and said Castle Elgin tract;

THENCE, leaving the south line of said Austin Gateway tract, with the common line of said Castle Elgin tract and said Kumudha Castle Creek tract, **S27°45'13"W**, a distance of **2,612.51** feet to an iron rod with "WALS" cap found for the southeast corner hereof, said point being in the north right-of-way line of said Albert Voelker Road, and being the common south corner of said Castle Elgin tract and said Kumudha Castle Creek tract, from which a 1/2-inch iron pipe found for the common south corner of said Kumudha Castle Creek tract and a called 5.00 acre tract conveyed to Bridget Y. Et Al & Tony E. Craven in Volume 2505, Page 123 (D.R.T.C.T.) bears, S62°58'21"E, a distance of 434.47 feet;

THENCE, with the north right-of-way line of said Albert Voelker Road and the south line of said Castle Elgin tract, **N62°58'21"W**, a distance of **1,237.15** feet to a 1-inch iron pipe found for the southwest corner hereof, said point being the common south corner of a called 50 acre tract conveyed to Kenneth R. Koether in Volume 11943, Page 326 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.), as described in Volume 3507, Page 1793 of the Deed Records of Travis County, Texas (D.R.T.C.T.) and said Castle Elgin tract;

THENCE, leaving the north right-of-way line of said Albert Voelker Road, with the common line of said Koether tract and said Castle Elgin tract, **N27°46'02"E**, a distance of **2,615.07** feet to a 1/2-inch iron pipe found for an angle point hereof, said point being in the south line of said Austin Gateway tract, and being the common north corner of said Koether tract and said Castle Elgin tract;

THENCE, with the common line of said Austin Gateway tract and said Koether tract, **N62°48'24"W**, a distance of **840.58** feet to a 1/2-inch iron rod found for an angle point hereof, said point being the common north corner of a called 20.448 acre tract conveyed to Geozf Austin 1, LLC in Document No. 2019171449 (O.P.R.T.C.T.) and said Koether tract;

THENCE, with the common line of said Austin Gateway tract and said Geozf Austin tract, in part with the common line of said Austin Gateway tract and the remainder of a called 24.063 acre tract conveyed to H&T Utilities LC in Document No. 1999014392 (O.P.R.T.C.T.), **N62°58'20"W**, a distance of **1,626.49** feet to a calculated point for an angle point hereof, said point being the southeast corner of a lease tract agreement with Cellular One as described in Document No. 2000014594 (O.P.R.T.C.T.), and being an angle point in the south line of said Austin Gateway tract, from which a 1/2-inch iron rod found in the east right-of-way line of said Albert Voelker Road, being the northwest corner of said H&T Utilities remainder tract, and being the southwest corner of said Cellular One lease tract bears, N62°58'20"W, a distance of 50.00 feet;

THENCE, leaving the common line of said Austin Gateway tract and said H&T Utilities remainder tract, with the common line of said Austin Gateway tract and said Cellular One lease tract, the following two (2) courses and distances:

1) **N27°39'49"E**, a distance of **50.00** feet to a calculated point for an angle point hereof, and
2) **N62°58'20"W**, a distance of **50.00** feet to a calculated point for an angle point hereof, said point being in the east right-of-way line of said Albert Voelker Road, and being in the west line of said Austin Gateway tract;

THENCE, with the east right-of-way line of said Albert Voelker Road and the west line of said Austin Gateway tract, **N27°39'49"E**, a distance of **15.00** feet to the **POINT OF BEGINNING** and containing 185.3613 Acres (8,074,337 Square Feet) of land, more or less.

Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000078366113. See attached sketch (reference drawing: 01409_MUD District.dwg.)

7/16/2024

Fernando Perez, RPLS #7041
4Ward Land Surveying, LLC

STATE OF TEXAS
REGISTERED
FERNANDO PEREZ
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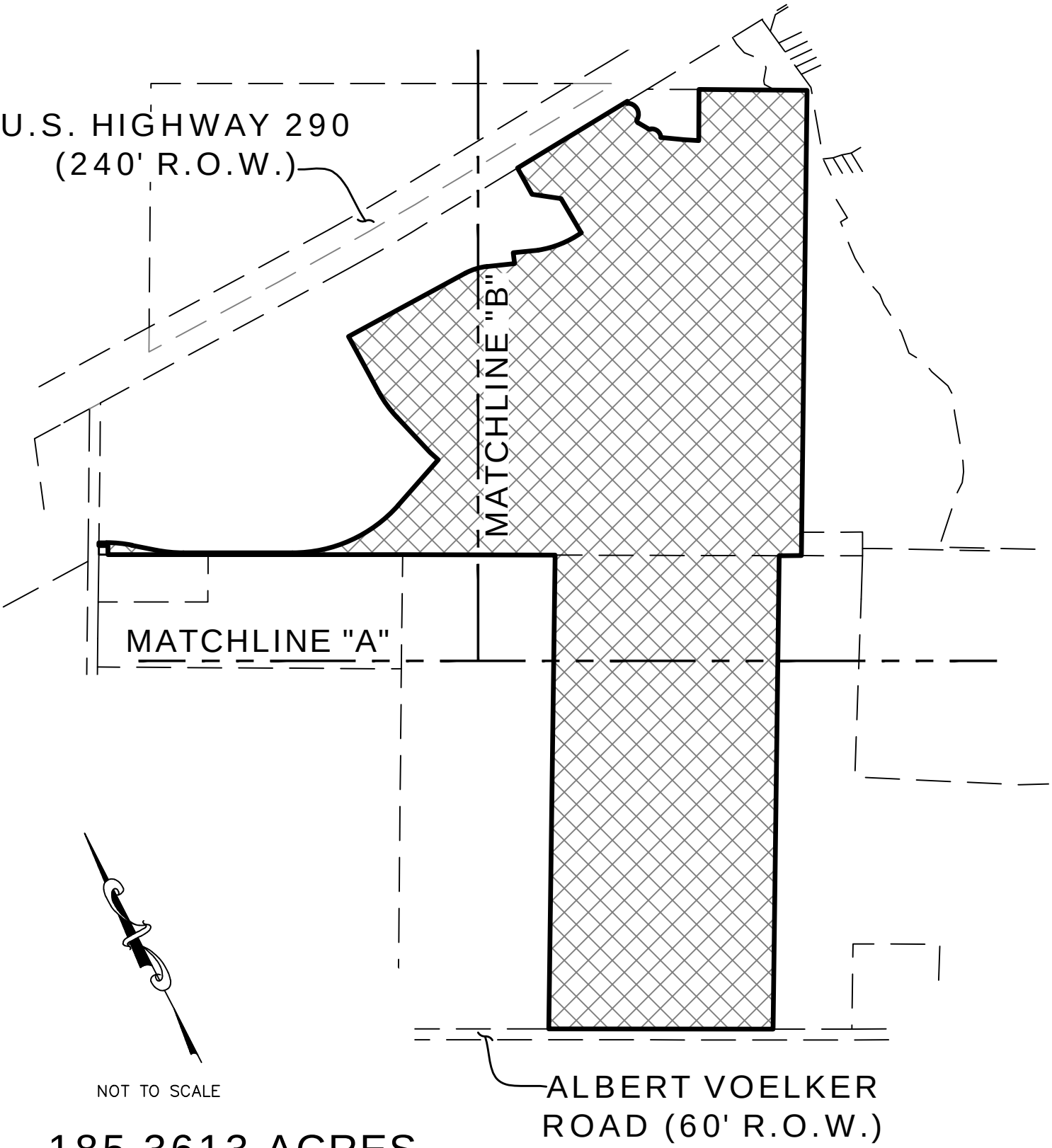
PROFESSIONAL
LAND SURVEYOR



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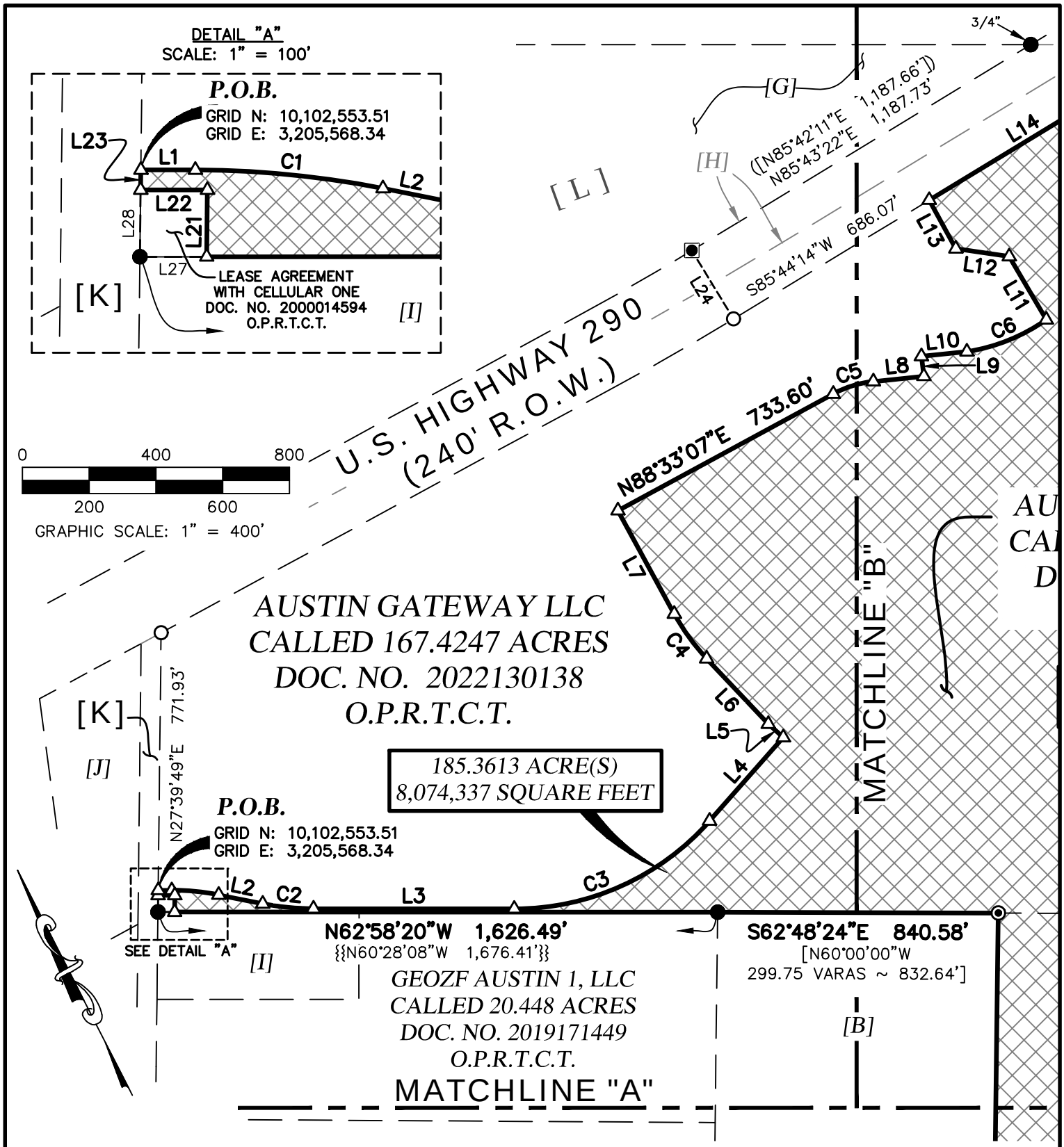

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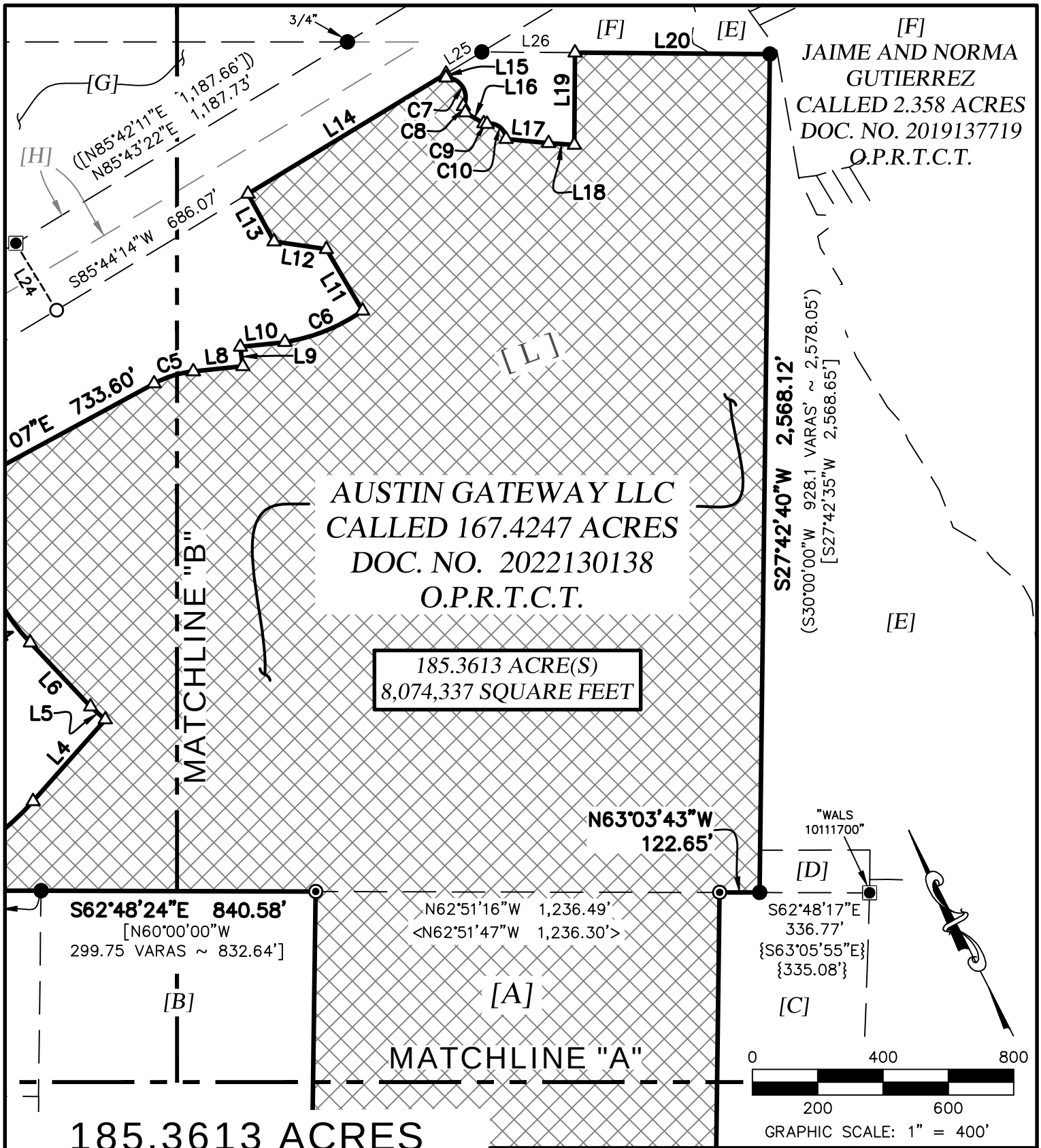

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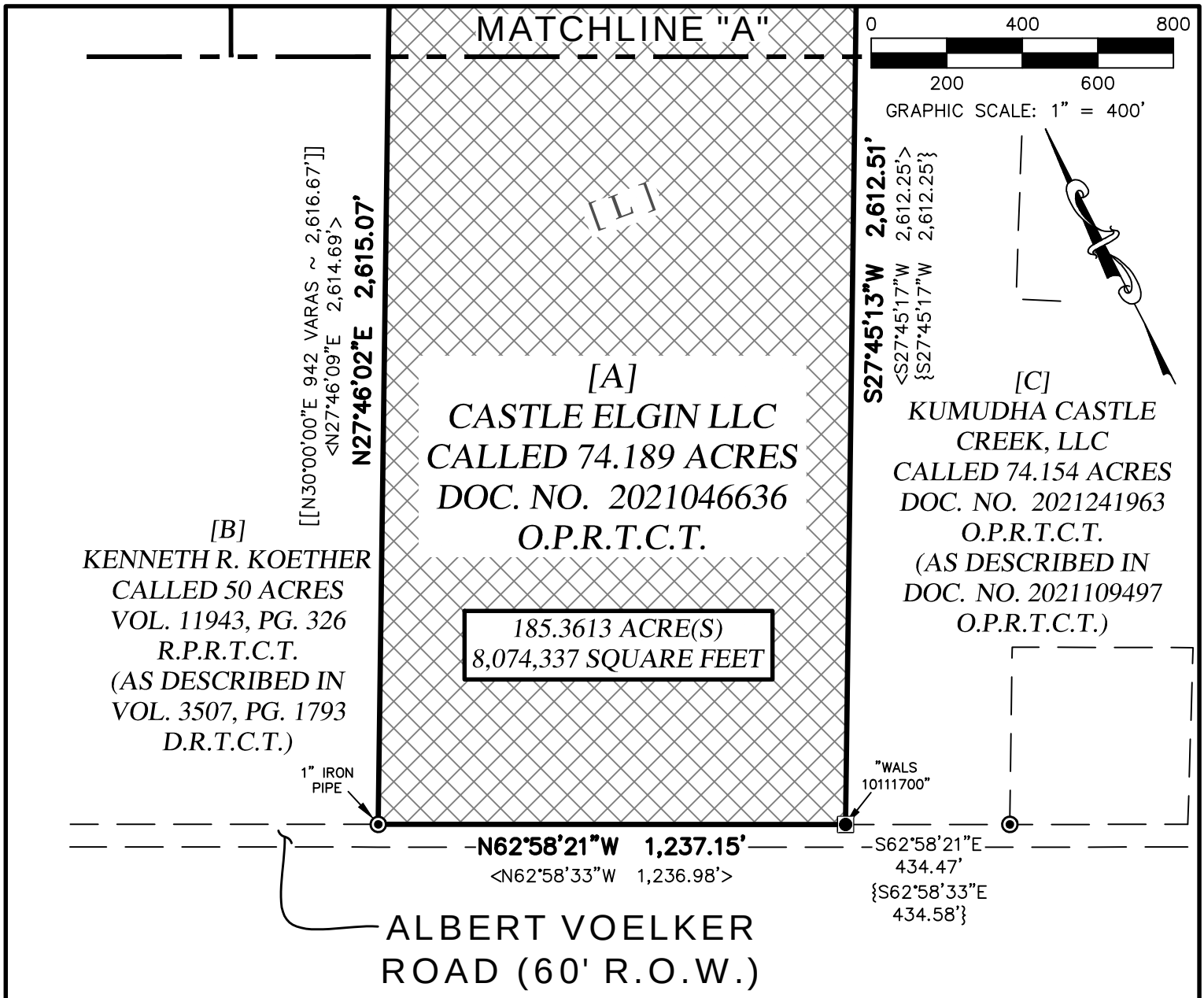

[D]
KARAN K. BAYES, ET. AL.
CALLED 1.000 ACRE
DOC. NO. 2015183255
O.P.R.T.C.T.

[E]
LOT 130, BLOCK "G"
(COMMON AREA,
PARKLAND & DRAINAGE
EASEMENT)
ELM CREEK SECTION 1
DOC. NO. 200300198
O.P.R.T.C.T.

[G]
THE CHARLES JOSEPH
POTH, JR. TRUST
REMIANDER OF CALLED
215 ACRES
(TRACT TWO, FIRST
TRACT)
DOC. NO. 1999051933
O.P.R.T.C.T.

185.3613 ACRES
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CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	720.00'	141.37'	11°15'00"	S57°20'50"E	141.14'
C2	780.00'	153.15'	11°15'00"	S57°20'50"E	152.91'
C3	780.00'	661.20'	48°34'09"	S87°15'25"E	641.58'
C4	645.00'	165.95'	14°44'29"	N08°54'48"W	165.49'
C5	324.70'	126.40'	22°18'14"	S80°07'48"E	125.60'
C6	565.00'	258.59'	26°13'25"	S84°58'37"E	256.34'
C7	60.00'	121.60'	116°07'06"	S04°26'14"E	101.83'
C8	15.00'	22.56'	86°10'39"	S10°32'00"W	20.49'
C9	15.00'	10.40'	39°42'54"	S52°24'47"E	10.19'
C10	50.00'	83.21'	95°20'50"	S24°35'49"E	73.93'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S62°58'20"E	40.83'
L2	S51°43'20"E	134.17'
L3	S62°58'20"E	601.43'
L4	N68°27'30"E	333.73'
L5	N21°32'30"W	60.00'
L6	N16°17'02"W	269.11'
L7	N01°32'33"W	352.90'
L8	S68°58'42"E	152.02'
L9	N20°00'22"E	60.01'
L10	S68°58'42"E	137.22'
L11	N03°24'20"W	219.18'
L12	N54°41'24"W	161.83'
L13	N01°36'53"W	166.01'
L14	N85°44'14"E	709.13'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L15	S27°30'14"W	12.32'
L16	S32°33'20"E	65.87'
L17	S57°28'02"E	130.91'
L18	S59°12'35"E	79.23'
L19	N27°25'03"E	282.43'
L20	S62°34'57"E	596.47'
L21	N27°39'49"E	50.00'
L22	N62°58'20"W	50.00'
L23	N27°39'49"E	15.00'
L24	N04°16'38"W	240.00'
L25	N85°44'14"E	128.36'
L26	N62°34'57"W	285.25'
L27	N62°58'20"W	50.00'
L28	S27°39'49"W	50.00'

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	N/A
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	5 OF 6

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[H]
STATE OF TEXAS
CALLED 7.742 ACRES
(PARCEL NO. 25)
VOL. 11222, PG. 728
R.P.R.T.C.T.

[I]
H & T UTILITIES LC
REMAINDER OF CALLED 24.063 ACRES
DOC. NO. 1999014392
O.P.R.T.C.T.

[J]
MANOR TRUCK STOP, LLC
CALLED 10.046 ACRES
DOC. NO. 2008016879
O.P.R.T.C.T.

[K]
ALBERT
VOELKER ROAD
(60' R.O.W.)

[L]
WILLIAM HINES
SURVEY NO. 53
ABSTRACT NO. 345

LEGEND

━━━	BOUNDARY LINE
— —— —	EXISTING PROPERTY LINES
△	CALCULATED POINT
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
⦿	1/2" IRON PIPE FOUND (UNLESS NOTED)
▣	IRON ROD WITH "BGE INC." CAP FOUND (UNLESS NOTED)
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DEED DOC. NO. 1999051933
[.....]	RECORD INFORMATION PER DEED VOL. 12661, PG. 2179
{.....}	RECORD INFORMATION PER DEED DOC. NO. 2021046636
<.....>	RECORD INFORMATION PER DEED DOC. NO. 20211109497
{{.....}}	RECORD INFORMATION PER DEED DOC. NO. 1999014392
([.....])	RECORD INFORMATION PER DEED VOL. 11222, PG. 728
[[.....]]	RECORD INFORMATION PER DEED VOL. 3507, PG. 1793

TCAD PARCEL ID #237109, #237049
CITY GRID #Y-28, #Y-29, #Z-29

STATE OF TEXAS
REGISTERED
FERNANDO D. PEREZ
7041
PROFESSIONAL
LAND SURVEYOR

7/16/2024

NOTES:

1) 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 1.000078366113.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
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Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	6 OF 6

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Exhibit "B"

WASTEWATER SERVICE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This Wastewater Service Agreement (this "Agreement") is made and entered into by and between Austin Gateway LLC, a Delaware limited liability company ("Gateway"), Ohana Land Corp, LLC, a Delaware limited liability company ("Ohana"), and the City of Elgin, Texas ("City"). Gateway and Ohana may be referred to individually by name or "Developer" and collectively as "Developers". The Developers and the City may be referred to herein each as a "Party" or collectively as the "Parties". Travis County Municipal Utility District No. 36 (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 Developers may assign its interest and obligations in full to the District.

WHEREAS, each of the Developers are a Delaware limited liability company; and

WHEREAS, the City is a home-rule municipality located in Bastrop and Travis Counties, Texas, with extraterritorial jurisdiction extending into Travis County, Texas; and

WHEREAS, the Developers currently own, or will own, 185.3613 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 Developers and annexed into the District, the "Property"); and

WHEREAS, the Property is or will be located within the extraterritorial jurisdiction of the City; and

WHEREAS, the Parties anticipate that the Property will have 795 connections; and

WHEREAS, the Developers intend to develop the Property in phases; and

WHEREAS, the Developers 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 Developers 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 (the "New WWTP") and certain wastewater lines connecting the Property to the wastewater facilities of the City (the "Offsite Gravity Main"); 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 Developers 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 New WWTP, Off-Site Gravity Main (as defined in the Development Agreement), City Conveyance Line Improvements (as defined in the Development Agreement), 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

(a) The City agrees to provide wholesale wastewater service to the District for the Property, estimated to be 795 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 795 LUEs within the Property until completion of the City Conveyance Line Improvements and the New WWTP. Design and construction of the Off-Site Gravity Main shall comply with City and State standards and shall be the responsibility of the District. Design and construction of the City Conveyance Line Improvements shall comply with City and State standards and shall be the responsibility of the City. Substantial completion of the City Conveyance Line Improvements shall correspond to the substantial completion of the New WWTP and in no case be beyond 60 days.

(b) In the event that the Property, or any portion thereof, needs wastewater service prior to completion of the New WWTP and City Conveyance Line Improvements the City agrees that the Developer and/or District, at its discretion, may proceed with one or more of the following options:

(1) the wastewater generated from within the Property may be temporarily pumped and hauled, at Developer's expense, to the City's existing wastewater treatment plant or a third-party wastewater system until the necessary improvements are constructed to transmit wastewater within the Property to the City's wastewater system;

(2) the District, or Developer on behalf of the District, shall have the right, but not the obligation, to construct a regional lift station (the "Regional Lift Station") within the Property and approximately 2,000 linear feet of 6" forcemain to connect to the City's existing wastewater system, as shown generally on Exhibit "F" to the Development Agreement, and in such event, the District and Developer shall have no obligation to fund or construct the Off-Site Gravity Main to tie into the City Conveyance Line Improvements and the District, or Developer on behalf of the District, will construct additional force main to ultimately connect to the City Conveyance Line Improvements, and the City agrees to use its condemnation authority to assist with easement acquisition, if necessary; and

(3) the District, or Developer on behalf of the District, shall have the right, but not the obligation, to construct a lift station to serve the Property, as

shown generally on Exhibit "F" to the Development Agreement (the "District Lift Station"), and a wastewater line, for which the sizing of the lift station and the route of the wastewater line shall be determined by Developer, from the District Lift Station to an existing wastewater facility, determined by Developer and agreed upon by the City, that ties into the City's existing wastewater system.

3. Interior Improvements.

(a) The District and/or the Developers 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 Developers 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 (the Off-Site Gravity Main, which will be designed and constructed by the District and will be conveyed to the City for operation and maintenance upon acceptance of the improvements and the expiration of the two-year warranty period). 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 District and the payment of associated costs of said facilities by Developers and/or District.

4. Permanent Service to the Property.

(a) After completion and dedication of the Off-Site Gravity Main 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 Developers, 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) 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 0.195 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 City's System.

(v) Connections made to the District's Systems 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.

(vii) 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 Developers 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 Developers 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 Developers and/ or the District will provide easements within the

Property for all master meters in accordance with Code 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 Developers and/or the District shall not be required to obtain and/or 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 Developers.

The Parties acknowledge and agree that the Development Agreement contains arrangements for certain payments to be made by the Developers to the City, including Master Development Fees, applicable capacity payments, applicable tap fees, and advance payments, as set forth in the Development Agreement. In acknowledgment of such payments and in exchange for the other considerations herein, the Developers 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 water service will be provided to the Property by Aqua Water Supply Corporation ("Aqua"), who currently holds the water certificate of convenience and necessity over the Property. The District will make every effort with Aqua to utilize one bill to cover the cost of water, wastewater, and trash service.

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 or 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 Developers 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 affected 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 a copy to:	Mark J. Schroeder Hejl & Schroeder PC 311 Talbot Street PO Box 192 Taylor, Texas 76574
DEVELOPERS:	Austin Gateway, LLC/ Ohana Land Corp, LLC 3040 Post Oak Blvd. Houston, Texas 77056 Attn: Dharma Rajah
With a copy to:	Allen Boone Humphries Robinson LLP Attn: Ryan Harper 919 Congress Ave., Suite 1500 Austin, Texas 78701

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 Developers 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 Developers may terminate this Agreement as to all of the Property owned by the Developers, or as to the portion of the Property affected by the default.

(b) If the Developers default under this Agreement, the City may enforce this Agreement by seeking damages or specific performance from any court of appropriate jurisdiction, or the City may give Notice to the Developers of such default. If the Developers fail to cure any Monetary Default within 45 days from the date it receives the Notice, or fail 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 Developers, 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 until the District is annexed into the City for full purposes in accordance with the Strategic Partnership Agreement between the District and the City, at which point the City will provide retail wastewater service to the Property.

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 other than the Development 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 other than the Development Agreement.

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. Each of the Developers 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.

22. Reimbursement.

The Parties acknowledge and agree that the Developers may seek reimbursement for the costs of the Offsite Wastewater Facilities, Interior Improvements, 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 Developers hereunder, may be assigned by the Developers, 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 Developer, or (ii) Developers to assign its interests in full to the District, if the District 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 Developers' express prior to 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 Developers 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,

IN WITNESS WHEREOF each of the Parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ATTEST:

_____
PEYTON STANDIFER, City Secretary

CITY OF ELGIN:

By:_____
Name: THOMAS L. MATTIS
Title: City Manager
Date:_____

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF BASTROP §

This instrument was acknowledged before me on the_____day of_____,_____,
by Thomas L. Mattis, City Manager of the City of Elgin, on behalf of said municipality.

(Seal and Expiration)

_____
Notary Public, State of Texas

DEVELOPER:

AUSTIN GATEWAY LLC,
a Delaware limited liability company

By: Austin Gateway JV, LLC,
a Delaware limited liability company,
its Manager

By: Epitome Development LLC,
a Texas limited liability company,
its Manager

By: _____
Printed Name: Dharmarajah H. Rajah
Title: Managing Member
Date: 11/05/2024

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on 5th November, 2024, by Dharmarajah H. Rajah, Managing Member of Epitome Development LLC, a Texas limited liability company, Manager of Austin Gateway JV, LLC, a Delaware limited liability company, Manager of Austin Gateway LLC, a Delaware limited liability company, on behalf of said limited liability companies.

(Seal and Expiration)
06/29/2025

DHARM D. PATEL
Notary Public, State of Texas
Comm. Expires 06-29-2025
Notary ID 133182376

_____
Notary Public, State of Texas

DEVELOPER:

OHANA LAND CORP, LLC,
a Delaware limited liability company

By: Ohana Land Corp Manager, LLC,
a Delaware limited liability company,
its Manager

By: Epitome Development LLC,
a Texas limited liability company,
its Manager

By: _____
Printed Name: Dharmarajah H. Rajah
Title: Managing Member
Date: 11/05/2024

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on 5th November, 2024, by Dharmarajah H. Rajah, Managing Member of Epitome Development LLC, a Texas limited liability company, Manager of Ohana Land Corp Manager, LLC, a Delaware limited liability company, Manager of Ohana Land Corp, LLC, a Delaware limited liability company, on behalf of said limited liability companies.

(Seal and Expiration)
06/29/2025

NOTARY PUBLIC STATE OF TEXAS
DHARM D. PATEL
Notary Public, State of Texas
Comm. Expires 06-29-2025
Notary ID 133182376

_____
Notary Public, State of Texas

EXHIBIT “A" TO WASTEWATER SERVICE AGREEMENT
DESCRIPTION OF PROPERTY

[See attached]

EXHIBIT "_A-5_"

(MUD District Boundary)
William Hines Survey No. 53, Abstract No. 345

PO Box 90876
Austin, TX 78709
512.554.3371
fperez@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 185.3613 ACRES (8,074,337 SQUARE FEET) OUT OF THE WILLIAM HINES SURVEY NO. 53, ABSTRACT NO. 345 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 167.4247 ACRE TRACT CONVEYED TO AUSTIN GATEWAY LLC IN DOCUMENT NO. 2022130138 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND ALSO BEING ALL OF A CALLED 74.189 ACRE TRACT CONVEYED TO CASTLE ELGIN LLC IN DOCUMENT NO. 2021046636 (O.P.R.T.C.T.), SAID 185.3613 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a calculated point in the east right-of-way line of Albert Voelker Road (60' Right-of-way), and being in the west line of said Austin Gateway tract, for the **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with "4Ward-Boundary" cap set at the intersection of the east right-of-way line of said Albert Voelker Road with the south right-of-way line of U.S. Highway 290 (240' Right-of-way), and being the northwest corner of said Austin Gateway tract bears, N27°39'49"E, a distance of 771.93 feet;

THENCE, leaving the east right-of-way line of said Albert Voelker Road and the west line of said Austin Gateway tract, over and across said Austin Gateway tract, the following twenty (20) courses and distances:

1) **S62°58'20"E**, a distance of **40.83** feet to a calculated point for a point of curvature hereof,
2) Along the arc of a curve to the right, whose radius is **720.00** feet, whose arc length is **141.37** feet and whose chord bears **S57°20'50"E**, a distance of **141.14** feet to a calculated point for a point of tangency hereof,
3) **S51°43'20"E**, a distance of **134.17** feet to a calculated point for a point of curvature hereof,
4) Along the arc of a curve to the left, whose radius is **780.00** feet, whose arc length is **153.15** feet and whose chord bears **S57°20'50"E**, a distance of **152.91** feet to a calculated point for a point of tangency hereof,
5) **S62°58'20"E**, a distance of **601.43** feet to a calculated point for a point of curvature hereof,
6) Along the arc of a curve to the left, whose radius is **780.00** feet, whose arc length is **661.20** feet and whose chord bears **S87°15'25"E**, a distance of **641.58** feet to a calculated point for a point of tangency hereof,
7) **N68°27'30"E**, a distance of **333.73** feet to a calculated point for an angle point hereof,
8) **N21°32'30"W**, a distance of **60.00** feet to a calculated point for an angle point hereof,
9) **N16°17'02"W**, a distance of **269.11** feet to a calculated point for a point of curvature hereof,
10) Along the arc of a curve to the right, whose radius is **645.00** feet, whose arc length is **165.95** feet and whose chord bears **N08°54'48"W**, a distance of **165.49** feet to a calculated point for a point of tangency hereof,
11) **N01°32'33"W**, a distance of **352.90** feet to a calculated point for an angle point hereof,
12) **N88°33'07"E**, a distance of **733.60** feet to a calculated point for a point of curvature hereof,
13) Along the arc of a curve to the right, whose radius is **324.70** feet, whose arc length is **126.40** feet and whose chord bears **S80°07'48"E**, a distance of **125.60** feet to a calculated point for a point of tangency hereof,
14) **S68°58'42"E**, a distance of **152.02** feet to a calculated point for an angle point hereof,
15) **N20°00'22"E**, a distance of **60.01** feet to a calculated point for an angle point hereof,
16) **S68°58'42"E**, a distance of **137.22** feet to a calculated point for a point of curvature hereof,

17) Along the arc of a curve to the left, whose radius is **565.00** feet, whose arc length is **258.59** feet and whose chord bears **S84°58'37"E**, a distance of **256.34** feet to a calculated point for a point of tangency hereof,
18) **N03°24'20"W**, a distance of **219.18** feet to a calculated point for an angle point hereof,
19) **N54°41'24"W**, a distance of **161.83** feet to a calculated point for an angle point hereof, and
20) **N01°36'53"W**, a distance of **166.01** feet to a calculated point for an angle point hereof, said point being in the south right-of-way line of said U.S. Highway 290, and being in the north line of said Austin Gateway tract, from which a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point in the south right-of-way line of said U.S. Highway 290, and being an angle point in the north line of said Austin Gateway tract bears, S85°44'14"W, a distance of 686.07 feet;

THENCE, with the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, **N85°44'14"E**, a distance of **709.13** feet to a calculated point for an angle point hereof, from which a 1/2-inch iron rod found for an angle point in the north line of said Austin Gateway tract, and being the northwest corner of a called 2.358 acre tract conveyed to Jaime and Norma Gutierrez in Document No. 2019137719 (O.P.R.T.C.T.) bears, N85°44'14"E, a distance of 128.36 feet;

THENCE, leaving the south right-of-way line of said U.S. Highway 290 and the north line of said Austin Gateway tract, over and across said Austin Gateway tract, the following nine (9) courses and distances:

1) **S27°30'14"W**, a distance of **12.32** feet to a calculated point for a point of curvature hereof,
2) Along the arc of a curve to the right, whose radius is **60.00** feet, whose arc length is **121.60** feet and whose chord bears **S04°26'14"E**, a distance of **101.83** feet to a calculated point for a point of reverse compound curvature hereof,
3) Along the arc of a curve to the left, whose radius is **15.00** feet, whose arc length is **22.56** feet and whose chord bears **S10°32'00"W**, a distance of **20.49** feet to a calculated point for an angle point hereof,
4) **S32°33'20"E**, a distance of **65.87** feet to a calculated point for a point of curvature hereof,
5) Along the arc of a curve to the left, whose radius is **15.00** feet, whose arc length is **10.40** feet and whose chord bears **S52°24'47"E**, a distance of **10.19** feet to a calculated point for a point of reverse compound curvature hereof,
6) Along the arc of a curve to the right, whose radius is **50.00** feet, whose arc length is **83.21** feet and whose chord bears **S24°35'49"E**, a distance of **73.93** feet to a calculated point for an angle point hereof,
7) **S57°28'02"E**, a distance of **130.91** feet to a calculated point for an angle point hereof,
8) **S59°12'35"E**, a distance of **79.23** feet to a calculated point for an angle point hereof, and
9) **N27°25'03"E**, a distance of **282.43** feet to a calculated point for an angle point hereof, said point being in the common line of said Austin Gateway tract and said Gutierrez tract;

THENCE, with the common line of said Austin Gateway tract and said Gutierrez tract, in part with the common line of said Austin Gateway tract and Lot 130, Block G (Common Area, Parkland & Drainage Easement) of the Elm Creek Section 1, a subdivision in Travis County, Texas, according to the map or plat recorded in Document No. 200300198 (O.P.R.T.C.T.), **S62°34'57"E**, a distance of **596.47** feet to a 1/2-inch iron rod found for the northeast corner hereof;

THENCE, with the east line of said Austin Gateway tract and the west line of said Lot 130, and with the west line of a called 1.00 acre tract conveyed to Karan K. Bayes in Document No. 2015183255 (O.P.R.T.C.T.), **S27°42'40"W**, a distance of **2,568.12** feet to a 1/2-inch iron rod found for an angle point hereof, said point being the southeast corner of said Austin Gateway tract, being the southwest corner of said Bayes tract, and being in the north line of a called 74.154 acre tract conveyed to Kumudha Castle Creek, LLC in Document No. 2021241963 (O.P.R.T.C.T.), from which an iron rod with "WALS" cap found for the southeast corner of said Bayes tract, and being the northeast corner of said Castle Creek tract bears, S62°48'17"E, a distance of 336.77 feet;

THENCE, with the south line of said Austin Gateway tract and the north line of said Kumudha Castle Creek tract, **N63°03'43"W**, a distance of **122.65** feet to a 1/2-inch iron pipe found for an angle point hereof, said point being the common north corner of said Kumudha Castle Creek tract and said Castle Elgin tract;

THENCE, leaving the south line of said Austin Gateway tract, with the common line of said Castle Elgin tract and said Kumudha Castle Creek tract, **S27°45'13"W**, a distance of **2,612.51** feet to an iron rod with "WALS" cap found for the southeast corner hereof, said point being in the north right-of-way line of said Albert Voelker Road, and being the common south corner of said Castle Elgin tract and said Kumudha Castle Creek tract, from which a 1/2-inch iron pipe found for the common south corner of said Kumudha Castle Creek tract and a called 5.00 acre tract conveyed to Bridget Y. Et Al & Tony E. Craven in Volume 2505, Page 123 (D.R.T.C.T.) bears, S62°58'21"E, a distance of 434.47 feet;

THENCE, with the north right-of-way line of said Albert Voelker Road and the south line of said Castle Elgin tract, **N62°58'21"W**, a distance of **1,237.15** feet to a 1-inch iron pipe found for the southwest corner hereof, said point being the common south corner of a called 50 acre tract conveyed to Kenneth R. Koether in Volume 11943, Page 326 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.), as described in Volume 3507, Page 1793 of the Deed Records of Travis County, Texas (D.R.T.C.T.) and said Castle Elgin tract;

THENCE, leaving the north right-of-way line of said Albert Voelker Road, with the common line of said Koether tract and said Castle Elgin tract, **N27°46'02"E**, a distance of **2,615.07** feet to a 1/2-inch iron pipe found for an angle point hereof, said point being in the south line of said Austin Gateway tract, and being the common north corner of said Koether tract and said Castle Elgin tract;

THENCE, with the common line of said Austin Gateway tract and said Koether tract, **N62°48'24"W**, a distance of **840.58** feet to a 1/2-inch iron rod found for an angle point hereof, said point being the common north corner of a called 20.448 acre tract conveyed to Geozf Austin 1, LLC in Document No. 2019171449 (O.P.R.T.C.T.) and said Koether tract;

THENCE, with the common line of said Austin Gateway tract and said Geozf Austin tract, in part with the common line of said Austin Gateway tract and the remainder of a called 24.063 acre tract conveyed to H&T Utilities LC in Document No. 1999014392 (O.P.R.T.C.T.), **N62°58'20"W**, a distance of **1,626.49** feet to a calculated point for an angle point hereof, said point being the southeast corner of a lease tract agreement with Cellular One as described in Document No. 2000014594 (O.P.R.T.C.T.), and being an angle point in the south line of said Austin Gateway tract, from which a 1/2-inch iron rod found in the east right-of-way line of said Albert Voelker Road, being the northwest corner of said H&T Utilities remainder tract, and being the southwest corner of said Cellular One lease tract bears, N62°58'20"W, a distance of 50.00 feet;

THENCE, leaving the common line of said Austin Gateway tract and said H&T Utilities remainder tract, with the common line of said Austin Gateway tract and said Cellular One lease tract, the following two (2) courses and distances:

1) **N27°39'49"E**, a distance of **50.00** feet to a calculated point for an angle point hereof, and
2) **N62°58'20"W**, a distance of **50.00** feet to a calculated point for an angle point hereof, said point being in the east right-of-way line of said Albert Voelker Road, and being in the west line of said Austin Gateway tract;

THENCE, with the east right-of-way line of said Albert Voelker Road and the west line of said Austin Gateway tract, **N27°39'49"E**, a distance of **15.00** feet to the **POINT OF BEGINNING** and containing 185.3613 Acres (8,074,337 Square Feet) of land, more or less.

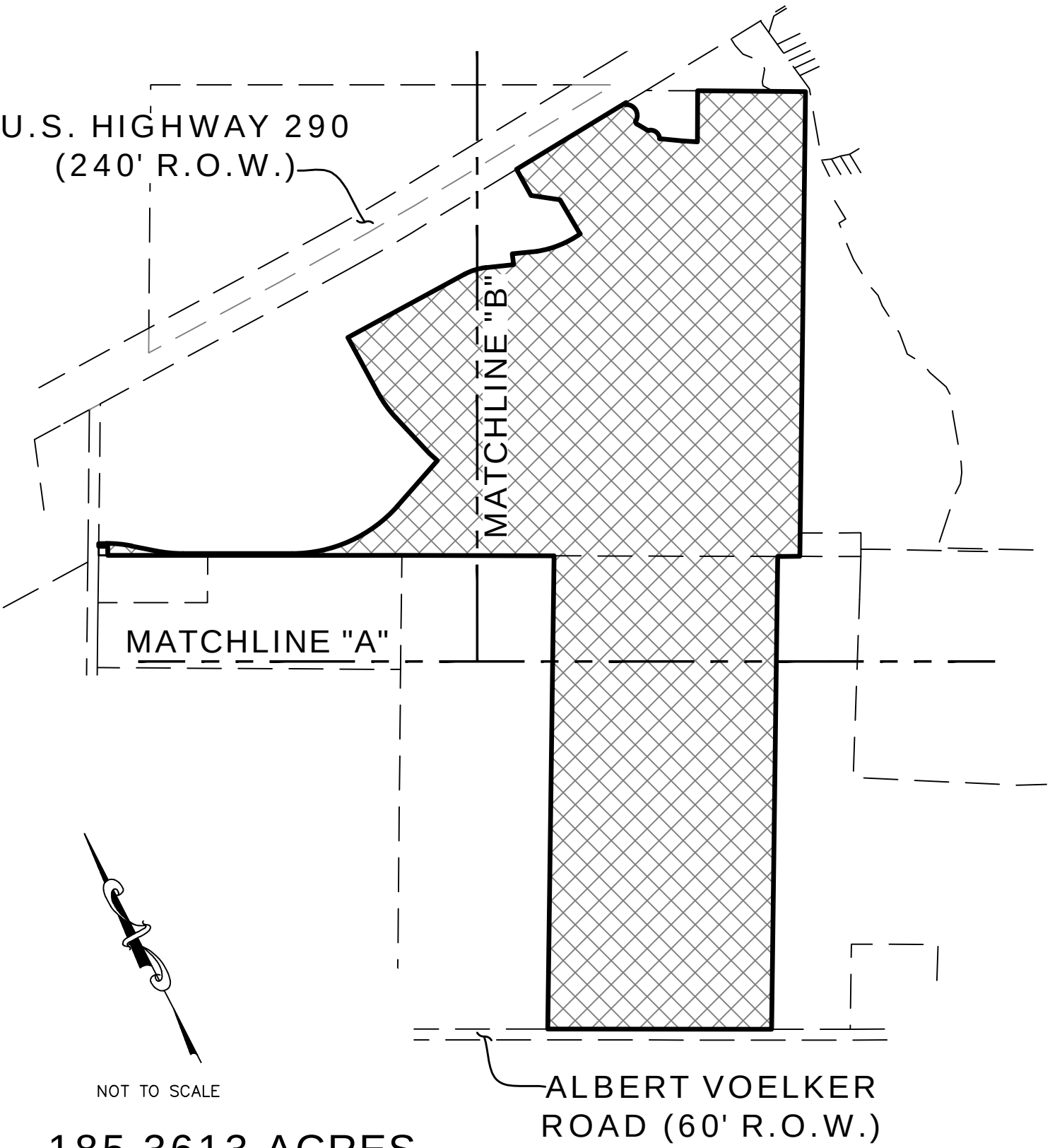
Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000078366113. See attached sketch (reference drawing: 01409_MUD District.dwg.)

7/16/2024

Fernando Perez, RPLS #7041
4Ward Land Surveying, LLC

STATE OF TEXAS
REGISTERED
FERNANDO PEREZ
7041
PROFESSIONAL
LAND SURVEYOR

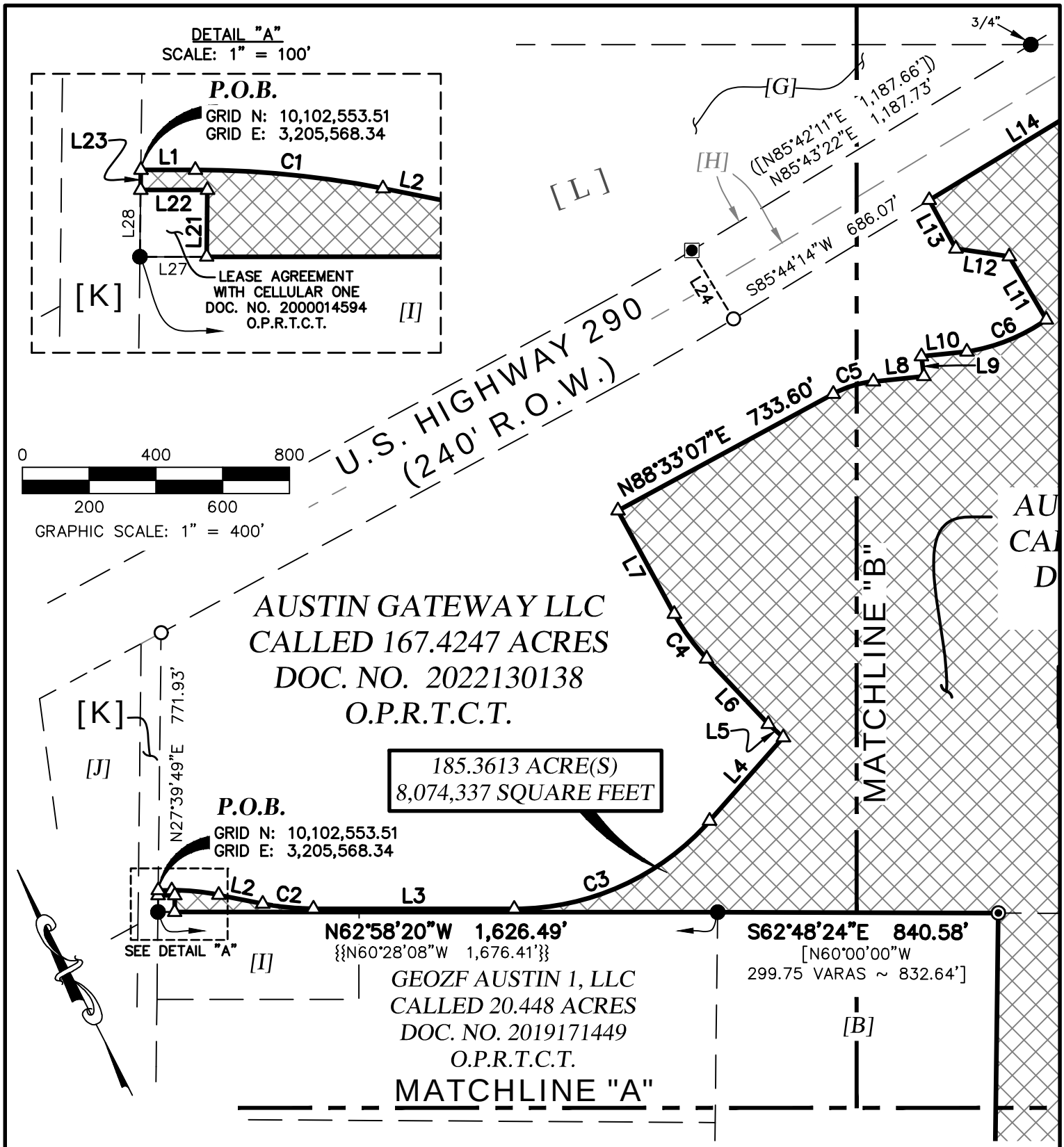


185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	NTS
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	1 OF 6

P:\01409\Dwg\01409-MUD District.dwg



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Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	1" = 400'
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	2 OF 6

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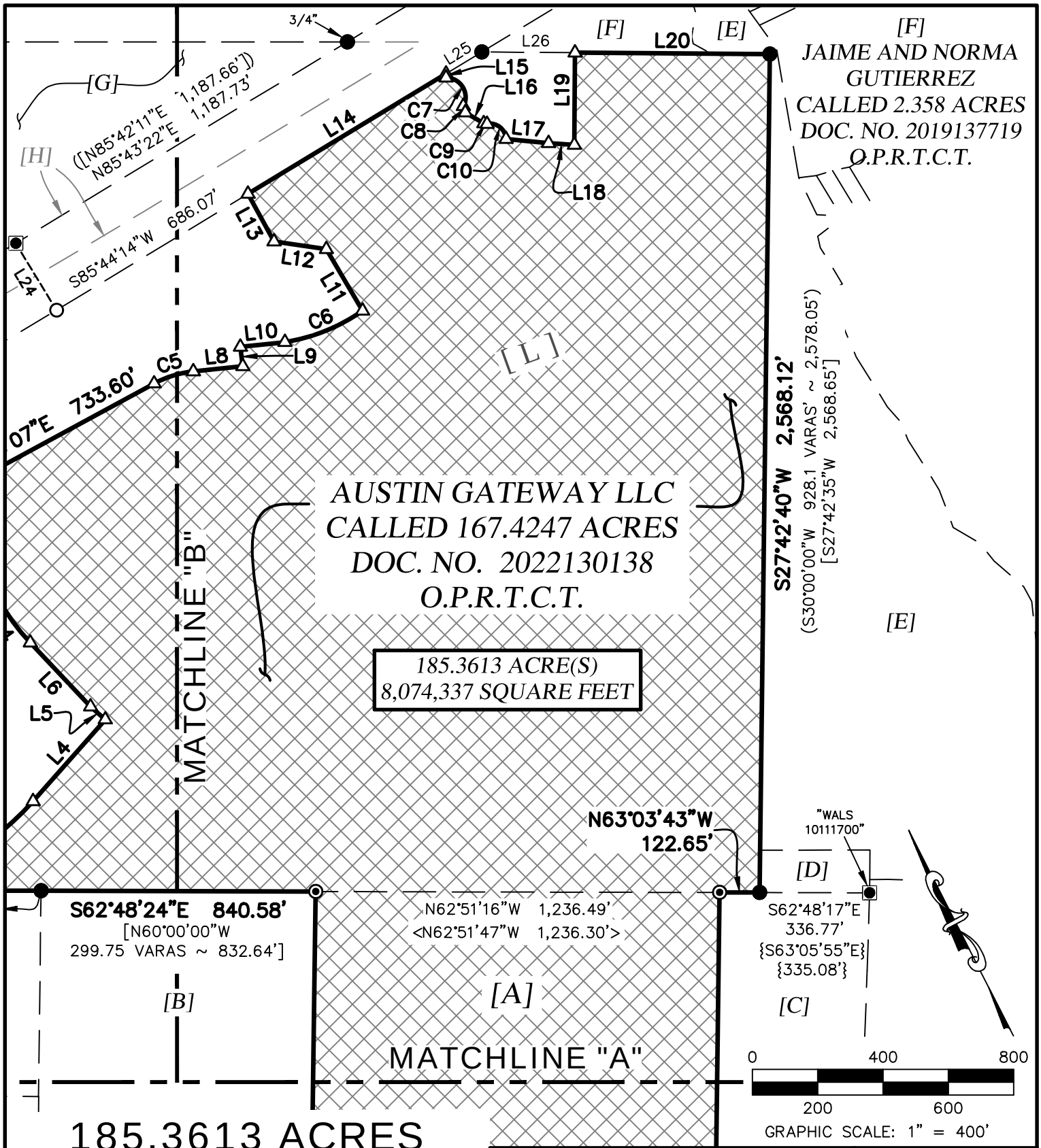

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	1" = 400'
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	3 OF 6

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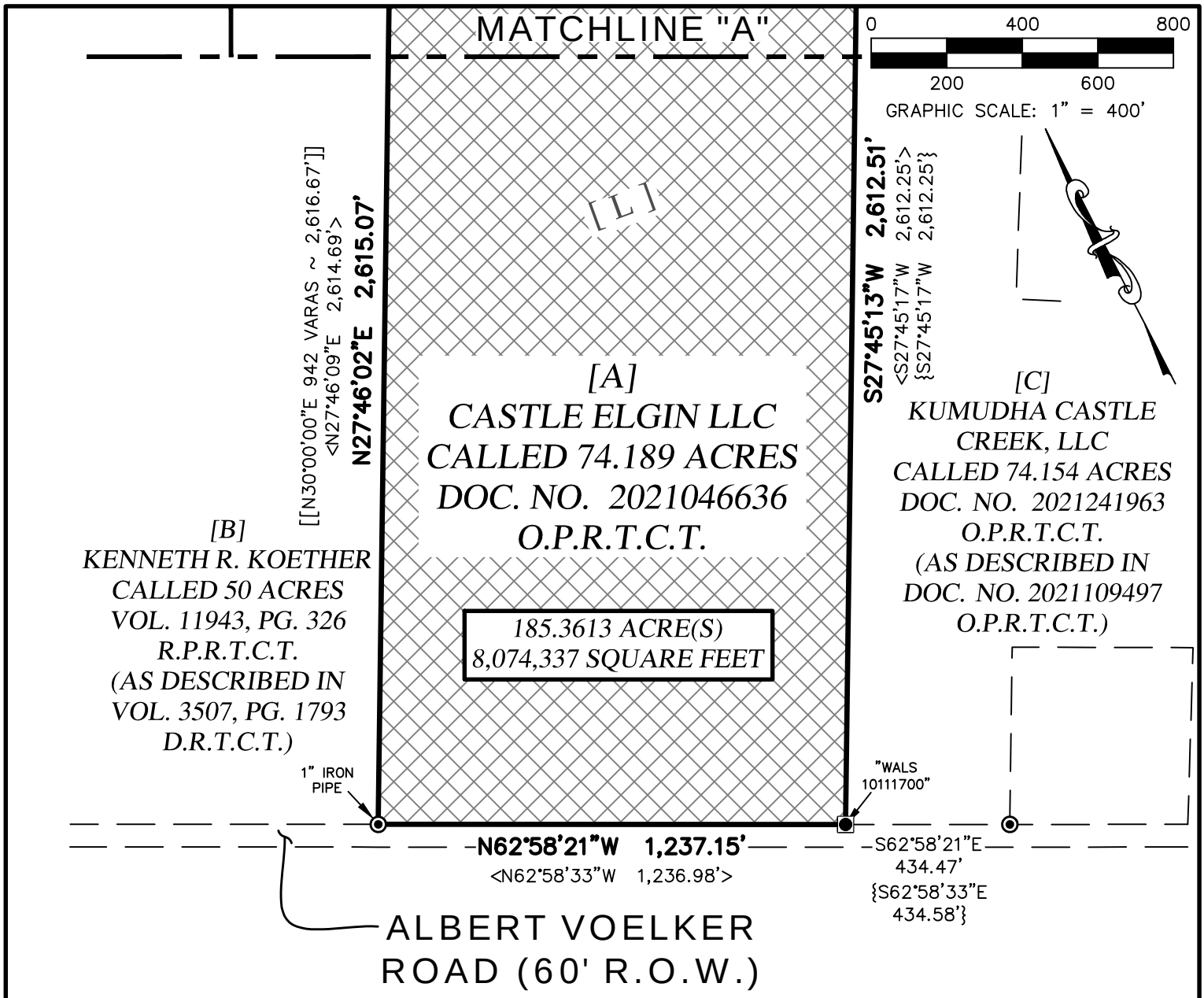

[D]
KARAN K. BAYES, ET. AL.
CALLED 1.000 ACRE
DOC. NO. 2015183255
O.P.R.T.C.T.

[E]
LOT 130, BLOCK "G"
(COMMON AREA,
PARKLAND & DRAINAGE
EASEMENT)
ELM CREEK SECTION 1
DOC. NO. 200300198
O.P.R.T.C.T.

[G]
THE CHARLES JOSEPH
POTH, JR. TRUST
REMIANDER OF CALLED
215 ACRES
(TRACT TWO, FIRST
TRACT)
DOC. NO. 1999051933
O.P.R.T.C.T.

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	1" = 400'
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	4 OF 6

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CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	720.00'	141.37'	11°15'00"	S57°20'50"E	141.14'
C2	780.00'	153.15'	11°15'00"	S57°20'50"E	152.91'
C3	780.00'	661.20'	48°34'09"	S87°15'25"E	641.58'
C4	645.00'	165.95'	14°44'29"	N08°54'48"W	165.49'
C5	324.70'	126.40'	22°18'14"	S80°07'48"E	125.60'
C6	565.00'	258.59'	26°13'25"	S84°58'37"E	256.34'
C7	60.00'	121.60'	116°07'06"	S04°26'14"E	101.83'
C8	15.00'	22.56'	86°10'39"	S10°32'00"W	20.49'
C9	15.00'	10.40'	39°42'54"	S52°24'47"E	10.19'
C10	50.00'	83.21'	95°20'50"	S24°35'49"E	73.93'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S62°58'20"E	40.83'
L2	S51°43'20"E	134.17'
L3	S62°58'20"E	601.43'
L4	N68°27'30"E	333.73'
L5	N21°32'30"W	60.00'
L6	N16°17'02"W	269.11'
L7	N01°32'33"W	352.90'
L8	S68°58'42"E	152.02'
L9	N20°00'22"E	60.01'
L10	S68°58'42"E	137.22'
L11	N03°24'20"W	219.18'
L12	N54°41'24"W	161.83'
L13	N01°36'53"W	166.01'
L14	N85°44'14"E	709.13'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L15	S27°30'14"W	12.32'
L16	S32°33'20"E	65.87'
L17	S57°28'02"E	130.91'
L18	S59°12'35"E	79.23'
L19	N27°25'03"E	282.43'
L20	S62°34'57"E	596.47'
L21	N27°39'49"E	50.00'
L22	N62°58'20"W	50.00'
L23	N27°39'49"E	15.00'
L24	N04°16'38"W	240.00'
L25	N85°44'14"E	128.36'
L26	N62°34'57"W	285.25'
L27	N62°58'20"W	50.00'
L28	S27°39'49"W	50.00'

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/16/2024
Project:	01409
Scale:	N/A
Reviewer:	FP
Tech:	JG
Field Crew:	MW/RT
Survey Date:	APR. 2022
Sheet:	5 OF 6

P:\01409\Dwg\01409 MUD District.dwg

[H]
STATE OF TEXAS
CALLED 7.742 ACRES
(PARCEL NO. 25)
VOL. 11222, PG. 728
R.P.R.T.C.T.

[I]
H & T UTILITIES LC
REMAINDER OF CALLED 24.063 ACRES
DOC. NO. 1999014392
O.P.R.T.C.T.

[J]
MANOR TRUCK STOP, LLC
CALLED 10.046 ACRES
DOC. NO. 2008016879
O.P.R.T.C.T.

[K]
ALBERT
VOELKER ROAD
(60' R.O.W.)

[L]
WILLIAM HINES
SURVEY NO. 53
ABSTRACT NO. 345

LEGEND

━━━	BOUNDARY LINE
— —— —	EXISTING PROPERTY LINES
△	CALCULATED POINT
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
⦿	1/2" IRON PIPE FOUND (UNLESS NOTED)
◙	IRON ROD WITH "BGE INC." CAP FOUND (UNLESS NOTED)
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DEED DOC. NO. 1999051933
[.....]	RECORD INFORMATION PER DEED VOL. 12661, PG. 2179
{.....}	RECORD INFORMATION PER DEED DOC. NO. 2021046636
<.....>	RECORD INFORMATION PER DEED DOC. NO. 20211109497
{{.....}}	RECORD INFORMATION PER DEED DOC. NO. 1999014392
([.....])	RECORD INFORMATION PER DEED VOL. 11222, PG. 728
[[.....]]	RECORD INFORMATION PER DEED VOL. 3507, PG. 1793

TCAD PARCEL ID #237109, #237049
CITY GRID #Y-28, #Y-29, #Z-29

STATE OF TEXAS
REGISTERED
FERNANDO D. PEREZ
7041
PROFESSIONAL
LAND SURVEYOR

7/16/2024

NOTES:

1) 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 1.000078366113.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION

185.3613 ACRES
MUD DISTRICT
EXHIBIT
City of Elgin,
Travis County, Texas

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EXHIBIT “B” TO WASTEWATER SERVICE AGREEMENT
RATE ORDER

[See attached]

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 v o 1 u m e 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
$36.00 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 $3.49.

By way of illustration, if there are 250 sanitary sewer connections in the District during the initial service peri od, the monthly Base Charge will be 250 multiplied by $36.00 or $9,000.

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 $3.49 for a total Volume charge of $4,798.75.

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 $36.00 per month per connection
250 Connections - $5,995 per month

Volume Rate = $4.12 per 1.000 gallons

(Utility Billing Costs allocable to Sewer Customers) (Total Annual Wastewater System O&M Costs)

($125,722)
($825,975) = 15.22%

I 5.22% x $4.12 = $0.63 adjustment

$4.12 - $0.63 = **$3.49 per 1,000 gallons of wastewater produced**

EXHIBIT “C” TO WASTEWATER SERVICE AGREEMENT
FORM OF DISTRICT JOINDER AGREEMENT

[See attached]

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the Joinder Agreement"). dated as of" _____ _____. is executed by TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT No. 36 *(District"),* in connection with that certain Wastewater Service Agreement (the *"Wastewater Agreement")* entered into by and between the CITY OF ELGIN, TEXAS, a home rule city located in Bastrop County, Texas (the City") and AUSTIN GATEWAY, LLC a Texas limited liability company *("Developer "),* dated effective as of____ _____,_____, a copy of which is attached hereto as Exhibit "A". Capitalized terms used herein but not otherwise defined herein shall have the definitions provided in the Wastewater Agreement.

The District executes this Joinder Agreement in order to become a Party to the Wastewater 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 Wastewater 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 Wastewater 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 Wastewater 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 Wastewater 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.

TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 36

By:_____

Name Printed: _____

Title: _____

_____

Secretary