



**ELGIN CITY COUNCIL AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
August 4, 2026
6:30 PM**

Members of the public may watch the meeting at:

https://www.youtube.com/channel/UC3OGBV_IoV0Nr3AqM1jJTzA

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. 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.

VI. ANNOUNCEMENTS

- 1. Blood Drive - Wednesday August 5th 12-6pm at Elgin Recreation Center Parking Lot**

VII. CITY MANAGERS REPORT

- 1. Introduction of Public Information Officer: Marcial Guajardo (Pamela Sanders, Human Resources Director)**

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 - July 7, 2026**

IX. NEW BUSINESS

- 1. AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, ANNEXING 271.82 ACRES, MORE OR LESS, FOR A LIMITED PURPOSE, WHICH INCLUDES ALL REAL PROPERTY WITHIN THE TRIADA MUNICIPAL UTILITY DISTRICT (MUD); MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE (Beau Perry, Development Services Director)**
- 2. A RESOLUTION ESTABLISHING THE MAXIMUM PROPOSED AD VALOREM TAX RATE FOR TAX YEAR 2027 AND FISCAL YEAR 2026–2027 AND SETTING THE DATE FOR CONSIDERATION AND ADOPTION OF THE TAX RATE. (Pamela Sanders, Interim Finance Director)**

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.

- 1. Pursuant to Section 551.074, Texas Government Code (Personnel Matters), to deliberate the duties of the City Manager.**
- 2. Pursuant to Section 551.071, Texas Government Code (Consultation with Attorney), to consult with the City Attorney regarding legal issues related to an ongoing investigation.**

XI. RECONVENE

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

XII. 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)229-3223. 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 Wednesday, July 29, 2026, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in dark ink, appearing to read "Peyton Standifer". The signature is stylized with a large initial "P" and a cursive "Standifer".

Peyton Standifer, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Introduction of Public Information Officer: Marcial Guajardo (Pamela Sanders, Human Resources Director)

DEPARTMENT: Human Resources

PROPOSED ACTION: This item is for presentation only. No Action is needed.

BACKGROUND:

On June 16, 2026, City Council approved the Public Information Officer FTE. This position will be responsible for coordinating public communications, media relations, community outreach, digital communications, public records communications support, and all other duties assigned by the City Manager.

We are excited to welcome the City's Public Information Officer, and look forward to the contributions he will make in support of the City's priorities and the community we serve. City Council will have the opportunity to formally welcome the new employee during the meeting.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

This item is for presentation only. No Action is needed.

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 - July 7, 2026

DEPARTMENT: Executive

PROPOSED ACTION: Review and approve the meeting minutes for the July 7th meeting.

BACKGROUND:

The City Council held a regularly scheduled meeting on July 7, 2026.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends approval of the meeting minutes.

ATTACHMENTS:

1. City Council Regular Meeting Minutes - July 7, 2026

{ } 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 MINUTES
July 7, 2026
6:30 PM

CALL TO ORDER

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

ROLL CALL

Mayor McShan called roll. Mayor McShan stated that Deputy Mayor Pro Tem St. Pierre was absent for a family matter. Mayor Pro Tem Love motioned to excuse Deputy Mayor Pro Tem St. Pierre. Council Member Gibson seconded the motion. All voted in favor. The motion carried.

Present:

Theresa Y. McShan, Mayor
Arthur Gibson III, Council Member Ward 1
Jessica Jaimes, Council Member Ward 1
Roland Silva, Council Member Ward 2
YaLecia Love, Mayor Pro Tem Ward 2
Agatha Mayfield, Council Member Ward 3
Liston Crim, Council Member Ward 4
Brenda Piña, Council Member Ward 4

Absent:

Tiffany St. Pierre, Deputy Mayor Pro Tem Ward 3

Staff:

Robert Eads, City Manager
Peyton Standifer, City Secretary
Mark Schoreder, City Attorney
Kaley Frye, Economic Development Director
Michael Gonzalez, Public Works Director
Chris Noble, Chief of Police
Beau Perry, Development Services Director /City Engineer
Pamela Sanders, Human Resources Director
Sonia Browder, Media Specialist
Heather Fowler, Library Services Manager
Esmeralda Rangel, Assistant City Secretary
Uriel Campos, Administrative Assistant
Riggin Anderson, Parks and Recreation Manager
Michael De La Rosa, Police Lieutenant
Marco Solorio, Police Sergeant

INVOCATION

Council Member Piña provided the invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

Molly Alexander, North Main Street, addressed the Council to express her displeasure with the conditions of the pool located at the Fleming Center and Morris Memorial Park. Ms. Alexander stated the hours for the pool have been cut, the price has increased, and the free swim time has been decreased with the exercise classes offered. Her second issue expressed was with the increased closures of the Elgin Recreation Center, as it is now closed on City holidays.

ANNOUNCEMENTS

1. **Recognition of Elgin Public Library accreditation for FY 2027 by the Texas State Library & Archives Commission (TSLAC)**
Heather Fowler, Library Services Manager, provided this announcement to the Council.
2. **Recognition of July as Parks and Recreation Month — Every Friday in July Free Events**
Heather Fowler, Library Services Manager, provided this announcement to the Council.
3. **Family Field Day at Elgin Memorial Park Friday, July 10th 6pm-8pm**
Heather Fowler, Library Services Manager, provided this announcement to the Council.
4. **Meet the PARD Team at Elgin Recreation Center Friday, July 17 5pm-7pm**
Heather Fowler, Library Services Manager, provided this announcement to the Council.

CITY MANAGERS REPORT

1. **Staff Updates on the Flood Mitigation Projects at County Line Road and Kennedy Street (MICHAEL GONZALEZ, PUBLIC WORKS DIRECTOR)**
Robert Eads, City Manager, invited Michael Gonzalez, Public Works Director, to provide an update to the Council on the County Line Road and Kennedy Street Projects. Mr. Gonzalez explained to the Council that these are two flood mitigation projects that are funded by the same grant. The grant intends to mitigate floodwaters by moving the floodwaters from the roadways to flowing under the road. To accomplish that, inlets and storm boxes are being added. While the road has been removed, it is being expanded at the same time. The grant requires that the projects be completed by the end of 2026. Mr. Gonzalez answered questions from the Council.
2. **NOTICE OF CITY MANAGER'S APPOINTMENT TO THE TEXAS CITY MANAGER'S ASSOCIATION'S ETHICS COMMITTEE**
Robert Eads, City Manager, notified the Council of his appointment to the Texas City Manager's Association Ethics Committee. Mr. Eads stated that this committee reviews ethics violations for city managers, assistant city managers, and any city manager hopefuls. Mr. Eads stated this demonstrates the City of Elgin's commitment to maintaining the highest standards for ethics.

CONSENT AGENDA

1. **City Council Meeting Regular Minutes - March 17, 2026**
This item was approved on the consent agenda.
2. **City Council Regular Meeting Minutes - June 16, 2026**
This item was approved on the consent agenda.
3. **Appointment of Nikki Richardson to the Main Street Board to Fill a Vacancy**
This item was approved on the consent agenda.
4. **Appointment of Stephanie Ross to the Main Street Board to Fill a Vacancy**
This item was approved on the consent agenda.
5. **Appointment of Ryan Green to the Historic Review Board to Fill a Vacancy**
This item was approved on the consent agenda.

Mayor Pro Tem Love motioned to approve the consent agenda. Council Member Piña seconded the motion. All voted in favor. The motion carried.

NEW BUSINESS

1. **Discussion and Possible Action Regarding the Donation of Land of the Mary Christian Burleson Homestead by the Mary Christian Burleson Foundation (Riggin Anderson - Recreation Program Manager)**
Mayor McShan invited Riggin Anderson, Parks and Recreation Manager, to address the Council. Mr. Anderson explained that the acceptance of this land would require one additional full-time employee (FTE) for Public Works in the grounds' maintenance crew. The estimated total to make the property safe and accessible would be \$30,000. The estimated price does not include anything inside the residence, and the funding would need to be paid out of the general fund. The estimated cost would include filling the two wells on the property, and fencing off the residence for safety. The Mary Christian Burleson Foundation intends to donate \$7,000 to the City for the maintenance of the property. If the Council accepts the donation, the costs would need to be factored into the next fiscal year's budget, and the ongoing maintenance would have to be factored into the coming years. Mr. Eads explained that to take possession, the City must fill in the two wells and fence off the house. Discussion followed.

Council Member Crim motioned to take ownership of the Mary Christian Burleson Homestead. Council Member Gibson seconded the motion. All voted in favor. The motion carried.

2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF ELGIN, TEXAS, AND THE ELGIN HISTORICAL ASSOCIATION, INC. FOR THE OPERATION AND PARTNERSHIP OF THE ELGIN UNION DEPOT, AND MAKING CERTAIN FINDING RELATED THERETO.**

Mayor McShan read the title of the item, and invited Michael Gonzalez, Public Works Director, to address the Council. Mr. Gonzalez stated that this agreement would take over the operation of the Union Depot Museum. The Union Depot is a City-owned building. Previous concerns expressed by the Council about staffing for the museum can be addressed during the budget discussions, and it can be maintained by volunteers for the time being. Discussion followed.

Council Member Crim motioned to approve the resolution as it was presented. Council Member Mayfield seconded the motion. All voted in favor. The motion carried.

3. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, EXERCISING THE AUTHORITY EXPRESSLY GRANTED BY ARTICLE IX OF THE ELGIN HOME RULE CHARTER TO REPEAL A VOTER-APPROVED INITIATIVE ORDINANCE; MAKING LEGISLATIVE FINDINGS; PROVIDING FOR REPEAL; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

Mayor McShan read the title of the item, and invited Mark Schroeder, City Attorney, to address the Council. Mr. Schroeder explained to the Council that this ordinance would repeal the voter-initiative ordinance that was passed in 2022. The City was subsequently sued by the Attorney General because the ordinance violated State Law. The City is still currently being sued by the Attorney General. The City Charter allows voter-initiative ordinances to be repealed after a period of two years, which has passed. The repeal would make the current lawsuit from the Attorney General moot. Discussion followed.

Mayor Pro Tem Love motioned to approve the ordinance as it was presented. Council Member Pina seconded the motion. All voted in favor. The motion carried.

4. **A RESOLUTION OF THE CITY OF ELGIN, AUTHORIZING THE CITY MANAGER TO EXECUTE THE POLLING LOCATION RESERVATION CONFIRMATION AND RESERVING THE ELGIN RECREATION CENTER AS A POLLING LOCATION FOR THE NOVEMBER 3, 2026, GENERAL ELECTION; AND MAKING CERTAIN FINDINGS RELATED THERETO. (Peyton Standifer - City Secretary)**

Mayor McShan read the title of the item, and invited Peyton Standifer, City Secretary, to address the Council. Mrs. Standifer explained that this was a resolution to allow the City Manager to execute the Polling Place Reservation Confirmation for the November 3rd General Election for Bastrop County. This location will serve Elgin voters on Election Day in addition to the North Bastrop County Community Annex. Early voting will still take place at the North Bastrop County Community Annex. There were no questions from the Council.

Council Member Silva motioned to approve the resolution as it was presented. Mayor Pro Tem Love seconded the motion. All voted in favor. The motion carried.

EXECUTIVE SESSION

Mayor McShan read the title of the item, and adjourned the meeting into Executive Session at 7:17 PM.

1. **The City Council will convene in Executive Session pursuant to Section 551.071 (Consultation with Attorney) for consultation with attorney regarding legal issues and potential agreements involving Emergency Services District No. 3.**

RECONVENE

Mayor McShan reconvened the meeting into open session at 7:45 PM. No action was taken.

ADJOURNMENT

Mayor McShan adjourned the meeting at 7:46 PM.

ATTEST:

Peyton Standifer, City Secretary

Theresa McShan, Mayor



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, ANNEXING 271.82 ACRES, MORE OR LESS, FOR A LIMITED PURPOSE, WHICH INCLUDES ALL REAL PROPERTY WITHIN THE TRIADA MUNICIPAL UTILITY DISTRICT (MUD); MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE (Beau Perry, Development Services Director)

DEPARTMENT: Development Services

PROPOSED ACTION: Review, discussion and consideration of an ordinance annexing 271.82 acres located in Travis County for limited purpose into the jurisdiction of the City of Elgin

BACKGROUND:

The Triada is a Municipal Utility District located in the ETJ of the City of Elgin with a Development and Consent Agreement executed on May 9, 2024. On May 5, 2025 Council approved a Resolution authorizing the Mayor to execute a Strategic Partnership Agreement with Triada MUD. This limited purpose annexation is in line with the terms of that Strategic Partnership Agreement.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends approval of the ordinance annexing for limited purpose 271.82 acres in Travis County.

ATTACHMENTS:

1. Ordinance 2026-08-04-XX Triada Limited Purpose Annexation
2. Triada Development Legal Description
3. Triada Vicinity Map
4. Resolution 2020-12-15-59 Strategic Partnership Agreement for Harvest Ridge as Recorded in Travis Co.
5. Development and Consent Triada as of 5.9.2024

{ } 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.

ORDINANCE NO. 2026-08-04-16

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, ANNEXING 271.82 ACRES, MORE OR LESS, FOR A LIMITED PURPOSE, WHICH INCLUDES ALL REAL PROPERTY WITHIN THE TRIADA MUNICIPAL UTILITY DISTRICT (MUD); MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, pursuant to Section 43.0751, Local Government Code, the City and Triada Municipal Utility District (the “District”) have entered into that certain Strategic Partnership Agreement (the “SPA”) dated May 21, 2024, and approved in Resolution No. 2024-05-21-54, affecting certain tracts of land containing 271.82 acres, more or less, of land, in Travis County, Texas (the “Property”), described by metes and bounds in **Exhibit “A”**, attached hereto and made a part hereof for all purposes, to be included in this Limited Purpose Annexation Ordinance. The SPA authorizes annexation of the Property for limited purposes as provided therein; and

WHEREAS, the City and the owner of the Property (the “Owner”) have entered into that certain Development and Consent Agreement (Triada) dated May 9, 2024, and approved in Resolution 2024-05-07-43 (the “Development Agreement”) establishing certain terms governing the development of the Property. The District has joined in the Development Agreement as provided therein; and

WHEREAS, City Council has determined that all requirements of Section 43.0751, Local Government Code, have been complied with and hereby considers it appropriate to effectuate the limited purpose annexation authorized by the SPA;

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

SECTION I.

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

That the City Council has determined to approve the limited purpose annexation set forth in this Ordinance as authorized by the SPA; and

That the Owners of the Property within the District boundaries have previously consented to the City’s annexation of the Property within the District for the limited and sole purposes of (a) imposing and collecting sales and use taxes, (b) imposing development standards and land use regulations, including imposing exclusive subdivision regulatory authority upon the development

of the Property, and (c) the provision of library and police services by the City to the Property, all as set forth more specifically in the SPA; and

That the Property is hereby annexed for the limited and sole purposes of (a) imposing and collecting sales and use taxes, (b) imposing development standards and land use regulations, including imposing exclusive subdivision regulatory authority upon the development of the Property, and (c) the provision of library and police services by the City to the Property, all as set forth more specifically in the SPA (collectively the “Limited Purpose Annexation”); and

That this Limited Purpose Annexation is not for the purpose of imposing ad valorem or other City taxes upon property within the Property and that the City will not impose any such tax; and

That all of the terms and conditions as stated in the SPA and the Development Agreement are incorporated herein and this Limited Purpose Annexation is made pursuant to and subject to those terms and conditions, provided that, to the extent of any conflict between the Development Agreement and this Ordinance or any development standard, land use, zoning, or subdivision regulation of the City, the terms of the Development Agreement shall control; and

That neither this Limited Purpose Annexation nor this Ordinance voids, modifies, or otherwise impacts the Development Agreement; and

SECTION II.

That the official maps and boundaries of the City of Elgin, heretofore adopted and amended, be and are hereby amended to identify the Property as a Limited Purpose Annexation area.

That the appropriate city official of the City of Elgin is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to identify the Property as a Limited Purpose Annexation area.

SECTION III. Publication Clause

The City Secretary of the City of Elgin is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

SECTION IV. Severability Clause

The provisions of this ordinance are severable, and if any sentence, section, or other parts of this Ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

SECTION V. Repealing Clause

All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict; provided, however, that nothing in this Ordinance repeals,

supersedes, or modifies the SPA or the Development Agreement, the terms of which shall control to the extent of any conflict.

SECTION VI. Open Meeting Clause

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 hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION VII. Effective Date

This ordinance shall take effect and be in force from and after its passage.

READ and APPROVED on this the 4th day of August 2026 at a meeting of the Elgin Texas City Council; there being a quorum present.

THE CITY OF ELGIN, TEXAS

Theresa Y. McShan, Mayor

Attest:

Peyton Standifer, City Secretary

EXHIBIT “A”

DESCRIPTION OF THE PROPERTY

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

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 271.82 ACRE TRACT OF LAND SITUATED IN THE HENRY MARTIN SURVEY NUMBER 65, ABSTRACT NUMBER 518, TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 75.710 ACRE TRACT OF LAND CONVEYED TO TIMOTHY NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021131000, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND DESCRIBED IN VOLUME 12531, PAGE 1372, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 39.216 ACRE TRACT OF LAND CONVEYED TO DOUGLAS NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130996, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 38.216 ACRE TRACT OF LAND CONVEYED TO DOUGLAS NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130997, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 39.216 ACRE TRACT OF LAND CONVEYED TO TIMOTHY NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130999, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID TRACTS BEING DESCRIBED AS EXHIBIT A, B, AND C IN VOLUME 12687, PAGE 1909, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 14.341 ACRE TRACT OF LAND CONVEYED TO DOUGLAS NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130998, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DESCRIBED IN DOCUMENT NUMBER 1999144455, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 1.00 ACRE TRACT OF LAND (EXHIBIT A) CONVEYED TO DOUGLAS C. AND NANCY K. NELLE BY DEED RECORDED IN VOLUME 12840, PAGE 1457, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 14.580 ACRE TRACT OF LAND (TRACT 1) AND ALL OF A CALLED 14.795 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO THE ERNEST W. BRACEWELL SR. FAMILY TRUST BY DEED RECORDED IN DOCUMENT NUMBER 2014014538, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND ALL OF A CALLED 34.72 ACRE TRACT OF LAND CONVEYED TO QUALICO DEVELOPMENTS, INC. BY DEED RECORDED IN DOCUMENT NUMBER 2023132814, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 271.82 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at the northwest corner of said 75.710 acre tract of land, being on the east line of a called 33.899 acre tract of land conveyed to John M. Doll by deed recorded in Volume 12732, Page 477, Real Property Records, Travis County, Texas, same being at the southwest corner of a called 25.09 acre tract of land conveyed to Rebecca Howell by deed recorded in Document Number 2021247774, Official Public Records, Travis County, Texas, for the northwest corner and **POINT OF BEGINNING** of the herein described tract of land,

THENCE, S63°11'20"E, with the north line of said 75.710 acre tract of land and the south line of said 25.09 acre tract of land, passing the southeast corner of said 25.09 acre tract of land, being the southwest corner of a called 34.715 acre tract of land conveyed to Joy Eisenbeck Schiller by deed recorded in Document Number 2006206286, Official Public Records, Travis County, Texas, and continuing with the common line of said 75.710 acre tract and said 34.715 acre tract of land, for a total distance of 2026.42 feet to a 1/2 inch iron rod found on the north line of said 75.710 acre tract of land, being at the southeast corner of said 34.715 acre, same being the southwest corner of said 34.72 acre tract of land, for a north interior corner of the herein described tract of land,

THENCE, N26°47'16"E, with the common line of said 34.715 acre tract and said 34.72 acre tract of land, a distance of 1,283.63 feet to a 5/8 inch iron rod found at the northwest corner of said 34.72 acre tract of land, being at the northeast corner of said 34.715 acre tract of land, same being on the south line of Carlson Lane (50' R.O.W.) for corner,

THENCE, S63°07'31"E, with the common line of said Carlson Lane and said 34.72 acre tract of land, a distance of 1,178.69 feet to a 1/2 inch iron rod found at the northeast corner of said 34.72 acre tract of land, being at the northwest corner of a called 35.93 acre tract of land conveyed to Tack WCR LLC. by deed recorded in Document Number 2021258520, Official Public Records, Travis County, Texas, for the northeast corner of the herein described tract of land,

THENCE, S26°41'06"W, with the common line of said 35.93 acre tract of land and said 34.72 acre tract of land, passing the southwest corner of said 35.93 acre tract of land, being at a north exterior corner of Lot 13, Block D, Homestead Estates Unit 2, a subdivision recorded in Document Number 202100260, Official Public Records, Travis County, Texas, and continuing with the common line of said 34.72 acre tract of land and said Lot 13, for a total distance of 1,282.32 feet

to a calculated point at the southeast corner of said 34.72 acre tract of land, being at a northern interior corner of said Lot 13, for an eastern exterior corner of the herein described tract of land,

THENCE, N63°11'20"W, with the common line of said Homestead Estates Unit 2 and said 34.72 acre tract of land, a distance of 667.84 feet to a 5/8 inch iron rod found with illegible cap at the northwest corner of Lot 24, Block C, said Homestead Estates Unit 2, being at the northeast corner of said 75.710 acre tract of land, for corner,

THENCE, S26°38'49"W, with the common line of said 75.710 acre tract and said Homestead Estates, Unit 2, a distance of 1304.77 feet to a 5/8 inch iron rod found with illegible cap for the southeast corner of said 75.710 acre tract of land, being at the southwest corner of Lot 23, Block C, said Homestead Estates, Unit 2, same being on the north line of said 39.216 acre tract of land (Exhibit A) recorded in Document Number 2021130999, Official Public Records, Travis County, Texas, for a northern interior corner of the herein described tract of land,

THENCE, S62°44'20"E, with the common line of said 39.216 acre (Exhibit A) and said Homestead Estates, Unit 2, a distance of 667.25 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the northeast corner of said 39.216 acre (Exhibit A), being on the south line of Lot 44, Block B, said Homestead Estates, Unit 2, same being at the northwest corner of a called 93.465 acre tract of land conveyed to Elgin I.S.D. by deed recorded in Volume 9331, Page 902, Real Property Records, Travis County, Texas, for an easterly northeast corner of the herein described tract of land,

THENCE, S26°24'16"W, with the common line of said 39.216 acre (Exhibit A) and said 93.465 acre tract of land, a distance of 1260.72 feet to a Mag nail found on the east line of said 39.216 acre (Exhibit A), being at the southwest corner of said 93.465 acre tract of land, same being at the northwest corner of Lot 4, Stone Creek Ranch, a subdivision recorded in Document Number 202200128, Official Public Records, Travis County, Texas,

THENCE, S26°34'50"W, with the east line of said 39.216 acre (Exhibit A) and the west line of said Lot 4, passing the southeast corner of said 39.216 acre tract, being the northeast corner of said 14.795 acre tract of land, and continuing with the common line of said 14.795 acre tract of land and said Stone Creek Ranch, for a total distance of 1240.19 feet to a capped 1/2 inch iron rod found at the southeast corner of said 14.795 acre tract of land, being an angle point on the north line of FM 1100 (80' R.O.W.), same being at the beginning of a curve to the left, for the southeast corner of the herein described tract of land,

THENCE, along said curve to the left, with the common line of said FM 1100 and said 14.795 acre tract of land, having a radius of 11500.05 feet, an arc length of 237.40 feet, and a chord that bears N64°49'20"W, a distance of 237.40 feet to a TXDOT concrete monument found for corner,

THENCE, N65°24'49"W, with the south line of said 14.795 acre tract of land, the south line of said 14.580 acre tract of land, the south line of said 14.341 acre tract of land, and the north line of said FM 1100, a distance of 1736.37 feet to a Mag nail found at the southwest corner of said 14.341 acre tract of land, being at the southeast corner of a called 14.164 acre tract of land conveyed to Carlos A. Guzman and Alicia Hernandez Sayago by deed recorded in Document Number 2018017932, Official Public Records, Travis County, Texas, same being on the north right-of-way line of said FM 1100, for the southwest corner of the herein described tract of land,

THENCE, N26°41'26"E, with the common line of said 14.341 acre tract and said 14.164 acre tract of land, a distance of 978.39 feet to a 1 inch iron pipe found at the northwest corner of said 14.341 acre tract of land, being at the northeast corner of said 14.164 acre tract of land, same being on the south line of said 38.216 acre tract of land (Exhibit B), for a southern interior corner of the herein described tract of land,

THENCE, N63°41'54"W, with the south line of said 38.216 acre tract of land (Exhibit B), and the north line of said 14.164 acre tract of land, a distance of 194.64 feet to a 5/8 inch iron rod found with illegible cap on the north line of said 14.164

acre tract of land, being at the southwest corner of said 38.216 acre tract of land (Exhibit B), same being at the southeast corner of said 39.216 acre tract of land (Exhibit C),

THENCE, N63°43'11"W, with the south line of said 39.216 acre tract of land (Exhibit C), and the north line of said 14.164 acre tract of land, a distance of 436.12 feet to a 1 inch iron pipe found at the northwest corner of said 14.164 acre tract of land, being on the south line of said 38.216 acre tract of land (Exhibit C), same being at the northeast corner of a called 14.263 acre tract of land (Part Three) conveyed to Anna Marie Swenson Simmons by deed recorded in Volume 8948, Page 870, Real Property Records, Travis County, Texas,

THENCE, N63°32'21"W, with the south line of said 39.216 acre tract of land (Exhibit C), and the north line of said 14.263 acre tract of land, a distance of 617.37 feet to a 1 inch iron pipe found at the northwest corner of said 14.263 acre tract of land, being at the southwest corner of said 39.216 acre tract of land (Exhibit C), same being on the east line of a called 56.568 acre tract of land conveyed to Angel Chaparro by deed recorded in Document Number 2016086749, Official Public Records, Travis County, Texas, for the southwest corner of the herein described tract of land,

THENCE, N26°41'26"E, with the west line of said 39.216 acre tract of land (Exhibit C), the east line of said 56.568 acre tract of land, the east line of a called 61.600 acre tract of land (Property Two) conveyed to Rebecca Howell by deed recorded in Document Number 2020074731, Official Public Records, Travis County, Texas, and described in Volume 12544, Page 2223, Real Property Records, Travis County, Texas, and the east line of a called 35.20 acre tract of land (Exhibit A) conveyed to Rebecca Howell by deed recorded in Document Number 20212477774, Official Public Records, Travis County, Texas, a distance of 1626.84 feet to a 5/8 inch iron rod found at the northwest corner of said 39.216 acre tract of land (Exhibit C), being on the east line of said 35.20 acre tract of land, same being at the southwest corner of said 75.710 acre tract of land,

THENCE, N26°52'34"E, with the east line of said 35.20 acre tract of land, the west line of said 75.710 acre tract of land, and the east line of said 33.899 acre tract of land, a distance of 1289.37 feet to the **POINT OF BEGINNING** and containing 271.82 acres of land.

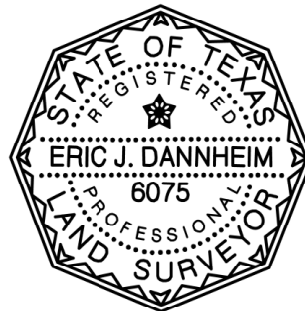
THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

Surveyed by: _____



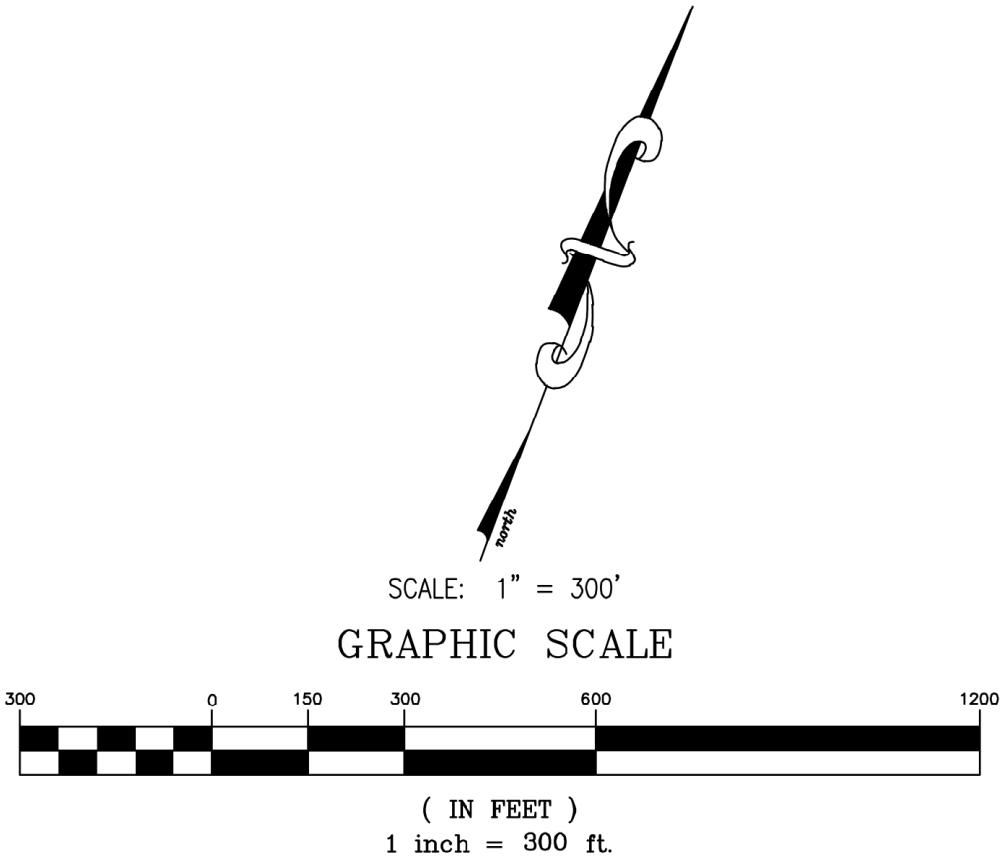
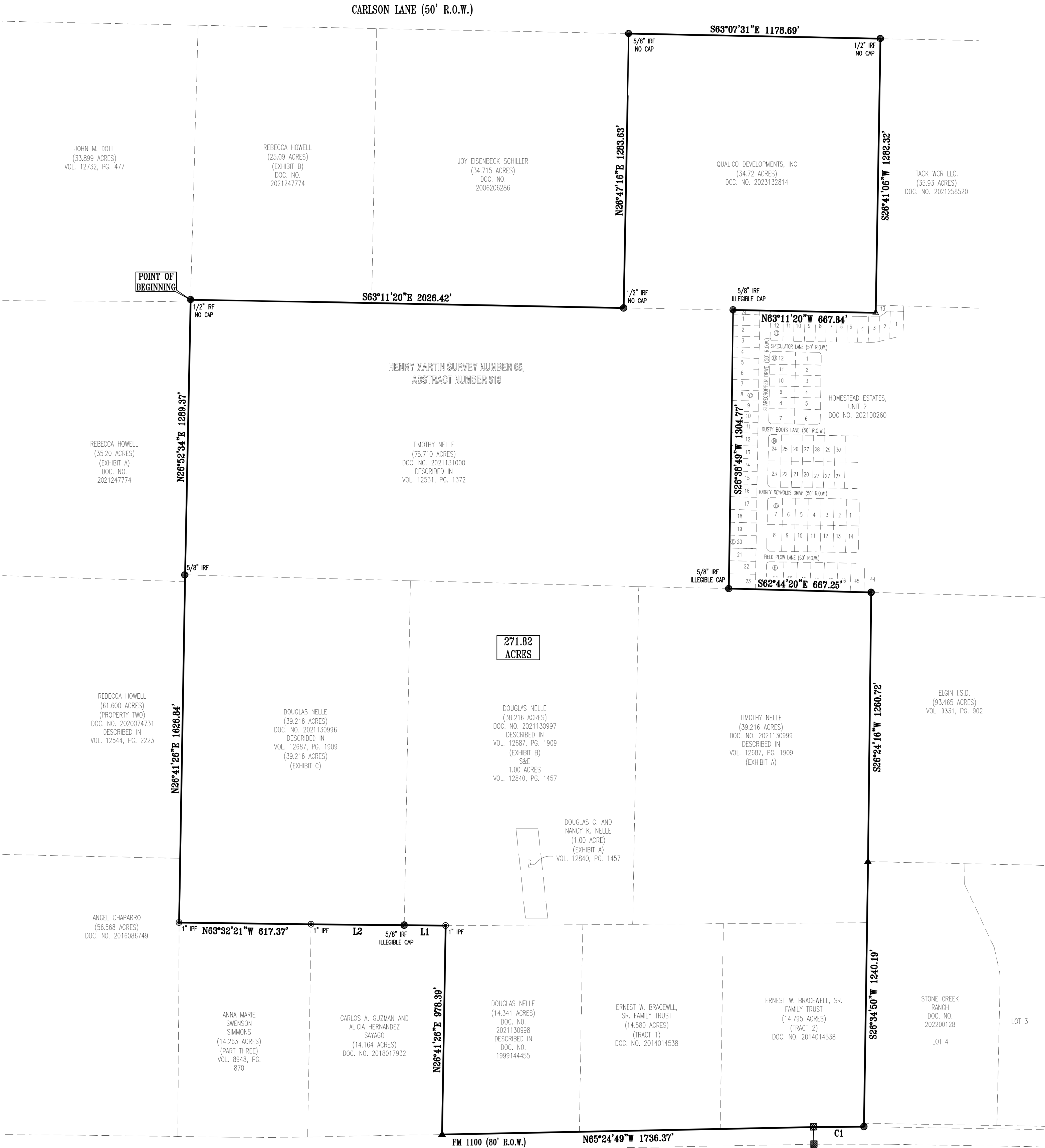
3/5/24

Eric John Dannheim, R.P.L.S. NO. 6075
Carlson, Brigrance & Doering, Inc.
Reg. # 10024900
5501 West William Cannon Drive
Austin, TX 78749
Phone: (512) 280-5160
Edannheim@cbdeng.com



BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83
SURVEY DATE: JANUARY 31, 2024

271.82 ACRES SITUATED IN THE HENRY MARTIN SURVEY NUMBER 65, ABSTRACT NUMBER 518, TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 75.710 ACRE TRACT OF LAND CONVEYED TO TIMOTHY NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021131000, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND DESCRIBED IN VOLUME 12531, PAGE 1372, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 39.216 ACRE TRACT OF LAND CONVEYED TO DOUGLAS NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130996, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 38.216 ACRE TRACT OF LAND CONVEYED TO DOUGLAS NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130997, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 39.216 ACRE TRACT OF LAND CONVEYED TO TIMOTHY NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130999, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID TRACTS BEING DESCRIBED AS EXHIBIT A, B, AND C IN VOLUME 12687, PAGE 1909, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 14.341 ACRE TRACT OF LAND CONVEYED TO DOUGLAS NELLE BY DEED RECORDED IN DOCUMENT NUMBER 2021130998, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DESCRIBED IN DOCUMENT NUMBER 1999144455, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 1.00 ACRE TRACT OF LAND (EXHIBIT A) CONVEYED TO DOUGLAS C. AND NANCY K. NELLE BY DEED RECORDED IN VOLUME 12840, PAGE 1457, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, ALL OF A CALLED 14.580 ACRE TRACT OF LAND (TRACT 1) AND ALL OF A CALLED 14.795 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO THE ERNEST W. BRACEWELL SR. FAMILY TRUST BY DEED RECORDED IN DOCUMENT NUMBER 2014014538, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND ALL OF A CALLED 34.72 ACRE TRACT OF LAND CONVEYED TO QUALICO DEVELOPMENT, INC BY DEED RECORDED IN DOCUMENT NUMBER 2023132814, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.



- LEGEND
- CONCRETE MONUMENT FOUND
 - CAPPED 1/2" IRON ROD FOUND
 - STAMPED "CBD SETSTONE" (UNLESS NOTED)
 - IRON PIPE FOUND
 - 600 NAIL FOUND

Line Table		
Line #	Length	Direction
L1	194.84	N63°41'54"W
L2	436.12	N63°43'11"W

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	237.40	11500.05	N64°49'20"W	237.40	118.71	1°10'58"

WE, THE UNDERSIGNED MEMBERS OF THE BOARD OF DIRECTORS OF TRIADA MUNICIPAL UTILITY DISTRICT, DO HEREBY CERTIFY THAT THIS MAP IS A COMPLETE AND ACCURATE MAP SHOWN THE BOUNDARIES OF THE DISTRICT.

DIRECTOR _____

DIRECTOR _____

DIRECTOR _____

DIRECTOR _____

DIRECTOR _____

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 20____.

NOTARY PUBLIC _____

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

ERIC JOHN DANNHEIM, RPLS# 6075
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON
AUSTIN, TEXAS 78749
(512)280-5160
AARON@CBDENG.COM



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

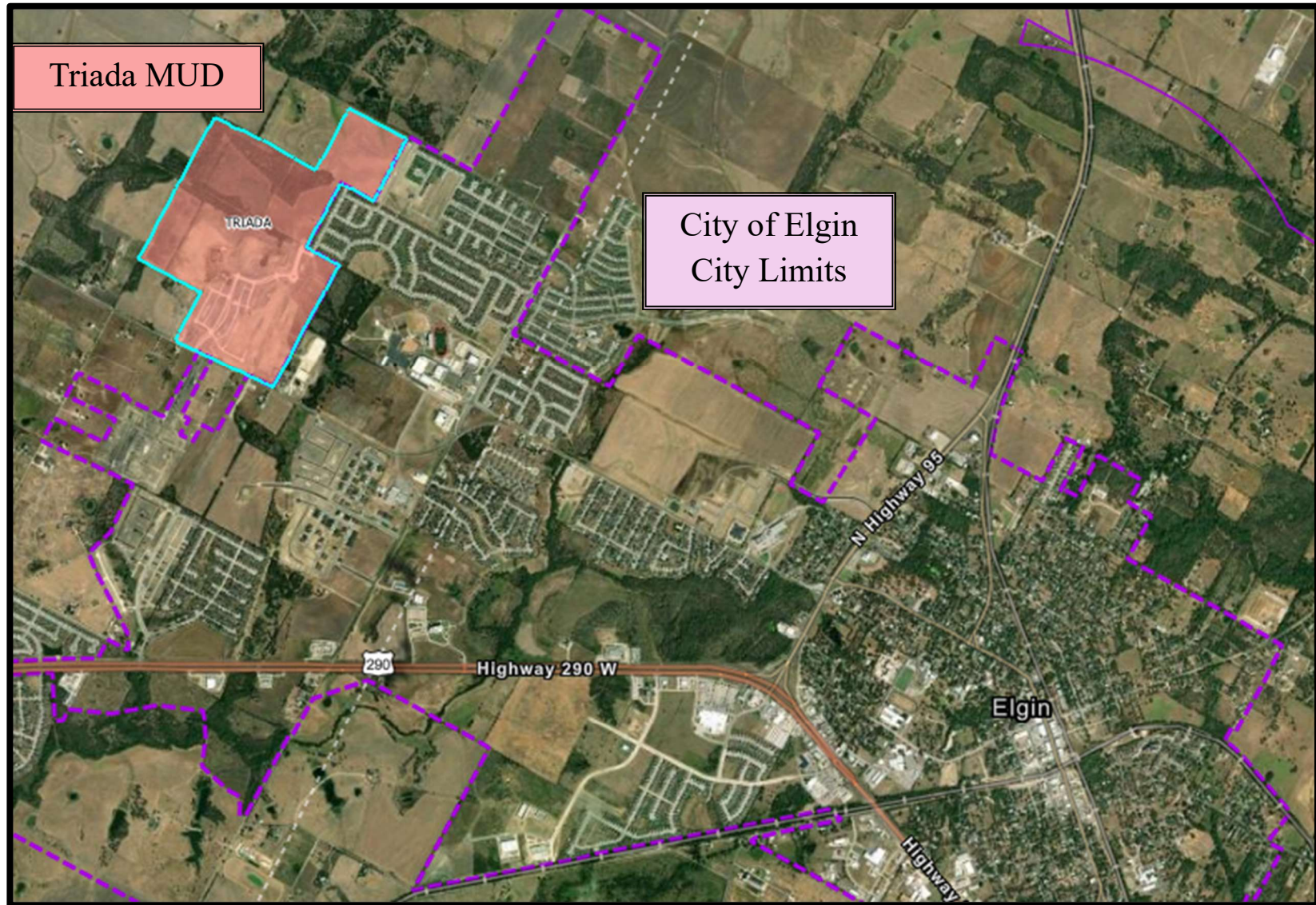
Carlson, Brigance & Doering, Inc.

FIRM ID #F3791 ♦ REG. # 10024900

Civil Engineering ♦ Surveying
5501 West William Cannon ♦ Austin, Texas 78749
Phone No. (512) 280-5160 ♦ Fax No. (512) 280-5165

J:\AC3D\5535-022\Survey\MUD EXHIBIT - 271.82 ACRES

Triada Limited Purpose Annexation Vicinity Map





Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Jan 26, 2021 10:22 AM Fee: \$90.00

2021017597

Electronically Recorded

RESOLUTION NO. 2020-12-15-59

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING
A STRATEGIC PARTNERSHIP AGREEMENT WITH THE
ALTESSA MUNICIPAL UTILITY DISTRICT AND MAKING
CERTAIN FINDINGS RELATED THERETO**

WHEREAS, the City Council has approved and authorized a Development and Consent Agreement with Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes (the "Developer") and the Altessa Municipal Utility District (MUD) to construct a master-planned, mixed-use residential project that will include parks and recreational facilities to serve the community; and,

WHEREAS, the Texas Local Government Code, Section 43.0751 authorizes the City and certain utility districts, such as the Altessa MUD, to negotiate and enter into a strategic partnership agreement by mutual consent; and,

WHEREAS, the proposed Strategic Partnership Agreement provides for the annexation by the City, for limited purposes, of certain tracts of land in the Altessa MUD, with the current approximate location of such tracts being identified in Exhibit "B", attached hereto and made a part hereof; and,

WHEREAS, the Mayor and City Council have found and determined that the proposed Strategic Partnership Agreement with the Altessa Municipal Utility District will further the public interest and welfare.

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

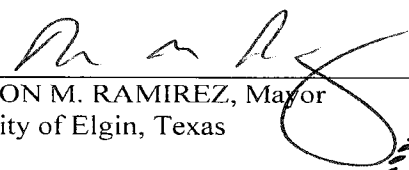
Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization. The Mayor is hereby authorized to execute the *Strategic Partnership Agreement between the City of Elgin, Texas and the Altessa Municipal Utility District*, a copy of said agreement being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

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

PASSED AND ADOPTED this 15th day of December, 2020.


RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:


AMELIA SANCHEZ, City Secretary



STRATEGIC PARTNERSHIP AGREEMENT BETWEEN
THE CITY OF ELGIN, TEXAS AND
ALTESSA MUNICIPAL UTILITY DISTRICT

STATE OF TEXAS	§
	§
COUNTIES OF BASTROP	§
AND TRAVIS	§

This Strategic Partnership Agreement (this “Agreement”) is entered into by and between the City of Elgin, Texas, a home-rule municipality located in Bastrop and Travis Counties, Texas (the “City”) and Altessa Municipal Utility District, a political subdivision of the State of Texas created under Chapters 49 and 54 of the Texas Water Code (the “District”). Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes (the “Developer”), has joined in this Agreement for the sole purpose of evidencing its consent to the City’s annexation of the Development (as defined below), as contemplated by this Agreement.

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, as amended; and

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

WHEREAS, the District encompasses 283.115 acres, more or less, located within the extraterritorial jurisdiction of the City, as more fully described on **Exhibit A** attached to this Agreement (the “Development”); and

WHEREAS, the Developer has represented to the City and the District that it owns the Development; and

WHEREAS, pursuant to Article II of the City’s Home Rule Charter, the City has all of the powers granted to cities by the Constitution and laws of the State of Texas, together with all of the implied powers necessary to carry into execution such granted powers, such powers including, but not limited to, those granted by: (i) Section 43.0751 of the Texas Local Government Code authorizing a city to enter into a strategic partnership agreement that provides for the limited purpose annexation of a municipal utility district, or portion thereof, on terms acceptable to the municipality and the municipal utility district; and (ii) Chapter 212 of the Local Government Code authorizing a city to regulate subdivisions within its corporate boundaries and within its extraterritorial jurisdiction; and

WHEREAS, Section 43.0751 of the Texas Local Government Code provides that a strategic partnership agreement may include services and regulatory benefits; and

WHEREAS, the City desires to annex the 283.115 acres, more or less, within the Development for the sole purpose of imposing exclusive subdivision regulatory authority upon the Development (the "Limited Purpose"); and

WHEREAS, the District desires, pursuant to its authority under Section 54.234 of the Texas Water Code, to accept the dedication of public right-of-way and the street and drainage improvements located therein for operation and maintenance, upon construction and dedication of same by the Developer in accordance with this Agreement, within the Development; and

WHEREAS, subject to the terms and conditions of this Agreement, the District is willing to allow the City to annex the Development for the Limited Purpose; and

WHEREAS, to facilitate the City's limited purpose annexation of the Development, the Developer submitted to the City a petition requesting and consenting to such limited purpose annexation of the Development; and

WHEREAS, pursuant to Section 43.0751 of the Texas Local Government Code and the Developer's petition for limited purpose annexation, the Parties desire to enter into this Agreement to accomplish the City's annexation of the Development for the Limited Purpose; 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 May 21, 2020, 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 regarding this Agreement were given the opportunity to do so; and

WHEREAS, the City Council approved and adopted this Agreement on DECEMBER 15, 2020, 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 Section 43.0751(p)(1) of the Texas Local Government Code, 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 Section 43.0751(p)(2) of the Texas Local Government Code, this Agreement provides services and benefits for the City and the District that are reasonable and equitable.

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 Recitals. 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 and Bastrop Counties, Texas.

Section 2.4 Limited Purpose Annexation of Development. The Parties agree that the City may annex the Development solely for the Limited Purpose. 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.

Section 2.5 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 Development solely for the Limited Purpose. The District consents to such annexation. Such

consent shall bind the District and the Developer and each future owner of land within the Development.

Section 2.6 Limited District. The District is not a limited district as defined in Section 43.0751(a)(2) of the Texas Local Government Code.

Section 2.7 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) current and future ad valorem and sales and use taxes levied by the City shall not be levied on taxable property or activity within the District.

Section 2.8 Powers and Functions Retained by the District. Following the City's limited purpose annexation of the Development, and notwithstanding anything in this Agreement to the contrary, 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.

Section 2.9 Water, Sewer, and Drainage Services. The Developer will develop, on behalf of the District, and the District will own, operate and maintain wastewater and drainage systems within the Development as is reasonably necessary to provide such services to the owners and occupants of such area. The Developer will develop, on behalf of the District, and Aqua Water Supply Corporation will own, operate and maintain a water system within the Development, as is reasonably necessary to provide such services to the owners and occupants of such area.

ARTICLE III. SUBDIVISION REGULATORY AUTHORITY; ROADWAYS

Section 3.1 Subdivision Regulatory Authority. 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 certain "Development and Consent Agreement" dated effective August 8, 2019, as it may be amended from time to time (the "Development and Consent Agreement").

Section 3.2 Roadways. The District shall accept the dedication of public right-of-way and the street and drainage improvements located therein for operation and maintenance, upon construction and dedication of same by the Developer in accordance with the requirements and standards set forth in Chapter 36 of the City's Code of Ordinances, subject to the terms and conditions of the Development and Consent Agreement.

ARTICLE IV. FULL PURPOSE ANNEXATION

Section 4.1 No Full-Purpose Annexation During Term of Development and Consent Agreement. The City shall not annex the Development, or any other portion of the District, for full purposes until after the expiration of the Development and Consent Agreement. If the City decides to disannex the Development and has the authority to disannex, the City may institute

proceedings to accomplish such disannexation to be effective upon the termination of this Agreement.

ARTICLE V. TERM

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

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 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 30-day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure within such 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-appellable order in a court of competent jurisdiction.

ARTICLE VII. ADDITIONAL PROVISIONS

Section 7.1 Voting. Pursuant to Section 43.130(a) of the Texas Local Government Code, 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 43.130(b) of the Texas Local Government Code, residents of the Development 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) ten (10) business days after the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (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; or (iv) ten (10) business days after the Notice is sent by facsimile (with electronic confirmation by the sending facsimile machine) with a confirming copy sent by United States mail within 48 hours after the facsimile is sent. 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.

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

To the District: c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Attn: Kevin M. Flahive

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 Party waiving such provision. 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 acknowledge that this Agreement is performable in Travis and Bastrop Counties, Texas and hereby submit to the jurisdiction of the courts of Travis and Bastrop Counties, 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 Parties 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 governing bodies 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 to

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 Description of Development

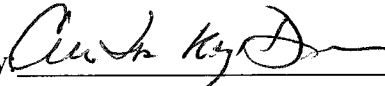
Section 7.15 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

[COUNTERPART SIGNATURE PAGES FOLLOW]



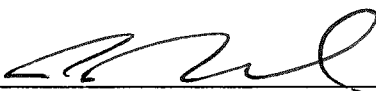
DISTRICT:

ALTESSA MUNICIPAL UTILITY DISTRICT

By: 
Curtis Kelly Dyer, Board President

Date: May 21, 2020

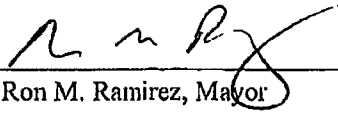
ATTEST:

By: 
Jason Rangel, Secretary

Date: May 21, 2020

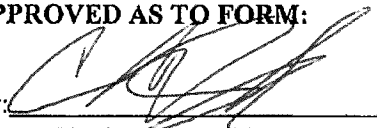
CITY:

CITY OF ELGIN, TEXAS

By: 
Ron M. Ramirez, Mayor

Date: December 16, 2020

APPROVED AS TO FORM:

By: 
Charles Crossfield, City Attorney

Date: 12/16/20, 2020

DEVELOPER:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas
as **BROHN HOMES**

By: 
Adam B. Boenig, Vice President

Date: January 8, ²⁰²¹~~2020~~

EXHIBIT "A"

DESCRIPTION OF THE DEVELOPMENT

All of that certain 283.115 acres, more or less, located in Travis and Bastrop Counties, Texas, comprised of the following tracts:

Tract 1: 234.288 acres, more or less, located in Travis and Bastrop Counties, Texas, more particularly described by metes and bounds on Exhibit "A-1" attached hereto and incorporated herein; and

Tract 2: 48.827 acres, more or less, located in Travis and Bastrop Counties, Texas, more particularly described by metes and bounds on Exhibit "A-2" attached hereto and incorporated herein.

Exhibit "A-1"Tract 1LEGAL DESCRIPTION

DESCRIPTION OF 234.288 ACRE TRACT OF LAND, SITUATED IN THE THOMAS CHRISTIAN SURVEY, ABSTRACT NOS. 20 AND 2296, IN BASTROP AND TRAVIS COUNTIES, TEXAS, BEING ALL OF THAT CERTAIN 234.215 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED FROM EUGENE R. KANAK, AND WIFE, JUDY A. KANAK TO THE EUGENE R. AND JUDY A. KANAK LIVING TRUST, EUGENE R. KANAK AND JUDY A. KANAK, CO-TRUSTEES, OF RECORD IN VOLUME 920, PAGE 713 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND VOLUME 13223, PAGE 668 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 234.288 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod found for the southwest corner of the said 234.215 acre tract and the herein described tract, being on the east right-of-way line of County Line Road, a variable width right-of-way, being also the northwest corner of that certain 48.820 acre tract of land described in a deed to Russel F. Boyd of record in Volume 725, Page 633 of the Official Public Records of Bastrop County, Texas, said point having Grid Coordinates of N=10110911.98, E=3221530.09;

THENCE, N 27°08'47" E, with the east right-of-way of County Line Road and the west line of said 234.215 acre tract, for a distance of **708.88 feet** to a 1/2-inch iron rod with cap stamped "ZWA" set for the southwest corner that certain 10.00 acre tract of land described in a deed to Clyde T. Lundgren and Betty S. Lundgren of record in Volume 7619, Page 44 of the Official Public Records of Travis County, Texas, and being an ell angle corner of said 234.215 acre tract and the herein described tract;

THENCE, S 62°51'29" E, departing the east right-of-way of County Line Road, with the south line of said 10.00 acre tract, for a distance of **476.51 feet** to a 1/2-inch iron rod with cap stamped "ZWA" set for the southeast corner said 10.00 acre tract, and being an interior angle corner of said 234.215 acre tract and the herein described tract;

THENCE, N 27°08'48" E, with the east line of said 10.00 acre tract and the west line of said 234.215 acre tract, at a distance of 914.67 feet passing the northeast corner of said 10.00 acre tract and the southeast corner of that certain 4.737 acre tract of land described in a deed to Clyde T. Lundgren and Betty S. Lundgren of record in Volume 7619, Page 47 of the Official Public Records of Travis County, Texas, for a total distance of **1,347.72 feet** to a 1/2-inch iron rod with cap stamped "ZWA" set for the northeast corner said 4.737 acre tract, being on the south line of that certain 147.144 acre tract of land described in a deed to RSM Real Estate, LP of record in Document No. 201414715 of the Official Public Records of Bastrop County, Texas, and being the northwest corner of said 234.215 acre tract and the herein described tract;

THENCE, S 62°53'48" E, with the south line of said 147.144 acre tract and the north line of said 234.215 acre tract, at a distance of 3,922.44 feet passing a 1-inch iron pipe found for the southeast corner of said 147.144 acre tract and the southwest corner of that certain 139.723 acre tract of land described in a deed to Roger and Suzanne Mogonye of record in Volume 2039, Page 771 of the Official Public Records of Bastrop County, Texas, for a total distance of **4,832.13 feet** to a 5/8-inch iron rod found for the northeast corner of said 234.215 acre tract and the herein described tract, and being the northwest corner of that certain 42.158 acre tract of land described in a deed to Ward and Patsy Payne of record in Volume 647, Page 728 of the Official Public Records of Bastrop County, Texas;

THENCE, S 27°35'48" W, with the west line of said 42.158 acre tract and the east line of said 234.215 acre tract, at a distance of 1,298.23 feet passing a 5/8-inch iron rod found for the southwest corner of said 42.158 acre tract and the northwest corner of that certain 66.936 acre tract of land described in a deed to Jim V. and Katherine L. Mogonye of record in Volume 2343, Page 362 of the Official Public Records of Bastrop County, Texas, for a total distance of **2,036.79 feet** to a 1/2-inch iron rod with cap stamped "ZWA" set for the southeast corner of said 234.215 acre tract and the herein described tract, and being on the north line of that certain 103 acre tract of land described in a deed to Norma Jean Larson and Kelly Wayne Kastner of record in Volume 2296, Page 347 of the Official Public Records of Bastrop County, Texas;

THENCE, N 63°06'30" W, with the north line of said 103 acre tract and the south line of said 234.215 acre tract, at a distance of 3,287.28 feet passing the northwest corner of said 103 acre tract and the northeast corner of said 48.820 acre tract, for a total distance of **5,292.66 feet** to the **POINT OF BEGINNING** and containing 234.288 acres of land.

BEARING BASIS NOTE

BEARINGS ARE BASED ON TEXAS STATE PLANE CENTRAL ZONE 4203, NAD 83, STATION. ALL COORDINATES SHOWN HEREON ARE GRID AND CAN BE ADJUSTED TO SURFACE BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.00003. DISTANCES SHOWN HEREON ARE IN SURFACE, U.S. SURVEY FEET.

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS	§	

That I, Gina Loftis-Franklin, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground December, 2017 and January, 2018 under my direction and supervision.

WITNESS MY HAND AND SEAL at Buda, Hays County, Texas this the 25th day of January 2018, A.D.

Zamora, L.L.C. dba "ZWA"
1435 South Loop 4
Buda, Texas 78610
512-295-6201
TX Firm No. 10062700



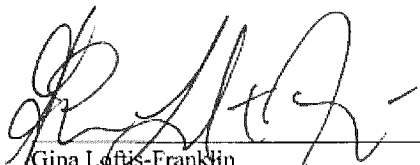

Gina Loftis-Franklin
Registered Professional Land Surveyor
No. 6087 – State of Texas

Exhibit "A-2"Tract 2LEGAL DESCRIPTION

DESCRIPTION OF 48.827 ACRE TRACT OF LAND, SITUATED IN THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 20, IN BASTROP AND TRAVIS COUNTIES, TEXAS, BEING ALL OF THAT CERTAIN 24.41 ACRE TRACT (TRACT B) OF LAND DESCRIBED IN A PARTITION DEED TO RUSSELL FRANKLIN BOYD OF RECORD IN VOLUME 567, PAGE 545 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND ALL OF A 24.41 ACRE TRACT OF LAND CONVEYED TO RUSSELL FRANKLIN BOYD OF RECORD IN VOLUME 567, PAGE 545 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND ALL OF A 24.41 ACRE TRACT LAND DESCRIBED IN GENERAL WARRANTY DEED OF RECORD IN VOLUME 725, PAGE 633 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 48.827 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod found having Grid Coordinates of N=10110911.84, E=3221530.37 on the on the east right-of-way line of County Line Road, a variable width right-of-way, at the northwest corner of said 24.41 acre tract (Tract B) and being the southwest corner of a 234.288 acre tract described in a deed to CMH Parks, Inc. of record in Document No. 201807699, Official Public Record, Bastrop County, Texas, for the northwest corner of the herein described tract;

THENCE, S 63°06'26" E, departing the east right-of-way of County Line Road, with the common line of said 24.41 acre tract (Tract B) and said 234.288 acre tract, a distance of **2001.92** feet to a calculated point at the northeast corner of said 24.41 acre tract (Tract B) and being the northwest corner of a 103 acre tract of land described in a deed to Norma Jean Larson and Kelly Wayne Kastner of record in Volume 2296, Page 347 of the Official Public Records of Bastrop County, Texas, for the northeast corner of the herein described tract;

THENCE, S 27°10'16" W, departing the south line of said 234.288 acre tract, with the common line of said 24.41 acre tract (Tract B) and said 103 acre tract at 5.10 feet passing a 1/2" iron rod found and at 534.06 feet passing a 1/2" iron found disturbed at the southeast corner of said 24.41 acre tract (Tract B) and being the northeast corner of said 24.41 acre tract described in said Volume 725, Page 633, continuing with said common line of said 24.41 acre tract and said 103 acre tract, for a total distance of **1065.40 feet** to a 1/2" iron rod found on the north line of a .67 acre tract, more or less, described a warranty deed to the Cynthia Kreig & Sheldon Ray Johnson Living Trust, of record in Document No. 201810089, Official Public Record of Bastrop County, Texas, at the southeast corner of said 24.41 acre tract and being ell corner of said 103 acre tract, for the southeast corner of the herein described tract;

THENCE, N 62°50'09" W, departing the west line of said 103 acre tract, with the south line of said 24.41 acre tract, and being the north line of said 67 acre tract and a north line of a 3.006 acre tract described in a special warranty deed to Fausto C. Martinez and Maria Saucedo of record in Document No. 201108993, Official Public Records of Bastrop County, Texas, a distance of **2008.67 feet** to a 1/2" iron found on the east right-of-way line of said County Line Road, at the southwest corner of said 24.41 acre tract and being the northwest corner of said 3.006 acre tract, for the southwest corner of the herein described tract;

THENCE, N 27°32'17" E, with the east right-of-way of County Line Road and being the west line of said 24.41 acre tract and the west line of said 24.41 acre tract (Tract B), a distance of **1055.94** feet to the **POINT OF BEGINNING** and containing 48.827 acres of land.

BEARING BASIS

THE BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEMS (CENTRAL ZONE 4203), NAD83 (93). THE BEARINGS AND DISTANCES ARE GRID.

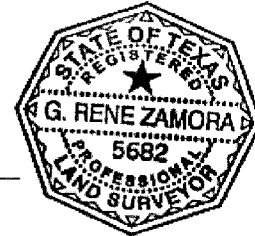
THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS	§	

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

WITNESS MY HAND AND SEAL at Buda, Hays County, Texas this the 22 day of January, 2019, A.D.

Zamora, L.L.C.
1425 South Loop 4
Buda, Texas 78610
512-295-6201
Tx. Firm No. 10062700


G. Rene Zamora
Registered Professional Land Surveyor
No. 5682 – State of Texas



**DEVELOPMENT AND CONSENT AGREEMENT
(Triada)**

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

KNOW ALL BY THESE PRESENTS:

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

INTRODUCTION

WHEREAS, the Developer currently owns or has under contract to purchase approximately 271.82 acres of land that is more particularly described in **Exhibit "A"** attached hereto (the "Property"), a portion of which is currently located in the corporate boundaries of the City and the remainder of which is located in the extraterritorial jurisdiction of the City;

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

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

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

**I.
DEFINITIONS**

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

- 1.01** "Agreement" means this Development and Consent Agreement between the City, Developer, and, upon joinder, the District.
- 1.02** "Applicable Rules" means the City's or County's rules and regulations applicable to the Project, subject to any variances or exceptions approved in or pursuant to this Agreement.
- 1.03** "Aqua" means Aqua Water Supply Corporation.
- 1.04** "Water CCN" means certificate of convenience and necessity for water service.
- 1.05** "CCN Release Fee" means the payment to Aqua in order to release the Property from Aqua's Water CCN service territory.
- 1.06** "City" means the City of Elgin, Texas, a home-rule city located in Bastrop and Travis Counties, Texas, with extraterritorial jurisdiction extending into Bastrop and Travis Counties, Texas.
- 1.07** "City Manager" means the City Manager of the City.
- 1.08** "Commission" or "TCEQ" means the Texas Commission on Environmental Quality or its successor agency.
- 1.09** "Concept Plan" means the concept plan for development of the Property that is attached as **Exhibit "C"**.
- 1.10** "Consent Resolution" means the form of Consent Resolution attached as **Exhibit "F"** to be adopted by the City Council simultaneously with the approval of this Agreement consenting to the inclusion of the Property into the District.
- 1.11** "County" means Travis County, Texas.
- 1.12** "Developer" means Qualico Developments (U.S.), Inc., or its successors and assigns under this Agreement.
- 1.13** "District" means Triada Municipal Utility District, a political subdivision of the State of Texas, to be created over the Property with the consent of the City.
- 1.14** "Eagle's Landing Phase 5" means a portion of the Property consisting of approximately 34.715 acre tract of land owned by Developer, locally known as Eagle's Landing Phase 5 and more particularly described in **Exhibit "D"**, that is currently located within the City's municipal boundaries pursuant to adopted Ordinance No. 2022-07-05-22, recorded as Document No. 2022124697 of the Real Property Records of Travis County, Texas.
- 1.15** "On-Site Interceptor Line" means the wastewater improvements that will connect the Project to the City's Wastewater System, generally consisting of approximately 5,067 linear feet of 8-inch wastewater gravity line and 151 lineal feet of 12" improvements and related appurtenances that would extend from the City's existing wastewater facilities (planned or actual) located on the south side of FM 1100, extending to the northern boundary of the Property, but which does not include any portion of the 8" collection lines lying within the Property, as more particularly described and depicted in **Exhibit "E-3"** attached hereto.

- 1.16 “Effective Date” means the last date of execution of this Agreement by the City and Developer.
- 1.17 “Public Safety Services Site” shall have the meaning set forth in Section 7.03 of this Agreement.
- 1.18 “Living Unit Equivalent” or “LUE” means the capacity necessary to serve a single-family residential connection or its equivalent.
- 1.19 “WWTP #2” means wastewater treatment plant No. 2 to be constructed by the City.
- 1.20 “Off-Site Water Transmission Line Improvements” means the 12 inch off-site water transmission line improvements to connect the Property to the City’s water system, as more particularly described in Exhibit “E-1” attached hereto.
- 1.21 “Off-Site Wastewater Conveyance Line Improvements” means the 12-inch diameter off-site wastewater conveyance line improvements to connect the Elm Creek Lift Station to the City’s New WWTP, as more particularly described in Exhibit “E-2”, attached hereto, City of Elgin – Wastewater Treatment Plant No. 2 Report by TRC dated September 7, 2022
- 1.22 “On-Site Facilities” means all water, wastewater and drainage facilities internal to the Property that are necessary for providing service throughout the Property, specifically excluding the Interceptor Line.
- 1.23 “Petition” means the Developer’s request to the City for consent to creation of, and inclusion of the Property within, the District.
- 1.24 “Project” shall have the meaning set forth in the Recitals of this Agreement and further described in Section 3.01.
- 1.25 “Property” means the approximate 271.82-acre tract of real property more particularly described in Exhibit “A” attached hereto, which includes Eagle’s Landing Phase 5.
- 1.26 “Strategic Partnership Agreement” means the Strategic Partnership Agreement to be entered into by the City and the District.
- 1.27 “Wholesale Wastewater Services Agreement” means the Wholesale Wastewater Services Agreement to be entered into by the City, Developer and District setting forth the terms and conditions pursuant to which the City agrees to provide wholesale wastewater services to the District.
- 1.28 “Wholesale Water Services Agreement” means the Wholesale Water Services Agreement to be entered into by the City, Developer and District setting forth the terms and conditions pursuant to which the City agrees to provide wholesale water services to the District.

II. CREATION OF DISTRICT AND RELATED MATTERS

2.01 **Consent to Creation of District.** The City acknowledges receipt of the Petition, in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, for creation of the District, including powers from Article III, Section 52 of the Texas Constitution. On the Effective Date, the City has approved the resolution substantially similar to the form attached as Exhibit “F” consenting to the inclusion of all of the Property within the proposed District, and the creation of the

District (the "Consent Resolution"). The City agrees that the Consent Resolution will constitute and evidence the City's consent to the creation of the District. No further consent will be required on the part of the City to evidence the City's consent to the creation of the District, but the City agrees to provide a resolution confirming its consent if requested by Developer or the District in connection with Developer's application to the Commission to create the District or any District bond sale.

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

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

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

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

III. PROJECT DESCRIPTION; DEVELOPER COMMITMENTS

3.01 Project Description. The Developer proposes to construct a master-planned, mixed-use, multi-phased project on the Property (the "Development") that is projected to include approximately 875 single family residential units and two (2) community or civic sites for a total of 934 living unit equivalents ("LUEs") of water and 909 living unit equivalents ("LUEs") of wastewater. Not less than seventy-seven (77) acres of the Property shall be developed as a public sports complex, amenity parkland/or open space (including floodplain areas). The Development will also include (i) a community pool, amenity area and passive and active use facilities (see Section 3.04); (ii) approximately 1.5 acres to be dedicated to the City & 1.1-acres to be dedicated to Aqua Water Supply Corporation for public safety services and an elevated water storage tank and appurtenances, both of which will share access driveways off of Triada Boulevard and FM 1100 and (iii) approximately 15.3 acres of land to be for the purpose of a multi-sports recreational complex, and (iv) approximately 3.8 miles of hike and bike trails. Developer shall construct the sports complex, amenity area, trail and recreational improvements in phases as subdivision platting and development of the Property progresses, and there shall be no minimum park, open space or recreational requirement in each individual subdivision phase.

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

3.03 Developer's Road Construction Obligations.

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

(b) The Parties agree that streets will be required to serve the Project. The Developer, on behalf of the District, will design, permit, and construct the streets located within the Project that are necessary to serve the Project. The District will accept the dedication of public right-of-way and the street, sidewalk and drainage improvements located therein for operation and maintenance, upon construction and dedication by the Developer. The provisions of this Section do not apply to the major arterial roadway between Carlson Lane and FM 1100.

(c) **Carlson Lane Right-of-Way Dedication.** Developer will dedicate public right-of-way to the City or County (as jointly specified by such parties) for the expansion of Carlson Lane Road along the entirety of the Property that abuts Carlson Lane Road. The right-of-way dedication shall not exceed ten-feet (10') in width, and shall be dedicated in phases as subdivision platting of the lands that contain the right-of-way area progresses.

(d) **FM 1100 Right-of-Way Dedication.** Developer will dedicate public right-of-way to TxDOT for the expansion of FM 1100 along the entirety of the Property that abuts FM 1100. The right-of-way dedication shall not exceed fifteen-feet (15'), except in areas of deceleration lanes, which may require an additional six-feet (6') in width and shall be dedicated in phases as subdivision platting of the lands that contain the right-of-way area progresses.

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

(f) The Developer shall design and construct the major arterial roadway improvements located between FM 1100 and Carlson Lane and Sharecropper Drive access to Homestead 1 to City of Elgin criteria. The City of Elgin shall inspect all infrastructure and street improvements at the time of installation. Upon completion, the City will inspect the improvements and issue a punch list, which the Developer will complete to the satisfaction of the City of Elgin. The City will accept the improvements and become responsible for maintenance of the improvements.

3.04 Swimming Pool and Recreational Amenities. As part of the Project, Developer shall fund and construct a swimming pool and recreational center amenity complex on approximately 6.4 acres of land within the Property. Construction level plans have not been drawn for this facility, but Developer anticipates the following passive and active uses as part of the private recreational facilities, which is subject to change: a fitness facility, resort-style pool with a water slide and a shallow ledge for loungers, a playscape with an overhead shade structure for the young kids, two half-court basketball courts, a zip line, a dog park and tent camping spaces along the open space trails that can be reserved by residents. Upon completion of construction, the Developer may convey the facilities to the District or to a homeowners' association for ownership, operation and maintenance. Private lands and facilities conveyed to a homeowners association do not count towards the City's parklands dedication requirement.

3.05 Master Development Fee

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

(b) **Master Development Fee Payments.** The Master Development Fee will be made in installments. After the District issues its first series of bonds, ten percent (10%) of the bond reimbursement received by Developer shall be paid to the City within ten (10) days of receipt of same. Thereafter, Developer shall continue to pay to the City ten percent (10%) of the bond reimbursement received by Developer for each

successive bond issuance. Each installment of the Master Development Fee will be paid by Developer to the City within ten (10) days of Developer's receipt of the reimbursement. Once the City has received the entire balance of the Master Development Fee, no further payments from District bond issuances of timing of payment by Developer of the Master Development Fee installments, no interest shall be due or owing on the Master Development Fee.

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

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

(a) The City will provide or contract for the provision of wholesale water utility services to the District sufficient to serve the lands uses shown on the Concept Plan, and shall specifically provide for wholesale water service to be furnished to the District as necessary to meet demands within the District as buildout progresses as designed by CBD Engineering, which calculate the line size required to serve the District as a 12". CBD's design includes the minimum rates required for purchased water systems under TCEQ rules (30 TAC §290.45(f), as amended from time to time). The rates charged by the City shall be the same as those charged by the City to other wholesale customers, and such rates may be reviewed and adjusted by the City annually, based on a cost of service study performed by the City. In any event, the Agreement does not prevent the District or its customers from appealing the water rates pursuant to 13.043, Texas Water Code.

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

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

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

(d.) Developer may pursue the installation of one (1) water well on the property to specifically be used to provide make up water the pond in the center of the property. There shall be no other potable or non-potable uses of this water.

3.07 Off-Site Water Transmission Line Improvements.

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

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

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

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

(e) Impact Fee & Tap Fee Costs.

(i) In consideration for Developer's cost participation in the payment Off-Site Water Transmission Lines as described in this Agreement, the City and Developer agree that from and after the Effective Date until the date that is five and one-half (5.5) years after the date on which

the initial final plat of a portion of the Property is approved by the City, the water impact fee and the water tap fee payable to the City for each LUE of water service to the Project will be fixed at the amounts in effect as of the date of approval of such initial final plat, or the water impact fee and/or the water tap fee in effect at the time of City approval of the final plat of the portion of the Property to which such LUEs of water service relate, whichever is less. The water impact fee paid for each new single family residential water connection to the District's water system (that is not credited) shall be due and payable to the City prior to recordation of the final subdivision plat associated with such connection. For commercial development, the water impact fee shall be paid at the time of setting the water meter when the number of LUEs for the service connection are known.

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

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

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

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

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

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

(e) Impact Fees & Tap Fees.

(i) In consideration of Developer's payment of the Capacity Payment for cost participation in the New WWTP and the Offsite Wastewater Conveyance Line as described in this Agreement, the

Developer, the District and all applicants for wastewater service within the Property shall be exempt from the payment of wastewater impact fees to the City.

3.09 On-site Wastewater Interceptor Line.

(a) The On-Site Interceptor Line as shown in **Exhibit "E-3"** is required for the City to provide wholesale wastewater services to the District. The Interceptor shall be funded and constructed by Developer on behalf of the District in accordance with plans and specifications approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) In consideration of the design, permitting and construction of the On-Site Interceptor Line, Developer will acquire on behalf of the District, and is hereby conveyed, a reservation and commitment of 909 LUEs of capacity in the Interceptor as it leaves the property. In consideration of the capacity interest and reservation, Developer may seek reimbursement from the District for the Interceptor as permitted by applicable law.

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

(d) In the event the City requires Developer to oversize any On-Site Interceptor Line or internal collection system facilities in excess of the capacity required for service to the Property, the City shall reimburse all such oversizing costs based on the incremental costs of construction of the oversized facilities relative to facilities that would be required for service to the Property only. When practicable, the oversizing costs shall be determined by alternate bidding of facilities to identify the incremental oversizing costs. The City shall reimburse the Developer for the incremental oversizing costs within thirty (30) days after acceptance by the City of the oversized facility.

WWTP #2.

(e) The Parties acknowledge that the City will be expanding its current wastewater treatment capacity by permitting and constructing a new wastewater treatment plant ("WWTP #2"). The Parties anticipate that WWTP #2 will be sized and built to dispose of 2.0MGD 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 WWTP #2 is constructed and in service that all District wastewater flow shall be

diverted by the City in a timely fashion to WWTP #2. The Parties further agree that once WWTP #2 is constructed and in operation, neither the Developer nor the District shall be responsible for the costs of modifying the City's wastewater system to divert and convey the wastewater flow generated from the Project to WWTP #2 with the exception of the Off-Site Wastewater Line Improvements.

(f) The Developer on behalf of the District will pay a pro-rata share of all costs associated with the construction of WWTP #2, Off-Site Wastewater Conveyance Line, and all related appurtenances. Provided, however that the City shall bear the responsibility of the actual design, permitting and construction of WWTP #2 and Off-Site Wastewater Conveyance Line. The City, if requested by the District or Developer, shall use its powers of eminent domain to assist the Developer and/or District in acquiring the land or easement rights necessary for the Interceptor Line.

(g) WWTP #2 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., it is estimated that the required WWTP capacity to serve the Project at full build-out will be 0.2227 MGD. The 0.2227 MGD is the pro rata share of the WWTP attributable to the Project and payable by the Developer and/or District.

(h) Off-Site Wastewater Conveyance Line Construction Costs Payment. Based on the Concept Plan and as set forth in that certain Wastewater Recommendation Memorandum by CBD (Developer's Engineer) (**Exhibit "E"**), it is estimated that the required Off-Site Wastewater Conveyance Line capacity to serve the Development at full build-out will be the equivalent of a 12-inch diameter line. The costs associated with a 12-inch line is the pro rata share of the Off-Site Wastewater Conveyance Line attributable to the Development and payable by the Developer and/or the District. The Parties agree that the total linear feet of the Off-Site Wastewater Conveyance Line for which Developer is responsible for payment of the Off-Site Wastewater Conveyance Line Construction Costs Payment shall not exceed 2,640 linear feet.

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

(j) Further expansions will occur as the need arises per TCEQ criteria for design and construction of wastewater treatment plants; specifically, the parties agree and acknowledge that they shall not be required to commence the planning, permitting, or construction of a new phase of this Project until and unless required by 30 TAC § 305.126 or other applicable TCEQ rules. The City reserves the option to design and construct WWTP #2, Off-Site Wastewater Conveyance Line Improvements, and the On-Site Interceptor Line with capacity to serve 2.0 MGD regional wastewater conveyance and treatment needs. All additional costs to construct WWTP #2 with capacity over 0.2227 MGD shall be the sole responsibility of the City. Wastewater capacity up to 0.2227 MGD in WWTP #2 will be reserved for and allocated to the District or Developer on behalf of the District.

(k) The Developer's portion of the costs for WWTP #2 and Off-Site Wastewater Conveyance Line construction shall be paid within 30 days of receiving an approved pay application from the City or as described in an escrow agreement entered into by the Developer and the City. The Developer, on behalf of

the District, shall keep an escrow account or letter of credit or other security in an amount reasonably determined by the Parties to be sufficient to guarantee payment of its pro-rata share during construction. If the Developer posts a letter of credit in an amount and from a financial institution approved by the City, then the City agrees that Developer may pay for its pro rata share of costs of WWTP #2 and Off-Site Wastewater Conveyance Line on an ongoing basis as pay applications are received by the City from the project contractor. In such an event, the City agrees to allow reduction of the amount of the letter of credit from time to time as requested by Developer such that remaining amount of the letter of credit reflects Developer's pro-rata share of the remaining costs of WWTP #2 and Off-Site Wastewater Conveyance Line.

(l) WWTP #2 Plans. WWTP #2 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 WWTP #2 (the "WWTP #2 Plans"), the City Engineer will submit a set of WWTP #2 Plans to the Developer and, if fully created at the times WWTP #2 Plans are completed, the District, for review and approval. The Developer and, if appropriate, the District agree to review WWTP #2 Plans and either approve them or provide written comments specifically identifying any required changes within thirty (30) days of receipt. If Developer or, if appropriate, the District, fails to either approve WWTP #2 Plans or provide written comments within this thirty (30)-day period, WWTP #2 Plans will be deemed approved by the party failing to respond. No changes that would adversely affect the capacity to be allocated to and reserved for Developer, on behalf of the District, may be made to WWTP #2 Plans unless the changes are submitted to Developer and, if appropriate, the District, which will have the same review and approval rights as provided above. The approval of the Developer or the District will not be unreasonably withheld. The City may make such request for reimbursement from the Developer for one-half of such cost when the plans are 50% complete and for the remainder of the cost when the plans are 100% complete.

(m) Off-Site Wastewater Conveyance Line Plans. The Off-Site Wastewater Conveyance Line will be designed by the City Engineer, or such other engineer as is selected by the City and approved by the Developer, such approval not to be unreasonably withheld, conditioned, or delayed. Upon completion of the preliminary plans and specifications for the Off-Site Wastewater Conveyance Lien (the "Off-Site Wastewater Conveyance Line Plans"), the City Engineer will submit a set of the Off-Site Wastewater Conveyance Line Plans to the Developer and, if fully created at the times the Off-Site Wastewater Conveyance Line Plans are completed, the District, for review and approval. The Developer and, if appropriate, the District agree to review the Off-Site Wastewater Conveyance Line Plans and either approve them or provide written comments specifically identifying any required changes within thirty (30) days of receipt. If Developer or, if appropriate, the District, fails to either approve the Off-Site Wastewater Conveyance Line Plans or provide written comments within this thirty (30) day period, the Off-Site Conveyance Line Plans will be deemed approved by the party failing to respond. No changes what would adversely affect the capacity to be allocated to and reserved for Developer, on behalf of the District, may be made to the Off-Site Wastewater Conveyance Line Plans unless the changes are submitted to Developer and, if appropriate, the District, which will have the same review and approval rights as provided above. The approval of the Developer or the District will not be unreasonably withheld. The City may make such request for reimbursement from the Developer for one-half of such cost of the design when the plans are 50% complete and for the remainder of the cost when the plans are 100% complete.

(n) Commencement of Construction on WWTP #2. The City will proceed with the design of, easement acquisition for, wastewater permit acquisition and construction of WWTP #2 no later than when the District or Developer on behalf of the District awards a construction contract for initial phase of development improvements in the Project. The City acknowledges that the Developer is relying on the permanent New

WWTP being available to the Property and any delays in completion of WWTP #2 shall not alter the City's obligation to furnish wholesale wastewater service to the District.

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

(p) Bidding and Contract Awards. The contract for construction of WWTP #2 and Off-Site Wastewater Conveyance Line will be advertised for bid by the City in accordance with all applicable legal requirements, including Chapter 252, Texas Local Government Code and awarded by the City to any responsible person or persons that, in the City's judgment, will be most advantageous to the District and result in the best and most economical completion of the District's proposed plants, improvements, facilities, works, equipment, and appliances. The City agrees also to follow the TCEQ bidding procedures applicable to Conservation and Reclamation Districts, including Texas Water Code Chapter 49, Subchapter I, and all other applicable regulations such that the Developer's rights to reimbursement through the District remain intact.

(q) Construction. WWTP #2 and Off-Site Wastewater Conveyance Line will be constructed in a good and workmanlike manner, and all material used in such construction will be substantially free from defects and fit for its intended purpose. The Developer or the District may, at its own expense, inspect the construction at any time or phase during the construction.

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

(s) Ownership of Facilities. Upon completion, WWTP #2 and Off-Site Wastewater Conveyance Line shall be owned by the City. However, 0.2227 MGD of capacity in WWTP #2 and the equivalent capacity of a 12-inch line will be owned by District or Developer, on behalf of the District, and capacity sufficient to serve the Project shall be irrevocably and permanently reserved for and committed to the Developer, on behalf of the District. The Developer may, at any time, transfer such capacity to the District or to any subsidiary, parent company, or other affiliate of the Developer upon written notice to the City. The Developer or District may transfer such capacity to an unaffiliated third-party transferee with the consent of the City, which consent may not be unreasonably withheld, conditioned, or delayed.

(t) City Pass Through Use of Wastewater Mains. The wastewater mains within the District are currently designed for the maximum capacity needs of only the Property. The City shall have the right to request that the wastewater mains within the District be oversized to allow the City to serve its customers outside of the District, so long as such oversizing does not negatively impact the Developer's construction schedule or interfere with the capacity guaranteed to the District. In such case, the City shall be solely responsible for the costs of all oversizing, which costs shall be clearly calculated separate from the costs of sizing the lines for the District's needs, so as to not interfere with any reimbursements which may be due to the Developer for the construction of District improvements. The City shall reimburse the oversizing costs within 30 days of final completion and acceptance of the oversized facilities. Further, in the event of any oversizing, the City shall be responsible for metering the flows received from City customers and subtracting such flows from flows received into the downstream City system from the District. The costs

of installation, maintenance, monitoring, servicing, and upgrading any meters to measure the flow of City customers shall be borne by the City. The Developer shall have the right to inspect such meters or to use its own metering equipment to verify the flow from City customers at any time.

IV. CONCEPT PLAN

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

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

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

4.04 Development Review and Approval; Moratorium.

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

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

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

V. DEVELOPMENT MATTERS

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

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

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

VI. WATER AND WASTEWATER SERVICES

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

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

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

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

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

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

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

6.03 Water CCN. The Parties acknowledge that the Property is currently located within the Aqua Water CCN. Developer or the District shall pay all costs and expenses required to remove the Property from the Aqua Water CCN, including the CCN Release Fee and the costs of any petition or request filed with the Public Utility Commission of Texas to remove the Property from the Aqua Water CCN. The amount of the CCN Release Fee total shall be \$1,219,238.28 (or \$4,485 per acre), or such other sum agreed upon by Aqua. Subject to payment of the CCN Release Fee by Developer or District, the City agrees to fully cooperate with Developer and the District to cause decertification of the Property from the Aqua Water CCN. The Developer, at the time of final plat, shall pay the City of Elgin \$4,485 per acre for the area within the final plat for areas outside the previously agreed upon acreage outside "Eagles Landing Phase 5" (237.128-acres) and \$3,900 per acre for the area within the final plat for areas within the previously agreed upon acreage "Eagles Landing Phase 5" (34.72-acres).

6.04 Aqua Concessions. The Developer, on behalf of the District and at the Developer's sole expense, shall grant Aqua a new 20 foot wide dedicated easement along the length of property fronting FM 1100; shall grant Aqua a new 20 foot wide dedicated easement along the length of the western most property line of the development; dedicate a future tank site to Aqua at the southwestern most corner of the development along the frontage of FM 1100 no smaller than 1 acre and no greater than 1.5 acres, all of which are shown in **Exhibit "E-5"** attached hereto; Developer shall pay for any abandoned Aqua assets that are within the property boundaries (approximately 1,000 linear feet of 2" water line and two (2) customer meters bisection Parcel 477403) which the development will absorb. In addition, all site plans shall be provided to Aqua for review and approval, Developer shall provide encasements underneath proposed driveways/roadways within the granted easements. Prior to preliminary plat submittal, Aqua shall be notified sixty (60) days in advance for the opportunity to locate its assets at its own cost to confirm no other conflicts exist.

6.05 Design and Construction of On-Site Facilities. The Developer, on behalf of the District and at Developer's sole expense, shall construct all On-Site Facilities that are necessary and required to serve the Property, including the water distribution system improvements; wastewater collection system improvements; all of which such improvements shall be located within designated easements or rights of

way. The On-Site Facilities will be designed and constructed in accordance with the Applicable Rules in effect as of the Effective Date of this Agreement and the Water and Wastewater Services Agreement. Neither Developer nor the District will be required to pay for or construct any improvements to the City's existing utility systems or other off-site improvements required to serve the Property except as provided for in this Agreement and the Wholesale Water and Wastewater Services Agreements.

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

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

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

6.07 Water Impact Fees.

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

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

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

6.09 Off-Site Real Property Acquisition. If Developer is unable to acquire any real property interests located outside the boundaries of the Property required for any water or wastewater facilities after using good faith efforts to do so and after providing the City with written notice, the City shall acquire the off-site real property interests, using its powers of eminent domain if necessary, at Developer's sole cost and expense; subject to the terms and conditions set forth herein. In connection therewith, the City agrees to use good faith efforts to acquire interim possession and use rights that allow Developer to access the properties and proceed with construction of the off-site water and/or wastewater facilities. Within sixty (60) business days after receipt of the written request from Developer requesting that the City acquire the off-site real property interests, documenting its good faith efforts to secure the real property interests (including but not limited to offers, counteroffers, positions of the parties, valuation documentation, etc.),

and confirming its intent to construct the facilities, the City shall provide a preliminary written estimate to Developer of projected costs and expenses related to acquisition of the off-site real property interests. Developer shall provide payment in the full amount of the written estimate to the City within thirty (30) days after receipt of the written estimate. Developer shall pay all costs and expenses incurred by the City relating to the acquisition of the off-site real property interests, including, without limitation, costs of negotiating easements with landowners, preparation of easement instruments and surveys, payment of a negotiated sum for purchase of an easement, and purchase or condemnation costs incurred by the City, including any litigation related thereto (including legal fees, witness costs, and court costs). In the event that the actual costs of easement acquisition exceed the original estimate, Developer shall provide payment of the additional amount within thirty (30) days of receipt of a written request for payment from the City. In the event that the actual costs of easement acquisition are less than this sum, the City shall promptly refund the excess amount to Developer.

VII. PARKLAND, PUBLIC SAFETY SERVICES

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

7.02 Multi-Sport Recreational Complex. As part of the project, the Developer shall set aside and dedicate lands within the Property for a multi sports recreational complex (the "Complex") as depicted in the Concept Plan. The Complex will be included in the phasing provisions found in Section 4.03 of this Agreement. An opinion of probable cost ("OPC") from a licensed Design/Build Architect/Planner is attached as **Exhibit "I"**. The Developer will design, bid and construct the improvements associated with the Sports Complex based on the OPC but not to exceed the OPC by 10% and will Deed the Complex to the City once completed. The Complex will be completed during Phase 4 of the Project and will be complete within 120 days of the City's acceptance of the Phase 4 improvements. Further, Developer will not be required to incur costs greater than 110% of the OPC for completion of the Complex. If the plans for the Complex exceed such amount, then Developer may adjust the plans to adhere to such amount.

7.03 Public Safety Services Site. Developer agrees to dedicate to the City a public safety services site of ~1.6 acres in size, as generally depicted on the Concept Plan (the "Public Safety Services Site"). Developer will, at the time of final platting the phase of the Project within which the Public Safety Services Site is located, convey the Public Safety Services Site to the City by warranty deed, at no cost to the City. The City shall not sell or convey the Public Safety Services Site to any third party, other than to an emergency services district or other public safety services entity. Further, the Public Safety Services Site shall only be used for the construction and operation of an emergency services station or similar facility.

The City hereby agrees, and the warranty deed to the City shall state, that ownership of the Public Safety Services Site shall revert to Developer in the event that the City or a permitted successor-in-interest has not constructed and commenced operation of an emergency services station or similar facility within five (5) years of the date of conveyance from Developer to the City pursuant to this provision.

VIII. LIMITED PURPOSE ANNEXATION

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

IX. AUTHORITY AND VESTING OF RIGHTS.

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

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

X. TERM, TERMINATION, AMENDMENT

10.01 Term. The term of this Agreement will commence on the Effective Date and continue for twenty (20) years thereafter, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City and Developer. Upon the expiration of twenty (20) years, this Agreement shall automatically renew for a term of fifteen (15) additional years, then again for a term of ten (10) additional years unless, so long as neither party to this Agreement is in material default under

this Agreement and unless, prior to the expiration of the then-current term, Developer gives City written notice of its intent not to extend this Agreement.

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

10.03 Assignment.

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

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

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

10.04 Cooperation; Approvals.

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

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

10.05 Remedies for Default.

(a) If the City defaults under this Agreement, Developer may enforce the Agreement by seeking damages and/or a writ of mandamus from any court of appropriate jurisdiction, or may give notice setting forth the event of default ("Notice") to the City. If the City fails to cure any default that can be cured by the payment of money ("Monetary Default") within 45 days from the date the City receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, Developer may

terminate this Agreement as to all of the Property owned by Developer, or as to the portion of the Property affected by the defaults; however, any such remedy will not revoke the City's consent to the creation of the District.

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

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

XI. GENERAL PROVISIONS

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

ELGIN:

City of Elgin
P.O. Box 591
Elgin, Texas 78621
Attn: City Manager
E-mail:citymanager@elgintexas.gov

With required Copy to:

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

DEVELOPER:

Qualico Developments (U.S.), Inc.
14400 The Lakes Blvd., Suite 200
Pflugerville, Texas, 78660

Attn: Kevin Fleming
E-mail: kevin.fleming@qualico.com

With Copy To:

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

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

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

11.03 Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement will not be affected, and in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

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

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

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

11.06 Exhibits, Headings, Construction, and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or any consistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

11.07 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays. However, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

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

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

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

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

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

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

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

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

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

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

Exhibit A -	Description of Property
Exhibit B -	Form of District Joinder Agreement
Exhibit C -	Concept Plan
Exhibit D -	Eagles Landing Description
Exhibit E -	Wastewater Recommendation Memorandum
Exhibit E-1-	Offsite Water Exhibit
Exhibit E-2 -	City of Elgin – Wastewater Treatment Plant No. 2 Report by TRC dated September 7, 2022
Exhibit E-3 -	On-Site Interceptor Line
Exhibit E-4	Aqua EST Site and Easements
Exhibit F -	Form of Consent Resolution
Exhibit G -	Variances to City Development Code
Exhibit H -	Parks Plan

Exhibit I - Sports Complex Site Plan & OPC
Exhibit J - Signage Plan
Exhibit K - N/S Arterial Street Cross Sections

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:

Jeanette Stills
City Secretary

CITY OF ELGIN:

By: *[Signature]*
Printed Name: Thomas L. Mattis
Title: City Manager
Date: 5/9/2024

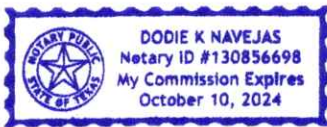
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF Bastrop §

This instrument was acknowledged before me on the 9th day of May,
2024, by Thomas L. Mattis, City Manager of the
City of Elgin, on behalf of said municipality.

(Seal and Expiration)

[Signature]
Notary Public, State of Texas



DEVELOPER:

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

By: *LaNelle Deardorf*

Printed Name: LaNelle Deardorf - Vice President

Title: _____

Date: 4/22/2024

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 22ND day of April, 2024, by LaNelle Deardorf, VICE PRESIDENT of QUALICO DEVELOPMENTS (U.S), INC., a Delaware corporation.

(Seal and Expiration)



Olga M Reagor
Notary Public, State of Texas

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

**EXHIBIT "B" TO CONSENT AND DEVELOPMENT AGREEMENT
FORM OF JOINDER AGREEMENT**

JOINDER AGREEMENT

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

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

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

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

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

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

TRIADA MUNICIPAL UTILITY DISTRICT

By: _____

Name Printed: _____

Title: _____

Secretary

EXHIBIT "C" TO CONSENT AND DEVELOPMENT AGREEMENT

CONCEPT PLAN





SEC Planning, LLC
 Land Planning • Land Use & Site Design • Community Development
 1001 N. Main St., Suite 100
 Elgin, Texas 75840
 Phone: 940.241.1111 • Email: info@secplanning.com

SHEET 1
TRIADA
 ELGIN, TEXAS

North
Scale 1" = 100'
Date: April 02, 2024

This drawing is a conceptual plan only and does not constitute a final design. All map data should be considered as preliminary, a record of no finality, and subject to change. This map plan is prepared in nature and does not represent any regulatory approval. Plans is subject to change.



SEC Planning, LLC
 Land Planning • Landscape Architecture • Community Consulting
 4517 N. 15th
 Suite 100, Elgin, TX 78020
 Phone: (281) 220-1111 • Email: info@secplanning.com

SHEET 2
TRIADA
 ELGIN, TEXAS

North
 Scale: 1" = 100'
 Date: April 02, 2024

Plans are prepared based on best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plans are subject to change.



S&C Planning, LLC
 Land Planning • Land Use • Urban Form • Community Involvement
 10101 E. 11th St.
 Suite 100
 Irving, TX 75039
 (972) 251-1111
 www.sandcplanning.com

SHEET 3
TRIADA
 ELGIN, TEXAS

 **North**
 Scale: 1" = 100'
 Date: April 02, 2024

Base mapping courtesy of Texas A&M University. All map data should be considered as preliminary in-kind of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

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

**EXHIBIT “E” TO CONSENT AND DEVELOPMENT AGREEMENT
WASTEWATER RECOMMENDATION MEMORANDUM**

**EXHIBIT “E-1” TO CONSENT AND DEVELOPMENT AGREEMENT
OFFSITE WATER EXHIBIT**

**EXHIBIT “E-2” TO CONSENT AND DEVELOPMENT AGREEMENT
CITY OF ELGIN WASTEWATER TREATMENT PLANT NO.2 REPORT BY TRC
DATED SEPTEMBER 7, 2022**

**EXHIBIT “E-3” TO CONSENT AND DEVELOPMENT AGREEMENT
ON-SITE INTERCEPTOR LINE**

**EXHIBIT “E-4” TO CONSENT AND DEVELOPMENT AGREEMENT
AQUA EST SITE AND EASEMENTS**

RESOLUTION NO. 2024-05-07-48

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS
CONSENTING TO THE INCLUSION OF LAND WITHIN
TRIADA MUNICIPAL UTILITY DISTRICT AND MAKING
CERTAIN FINDINGS RELATED THERETO**

WHEREAS, the City of Elgin (“City”) has received a request for its consent to the inclusion of the tract(s) of real property encompassing approximately 271.82 acres being more particularly described in **Exhibit “A”** attached hereto (the “Property”), into the boundaries of a proposed district to be named **Triada Municipal Utility District (MUD)** or some other name permitted or required by law (the “District”); and,

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

WHEREAS, all of the Property is located within the ETJ of the City; and,

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

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, 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.

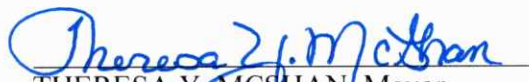
Section 2. Consent. The City Council hereby grants its consent to the inclusion of the Property within the District and to the acquisition of road powers by the District.

Section 3. Rights and Powers. 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.

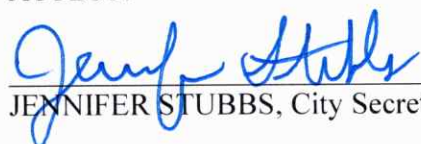
Section 4. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the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

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

PASSED AND ADOPTED this 7th day of May, 2024


THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:


JENNIFER STUBBS, City Secretary



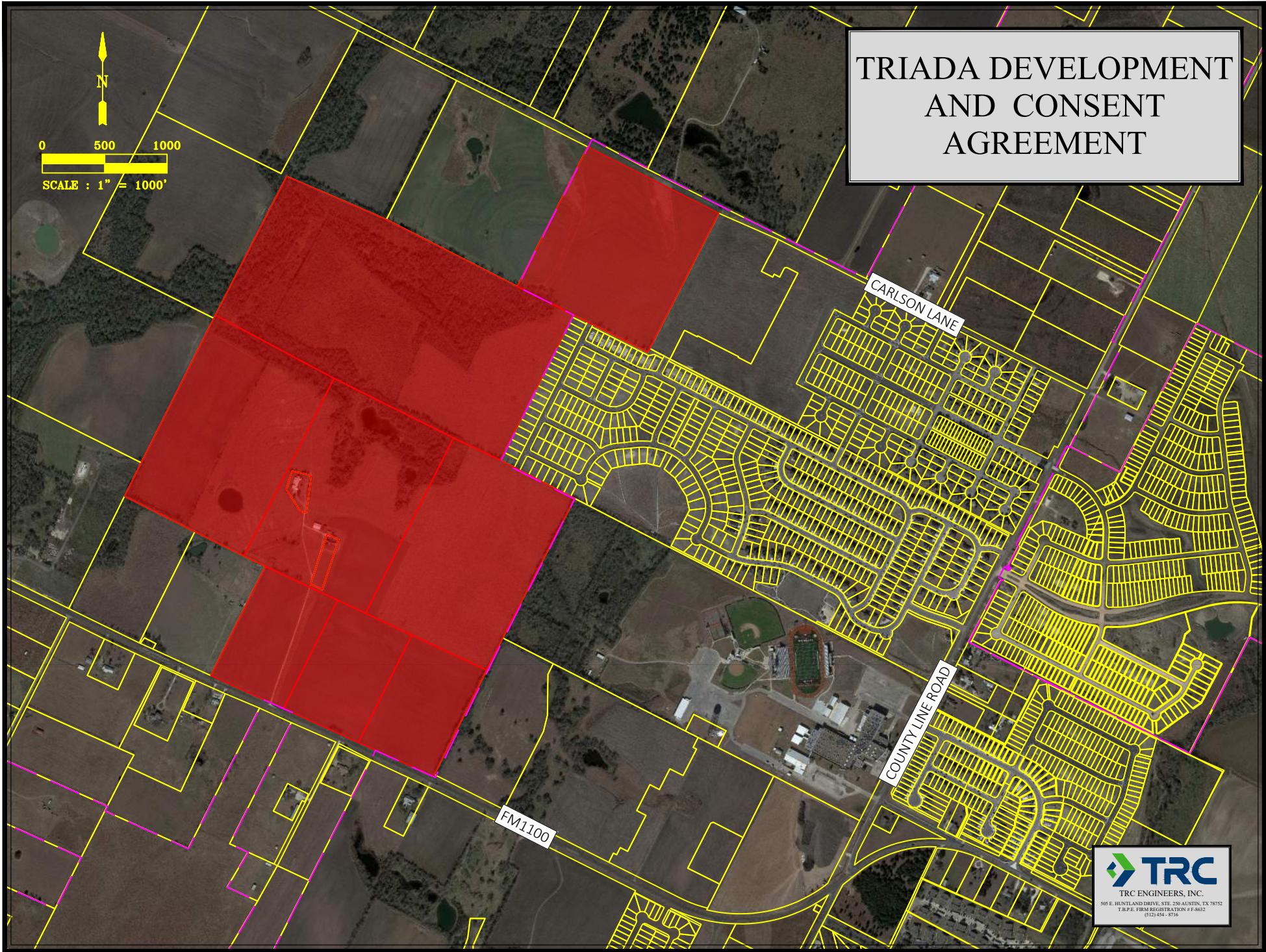


Exhibit "A" to Consent Resolution

Description of Property

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

For the avoidance of doubt, the City acknowledges and agrees that the Property is located within the City's extraterritorial jurisdiction and the Development will be subject only to City ordinances that apply to construction and operation of single-family residential subdivisions located within the City's extraterritorial jurisdiction, which, as of the Effective Date, are Chapter 32 of the City's Code of Ordinances (Signs) and Chapter 36 of the City's Code of Ordinances (Subdivision) (together, the "Applicable Ordinances").

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

1. Chapter 32 of the Applicable Ordinances shall not apply to the display of model home, builder lot/home sale, and builder directional signs in the Development. Builders are permitted to provide: model home signs on a temporary basis, within the property lines of said homes; builder lot/home sale signs located within property lines on applicable lots, which may use the words "available" or "sold"; and a maximum of ten (10) builder directional signs, provided such signs will not obstruct views around corners or at intersections. Directional kiosk signs are permitted outside the ROW to direct traffic to builder model homes and community amenities.
2. Sec. 32-103(5)c. Flagpole at the entrance off of FMI 100 shall not exceed 80 feet in height.
3. Sec. 36-29(h) - The Concept Plan shall expire upon termination of this Agreement.
4. Sec. 36-30(g) - A preliminary plat shall expire 7 years after the date of approval unless extended by Agreement of the City and the Developer or provided that all sections of the preliminary plat have been final-platted.
5. Sec. 36-31 - A final plat shall expire 3 years after the date of approval if construction of the subdivision improvements for the final plat have not commenced within such time period. Once construction of the subdivision improvements commences, they must be completed prior to expiration of the construction plans or the final plat and construction plans will expire.

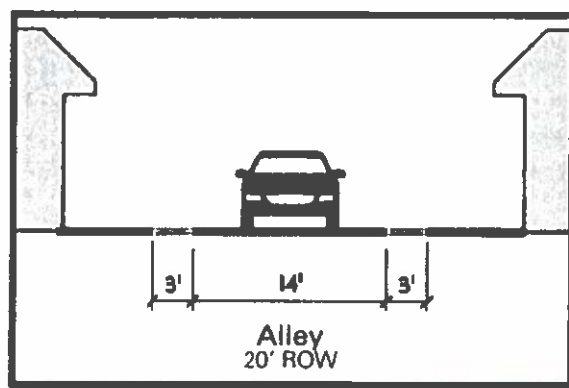
6. Sec. 36-56 - Due to the prior agricultural use of and the lack of trees on the Property, no tree preservation plan shall be required for the Development, no actions or approvals from the City will be required relating to the removal of trees on the Property, and no tree mitigation will be required on the Property.

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

8. Sec 36-60(d)(1) – Postal Delivery Service – Standards for USPS CBU delivery locations shall conform to U.S. Postal Service, National Delivery Planning Standards, Handbook PO-632, July 2020, which does not require designated on-street or off-street parking.

9. Sec. 36-78(d) – Local-arterial access prohibited, exceptions – Local Streets that intersect an Arterial Street must connect with a Collector Street profile, which tapers back to a Local Street at 100' from the intersection, per the Concept Plan, allowing for full left turn ability.

10. Sec 36-79 – Alleys within the Development shall be: (i) exempt from all design criteria; (ii) public or private, at Developers election; (iii) constructed without curb and gutter of either asphalt or concrete, at Developers election; and (iv) a minimum of fourteen feet (14') in width for one way alleys and twenty feet (20') in width for two-way alleys



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

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

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

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

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

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

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

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

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

20. Sec. 36-366 - To the extent that the terms and provisions of Sec. 36-366 of the Applicable Ordinances and the terms and provisions of 30 Texas Administrative Code Chapter 217 conflict, the terms and provisions of 30 Texas Administrative Code Chapter

217 shall prevail and apply to the sanitary sewer system designed, permitted and constructed to serve the Development, within the boundaries of this district only.

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

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

23. Section 46-303(6) Impervious Cover – Main and accessory buildings shall not cover more than 60 percent of any lot area. On 35' wide lots, main and accessory buildings shall not cover more than 65 percent of the lot area. This must be shown in the drainage report(s) design for all drainage system designs. In addition, this must be listed on each Final Plat for the development.

Single Family Residential Lot Design Standards

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

1. Alley Load A

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

2. Alley Load B

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

3. Front Load A

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

4. Front Load B

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

5. Front Load C

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

1. Residential minimum lot widths shall be measured from the front setback building line as established above.

2. Building height shall be measured as the vertical distance from the front door threshold to the highest point of the roof and no more than thirty-five feet (35').

Table F.1 Residential Development Standards					
	Alley Load A***	Front Load A*	Alley Load B***	Front Load B*	Front Load C*
Lot Minimum - Width	35 ft.	40 ft.	45 ft.	45 ft.	50 ft.
Lot Minimum - Depth	100	110	100	110	110
Impervious Cover %	65%	60%	60%	60%	60%
Setbacks:					
Front	15 ft.	15 ft.	15 ft.	20 ft.	20 ft.
Rear	5 ft.	5 ft.	5 ft.	15 ft.	15 ft.
Side - 1-Story	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
Side - 2-Story	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
Corner Side	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.
Building Height	35 ft.	35 ft.	35 ft.	35 ft.	35 ft.
Minimum Lot Area	3,500 sf.**	4,400 sf.**	4,500 sf.**	4,950 sf.**	5,500 sf.**

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

** per Lot

*** 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.

Roadway Standards

1. The N/S Arterial Street, as depicted on the Concept Plan shall be designed as a Major Arterial Street per City of Elgin Standards and as approved by the City of Elgin. It shall be consistent and in alignment with the N/S Arterial Street south of FM 1100.
2. Minor Streets with a ROW width of less than 100 ft. will not be designed with increased right- of-way on either side of any intersection with Arterial Streets and Collector Streets or Local Streets.
3. The N/S Arterial Street and Collector Streets may be designed with landscaped medians as shown on the Concept Plan to improve aesthetic quality and preserve trees consistent with the Typical Cross Section as shown below in Exhibit "K".

4. Local Streets may be designed with a 6-inch rollover curb consistent with the Typical Cross Section shown in **Exhibit “K”**.
5. Cul-de-sac maximum length shall not exceed 800 ft. measured from center of turnaround to centerline of connecting road. A maximum of thirty (30) units shall be serviced from each cul-de-sac. The City approves cul-de-sac lengths that exceed the criteria for cul-de-sac lengths and serviced units stated above when the land serviced by the cul-de-sac is restricted by creeks, natural drainageways, steep topography and external property boundaries. In such cases, the maximum number of units served shall still not exceed thirty (30) units.
6. Connectivity and termination points of Alleys shown in the Concept Plan shall be deemed as sufficient.
7. Street sidewalks and trails along streets may meander outside the right-of-way in response to grading, existing trees or to create landscape planting areas along roadways. If sidewalks are not located within the right-of-way, an easement shall be created to accommodate the sidewalks.
9. Sidewalks in front of residential lots will be installed during the installation of the residential landscape on said residential lot.
10. Sidewalks along roadways in which there is not a residential lot shown on the Concept Plan shall be constructed during installation of associated landscaping. Said sidewalks and landscaping shall be installed along roadways within three years of construction of said roadway.

Drainage and Grading

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

Signage

A Master Sign Plan has been prepared and is attached as Exhibit “J” to the Triada Development Agreement. If there is a conflict between Exhibit “J” and Section 32 of the REVISED CODE OF ORDINANCES, City of Elgin, Texas, 2013, Exhibit “J” shall prevail.

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

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

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

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

1. Community Signs

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

2. Neighborhood Signs

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

3. Facility Sign

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

4. Special Signs

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

Sign Lighting

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

1. Illumination shall be shielded so there is no glare in the public right-of-way and adjacent properties
2. Illumination may include lighted cabinet, halo lighting, wall wash up-lighting.

landscape up-lighting, and under cap lighting.

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

EXHIBIT "H" TO CONSENT AND DEVELOPMENT AGREEMENT PARKS PLAN



SEC Planning, LLC
Land Planning • Landscape Architecture • Community Branding
AUSTIN, TEXAS
737.444.1111
www.secplanning.com

EXHIBIT "H" PARKS PLAN
TRIADA
ELGIN, TEXAS

0 300 600 1,200
NORTH
Scale: 1" = 600'
Date: February 22, 2024
SHEET 1 OF 1
Basis: Mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

**EXHIBIT "I" TO CONSENT AND DEVELOPMENT AGREEMENT
SPORTS COMPLEX & OPC**



SEC Planning, LLC

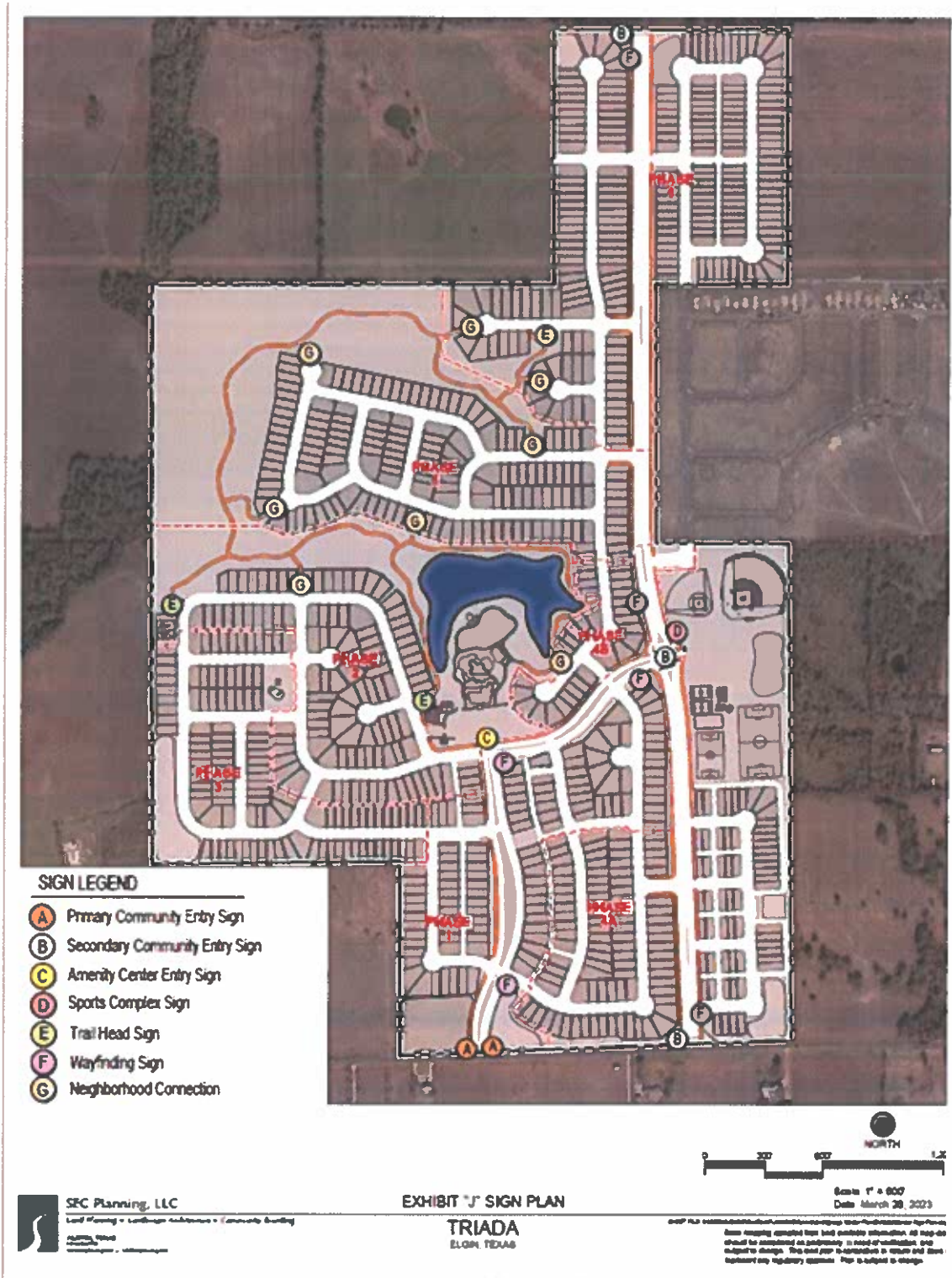
Nelle Ranch Sporting Complex
Cost Estimate
Tuesday, April 9, 2024
Elgin, Texas

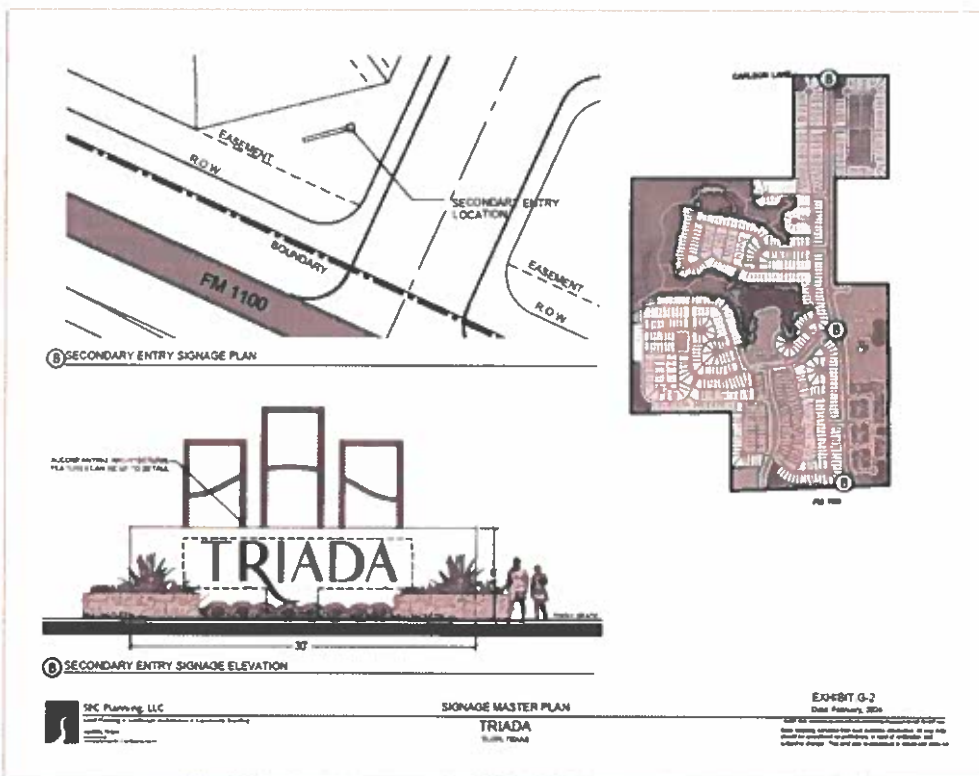
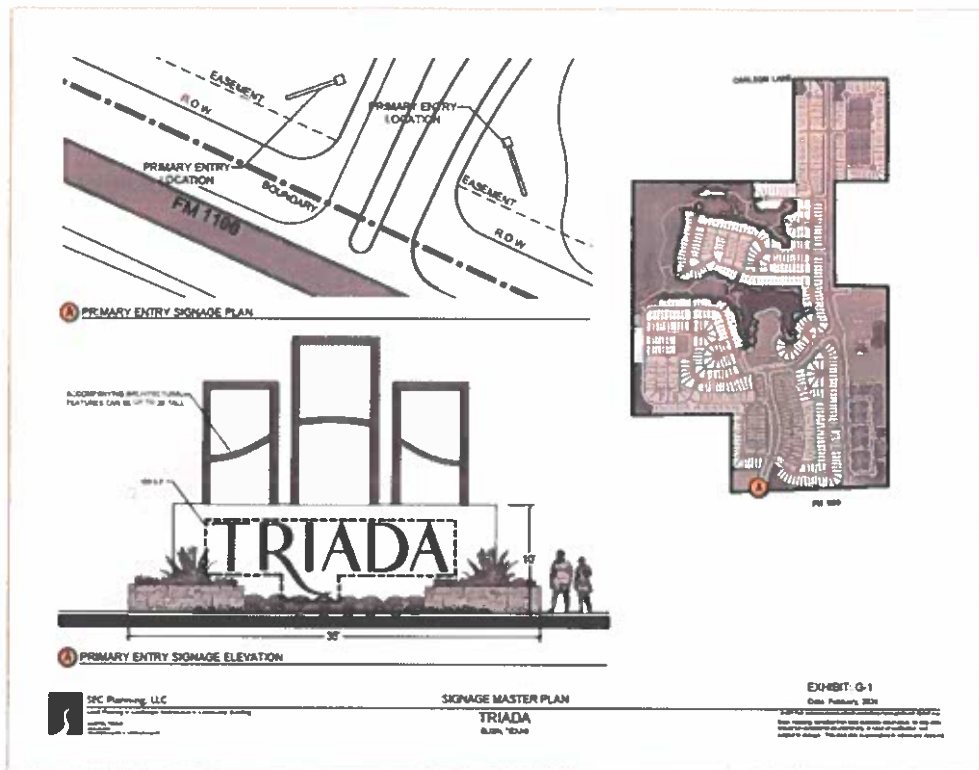
Category	Quantity	Unit	Cost	Total
A LITTLE LEAGUE BASEBALL FIELD (200' FIELD)				
Hardscape				
Outfield Fencing Chain link kit w/ cap (8' Height x 400' Length)	400	LF	\$ 18.00	\$ 7,200.00
Backstop Fencing Chain link kit (16' Height x 15' wide w/ 12' wings)	1	EA	\$ 8,000.00	\$ 8,000.00
Sideline Fencing Chain link kit (6' Height x 430' Length)	400	LF	\$ 20.00	\$ 8,000.00
Dugout Fencing	100	LF	\$ 18.00	\$ 1,800.00
Dugout Seating (21" in ground)	2	EA	\$ 1,500.00	\$ 3,000.00
Foul poles	2	EA	\$ 1,500.00	\$ 3,000.00
Metal Bleachers	2	EA	\$ 10,000.00	\$ 20,000.00
Score Board	1	L.S.	\$ 10,000.00	\$ 10,000.00
Landscape				
Earthwork and Site Grading (41,300 SF) - mixed Dm	4,600	SY	\$ 3.50	\$ 16,100.00
Sodded and permanently irrigated (41,300 SF per field. 1 total)	41,300	SF	\$ 2.00	\$ 82,600.00
SUBTOTAL				\$ 168,700.00
B 12U BASEBALL FIELD (266' FIELD)				
Hardscape				
Outfield Fencing Chain link kit w/ cap (8' Height x 550' Length)	550	LF	\$ 18.00	\$ 9,900.00
Backstop Fencing Chain link kit (20' Height x 20' wide w/ 20' wings)	1	EA	\$ 14,000.00	\$ 14,000.00
Sideline Fencing Chain link kit (8' Height x 430' Length)	400	LF	\$ 25.00	\$ 10,000.00
Dugout Fencing	100	LF	\$ 18.00	\$ 1,800.00
Dugout Seating (21" in ground)	2	EA	\$ 1,500.00	\$ 3,000.00
Foul poles	2	EA	\$ 1,500.00	\$ 3,000.00
Metal Bleachers	2	EA	\$ 10,000.00	\$ 20,000.00
Score Board	1	L.S.	\$ 10,000.00	\$ 10,000.00
Landscape				
Earthwork and Site Grading (92,250 SF) - mixed Dm	10,250	SY	\$ 3.50	\$ 35,875.00
Sodded and permanently irrigated (92,250 SF per field. 1 total)	92,250	SF	\$ 2.00	\$ 184,500.00
SUBTOTAL				\$ 292,875.00
C Parking Lot				
210 Space Lot (9x18 stalls)	73.100	SF	\$ 11.00	\$ 804,100.00
6" Curb	2.650	LF	\$ 18.00	\$ 47,700.00
SUBTOTAL				\$ 851,800.00
D Restroom/Concessions building				
45'x40' restroom/concessions building (11,000 s.f.)	1.800	SF	\$ 300.00	\$ 540,000.00
24' x 36' Covered Patio Pavilion	864	SF	\$ 150.00	\$ 129,600.00
SUBTOTAL				\$ 669,600.00
E Playground				
Playground Structure (2-12 year old) (including installation, freight)	1	LS	\$ 75,000.00	\$ 75,000.00
Seatings	1	LS	\$ 15,000.00	\$ 15,000.00
Engineered wood fiber	3,500	SF	\$ 2.50	\$ 8,750.00
Play Curb and Ramp	250	LF	\$ 18.00	\$ 4,500.00
Playground Drainage (per site conditions, daylight to drain)	1	LS	\$ 3,000.00	\$ 3,000.00
SUBTOTAL				\$ 106,250.00
F (2) Two 8U Soccer Fields				
Hardscape				
Soccer goals, portable NCAA regulation soccer goals - Aluminum with end frames - 4' Ht x 6' Wide per set. Included: nets and anchors and freight	2	FIELDS	\$ 5,000.00	\$ 10,000.00
Metal Bleachers	2	EA	\$ 10,000.00	\$ 20,000.00
Landscape				
Earthwork and Site Grading (16,000 SF for 1 soccer field x 2 fields= 12,000 SF)	1,333	SY	\$ 2.50	\$ 3,332.50
Soccer fields - each field measures 60' x 100' - sodded and permanently irrigated (6,000 SF per field. 2 total)	12,000	SF	\$ 2.00	\$ 24,000.00

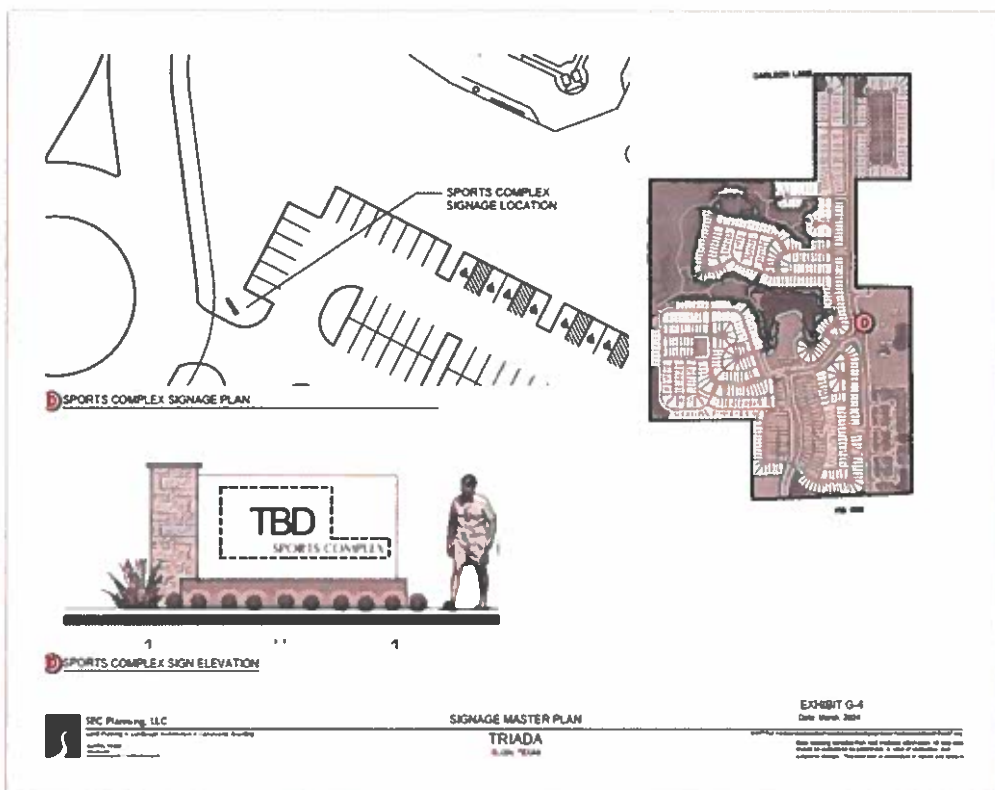
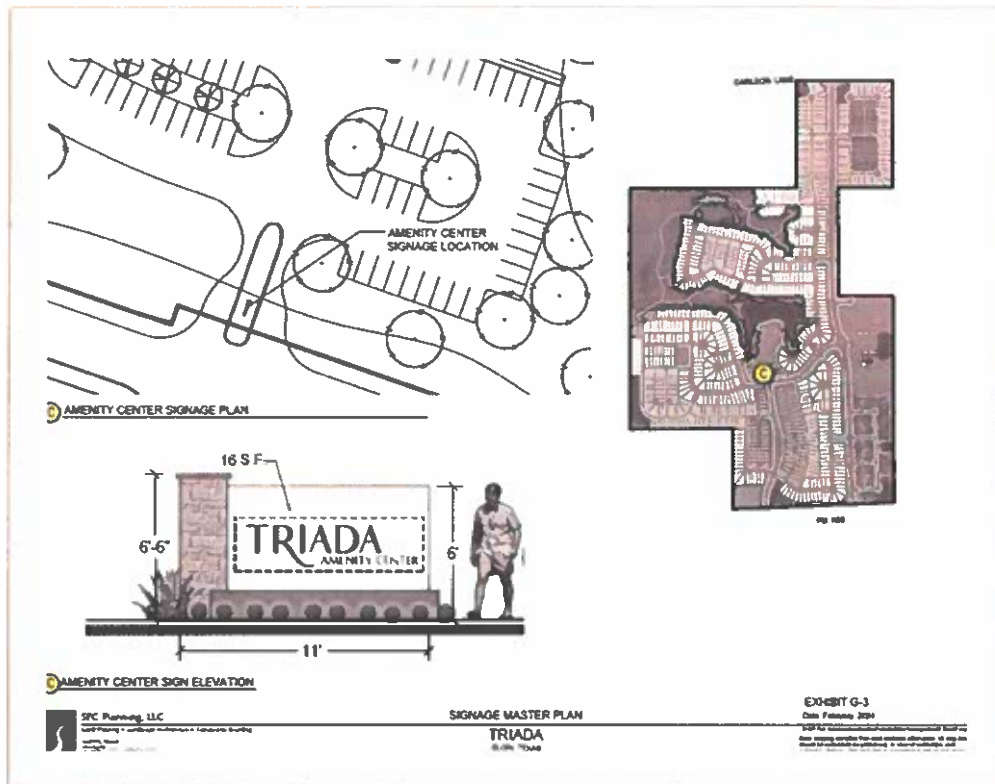
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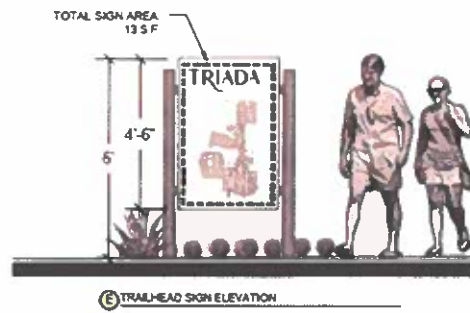
				Subtotal	\$	67,822.60
G 12U Soccer Field						
Hardscape						
Soccer goals, portable NCAA regulation soccer goals - Aluminum with end frames - 8' Ht x 34' Wide per set. Included: nets and anchors and freight	1	FIELDS	\$	11,300.00	\$	11,300.00
Landscape						
Earthwork and Site Grading (31,250 SF for 1 soccer field)	3.450	SY	\$	2.50	\$	8,625.00
Soccer fields - each field measures 135' x 230' - sodded and permanently irrigated (69,330 SF per field. 1 total)	31.250	SF	\$	2.00	\$	62,530.00
				Subtotal	\$	82,455.00
H Adult Multi-Purpose Field						
Hardscape						
Football Goal Posts	1	Fields	\$	15,300.00	\$	15,300.00
Soccer goals, portable NCAA regulation soccer goals - Aluminum with end frames - 8' Ht x 34' Wide per set. Included: nets and anchors and freight	1	Fields	\$	11,300.00	\$	11,300.00
Landscape						
Earthwork and Site Grading 75,600 SF for 1 soccer field	8.400	SY	\$	2.50	\$	21,000.00
Multi-Purpose Field - each field measures 367' x 210' - sodded and permanently irrigated (75,600 SF per field. 1 total)	69.300	SF	\$	2.00	\$	138,600.00
				Subtotal	\$	166,000.00
I Site Hardscape/Lighting/Landscape						
Hardscape						
6" Walks	2,600	LF	\$	18.00	\$	46,800.00
6" Decomposed Granite Bike Trail	126	CY	\$	95.00	\$	11,970.00
(6" Concrete Bike Trail 1,700 LF x \$19.00 = \$32,300.00)						
Site Furniture (benches/trash/water fountains, etc.)	1	LS	\$	25,000.00	\$	25,000.00
Bike Racks	2	EA	\$	1,000.00	\$	2,000.00
Lighting at Park						
Musco Lighting - Includes 20 poles for all fields. Material and installation with similar MID product. Power available within 100' from fields. Product can be added to the same remote control and monitoring system existing on site. 10 year labor warranty. (MEP and electrical connections not included)	1	Allowance	\$	1,000,000.00	\$	1,000,000.00
Landscape						
Seeding/Revegetation of remainder of parkland	352,000	SF	\$	1.00	\$	352,000.00
Shade Trees (per plan)	100	EA	\$	750.00	\$	75,000.00
Ornamental Trees (per plan)	100	EA	\$	450.00	\$	45,000.00
				Subtotal	\$	1,667,770.00
J Batting Cages - total of \$						
Macdon Engineering Batting Cage System for 3 batting cages (12' H x 14' W x 70' L - includes backdrop, hanging cords, ball cap, pitching platform, nylon batter's box, batting cage turf netting and shipping for equipment)						
Batters box concrete pad	312	SF	\$	12.00	\$	3,744.00
1' wide cage separation curb	504	SF	\$	15.00	\$	7,560.00
Chain Link Perimeter Fence (8 ft height) To be located at perimeter of batting cages	202	LF	\$	18.00	\$	3,636.00
Synthetic Turf per batting cage	3	EA	\$	5,300.00	\$	15,900.00
Road Base (10" thick) under synthetic turf	3,628	SF	\$	1.50	\$	5,442.00
6" Concrete trails (4" thick) broom finish, no color - connecting to existing parking lot	186	LF	\$	36.00	\$	6,696.00
1' wide chain link perimeter curb	202	LF	\$	15.00	\$	3,030.00
6" bench	1	EA	\$	2,500.00	\$	2,500.00
Trash receptacle	1	EA	\$	2,000.00	\$	2,000.00
Grading and site preparation	1	Allowance	\$	10,000.00	\$	10,000.00
				Subtotal	\$	118,672.00
				NELLE RANCH SPORTING COMPLEX PARK SUBTOTAL	\$	4,076,074.90
				Contingency 10%	\$	407,607.45
				Grand Total:	\$	4,483,681.95

EXHIBIT "J" TO CONSENT AND DEVELOPMENT AGREEMENT SIGNAGE PLAN









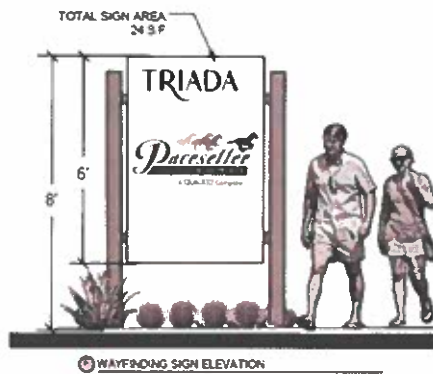
SNC Planning, LLC
Land Planning • Landscape Architecture • Community Building
Quality Design
Sustainable Solutions

SIGNAGE MASTER PLAN
TRIADA
BLVD, TEXAS

EXHIBIT G-4

Date: February 2024

This signage master plan is a conceptual document and is not intended to be used as a final design. It is subject to change without notice. The final design shall be determined by the local jurisdiction and the final design shall be subject to the local jurisdiction's review and approval.



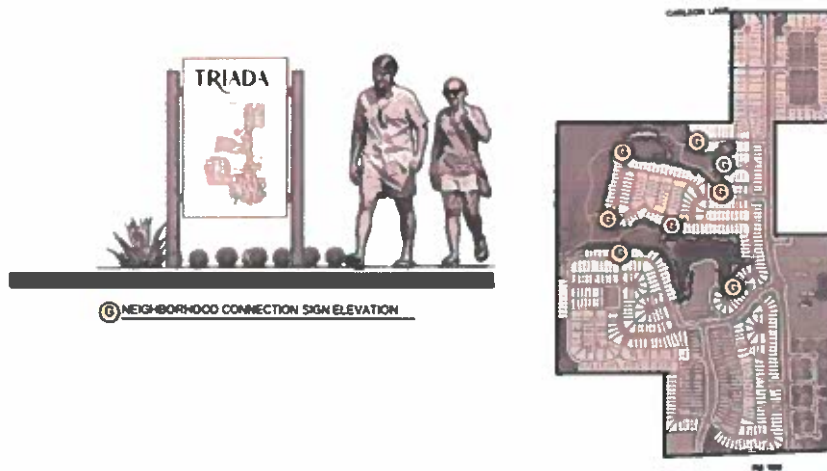
SNC Planning, LLC
Land Planning • Landscape Architecture • Community Building
Quality Design
Sustainable Solutions

SIGNAGE MASTER PLAN
TRIADA
BLVD, TEXAS

EXHIBIT G-4

Date: March 2024

This signage master plan is a conceptual document and is not intended to be used as a final design. It is subject to change without notice. The final design shall be determined by the local jurisdiction and the final design shall be subject to the local jurisdiction's review and approval.



⑥ NEIGHBORHOOD CONNECTION SIGN ELEVATION

SFC Planning, LLC
 LAND PLANNING & LANDSCAPE ARCHITECTURE • COMMUNITY DEVELOPMENT
 10010 N. MICHIGAN AVE. SUITE 100
 DALLAS, TEXAS 75243
 TEL: 214.343.1111 FAX: 214.343.1112
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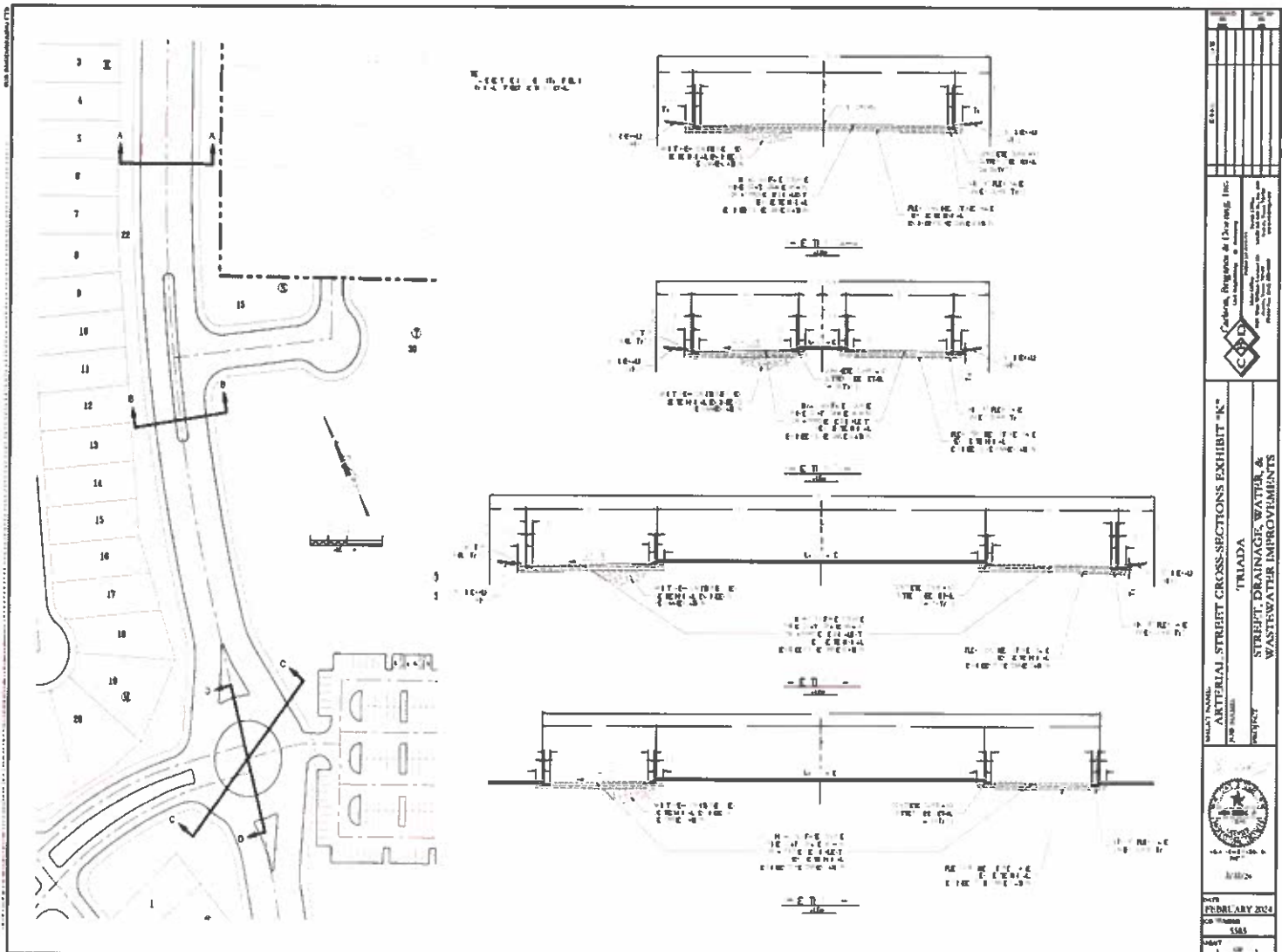
SIGNAGE MASTER PLAN
TRIADA
 ELGIN, TEXAS

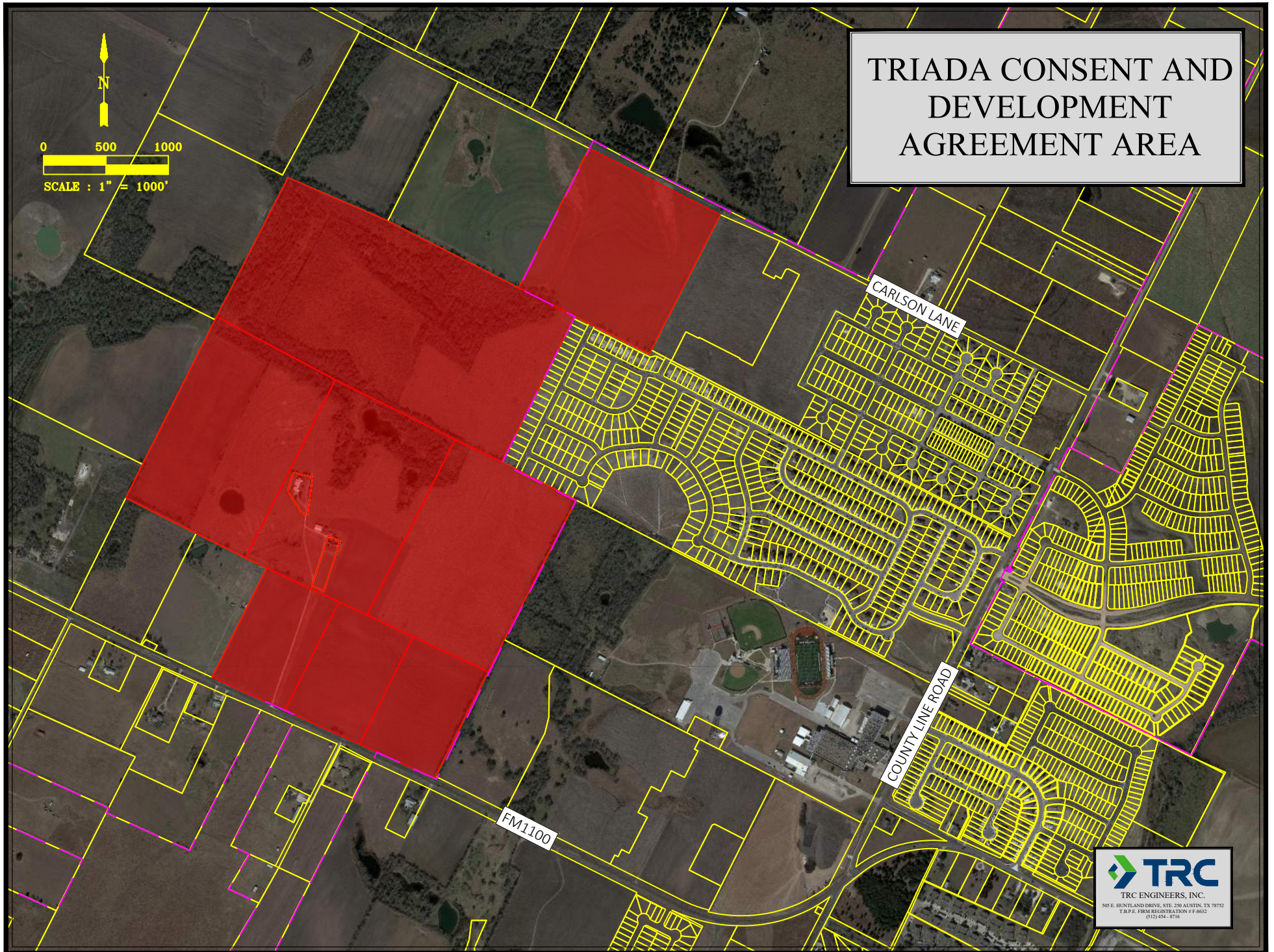
EXHIBIT G-4
 DATE: FEBRUARY 2004

This drawing is a preliminary design. It is not intended to be used for construction. It is subject to change without notice. The client is responsible for obtaining all necessary permits and approvals. The client is responsible for the accuracy of the information provided. The client is responsible for the accuracy of the information provided.

EXHIBIT "K" TO CONSENT AND DEVELOPMENT AGREEMENT

N/S ARTERIAL STREET SECTIONS







Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION ESTABLISHING THE MAXIMUM PROPOSED AD VALOREM TAX RATE FOR TAX YEAR 2027 AND FISCAL YEAR 2026–2027 AND SETTING THE DATE FOR CONSIDERATION AND ADOPTION OF THE TAX RATE. (Pamela Sanders, Interim Finance Director)

DEPARTMENT: Finance

PROPOSED ACTION: Approve the Resolution establishing a proposed ad valorem tax rate of **\$0.719777** per \$100 of taxable assessed valuation** for Tax Year 2027 and Fiscal Year 2026–2027 and setting the date, time, and location for the City Council’s consideration and adoption of the final property tax rate.

BACKGROUND:

As part of the annual budget and property tax rate adoption process, the City Council must establish a maximum proposed ad valorem tax rate for Fiscal Year 2026–2027. The proposed maximum rate will be used to complete the required truth-in-taxation notices and establish the rate that the City Council may consider during the formal tax rate adoption process.

The resolution establishes a maximum proposed tax rate of \$0.719777 per \$100 of taxable assessed valuation**. Approval of this resolution does not formally adopt the City’s property tax rate. The final tax rate may be adopted at or below the maximum rate established by the resolution but may not exceed the established maximum without repeating the applicable notice and procedural requirements.

The proposed rate consists of:

- * Maintenance and Operations Rate: \$0.602242
- * Interest and Sinking Rate: \$0.117535
- * Total Maximum Proposed Tax Rate: **\$0.719777**

The no-new-revenue tax rate calculated for the City is \$0.629128, and the voter-approval tax rate is \$0.719777 per \$100 of taxable assessed valuation. The proposed maximum rate is above the no-new-revenue tax rate and equal to the voter-approval tax rate.

The resolution also schedules the City Council’s consideration and vote on the final property tax rate for **SEPTEMBER 1, 2026 & SEPTEMBER 15, 2026 at 6:30PM at**

404 Main Street, ELGIN, TX 78621, also known as "City Council Chambers" and "Civic Center". Required notices will be published and posted in accordance with the Texas Tax Code and applicable truth-in-taxation requirements. Texas law requires the vote adopting the property tax rate to be conducted separately from the vote adopting the annual budget.

BUDGET/FINANCIAL IMPACT:

Funding for this item was {} included {} not included in the current-year budget {X} N/A
The fiscal impact will depend on the final tax rate adopted by the City Council and the City's certified taxable value.

RECOMMENDATION:

Staff recommends approval of the resolution establishing a maximum proposed ad valorem tax rate of \$0.719777 per \$100 of taxable assessed valuation for Tax Year 2027 and Fiscal Year 2026–2027 and setting the date, time, and location for the City Council's consideration and adoption of the final property tax rate.

ATTACHMENTS:

1. Resolution Adopting Max Tax Rate 2027
2. City of Elgin 50-856-2026
3. C01 - Effective Rate Assumption Report
4. 2026 Bastrop CAD Values as of 5.7.26

- { } 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 COUNCIL OF THE CITY OF ELGIN, TEXAS, ESTABLISHING A MAXIMUM PROPOSED AD VALOREM TAX RATE FOR TAX YEAR 2027 AND FISCAL YEAR 2026–2027; SETTING THE DATE, TIME, AND PLACE FOR THE MEETING AT WHICH THE CITY COUNCIL WILL CONSIDER AND TAKE ACTION ON THE ADOPTION OF THE TAX RATE; AUTHORIZING THE PUBLICATION AND POSTING OF ALL REQUIRED NOTICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Elgin, Texas (“City”), is a home-rule municipality authorized to levy and collect ad valorem taxes to support the operations of the City and to provide for the payment of principal and interest on the City’s outstanding debt obligations; and

WHEREAS, the Chief Appraiser of the Bastrop Central Appraisal District has certified the appraisal roll and taxable values for property located within the City for Tax Year 2027; and

WHEREAS, the Tax Assessor of Bastrop County has calculated the City’s no-new-revenue tax rate, voter-approval tax rate, and other applicable tax rates in accordance with Chapter 26 of the Texas Tax Code; and

WHEREAS, the City Council desires to establish a maximum proposed ad valorem tax rate to allow the City to proceed with the notices, postings, and other procedural requirements applicable to the consideration and adoption of the City’s annual property tax rate; and

WHEREAS, the establishment of a maximum proposed tax rate by this Resolution does not constitute adoption of the City’s final ad valorem tax rate, and the City Council may subsequently adopt a tax rate at or below the maximum rate established herein, subject to compliance with applicable law; and

WHEREAS, the City Council finds that the adoption of this Resolution is in the best interests of the residents, taxpayers, and property owners of the City of Elgin.

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. Maximum Proposed Tax Rate. The City Council hereby establishes a maximum proposed ad valorem tax rate for Tax Year 2027 and Fiscal Year 2026–2027 of:

\$ 0.719777 PER \$100 OF TAXABLE ASSESSED VALUATION

The maximum proposed tax rate consists of the following components:

M&O Rate: \$0.602242

I&S Rate: \$0.117535

Maximum Proposed Total Tax Rate: **\$0.719777**

The City Council acknowledges the following calculated tax rates:

No-New-Revenue Tax Rate: \$ 0.629128

No-New-Revenue M&O Rate: \$0.511593

Voter-Approval Tax Rate \$0.719777

De Minimis Tax Rate, if applicable \$0.689243

Section 3. No Final Tax Rate Adopted. The City Council's approval of this Resolution establishes only the maximum ad valorem tax rate that may be considered during the City's tax rate adoption process.

This Resolution does not levy or adopt the City's final ad valorem tax rate. The final tax rate must be considered and adopted by separate action of the City Council in accordance with Chapter 26 of the Texas Tax Code and all other applicable laws.

The City Council may adopt a final tax rate that is less than the maximum proposed rate established by this Resolution without restarting the tax rate consideration process, to the extent permitted by law. The City Council shall not consider adoption of a tax rate exceeding the maximum proposed rate established herein unless all additional notices, calculations, meetings, and other procedures required by law have been completed.

Section 4. Notice and Publication. The City Manager, Finance Director, City Secretary, and other appropriate City staff are hereby authorized and directed to:

1. Prepare, publish, and post all notices required by the Texas Tax Code and other applicable laws;
2. Submit the maximum proposed tax rate and all other required information to the appropriate appraisal district, tax assessor-collector, county officials, and other entities;
3. Post the required tax rate information on the City's official website and any other website or database required by law;

- 4.Ensure that all required notices contain the correct proposed tax rate, no-new-revenue tax rate, voter-approval tax rate, meeting information, and other statutorily required language; and
- 5.Take all other actions reasonably necessary to complete the City’s truth-in-taxation and tax rate adoption process.

Section 4. Meeting to Consider Adoption of Tax Rate. The City Council hereby directs City staff to schedule, publish, post, and conduct the required hearing or proceeding within the time and manner prescribed by law. The date, time, and location of any required public hearing shall be included in the applicable public notices. The City Council will consider and take action on the adoption of the City’s final ad valorem tax rate at the following public meetings:

Date: September 1, 2026 & September 15, 2026

Time: 6:30 PM

Location: Elgin City Council Chambers

Address: 404 North Main Street, Elgin, Texas 78621

SECTION 7. OFFICIAL RECORD VOTE

Section 5. Official Record Vote. The vote by the City Council establishing the maximum proposed ad valorem tax rate shall be recorded in the official minutes of the meeting as follows:

Mayor, Theresa Y. McShan	_____
Mayor Pro Tem, Yalecia Love	_____
Deputy Mayor Pro Tem, Tiffany St. Pierre	_____
Council Member, Jessica Jiminez	_____
Council Member, Arthur Gibson	_____
Council Member, Roland Silva	_____
Council Member, Agatha Mayfield	_____
Council Member, Liston Crim	_____
Council Member, Brenda Piña	_____

Section 6. Authority to Make Non-Substantive Corrections. The City Manager, City Secretary, Finance Director, and City Attorney are authorized to make clerical, numerical, formatting, and other non-substantive corrections to this Resolution and its attachments as necessary to accurately reflect the tax rate calculations, meeting information, and requirements of applicable law. Any change that

would increase the maximum proposed tax rate established by the City Council must be submitted to the City Council for further consideration and approval.

Section 7. 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 8. This Resolution shall take effect immediately upon passage.

APPROVED AND ADOPTED this 4th day of August 2026.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary

2026 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

Taxing Unit Name

Phone (area code and number)

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 and JETI Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 and JETI Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

Taxing units must include a hyperlink to a document that evidences the accuracy of each entry in the worksheet other than an entry making a mathematical calculation.¹ Source materials must contain data for all worksheets used, including supplemental worksheets.

Insert hyperlink:

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	Prior year total taxable value. Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ²	\$ _____
2.	Prior year tax ceilings. Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step. ³	\$ _____
3.	Preliminary prior year adjusted taxable value. Subtract Line 2 from Line 1.	\$ _____
4.	Prior year total adopted tax rate.	\$ _____ /\$100
5.	Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value. A. Original prior year ARB values: \$ _____ B. Prior year values resulting from final court decisions: - \$ _____ C. Prior year value loss. Subtract B from A. ⁴	\$ _____

¹ Tex. Tax Code §§5.07(g)(4) and 26.04(d-1)

² Tex. Tax Code §26.012(14)

³ Tex. Tax Code §26.012(14)

⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
6.	Prior year taxable value subject to an appeal under Chapter 42, as of July 25. A. Prior year ARB certified value: \$ _____ B. Prior year disputed value: - \$ _____ C. Prior year undisputed value. Subtract B from A. ⁵	\$ _____
7.	Prior year Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ _____
8.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ _____
9.	Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1 of the prior year. Enter the prior year value of property in deannexed territory. ⁶	\$ _____
10.	Prior year taxable value lost because property first qualified for an exemption in the current year. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use prior year market value: \$ _____ B. Partial exemptions. Current year exemption amount or current year percentage exemption times prior year value: + \$ _____ C. Value loss. Add A and B. ⁷	\$ _____
11.	Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year. Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. A. Prior year market value: \$ _____ B. Current year productivity or special appraised value: - \$ _____ C. Value loss. Subtract B from A. ⁸	\$ _____
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ _____
13.	Prior year captured value of property in a TIF. Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. ⁹ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ _____
14.	Prior year total value. Subtract Line 12 and Line 13 from Line 8.	\$ _____
15.	Adjusted prior year total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ _____
16.	Taxes refunded for years preceding the prior tax year. Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. ¹⁰	\$ _____
17.	Adjusted prior year levy with refunds. Add Lines 15 and 16. ¹¹	\$ _____

⁵ Tex. Tax Code §26.012(13)⁶ Tex. Tax Code §26.012(15)⁷ Tex. Tax Code §26.012(15)⁸ Tex. Tax Code §26.012(15)⁹ Tex. Tax Code §26.03(c)¹⁰ Tex. Tax Code §26.012(13)¹¹ Tex. Tax Code §26.012(13) and (15)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
18.	Total current year taxable value on the current year certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.¹² A. Certified values: \$ _____ B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ _____ C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ _____ D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment reinvestment zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 24 below.¹³ Adjustments to the taxable value must be calculated separately for each reinvestment zone using Form 50-110.¹⁴ Enter the total from Form 50-110 - \$ _____ E. Total current year value. Add A and B, then subtract C and D.	\$ _____
19.	Total value of properties under protest or not included on certified appraisal roll.¹⁵ A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest.¹⁶ \$ _____ B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll.¹⁷ + \$ _____ C. Total value under protest or not certified. Add A and B.	\$ _____
20.	Current year tax ceilings. Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step.¹⁸	\$ _____
21.	Anticipated contested value. Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation.¹⁹ An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico.²⁰ If completing this line, the taxing unit must include supporting documentation in Section 9.²¹ Taxing units that are not affected, enter 0.	\$ _____
22.	Current year total taxable value. Add Lines 18E and 19C, then subtract Lines 20 and 21.²²	\$ _____
23.	Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year. Include both real and personal property. Enter the current year value of property in territory annexed.²³	\$ _____
24.	Total current year taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for the current year.²⁴	\$ _____

¹² Tex. Tax Code §§26.012(6) and 26.04(c-2)¹³ Tex. Tax Code §26.03(c)¹⁴ Tex. Tax Code §26.03(e)¹⁵ Tex. Tax Code §26.01(c) and (d)¹⁶ Tex. Tax Code §26.01(c)¹⁷ Tex. Tax Code §26.01(d)¹⁸ Tex. Tax Code §26.012(6)(B)¹⁹ Tex. Tax Code §§26.012(6)(C) and 26.012(1-b)²⁰ Tex. Tax Code §26.012(1-a)²¹ Tex. Tax Code §26.04(d-3)²² Tex. Tax Code §26.012(6)²³ Tex. Tax Code §26.012(17)²⁴ Tex. Tax Code §26.012(17)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
25.	Total adjustments to the current year taxable value. Add Lines 23 and 24.	\$ _____
26.	Adjusted current year taxable value. Subtract Line 25 from Line 22.	\$ _____
27.	Current year NNR tax rate. Divide Line 17 by Line 26 and multiply by \$100. ²⁵	\$ _____ / \$100
28.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. ²⁶	\$ _____ / \$100

Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the tax rate. The type of taxing unit will determine the rate components that apply to a taxing unit's overall voter-approval tax rate.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

SECTION 2: Maintenance and Operations (M&O) and Debt Tax Rate Worksheet

This section calculates two components of the voter-approval tax rate:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the minimum dollar amount required to be paid toward debt service for the current year.²⁷ This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
29.	Prior year M&O tax rate. Enter the prior year M&O tax rate.	\$ _____ / \$100
30.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
31.	Total prior year M&O levy. Multiply Line 29 by Line 30 and divide by \$100.	\$ _____
32.	Adjusted prior year levy for calculating NNR M&O rate. A. M&O taxes refunded for years preceding the prior tax year. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2025. This line applies only to tax years preceding the prior tax year..... + \$ _____ B. Prior year taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0..... - \$ _____ C. Prior year transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ _____ D. Prior year M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function..... \$ _____ E. Add Line 31 to 32D.	\$ _____
33.	Adjusted current year taxable value. Enter the amount in Line 26 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
34.	Current year NNR M&O rate (unadjusted). Divide Line 32E by Line 33 and multiply by \$100.	\$ _____ / \$100

²⁵ Tex. Tax Code §26.04(c)

²⁶ Tex. Tax Code §26.04(d)

²⁷ Tex. Tax Code §26.012(3)

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
35.	Rate adjustment for state criminal justice mandate. ²⁸ A. Current year state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ _____ B. Prior year state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ _____ C. Subtract B from A and divide by Line 33 and multiply by \$100..... \$ _____/\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ _____/\$100
36.	Rate adjustment for indigent health care expenditures. ²⁹ A. Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose..... \$ _____ B. Prior year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state assistance received for the same purpose..... - \$ _____ C. Subtract B from A and divide by Line 33 and multiply by \$100..... \$ _____/\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ _____/\$100
37.	Rate adjustment for county indigent defense compensation. ³⁰ A. Current year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state grants received by the county for the same purpose..... \$ _____ B. Prior year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state grants received by the county for the same purpose. \$ _____ C. Subtract B from A and divide by Line 33 and multiply by \$100..... \$ _____/\$100 D. Multiply B by 0.05 and divide by Line 33 and multiply by \$100..... \$ _____/\$100 E. Enter the lesser of C and D. If not applicable, enter 0.	\$ _____/\$100
38.	Rate adjustment for county hospital expenditures. ³¹ A. Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year. \$ _____ B. Prior year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2024 and ending on June 30, 2025. \$ _____ C. Subtract B from A and divide by Line 33 and multiply by \$100..... \$ _____/\$100 D. Multiply B by 0.08 and divide by Line 33 and multiply by \$100..... \$ _____/\$100 E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ _____/\$100

²⁸ Tex. Tax Code §26.044²⁹ Tex. Tax Code §26.0441³⁰ Tex. Tax Code §26.0442³¹ Tex. Tax Code §26.0443

³² Tex. Tax Code §26.042

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
43.	Total current year debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes; (2) are secured by property taxes; (3) are scheduled for payment over a period longer than one year; and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ³⁶ Enter debt amount \$ _____ B. Subtract unencumbered fund amount used to reduce total debt. - \$ _____ C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ _____ D. Subtract amount paid from other resources - \$ _____ E. Adjusted debt. Subtract B, C and D from A. \$ _____	
44.	Certified prior year excess debt collections. Enter the amount certified by the collector. ³⁷	\$ _____
45.	Adjusted current year debt. Subtract Line 44 from Line 43E.	\$ _____
46.	Current year anticipated collection rate. A. Enter the current year anticipated collection rate certified by the collector. ³⁸ % B. Enter the prior year actual collection rate..... % C. Enter the 2024 actual collection rate. % D. Enter the 2023 actual collection rate. % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³⁹ %	
47.	Current year debt adjusted for collections. Divide Line 45 by Line 46E.	\$ _____
48.	Current year total taxable value. Enter the amount on Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
49.	Current year debt rate. Divide Line 47 by Line 48 and multiply by \$100.	\$ _____/\$100
50.	Current year voter-approval M&O rate plus current year debt rate. Add Lines 42 and 49.	\$ _____/\$100
D50.	Disaster Line 50 (D50): Current year voter-approval M&O and debt tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval M&O tax rate in the manner provided by Line D42. Add Line D42(C) and 49.	\$ _____/\$100
51.	COUNTIES ONLY. Add together the voter-approval M&O and debt tax rates for each type of tax the county levies. The total is the current year county voter-approval M&O and debt tax rate.	\$ _____/\$100

³⁶ Tex. Tax Code §26.012(7)³⁷ Tex. Tax Code §§26.012(10) and 26.04(b)³⁸ Tex. Tax Code §26.04(b))³⁹ Tex. Tax Code §26.04(h), (h-1) and (h-2)

SECTION 3: Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
52.	Taxable Sales. For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. ⁴⁰ Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	\$ _____
53.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ⁴¹ Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year. Multiply the amount on Line 52 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ⁴² - or - Taxing units that adopted the sales tax before November of the prior year. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ _____
54.	Current year total taxable value. Enter the amount from Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
55.	Sales tax adjustment rate. Divide Line 53 by Line 54 and multiply by \$100.	\$ _____/\$100
56.	Current year NNR tax rate, unadjusted for sales tax. ⁴³ Enter the rate from Line 27 or 28, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____/\$100
57.	Current year NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year. Subtract Line 55 from Line 56. Skip to Line 58 if you adopted the additional sales tax before November of the prior tax year.	\$ _____/\$100
58.	Current year voter-approval tax rate, unadjusted for sales tax. ⁴⁴ Enter the rate from Line 50, Line D50 (disaster) or Line 51 (counties) as applicable, of the <i>M&O and Debt Tax Rate Worksheet</i> .	\$ _____/\$100
59.	Current year voter-approval tax rate, adjusted for sales tax. Subtract Line 55 from Line 58.	\$ _____/\$100

SECTION 4: Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
60.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ⁴⁵ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ⁴⁶	\$ _____
61.	Current year total taxable value. Enter the amount from Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
62.	Additional rate for pollution control. Divide Line 60 by Line 61 and multiply by \$100.	\$ _____/\$100
63.	Current year voter-approval tax rate, adjusted for pollution control. Add Line 62 to one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties) or Line 59 (taxing units with the additional sales tax).	\$ _____/\$100

⁴⁰ Tex. Tax Code §26.041(d)

⁴¹ Tex. Tax Code §26.041(i)

⁴² Tex. Tax Code §26.041(d)

⁴³ Tex. Tax Code §26.04(c)

⁴⁴ Tex. Tax Code §26.04(c)

⁴⁵ Tex. Tax Code §26.045(d)

⁴⁶ Tex. Tax Code §26.045(i)

SECTION 5: Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value.⁴⁷ The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value.⁴⁸

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042;⁴⁹
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁵⁰ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁵¹

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁵²

Line	Unused Increment Rate Worksheet	Amount/Rate
64.	Year 3 Foregone Revenue Amount. Subtract the 2025 unused increment rate and 2025 actual tax rate from the 2025 voter-approval tax rate. Multiply the result by the 2025 current total value	
	A. Voter-approval tax rate (Line 69)	\$ _____ /\$100
	B. Unused increment rate (Line 68)	\$ _____ /\$100
	C. Subtract B from A	\$ _____ /\$100
	D. Adopted Tax Rate	\$ _____ /\$100
	E. Subtract D from C	\$ _____ /\$100
	F. 2025 Total Taxable Value (Line 61)	\$ _____
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.	\$ _____
65.	Year 2 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value	
	A. Voter-approval tax rate (Line 68)	\$ _____ /\$100
	B. Unused increment rate (Line 67)	\$ _____ /\$100
	C. Subtract B from A	\$ _____ /\$100
	D. Adopted Tax Rate	\$ _____ /\$100
	E. Subtract D from C	\$ _____ /\$100
	F. 2024 Total Taxable Value (Line 60)	\$ _____
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.	\$ _____
66.	Year 1 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value	
	A. Voter-approval tax rate (Line 67)	\$ _____ /\$100
	B. Unused increment rate (Line 66)	\$ _____ /\$100
	C. Subtract B from A	\$ _____ /\$100
	D. Adopted Tax Rate	\$ _____ /\$100
	E. Subtract D from C	\$ _____ /\$100
	F. 2023 Total Taxable Value (Line 60)	\$ _____
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.	\$ _____
67.	Total Foregone Revenue Amount. Add Lines 64G, 65G and 66G	\$ _____
68.	2026 Unused Increment Rate. Divide Line 67 by Line 22 of the No-New-Revenue Rate Worksheet. Multiply the result by 100	\$ _____ /\$100
69.	Total 2026 voter-approval tax rate. Add Line 68 to one of the following lines (as applicable): Line 50, Line D50 (only if Line D42(B) was used), Line 51 (counties), Line 59 (taxing units with additional sales tax) or Line 63 (taxing units with pollution)	\$ _____ /\$100

⁴⁷ Tex. Tax Code §26.013(b)

⁴⁸ Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)

⁴⁹ Tex. Tax Code §26.04(c)(2)(A) and 26.042(a)

⁵⁰ Tex. Tax Code §26.0501(a) and (c)

⁵¹ Tex. Local Gov't Code §120.007(d)

⁵² Tex. Local Gov't Code §26.04(c)(2)(B)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁵³

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁵⁴

Line	De Minimis Rate Worksheet	Amount/Rate
70.	Adjusted current year NNR M&O tax rate. Enter the rate from Line 40 of the <i>M&O and Debt Tax Rate Worksheet</i> .	\$ _____ / \$100
71.	Current year total taxable value. Enter the amount on Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
72.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 71 and multiply by \$100.	\$ _____ / \$100
73.	Current year debt rate. Enter the rate from Line 49 of the <i>M&O and Debt Tax Rate Worksheet</i> .	\$ _____ / \$100
74.	De minimis rate. Add Lines 70, 72 and 73.	\$ _____ / \$100

SECTION 7: Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁵⁵

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
75.	2025 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____ / \$100
76.	Adjusted 2025 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. ⁵⁶ If a disaster occurred in 2025 and the taxing unit calculated its 2025 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) of the 2025 worksheet due to a disaster, complete the applicable sections or lines of <i>Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2025 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) in 2025, complete form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2025 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. ⁵⁷ Enter the final adjusted 2025 voter-approval tax rate from the worksheet.	\$ _____ / \$100
77.	Increase in 2025 tax rate due to disaster. Subtract Line 76 from Line 75.	\$ _____ / \$100
78.	Adjusted 2025 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
79.	Emergency revenue. Multiply Line 77 by Line 78 and divide by \$100.	\$ _____
80.	Adjusted current year taxable value. Enter the amount in Line 26 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
81.	Emergency revenue rate. Divide Line 79 by Line 80 and multiply by \$100. ⁵⁸	\$ _____ / \$100
82.	Current year voter-approval tax rate, adjusted for emergency revenue. Subtract Line 81 from one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (taxing units with the additional sales tax), Line 63 (taxing units with pollution control) or Line 69 (taxing units with the unused increment rate).	\$ _____ / \$100

⁵³ Tex. Tax Code §26.012(8-a)

⁵⁴ Tex. Tax Code §26.063(a)(1)

⁵⁵ Tex. Tax Code §26.042(b)

⁵⁶ Tex. Tax Code §26.042(c)

⁵⁷ Tex. Tax Code §26.042(b)

⁵⁸ Tex. Tax Code §26.042(b)

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$ _____/\$100

As applicable, enter the current year NNR tax rate from: Line 27, Line 28 (counties), or Line 57 (adjusted for sales tax).

Indicate the line number used: _____

Voter-approval tax rate. \$ _____/\$100

As applicable, enter the current year voter-approval tax rate from: Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (adjusted for sales tax), Line 63 (adjusted for pollution control), Line 69 (adjusted for unused increment), or Line 82 (adjusted for emergency revenue).

Indicate the line number used: _____

De minimis rate. \$ _____/\$100

If applicable, enter the current year de minimis rate from Line 74.

SECTION 9: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in line 21 must include the following as an addendum:

1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and
2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

Insert hyperlinks to supporting documentation:

SECTION 10: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵⁹

**print
here** ➡

Printed Name of Taxing Unit Representative

**sign
here** ➡

Taxing Unit Representative

Date

⁵⁹ Tex. Tax Code §26.04(c-2) and (d-2)

2026 PRELIMINARY EFFECTIVE RATE ASSUMPTION REPORT

C01 - CITY OF ELGIN

NEW VALUE

TOTAL NEW VALUE MARKET:	8,075,076
TOTAL NEW VALUE TAXABLE:	5,062,388

NEW EXEMPTIONS

<i>Exemption</i>	<i>Description</i>	<i>Count</i>	<i>Source</i>	<i>Value</i>
EX	Exemptions	1	2025 Market Value	533,681
EX366	HB366 Exempt	2	2025 Market Value	5,549
HB9	HB9 Exempt	304	2025 Market Value	11,412,948
ABSOLUTE EXEMPTIONS VALUE LOSS				11,952,178

<i>Exemption</i>	<i>Description</i>	<i>Count</i>	<i>Source</i>	<i>Value</i>
DV1	Disabled Veterans 10%-29%	1	Exemption Amount	5,000
DV4	Disabled Veterans 70%-100%	2	Exemption Amount	24,000
DVHS	Disable Veteran Homestead	2	Exemption Amount	600,622
DVO65	Disable Veteran OV65	1	Exemption Amount	12,000
OV65LOC	Over 65 - Local	6	Exemption Amount	90,000
OV65LOCNHX	Over 65 - Local	3	Exemption Amount	45,000
PARTIAL EXEMPTIONS VALUE LOSS				776,622

NEW EXEMPTIONS VALUE LOSS 12,728,800

INCREASED EXEMPTIONS

<i>Year</i>	<i>Description</i>	<i>Count</i>	<i>Source</i>	<i>Value</i>
2026	Increase in Exemption Dollars	0	Exemption Amount	-
INCREASE EXEMPTIONS VALUE LOSS				-

TOTAL EXEMPTIONS VALUE LOSS 12,728,800

NEW AG / TIMBER EXEMPTIONS

<i>Year</i>	<i>Count</i>	<i>Source</i>	<i>Value</i>
2025	0	Market Value	-
2026	0	Ag/Timber Use	-

NEW AG / TIMBER VALUE LOSS -

NEW ANNEXATION

<i>Year</i>	<i>Description</i>	<i>Count</i>	<i>Source</i>	<i>Value</i>
2026	Annexed		Current Year Taxable Value	

NEW DEANNEXATIONS

<i>Year</i>	<i>Description</i>	<i>Count</i>	<i>Source</i>	<i>Value</i>
2025	Deannexed		Prior Year Taxable Value	

AVERAGE & MEDIAN TAXABLE HOMESTEAD VALUE

<i>Year</i>	<i>Type</i>	<i>Value</i>
2026	Average Taxable Homestead Value	259,145
2026	Median Taxable Homestead Value	275,430
2025	Average Taxable Homestead Value	257,928
2025	Median Taxable Homestead Value	271,544

Improvements	Count	Value
Homesite	1,909	341,993,008
New Homesite	117	881,890
Non Homesite	1,372	411,115,978
New Non Homesite	58	5,338,985

(+) 759,329,861 TOTAL IMPROVEMENTS

Land (2,079.168 acres)	Count	Value
Homesite	1,955	199,820,055
New Homesite	0	0
Non Homesite	1,906	250,007,683
New Non Homesite	0	0

(+) 449,827,738 TOTAL LAND MARKET

Prod (606.382 acres)	Count	Value
Productivity	33	18,211,483
Inventory	0	0
Timber	0	0

(+) 18,211,483 TOTAL PROD MARKET

Other	Count	Value
Personal Property	532	61,666,135
Minerals	0	0

(+) 61,666,135 TOTAL OTHER

(=) 1,289,035,217 TOTAL MARKET VALUE

Prod. Use	Count	Value	Loss
Productivity	33	95,691	18,115,792
Inventory	0	0	0
Timber	0	0	0
Totals	33	95,691	18,115,792

(-) 18,115,792 TOTAL PRODUCTION LOSS

(=) 1,270,919,425 TOTAL APPRAISED VALUE

Exemptions/Deductions	*** Non-Frozen ***		***** Frozen *****	
	Count	Value	Count	Value
Homestead	0	0	0	0
Homestead Local	0	0	0	0
Over 65 & SS	0	0	0	0
Over 65 Local & SS	44	592,511	537	7,441,607
Disabled	0	0	0	0
Disabled Local	4	45,000	69	992,400
Disabled Veteran	57	539,750	17	185,000
Disabled Vet HS	37	10,941,665	18	4,569,481
Surv Sp (FR)	0	0	0	0
Surv SP (Vet)	0	0		
11.145Personal Prop	304	11,412,948		
Abatements	0	0		
Pollution Control	0	0		
Freeport	1	1,245,310		
Goods In Transit	0	0		
Historic	0	0	0	0
Low Income Housing	0	0		
Solar / Wind Power	4	233,904	0	0
Med/BioMed Property	0	0		
Child-Care Facilites	0	0		
Tot Exempt Proration	1	12,209	0	0
Misc Exemption *	0	0		

(-) 17,445,745 CAPPED HOMESTEAD LOSS

(-) 21,902,140 CIRCUIT BREAKER CAP LOSS

(=) 1,231,571,540 TOTAL ASSESSED

(4,442 accounts)

0 TOTAL HOMESTEAD

8,034,118 TOTAL OVER 65

1,037,400 TOTAL DISABLED

724,750 TOTAL DISABLED VETERAN

15,511,146 TOTAL DISABLED VETERAN HS

0 TOTAL SURV SP

11,412,948 11.145 PERSONAL PROPERTY

1,491,423 TOTAL OTHER DEDUCTIONS

136,203,106 TOTAL EXEMPT PROPERTY (INCL HB366)

Total Exempt 214.00 136,203,106

Taxable Non Frozen 912,247,306
Taxable Frozen 144,909,343
Taxable New HS Frozen 1,658,596

174,414,891 TOTAL EXEMPTIONS/DEDUCTIONS

1,057,156,649 TOTAL TAXABLE

Tax Non Frozen 5,649,511.10
Tax Frozen 634,692.14
Tax New HS Frozen 10,271.62

6,284,203.24 TOTAL TAX

Total Tax w/o Ceiling 6,629,131.60
Tax Frozen Loss 262,725.73

0.00619296 TAX RATE

Total Vet HS Proration 0 0.00

Entire Appraisal Roll Summary
C01 CITY OF ELGIN

BASTROP COUNTY
Appraisal Year: 2026

	Count	Market	Land	Prod	Improvement	New Hs	Personal	Mineral	Exempt
A - REAL, RESIDENTIAL, SINGLE-FAM	2,863	769,791,769	298,506,429.00	0	471,285,340	864,172	0	0	25,521,616
B - REAL, RESIDENTIAL, DUPLEXS	99	48,588,502	11,211,424.00	0	37,377,078	0	0	0	50,000
C - REAL, VACANT PLATTED RESIDE	475	45,069,887	45,069,887.00	0	0	0	0	0	24,000
D1 - IMPR - IMPROVED PASTURE	18	13,010,443	0.00	65,914	0	0	0	0	0
D2 - REAL, ACREAGE, UNDEVELOPE	20	8,916,887	7,506,847.00	3,933	990,712	0	0	0	160,521
E - REAL, FARM/RANCH, HOUSE	30	10,569,174	3,404,861.00	24,910	3,598,343	0	0	0	76,052
F1 - REAL, Commercial	213	183,450,182	48,737,045.00	934	133,497,395	0	0	0	1,075,056
F2 - REAL, Industrial	3	5,838,452	806,615.00	0	5,031,837	0	0	0	0
J2 - REAL & TANGIBLE PERSONAL, U	1	1,918,857	0.00	0	0	0	1,918,857	0	0
J3 - REAL & TANGIBLE PERSONAL, U	2	5,590,640	0.00	0	0	0	5,590,640	0	0
J4 - REAL & TANGIBLE PERSONAL, U	2	547,534	0.00	0	0	0	547,534	0	0
J5 - REAL & TANGIBLE PERSONAL, U	2	3,198,855	0.00	0	0	0	3,198,855	0	0
J6 - REAL & TANGIBLE PERSONAL, U	1	3,107	0.00	0	0	0	3,107	0	0
J7 - REAL & TANGIBLE PERSONAL, U	5	2,368,695	0.00	0	0	0	2,368,695	0	0
L1 - TANGIBLE, PERSONAL PROPER	484	44,329,766	0.00	0	0	0	44,329,766	0	12,937,978
L2 - TANGIBLE, PERSONAL PROPER	11	327,477	0.00	0	0	0	327,477	0	1,548
M1 - TANGIBLE OTHER PERSONAL	48	2,488,385	0.00	0	2,488,385	17,718	0	0	41,464
S - SPECIAL INVENTORY	3	3,047,176	0.00	0	0	0	3,047,176	0	0
X - XG	5	3,315,668	452,154.00	0	2,848,597	0	14,917	0	3,315,668
XV - XV	157	136,663,761	34,132,476.00	0	102,212,174	0	319,111	0	131,210,988
TOTAL	4,442	1,289,035,217	449,827,738	95,691	759,329,861	881,890	61,666,135	0	174,414,891
ALL PTD TOTAL	4,442	1,289,035,217	449,827,738	95,691	759,329,861	881,890	61,666,135	0	174,414,891

New Value Summary
C01 CITY OF ELGIN

BASTROP COUNTY
Appraisal Year: 2026

	Count	Market	Land	Improvement	New Value	New Asd Value	New Txbl Val	Personal	Exempt
A - REAL, RESIDENTIAL, SINGLE-FAM	161	45,716,032	17,594,870	28,121,162	1,708,563	1,645,751	1,420,155	0	2,530,692
E - REAL, FARM/RANCH, OTHER IMP	2	1,176,140	21,211	149,875	57,296	17,147	17,147	0	0
F1 - REAL, Commercial	7	12,160,060	4,897,276	7,262,784	4,408,088	3,102,095	3,102,095	0	0
L1 - TANGIBLE, PERSONAL PROPER	3	1,854,201	0	0	1,854,201	1,854,201	477,110	1,854,201	1,377,091
M1 - TANGIBLE OTHER PERSONAL	2	180,792	0	180,792	17,718	16,671	16,671	0	0
XV - XV	1	368,150	141,134	227,016	29,210	29,210	29,210	0	0
TOTAL	176	61,455,375	22,654,491	35,941,629	8,075,076	6,665,075	5,062,389	1,854,201	3,907,783
ALL PTD TOTAL	176	61,455,375	22,654,491	35,941,629	8,075,076	6,665,075	5,062,389	1,854,201	3,907,783