Notice of Meeting of the City Council of the City of Georgetown, Texas February 10, 2026

The Georgetown City Council will meet on February 10, 2026 at 1:00 PM at Council and Court Building, 510 W. 9th Street.

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

Policy Development and Discussion - Workshop

1.A Employee Recognition - Years of Service - January 2026
Presentation and recognition of the Years of Service and the value which the City of Georgetown Employees add to the organization, presented to those who have served at intervals of five years from the anniversary month in which they started -- David Morgan, City Manager and City Council

1.B Yearwood In-City MUD Request
Presentation, discussion and possible recommendations regarding the creation of an In-City Municipal Utility District (MUD) for the proposed Yearwood Development -- Nick Woolery, Assistant City Manager

1.C Certificate of Convenience and Necessity Update
Presentation, discussion, and possible recommendations regarding the City's water service territory -- Caroline Stewart, Strategic Projects Manager

1.D Transit Update for rideGTX and GoGeo
Presentation, update, and discussion regarding the City's transit offerings of rideGTX and GoGeo -- Lua Saluone, P.E., Transportation Manager

1.E Annual Police Department Update
Presentation and discussion regarding the Police Department annual update -- Cory J. Tchida, Chief of Police

Executive Session

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

2.A Executive Session 02.10.2026

Sec. 551.071: Consultation with Attorney
Advice from the attorney about pending or contemplated litigation and other matters on which the attorney has a duty to advise the City Council, including agenda items.
- Litigation Update
- Long-term Water Supply Contracts
- Austin Avenue Bridge Rehab Project
- ILA Agreement with Williamson County regarding Ronald Reagan Blvd

Sec. 551.072: Deliberations about Real Property
- SH 29 and Summercrest Blvd
- 9th and Main
- 8th and Forest

Sec. 551.086: Certain Public Power Utilities: Competitive Matters
- Purchased Power

Sec. 551.087: Deliberation Regarding Economic Development Negotiations
- Project Aurora

Sec. 551.074: Personnel Matters
- Council Appointed Positions Evaluation Process

Regular Session - This portion of the meeting will begin no earlier than 6:00 pm.

3.A Call to Order 02.10.2026
Pledge of Allegiance
Recognitions
Action out of Executive Session

Public Wishing to Address Council

On a subject that is posted on this agenda: Please fill out a speaker registration form which can be found on the table at the entrance to the Council Chamber. Clearly print your name and the letter of the item on which you wish to speak and present it to the City Secretary on the dais, prior to the start of the meeting. You will be called forward to speak when the Council considers that item. Only persons who have delivered the speaker form prior to the meeting being called to order may speak. Speakers will be allowed up to three minutes to speak. If you wish to speak for six minutes, it is permissible to use another requestor's granted time to speak. No more than six minutes for a speaker may be granted. The requestor granting time to another speaker must also submit a form and be present at the meeting.

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

4.A Public Wishing to Address 02.10.2026
At the time of posting no one had signed up to speak.

Statutory Consent Agenda

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

5.A Council Meeting Minutes 01.27.2026
Consideration and possible action to approve the meeting minutes of City Council meeting held on January 27, 2026 -- Robyn Densmore, City Secretary

5.B Resolution - Ordering the May 2026 General Council Election
Consideration and possible action to approve a Resolution ordering the May 2, 2026, General Election for District 2, District 6, and Mayor Council positions -- Robyn Densmore, City Secretary

5.C Resolution - Calling Special Election for May 2026 to Sell Portion of a Public Water System
Consideration and possible action to approve a Resolution calling a Special Election for May 2, 2026 to approve the sale of a portion of the City of Georgetown's public water system to Bernhard Capital Partners Management, LP in an amount not less than $20 million dollars -- Laurie Brewer, Assistant City Manager

5.D Resolution - ETJ Disannexation - Don and Sammie Bizzell Family Trust - 41.41 Acres
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 41.41 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R684343 and owned by the Don and Sammie Bizzell Family Trust -- Michael Charles, Real Estate Services Coordinator

5.E Resolution - ETJ Disannexation - Paidipalli - 10.31 Acres
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 10.31 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R566481 and owned by Rajasekhar Paidipalli -- Michael Charles, Real Estate Services Coordinator

5.F Resolution - ETJ Disannexation - Van Hyfte
Consideration and possible action to approve a Resolution to confirm the disannexation of a tract of land described in Document Numbers 9617850 and 9844884 of the Official Public Records of Williamson County from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R352870 and owned by Jerold Van Hyfte -- Michael Charles, Real Estate Services Coordinator

5.G Resolution - ETJ Disannexation - Varadar LLC - 15 Acres
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 15 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District

Parcel R342808 and owned by Varadar LLC -- Michael Charles, Real Estate Services Coordinator

5.H Resolution - 2025-6-ANX - Ronald Reagan Boulevard
Consideration and possible action to approve a Resolution to begin the annexation proceedings of approximately 20 Acres of City-Owned property situated in the Frederick Foy Survey, Abstract No. 229, generally located at Ronald Reagan Boulevard (2025-6-ANX) -- Ryan Clark, AICP, Planning Manager

5.I Resolution - 2025-7-ANX - FM 971
Consideration and possible action to approve a Resolution to begin the annexation proceedings of approximately 59.54 acres of City-Owned property situated in the John Berry Survey, Abstract 51, known as the Three Forks Water Reclamation Plant, generally located at FM 971 (2025-7-ANX) -- Ryan Clark, AICP, Planning Manager

5.J Resolution - 2025-9-ANX - SE Inner Loop City Owned Property
Consideration and possible action to approve a Resolution to begin the annexation proceedings of approximately 3.266 of City-Owned property situated in the L.J Dyches Survey, Abstract No. 180, generally located at FM 971 (2025-9-ANX) -- Ryan Clark, AICP, Planning Manager

5.K Resolution - Third Amendment to the Second Amended and Restated Consent Agreement for Parkside on the River
Consideration and possible action to approve a Resolution of the City Council of Georgetown, Texas approving the Third Amendment to the Second Amended and Restated Consent Agreement to make a 40.2 acre tract of land subject to the Consent Agreement and consent for Parkside on the River Municipal Utility District No. 1 to annex the tract of land -- Nick Woolery, Assistant City Manager

5.L Amendment of the Agreement for Additional Improvements to the Fire Training Tower
Consideration and possible action to approve the first amendment to the agreement with Jahnke & Sons Construction, Inc for additional improvements to the Fire Training Tower -- Jennifer Bettiol, CIP Manager

5.M Purchase of Motorola Handheld Radios
Consideration and possible action to approve the purchase of Motorola portable APX Next radios in an amount not to exceed $106,344.80 -- Chief Cory J. Tchida, Chief of Police.

5.N RVI Planning Consulting Amendment
Consideration and possible action to approve a First Amendment of a Consultation Agreement No. 25-0222-CC-A1 with RVI Planning & Landscape Architecture for PUD and Special District Application Reviews not to exceed $60,000.00 -- Kelly Trietsch, Chief Development Officer

5.O Municipal Service Agreement - 2025-4-ANX - 2200 Shell Rd

Consideration and possible action to approve a Municipal Service Agreement with NOVA368, LLC, for the provision of municipal services upon annexation to approximately 28.93 acres in the William Roberts Survey, Abstract 524, with portions of Right-Of-Way for Shell Road and Shell Spur, generally located at 2200 Shell Road, Georgetown, Texas (2025-4-ANX) -- Ryan Clark, AICP, Planning Manager

5.P Municipal Service Agreement - 2025-12-ANX - Shell Spur PUD
Consideration and possible action to approve a Municipal Service Agreement with NOVA368, LLC, for the provision of municipal services upon annexation to approximately 14.20 acres in the William Roberts Survey, Abstract 524, with portions of Right-Of-Way for Shell Road and Shell Spur, generally located at Shell Road, Georgetown, Texas (2025-12-ANX) -- Ryan Clark, AICP, Planning Manager

5.Q Second Reading - 2025-9-REZ - 901 North Church Street
Second Reading of an Ordinance on a request for a Zoning Map Amendment to rezone a 0.215 acre tract of the N. Porter Survey, Abstract No. 497, In Williamson County, Texas, from the General Commercial (C-3) zoning district to the Residential Single Family (RS) zoning district, for the property generally located at 901 North Church Street (2025-9-REZ) -- Matt Skawin, Planner

5.R Second Reading - Fourth Amendment to Development Agreement for Parkside on the River
Second Reading of an Ordinance amending Ordinance numbers 2019-69, 2020-84, 2021-40, 2024-18 approving the Fourth Amendment to the Development Agreement for Parkside on the River Subdivision -- Nick Woolery, Assistant City Manager

Legislative Regular Agenda

Adjournment

Certificate of Posting

I, Robyn Densmore, City Secretary for the City of Georgetown, Texas, do hereby certify that this Notice of Meeting was posted at City Hall, 808 Martin Luther King Jr. Street, Georgetown, TX 78626, a place readily accessible to the general public as required by law, on the _____ day of _____, 2025, at _____, and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

_____

Robyn Densmore, City Secretary

City of Georgetown, Texas
City Council
February 10, 2026

SUBJECT:
Employee Recognition - Years of Service - January 2026

SUGGESTED ACTION:
Presentation and recognition of the Years of Service and the value which the City of Georgetown Employees add to the organization, presented to those who have served at intervals of five years from the anniversary month in which they started -- David Morgan, City Manager and City Council

ITEM SUMMARY:
Recognition of the following employees for their dedicated service to the City of Georgetown.

Five Years
- Christopher Zeleny-Police
- Daniel Troyer-Police
- Logan Perry-Police
- Steve Byrd-IT
- Tyler Knight-IT
- Abbie Ackerman-IT

Ten Years
- Jerrod Kinikin-Police
- Patsky Gomez-Police
- Scott Patrolia-Police

Fifteen Years
- Rishiram Ramjit-Police

Twenty Years
- Heather Brewer-Parks and Recreation

Twenty Five Years
- James Cullar-Fire

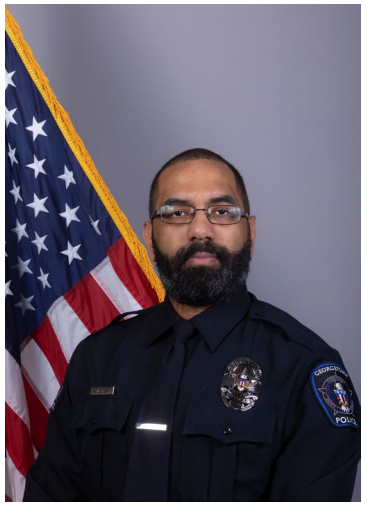
FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Jamie Beran, Human Resources and OD

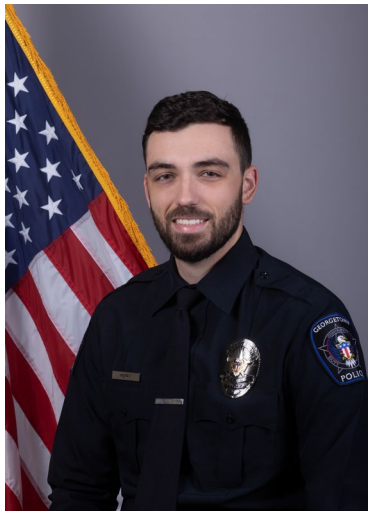
ATTACHMENTS:
2026 January YOS Awards CC Workshop.pdf

City of Georgetown
January Years of Service

Chris Zeleny, Police



Daniel Troyer, Police



Logan Perry, Police

Steve Byrd, IT

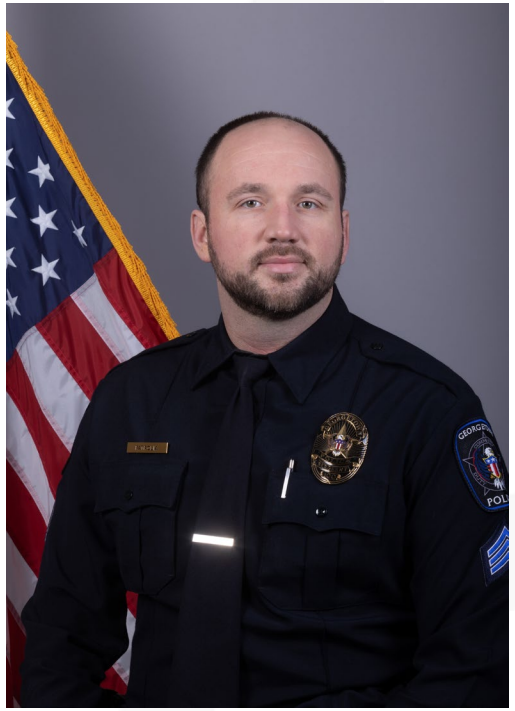
Tyler Knight, IT

Abbie Ackerman, IT

Celebrating 5 YEARS OF SERVICE

Jerrod Kinikin, Police

Patsky Gomez, Police



Scott Patrolia, Police

Celebrating 10 YEARS OF SERVICE

Rishiram Ramjit, Police

Heather Brewer,
Parks and Recreation

Celebrating 20 YEARS
OF SERVICE

James Cullar, Fire

Celebrating 25
YEARS OF SERVICE

#LoveWhereYouWork

GEORGETOWN
TEXAS

City of Georgetown, Texas
City Council
February 10, 2026

SUBJECT:
Yearwood In-City MUD Request

SUGGESTED ACTION:
Presentation, discussion and possible recommendations regarding the creation of an In-City Municipal Utility District (MUD) for the proposed Yearwood Development -- Nick Woolery, Assistant City Manager

ITEM SUMMARY:
Freehold Communities on behalf of Peregrine Land Investments submitted a Declaration of Intent for a proposed project consisting of 728 acres in Georgetown's extraterritorial jurisdiction at the intersection of Rattlesnake Road and Ronald Reagan Boulevard. The Yearwood development has proposed an In-City Municipal Utility District, and this presentation is intended solely as an initial, preliminary introduction to the project.

FINANCIAL IMPACT:
None at this time.

SUBMITTED BY:
Cresta Lyons, City Manager's Office

ATTACHMENTS:
Council Workshop - Yearwood Potential In-City MUD Request (2-10-2026).pdf

Yearwood Potential In-City MUD Request

Presented by
Nick Woolery, Assistant City Manager

February 10, 2026

GEORGETOWN TEXAS

Purpose

1) Introduce a proposed in-City MUD request to Council by providing context of the area being developed, allowing the developer to present their vision and providing initial high-level feedback on compliance with Council's MUD policy.
2) Gather initial feedback on the land plan and core areas where MUD policy variances are being requested.
3) Gather feedback from Council on questions they'd like staff or the developer to come back with answers at a follow-up workshop.

MUD Policy

Purpose

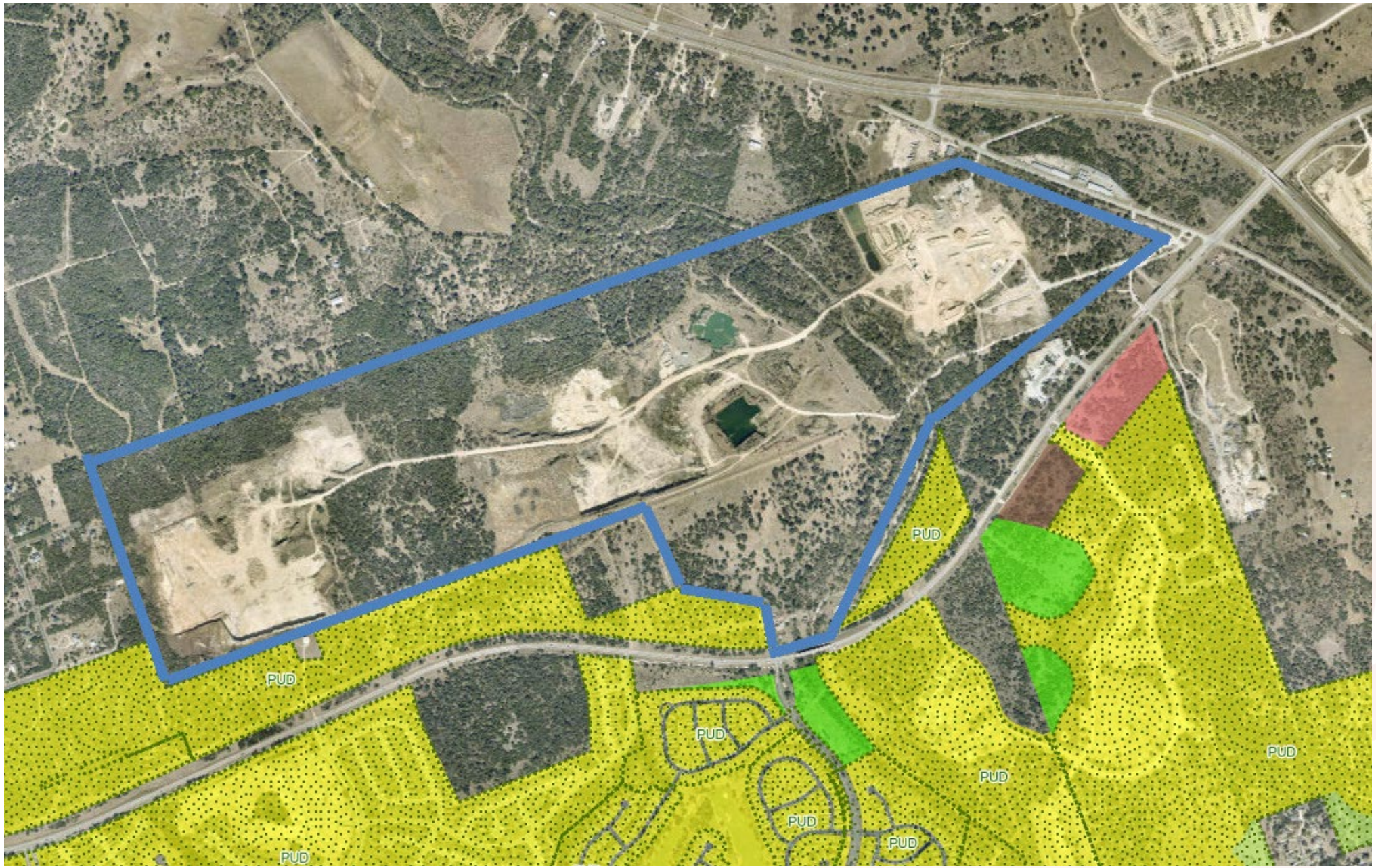
The City of Georgetown finds that the purpose of a Municipal Utility District (MUD) is to assist in closing the financial gap when a development is seeking to exceed minimum City standards, provide a robust program of amenities, and/or where substantial off-site infrastructure improvements are required that would serve the MUD and surrounding properties.

Process for MUD Consent

1) Initial MUD proposal presented to Council
2) Follow-up Council Workshop
3) MUD term sheet finalized based on Council and staff feedback
4) Developer submits and moves through the process of annexation and PUD zoning
5) MUD Consent Agreement developed, with adoption happening at the same time as annexation and PUD zoning adoption

Location / Future Land Use

- Currently located in the ETJ, but request is to annex into city limits
- Intersection of Rattlesnake Rd and Ronald Reagan Blvd.
- Active quarry site
- Current Future Land Use Plan designation is Mining


PUD
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Yearwood Concept Plan

Compliance with Council MUD Policy

MUD Policy

Quality Development

Extraordinary Benefits

Enhance Public Service and Safety

City Exclusive Provider

Fiscally Responsible

Finance Plan

Annexation

MUD Policy Compliance
Quality Development

- Requesting 35% max age-restricted (policy max is 10%)
- Requesting variances to development standards including minimum lot sizes, roadway design standards, setbacks and tree mitigation

- Product Mix

Lot Sizes	Min	Max
35', Duplex, or Townhome		20%
40'-45'		45%
50'	30%	
60'+	15%	

MUD Policy Compliance
Enhance Public Service and Safety

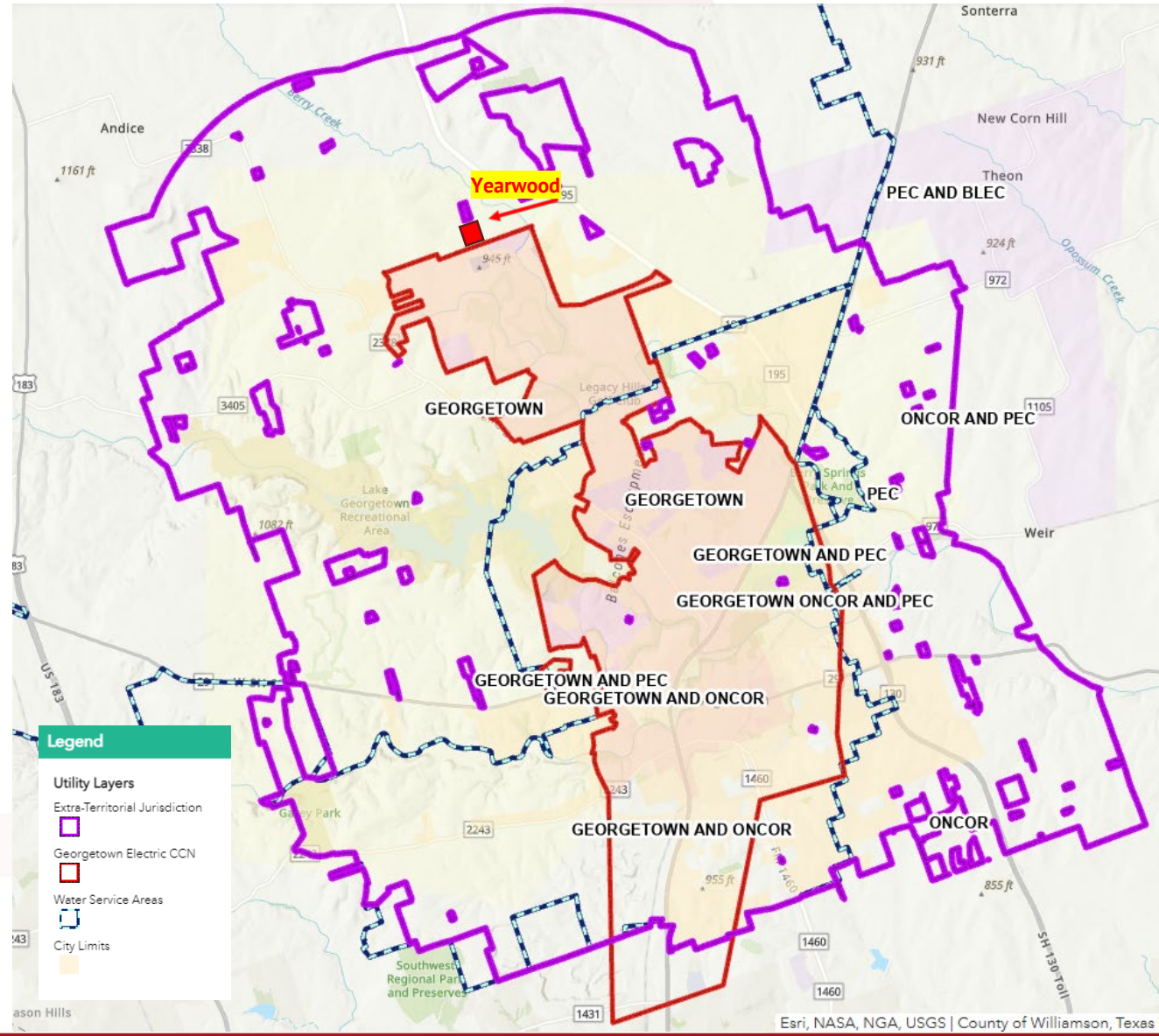
- Currently located within ESD 8
- 7-acre parcel dedicated along the future arterial roadway for public safety purposes, including a future fire station

MUD Policy Compliance
City Exclusive Provider

Georgetown provider of:

- **Water**
- **Wastewater**
- **Solid waste**
- **Fire & EMS**
- **Police**

PEC service area for electric



MUD Policy Compliance
Fiscally Responsible/Finance Plan

MUD Reimbursement Sought For:
➢ Wastewater infrastructure
➢ Water infrastructure
➢ Drainage Improvements
➢ Street Improvements
➢ Enhanced Parkland Improvements

MUD Policy Requirement	Yearwood MUD
Maximum tax rate of $0.55 per $100 AV	$0.75 per $100 AV
Maximum MUD Bond maturity = 25 yrs. after issuance	25 years
Bond Issuance Period (first to last bonds issued) = 10 years	15 years
Impact fees assessed at final plat	Phase in of Wastewater Impact Fees

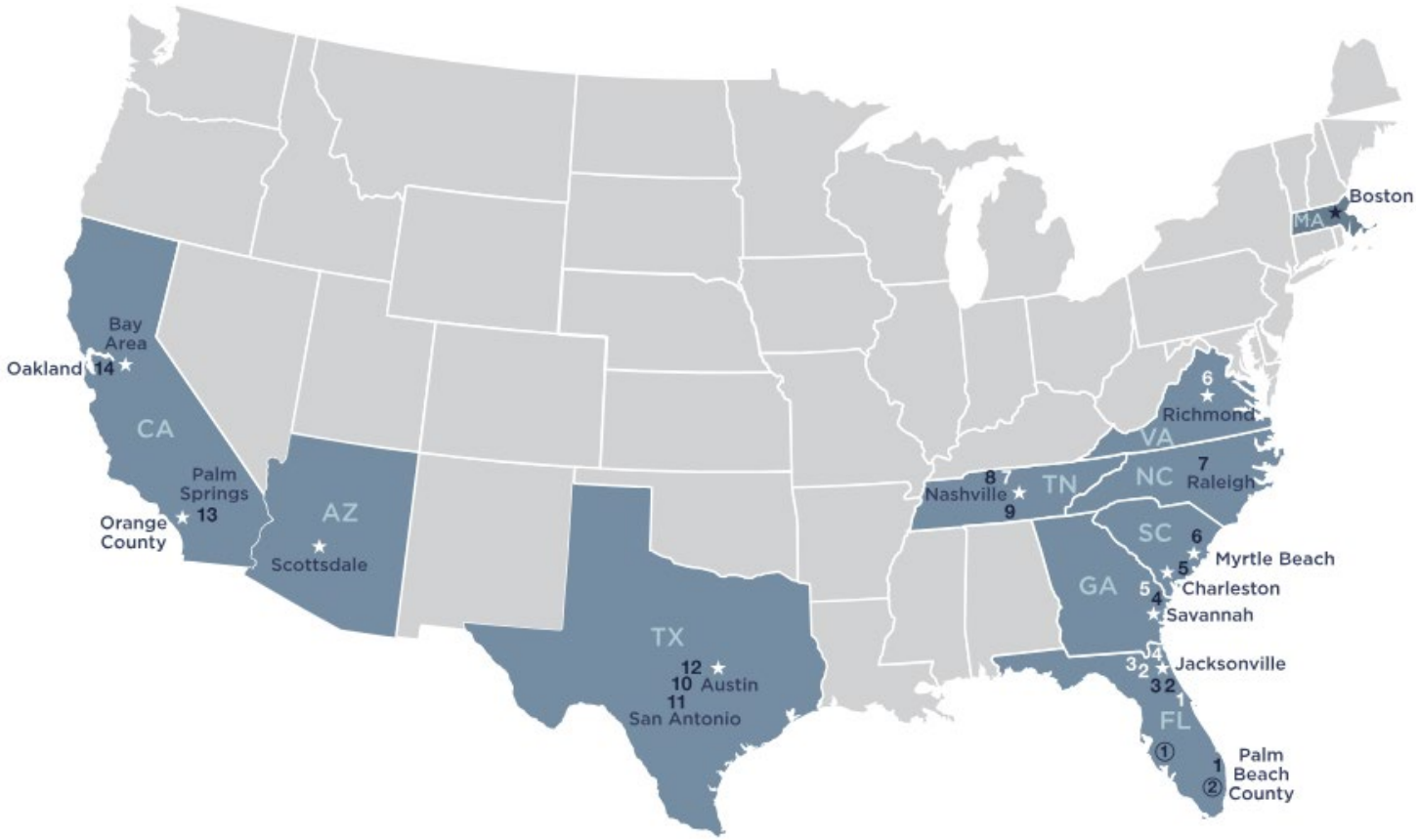
Yearwood City Council Workshop

February 10th, 2026

Freehold Capital Management®

PEREGRINE

Freehold Capital Management Portfolio Summary



FREEHOLD COMMUNITIES

Florida
1 ARDEN – Palm Beach County
2 SHEARWATER® – St. Augustine
3 SARATOGA SPRINGS – Clay County

Georgia
4 SAVANNAH QUARTERS® – Pooler

South Carolina
5 CARNES CROSSROADS™ – Goose Creek
6 GRANDE DUNES – Myrtle Beach

North Carolina
7 LEGACY AT JORDAN LAKE® – Chapel Hill

Tennessee
8 DURHAM FARMS® – Hendersonville
9 SOUTHERN HARMONY – Rutherford County

Texas
10 HEADWATERS – Dripping Springs
11 HOMESTEAD – Schertz/Cibolo
12 ORCHARD RIDGE® – Liberty Hill

California
13 MIRALON® – Palm Springs
14 OAK KNOLL – Oakland

360 COMMUNITIES

Florida
① SHEARWATER® – St. Augustine
② AVENUES WALK – Jacksonville
③ LIBERTY SQUARE – Jacksonville
④ CROSSROADS AT TOWN CENTER – Jacksonville

Georgia
⑤ CLEAR LAKE RESERVE – Pooler

Tennessee
⑥ DURHAM FARMS® – Hendersonville

PROGRAMMATIC LAND CAPITAL

Florida
① SAGEBROOKE – Clay County
② LEGACY PALMS – Homestead

★ ☆ OFFICES

Massachusetts
Boston, Corporate Headquarters

Virginia
Richmond

Florida
Jacksonville

Georgia
Savannah

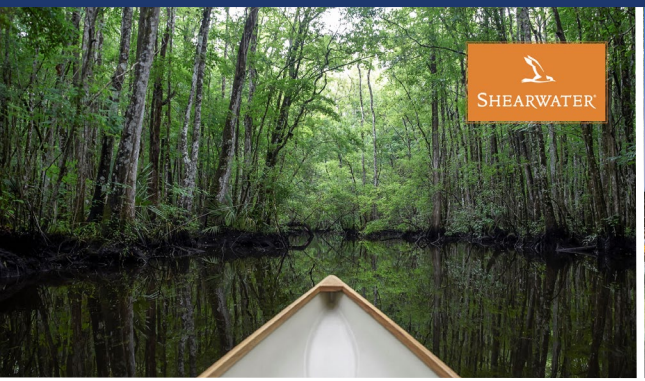
South Carolina
Myrtle Beach
Charleston

Tennessee
Nashville

Texas
Austin

California
Orange County
Bay Area

Arizona
Scottsdale


SHEARWATER

HEADWATERS
DRIPPING SPRINGS, TX

Grande Dunes

Savannah Quarters

DURHAM FARMS

HOMESTEAD

ORCHARD RIDGE

CARNES
CROSSROADS

Legacy at Jordan Lake

ARDEN

MIRALON

360
COMMUNITIES
AT SHEARWATER

Orchard Ridge

Liberty Hill, TX

248 Acres | 780 Units

SPRI
StairMaster
CYBEX

ORCHARD RIDGE

FOUNDERS GARDEN

ORCHARD PARK
100

Headwaters

Dripping Springs, TX

1,035 Acres | 1000 Units

THE HUB

Homestead

Schertz/Cibolo, TX

522 Acres | 1,469 Units

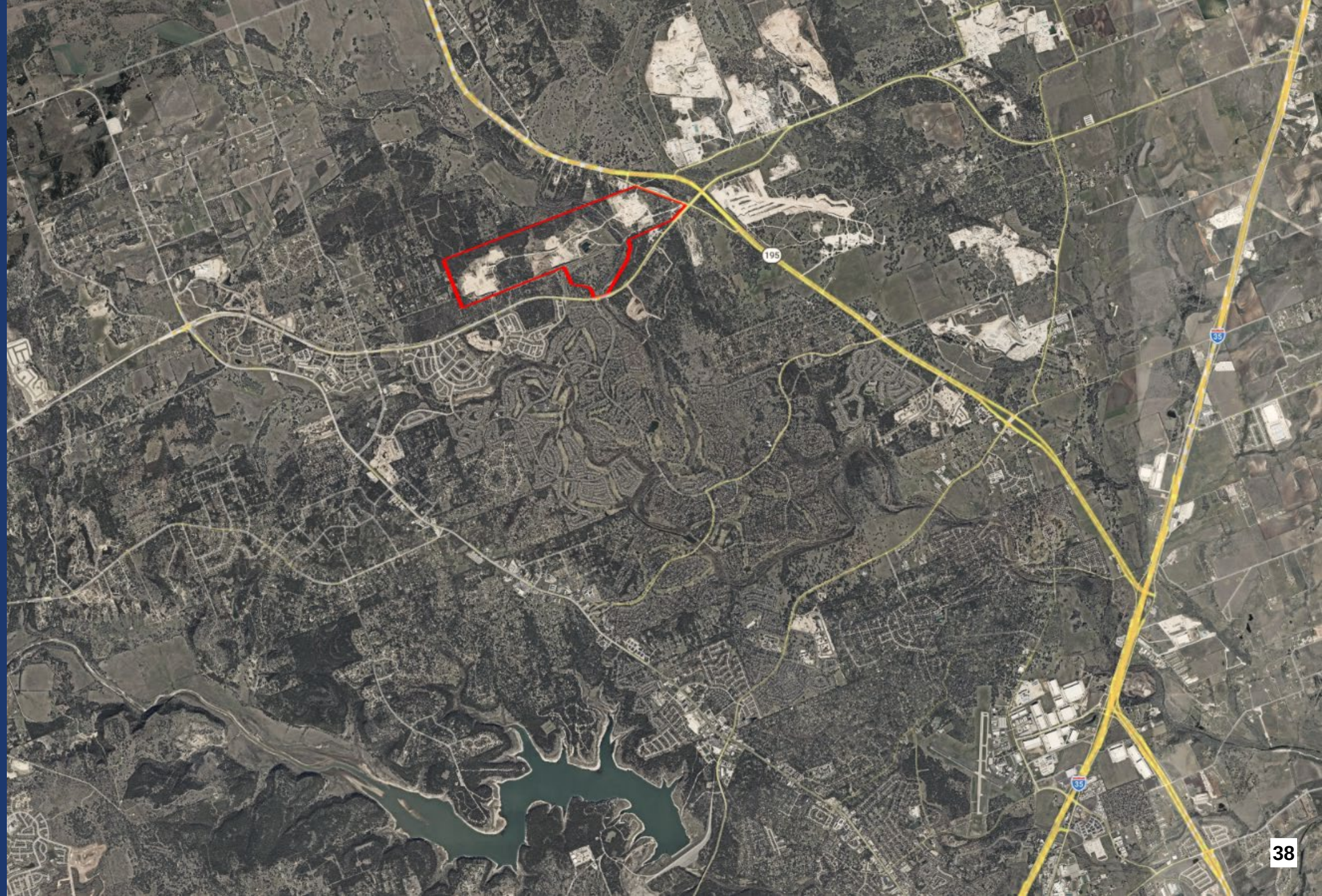
INFORMATION
FITNESS

CYBEX

Yearwood Property

Georgetown, TX

Yearwood
Site Location
728 ac



Yearwood Existing Conditions

Existing Conditions

The Yearwood tract is currently an active quarry operated by Central Texas Stone & Aggregate in the City of Georgetown's ETJ. The majority of the property is contemplated as "Mining" in Georgetown's 2030 Comprehensive Plan Future Land Use Map.

While the existing conditions of the land present certain challenges, repurposing the quarry into a residential community presents an opportunity to be an extraordinary benefit to the City and the surrounding community.

Yearwood Design & Vision

Community Planning Vision

Yearwood will be a comprehensively designed residential community shaped by its natural setting and organized around a clear, cohesive master plan. The vision for Yearwood emphasizes walkability, connectivity, and the integration of development with existing lakes and the area's distinctive Hill Country topography.

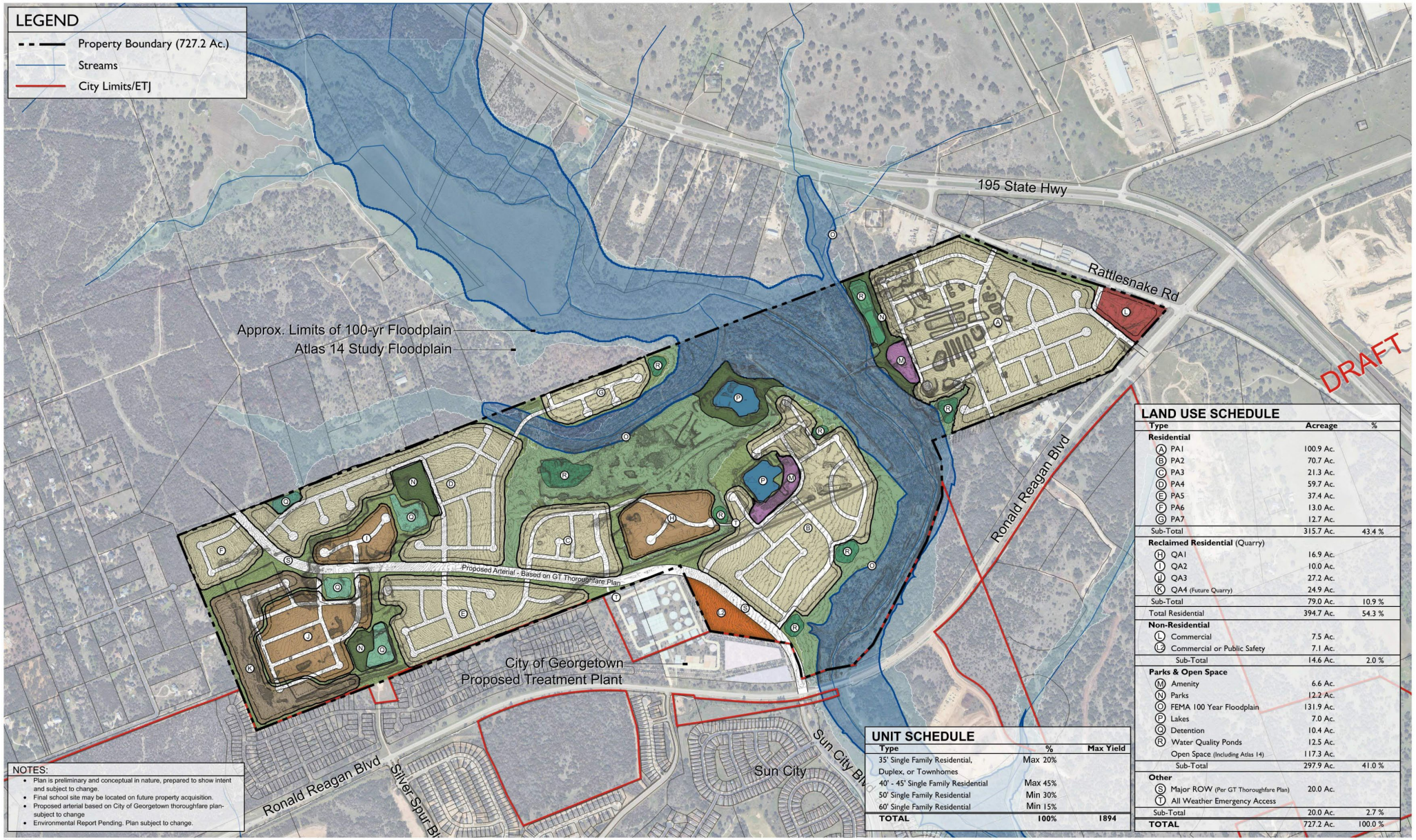
The master plan will respond to natural features and changes in elevation to define neighborhoods and structure open space. Lakes, green corridors, parks, and trail connections will form an interconnected network that supports everyday movement, recreation, and opportunities for healthy living and wellness. These open spaces will also preserve views, reinforce community identity, and provide a framework for long term stewardship.

Streets, blocks, and open spaces will be arranged to encourage intuitive circulation and social interaction. Homes will be oriented to the street, with front porches and pedestrian friendly streetscapes contributing to an active public realm and a strong neighborhood presence. Shared gathering areas will be distributed throughout the plan to support daily activity and livability.

The architectural character of Yearwood will reflect a Hill Country modern approach, emphasizing simple forms, clean rooflines, and a refined material palette. This architectural expression will allow homes to relate comfortably to the landscape and varied topography while contributing to a cohesive neighborhood character.

Yearwood will be planned as a balanced and integrated community that accommodates growth while preserving open space and natural character. The result will be a clearly organized, connected environment that enhances the Georgetown landscape and supports long term value, stewardship, and quality of life.

Yearwood Concept Plan



UNIT SCHEDULE

Type	%	Max Yield
35' Single Family Residential, Duplex, or Townhomes	Max 20%	
40' - 45' Single Family Residential	Max 45%	
50' Single Family Residential	Min 30%	
60' Single Family Residential	Min 15%	
TOTAL	**100%**	**1894**

LAND USE SCHEDULE

Type	Acreage	%
Residential		
(A) PA1	100.9 Ac.	
(B) PA2	70.7 Ac.	
(C) PA3	21.3 Ac.	
(D) PA4	59.7 Ac.	
(E) PA5	37.4 Ac.	
(F) PA6	13.0 Ac.	
(G) PA7	12.7 Ac.	
Sub-Total	315.7 Ac.	43.4 %
Reclaimed Residential (Quarry)		
(H) QA1	16.9 Ac.	
(I) QA2	10.0 Ac.	
(J) QA3	27.2 Ac.	
(K) QA4 (Future Quarry)	24.9 Ac.	
Sub-Total	79.0 Ac.	10.9 %
Total Residential	394.7 Ac.	54.3 %
Non-Residential		
(L) Commercial	7.5 Ac.	
(L2) Commercial or Public Safety	7.1 Ac.	
Sub-Total	14.6 Ac.	2.0 %
Parks & Open Space		
(M) Amenity	6.6 Ac.	
(N) Parks	12.2 Ac.	
(O) FEMA 100 Year Floodplain	131.9 Ac.	
(P) Lakes	7.0 Ac.	
(Q) Detention	10.4 Ac.	
(R) Water Quality Ponds	12.5 Ac.	
Open Space (Including Atlas 14)	117.3 Ac.	
Sub-Total	297.9 Ac.	41.0 %
Other		
(S) Major ROW (Per GT Thoroughfare Plan)	20.0 Ac.	
(T) All Weather Emergency Access		
Sub-Total	20.0 Ac.	2.7 %
TOTAL	727.2 Ac.	100.0 %

RVi
1611 West 5th Street
Suite 175
Austin, Texas 78703
Tel. 512.450.0032
www.rvi planning.com

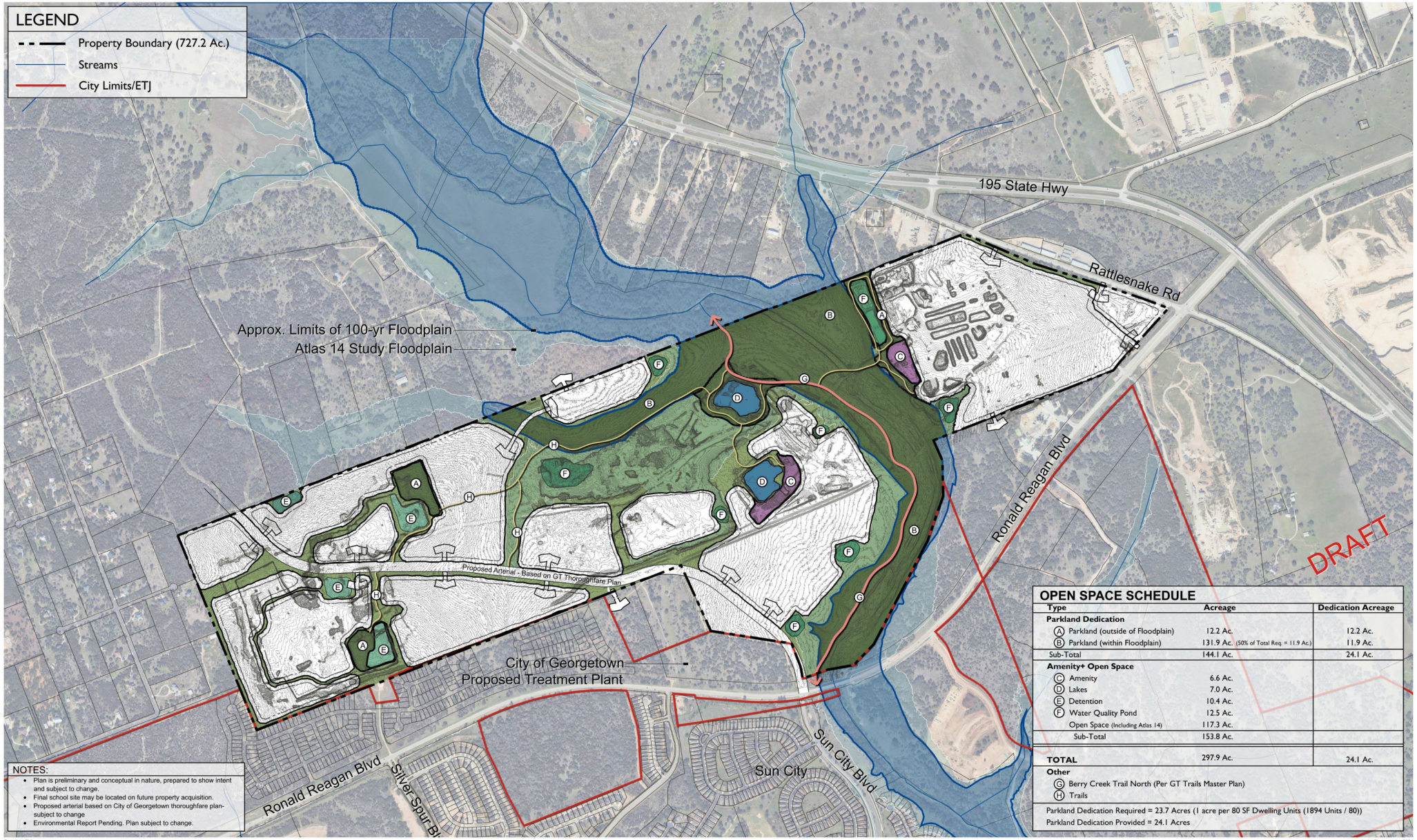
YEARWOOD PARCEL • **CONCEPTUAL MASTER PLAN C - FRAMEWORK UNDERLAY**

Williamson County, TX
November 21, 2025
24009317

0 250' 500' 1000'

PROPRIETARY & CONFIDENTIAL INFORMATION
Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investiga of these sources and no warranty is made as to their accurac completeness. This plan is conceptual, subject to change, an does not represent any regulatory approval
L:\2024\24009807 Yearwood Parcel\05 PLANNING\01 PLANS\01 MASTER PLANS\01.CONCEPTUAL MASTER PLANS\Con C.dwg

Yearwood Parks + Open Space Plan



OPEN SPACE SCHEDULE

Type	Acreage	Dedication Acreage
Parkland Dedication		
(A) Parkland (outside of Floodplain)	12.2 Ac.	12.2 Ac.
(B) Parkland (within Floodplain)	131.9 Ac. (50% of Total Req. = 11.9 Ac.)	11.9 Ac.
Sub-Total	144.1 Ac.	24.1 Ac.
Amenity+ Open Space		
(C) Amenity	6.6 Ac.	
(D) Lakes	7.0 Ac.	
(E) Detention	10.4 Ac.	
(F) Water Quality Pond	12.5 Ac.	
Open Space (Including Atlas 14)	117.3 Ac.	
Sub-Total	153.8 Ac.	
TOTAL	297.9 Ac.	24.1 Ac.
Other		
(G) Berry Creek Trail North (Per GT Trails Master Plan)		
(H) Trails		

Parkland Dedication Required = 23.7 Acres (1 acre per 80 SF Dwelling Units (1894 Units / 80))
Parkland Dedication Provided = 24.1 Acres

RVi
1611 West 5th Street
Suite 175
Austin, Texas 78703
Tel: 512.460.0032
www.rviplanning.com

YEARWOOD PARCEL • **CONCEPTUAL MASTER PLAN C - PARKS + OPEN SPACE**

Williamson County, TX
January 30, 2026
24009317

0 250' 500' 1000'

PROPRIETARY & CONFIDENTIAL INFORMATION
Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval
L:\2024\24009807 Yearwood Parcel\05 PLANNING\01 PLANS\01 MASTER PLANS\01 CONCEPTUAL MASTER PLANS\Con C.dwg

Architecture

Modern Hill Country Design

Homes within the community will be guided by a modern architectural approach that emphasizes clarity of form, thoughtful proportions, and a strong connection to the outdoors. Influenced by contemporary Texas Hill Country design, the architecture will favor simple massing, clean rooflines, and a refined material palette that is modern in form, enduring in its appeal.

The architectural language will balance familiar forms with modern expression. Gabled volumes will be reinterpreted through clean detailing, purposeful contrasts, and carefully scaled elements that create visual interest without excess. Facades will be composed to feel intentional and approachable, with depth created through material variation, shadow, and layered building planes.

Front porches and covered outdoor living spaces will be integral to the architecture, reinforcing the relationship between private interiors and the public realm. These spaces will enhance everyday livability, encourage interaction, and contribute to a welcoming streetscape.

Homes will be designed to sit comfortably within their lots, contributing to neighborhood character rather than competing for prominence. A curated range of exterior materials, colors, lighting, fencing, and landscape treatments will allow for individuality while maintaining architectural harmony.

Architecture will play a key role in shaping the identity and long-term value of the community. These principles will establish a modern, cohesive environment defined by simplicity, authenticity, and thoughtful design.

Inspiration for Amenities & Parks

Trails along Berry Creek| Yearwood Site

Parks and Open Space including Quarry Lakes | Yearwood Site

Lakefront Amenity Concept | Yearwood Site

Key Issues

1) Alignment and scope of master plan wastewater infrastructure
2) Alignment and cross section of Future Mobility Plan arterial roadway
3) Fire safety in an area with one connection to Ronald Reagan
4) Land planning in an area with a Future Land Use Plan designation of Mining
5) Lot sizes / density, and compliance with development standards
6) Potential issues with developing an existing quarry and developing near a wastewater plant and concrete plant
7) MUD tax rate in excess of Council MUD policy; phase-in of Wastewater Impact Fees

Yearwood Concept Plan

Feedback and Direction

Staff is seeking Council's initial feedback and a proposed in-city Municipal Utility District (MUD) for the development currently known as Yearwood.

Feedback requested:

- What initial feedback does Council have on the proposed in-city MUD development?
  - Land Plan / Lot Sizes / Density / Amenities
  - Compatibility with surrounding development
  - MUD tax rate and phase-in of Wastewater Impact Fees
- What would you like to see the developer bring back with their next version of a land plan and MUD proposal?
- What additional questions do you have that staff or the developer can come back with answers to at a follow-up Council Workshop?

City of Georgetown, Texas
City Council
February 10, 2026

SUBJECT:
Certificate of Convenience and Necessity Update

SUGGESTED ACTION:
Presentation, discussion, and possible recommendations regarding the City's water service territory -- Caroline Stewart, Strategic Projects Manager

ITEM SUMMARY:
Staff has made progress carrying out City Council's directives related to the sale of a portion of the City's Certificate of Convenience and Necessity. This workshop item will update City Council and the public on that progress and seek Council's direction moving forward.

FINANCIAL IMPACT:

SUBMITTED BY:
Caroline Stewart, City Manager's Office

ATTACHMENTS:
CCN Update.pptx

ITEM 1.B: Certificate of Convenience and Necessity Update

Presentation, discussion, and possible recommendations regarding the City's water service territory

-- Caroline Stewart, Strategic Projects Manager

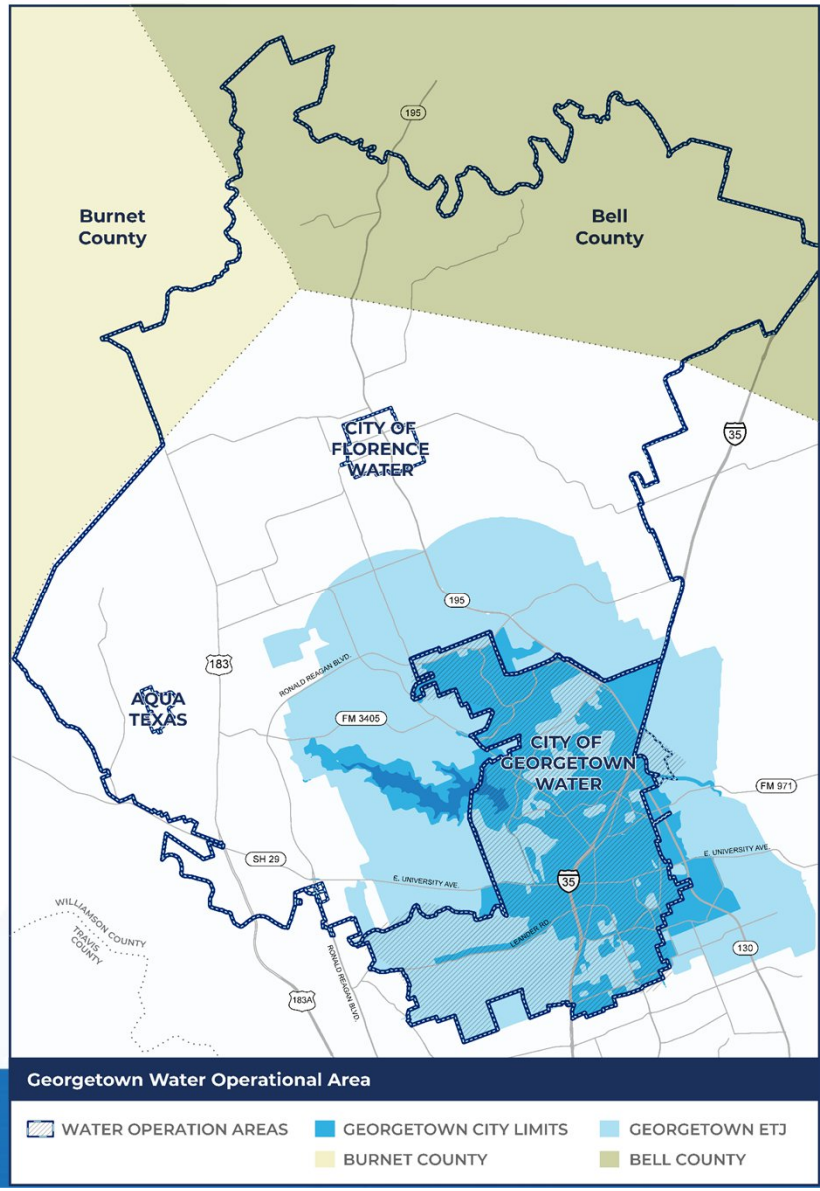
Certificate of Convenience and Necessity Update

City Council Workshop

February 10, 2026

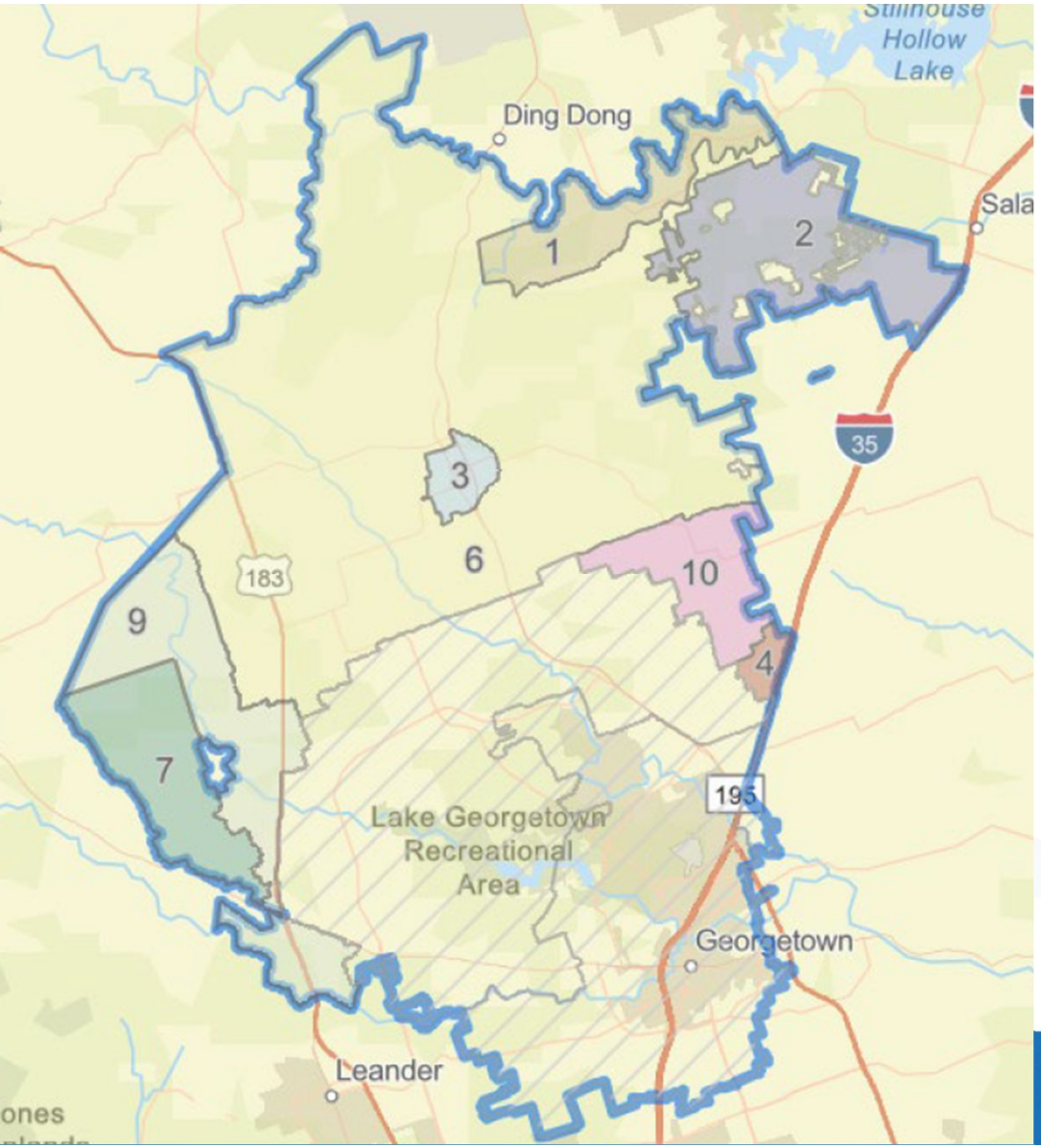
RECAP: SALE OF CCN

- 400-square-mile service area.
- 40% of water customers live outside City limits.
- Large service territory brings major financial and legislative risks, along with the obligation to provide more water.
- Council directed staff to manage risks of a large CCN by selling a portion of territory outside our City limits and ETJ.



RFP PROCESS

- **Summer 2025:** Offered territory to neighboring cities
- **October 2025:** Issued RFP
- **December 3:** Proposals submitted
- **December 15:** City selected top proposals
- **Early January:** City interviewed top three proposers
  - City evaluation team selected top proposer and is now requesting Council approval to move forward with an election and contract.



Areas in Sale

- Areas 2 (Salado), 3 (Florence), 6, 7 (Liberty Hill), 9 and 10 are included in the sale area.
- Areas 1 (Killeen) and 4 (Jarrell) will be transferred to those cities.

EVALUATION FACTORS

- **Utility's Experience and Qualifications** - overall qualifications, experience, and reputation of the utility, history with the PUC
- **Ability to Provide Continuous, Adequate Service** - responsible operations and maintenance, responsive customer service, compliance with environmental regulations
  - Financial ability to implement plans
  - Preference for providers who offer rate stabilization plans

EVALUATION FACTORS

- **Water Delivery Plan** – utility's existing access to water or plan to import water to the transferred service area
- **Water System Modification Plan** – utility's plan to design and construct modifications provide water to customers without reliance on the City's water distribution system
- **Price -** City must receive fair payment for the utility system

SELECTED PROPOSER

- Three proposers were selected to advance to the interview stage.
- Staff recommends moving forward with National Utility Infrastructure (“NUI”).

NUI

- **Experience and Qualifications**:
  - Regulatory: Experience securing voter and regulatory approval to acquire utility assets on multiple transactions.
  - Operational: Qualified entity that operates utilities across the country. Strong experience in acquiring, building out, and establishing well-run utilities.
- **Ability to Provide Continuous Adequate Service**:
  - Operations and maintenance: Demonstrated capability to comply with regulatory demands; good customer service and community engagement.
  - Financial ability to implement plans: access to capital necessary to build out a water project, with $5 billion in assets under management, expertise securing federal grants, and innovative financing solutions.
  - Strong rate stabilization plan

NUI

- **Water Delivery Plan**.
  - Short-term plan: wells near south Georgetown that could supply transfer area with 4 MGD while larger project is being built out.
  - Long-term plan: Would develop groundwater export project from east. Confirmed it would not compete with City's efforts.
- **Water System Modification Plan**:
  - Plans to operate the system independently by bringing functions in house. Expressed a plan for "day-one" readiness, which not all other proposers could do.
  - They planned to bring water from the east rather than the south, which would not rely on wheeling through Georgetown's system (frees up our own infrastructure).
- **Price**: $60 million
  - While the ballot item only includes the minimum amount required to pay off the debt ($20 million), the City expects the sale to close around $60 million.

ELECTION REQUIREMENT

- State law requires Georgetown voters to approve the sale of CCN. (Tex. Gov't Code § 1502.055 and Section 24.239 (c) of the PUC regulations)
- Must hold the election in the manner provided for bond elections. (Tex. Gov't Code § 1502.055(a), (b))
- Election to be held in May.
- Tonight, on the legislative agenda, we are seeking approval to call the election.

RESOLUTION CALLING ELECTION

Shall the City Council of the City of Georgetown, Texas, be authorized to sell a portion of the water utility system of the City that is located outside the City's corporate limits, to National Utility Infrastructure in the aggregate principal amount of no less than $20,000,000, and for other terms and conditions as shall be determined within the discretion of the City Council, in accordance with law at the time of the sale, for the purpose of assisting the City's plans for future growth and to manage the rising costs of water and infrastructure for the City's water utility system located within its corporate limits; and also including any necessary land sale and other related government approvals?

NEXT STEPS

- Both parties to complete detailed due diligence over next 90 days.
- Must negotiate the purchase and sale agreement for transfer of the utility, along with a wholesale water agreement and possibly a wheeling arrangement.
- Must do an infrastructure turnover plan that addresses engineering issues, flow rates, leak adjustments, meters, SCADA separation, record drawings, etc.
- Must resolve financial issues like handling of impact fees, rates and discounts, billing, etc.
- Must resolve operational issues like customer calls, 811 locates, etc.

KEY DATES IN MILESTONE SCHEDULE

Activity	Targeted Completion	Activity	Targeted Completion
Deadline for neighboring city initial response to sale offers	September 30, 2025	STM application filed with the PUCT	November 30, 2026
Complete buyer procurement process	January 31, 2026	Transaction Approval or Hearing Requested	April 30, 2027
CCN transfer and purchase agreement negotiation	February through Summer 2026	Closing (if a hearing is not requested)	May 31, 2027
City Council vote to authorize election	February 2, 2026	CCN Transfer Final Order	November 30, 2027
City Election	May 2, 2026		

A request for a hearing could delay the transfer until early 2029.

COUNCIL DIRECTION AND FEEDBACK

- Does Council agree with the proposal to sell the transfer area to NUI?

City of Georgetown, Texas
City Council
February 10, 2026

SUBJECT:
Transit Update for rideGTX and GoGeo

SUGGESTED ACTION:
Presentation, update, and discussion regarding the City's transit offerings of rideGTX and GoGeo -- Lua Saluone, P.E., Transportation Manager

ITEM SUMMARY:
At this meeting of the City Council, the City's Transportation Manager will provide an overview of the first 6 months of the inaugural rideGTX program and update Council on Fiscal Year 2025 ridership for GoGeo Limited Paratransit and Seniors.

<u>rideGTX</u>
rideGTX is a City of Georgetown voucher program that partners with Trippp Consulting to provide accessible transportation 24/7, year-round, through the use of Uber and zTrip. Riders get up to 10 discounted vouchers per month for rides that start and end in the service area. Riders pay the first $4, and the City subsidizes up to $10 per ride. Riders pay any remaining balance over $14.

WAV riders (wheelchair accessible vehicles) get unlimited rides in the service area. WAV riders pay the first $4 per trip.

Rides that start and end in the service area are eligible for the voucher and WAV. The service area includes the city limits of Georgetown plus Baylor Scott and White and Ascension Seton Williamson hospitals in Round Rock.

rideGTX launched in April 2025. Funding for rideGTX is provided by the City’s general fund. In Fiscal Year 2025, the City of Georgetown’s cost for rideGTX was $245,701.95.

<u>GoGeo</u>
GoGeo offers limited paratransit and senior services. Rides are provided by CARTS, a subcontractor for CapMetro. Senior services are for ages 65 and older. The limited paratransit services are for those with qualifying disabilities. GoGeo provides curb-to-curb service from 7 a.m. to 7 p.m. Monday through Friday. GoGeo fares are $2 each way.

Forty percent of the funding for GoGeo Limited Paratransit and Senior Service is provided through a Federal grant administered by CapMetro. The remaining sixty percent is funded by the City of Georgetown. In Fiscal Year 2025, $258,895 was budgeted for GoGeo.

FINANCIAL IMPACT:
FY26 rideGTX may require a midyear budget amendment of approximately $70,500.00 to address performance-exceeding approved FY26 budget.

SUBMITTED BY:
Shawn Gunnin, Systems Engineering

ATTACHMENTS:
Transit Council Update - 02-10-2026.pdf

Transit Update

2/10/26 | City Council Workshop

GEORGETOWN TEXAS

Council Feedback

Does Council want to continue GoGeo services in FY27?

Does Council want to make changes to rideGTX in FY26 to address funding shortfall?

Agenda

- Transit background
- GoGeo ridership
- rideGTX ridership
- Top destinations
- Program costs
- Services and funding options
- Single transit program
- Council feedback

History of Transit Service in Georgetown, 2008 to Present

2008	2009	2011 - 2014	2015	2016	2017 - 2021	2021-2022	2023	2025-present
Public Transportation Implementation Committee	Bus Pilot Program in Sun City	• Urbanized Area Size • Service Area Expansion • Council Adopts Budget & Strategic Goal	Transit Development Plan Adopted	Council Decision on Transit	GoGeo Launch (Fixed-Route and Paratransit Services) Lyft pilot program & Micro transit exploration	Limited paratransit & senior service (*added 2022*)	Transit Development Plan Adopted	rideGTX launched

100+K rides on GoGeo

Transit Programs

GoGeo

- Senior Service (65+) and Limited Paratransit
- $2/ trip
- Monday – Friday, 7am to 7pm

rideGTX

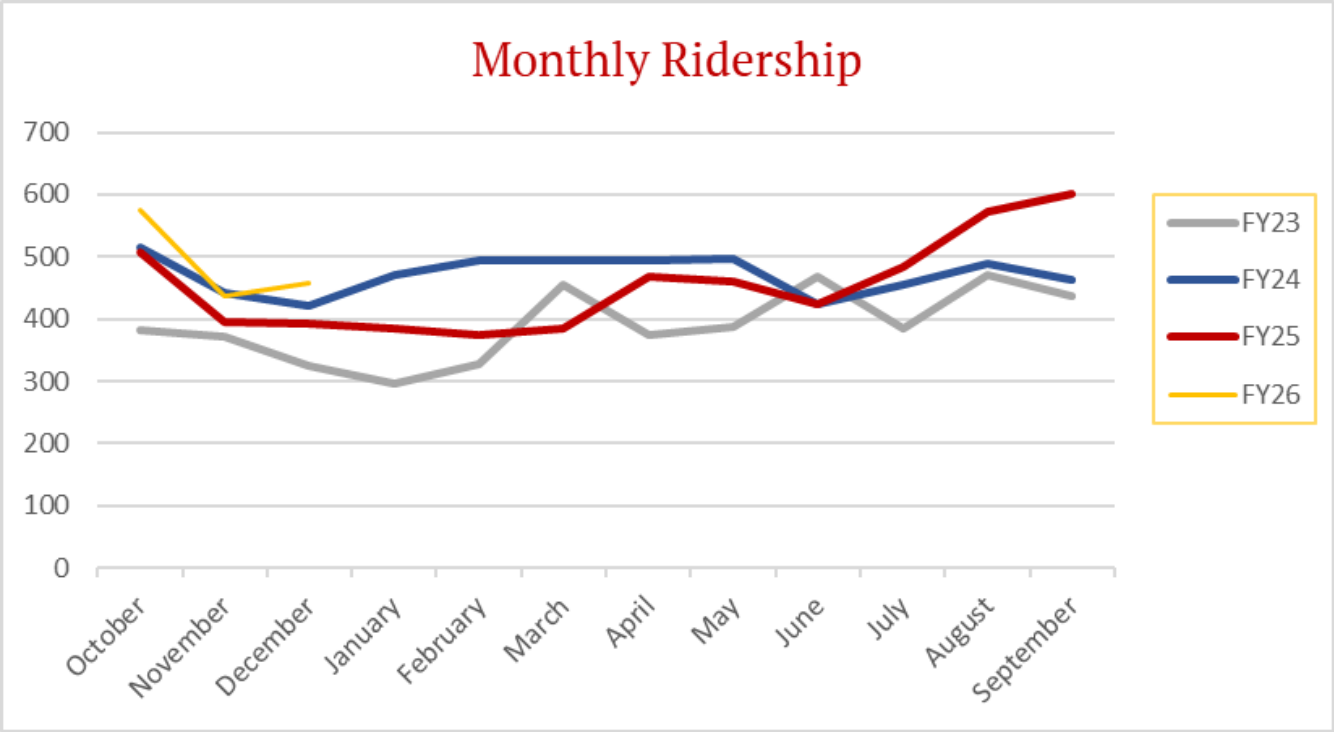
- Rideshare and Wheelchair Accessible Vehicle (WAV)
- Riders pay first $4. Voucher covers the next $10.
  - Rider pays remaining balance exceeding $14
  - Limited to 10 vouchers/ month
  - No limit on WAV vouchers
- Service is 24/7

GoGeo - Ridership

FY25 ridership
- 5,446 total trips
- 518 WAV trips

FY26 ridership - (Oct – Dec)
- 1469
- 111 WAV trips

Overall monthly averages
- 451 trips/ month
- 21.4 trips/ day
- 1.2 trips/ hr



rideGTX Ridership

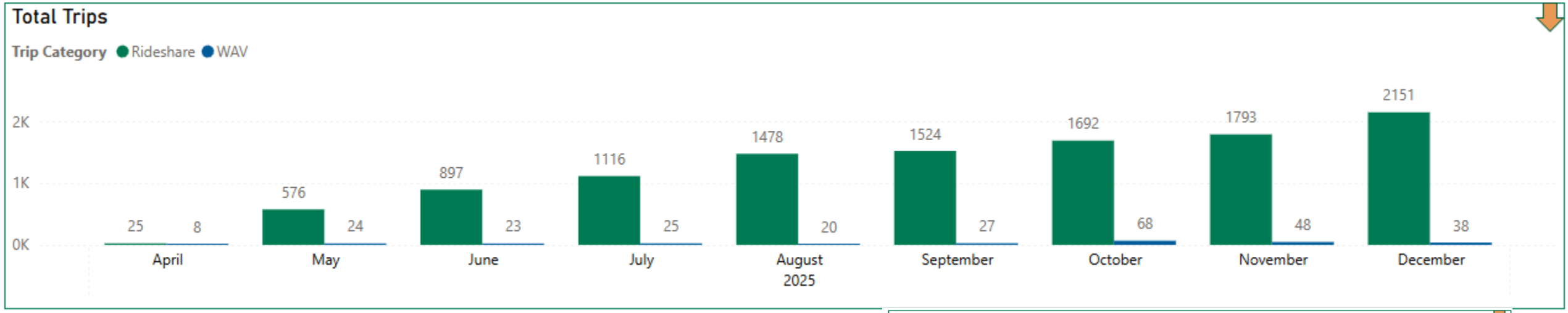
FY25 ridership (April – September, 6 Months)

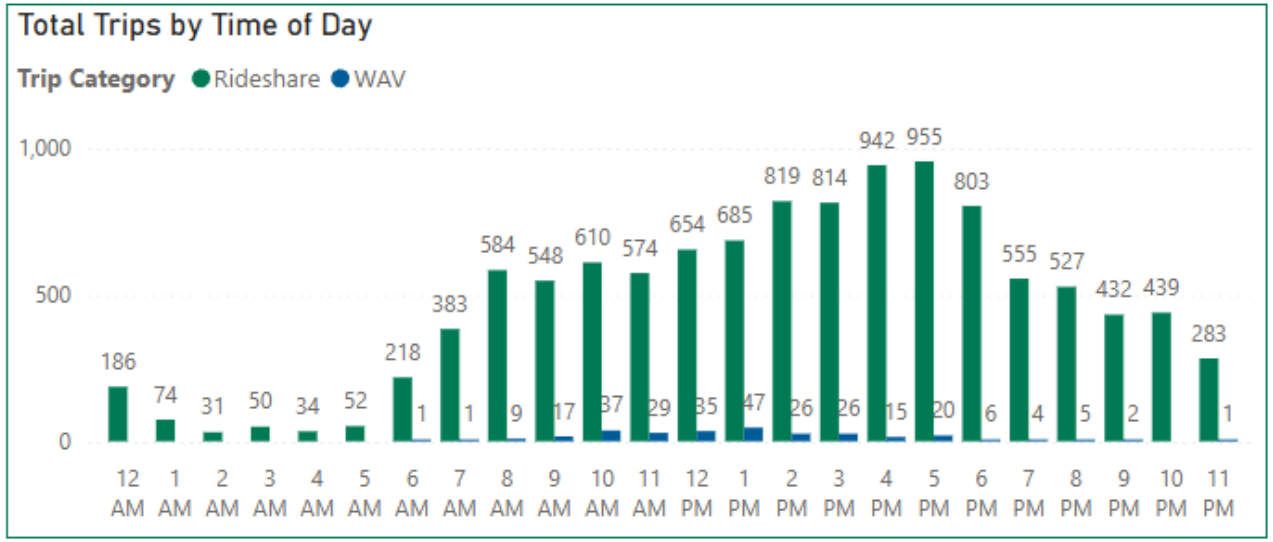
- 5,616 voucher trips
- 127 WAV Trips
- 5,743 total trips in FY25
- 41 max voucher users per month

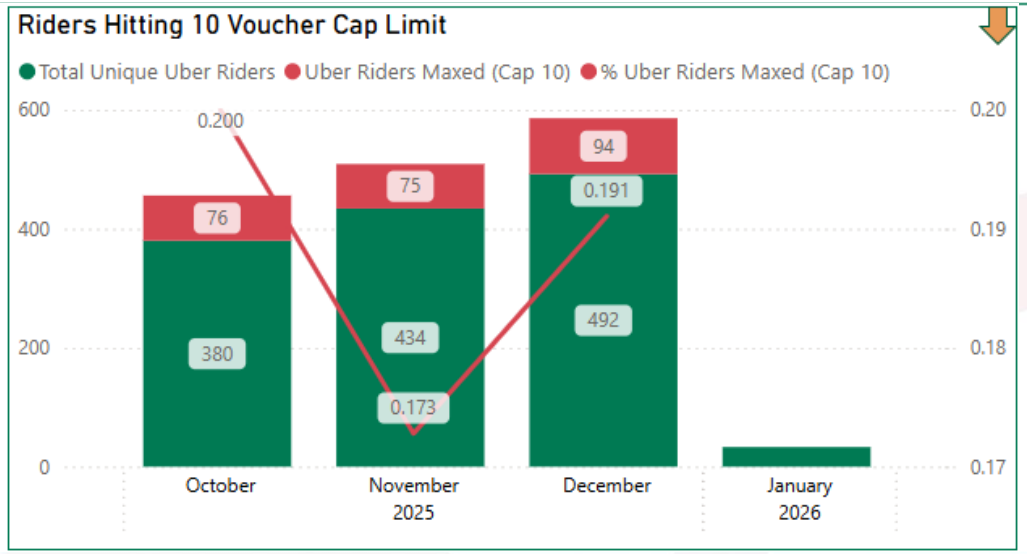
FY26 ridership (October – December, 3 Months)

- 5,636 voucher trips
- 154 WAV trips
- 5,790 total trips in FY26
- 82 max voucher users per month

rideGTX – Dashboard Information







Top Destinations

GoGeo

- San Gabriel Senior Village
- Davita Georgetown Dialysis
- HEB
- Walmart
- Private Residence
  - Sun City
  - Pennington Place

rideGTX

Top 5 voucher destinations

- Downtown
- Walmart
- Woodsprings Suites
  - Family clinic, autobody, electronics, jewelry store
- Klett Center of the Performing Arts
- HEB

Top 5 WAV destinations

- The Wesleyan Assisted Living
- San Gabriel Senior Village
- Sun City
- Wellspring United Methodist
- Baylor Scott & White

Program Cost

GoGeo

FY25: Oct - Sept
- Program Cost - $258,895
- $47.54/ Trip

FY26: Oct – Dec (3 months)
- Program Cost - $55,858.07
- $38.02/ Trip

rideGTX

FY25: April – Sept (6 months)
- Program Cost - $245,701.95
  - Incl: $85K Implementation
  - Incl: $16k voucher prepayment
- $42.78/ Trip
- Voucher Cost/ Trip - $6.37
- WAV Cost/ Trip - $1,010.69
- WAV after hours cost - $16,729.17/ month

FY26: Oct – Dec (3 months)
- Program Cost - $130,350.87
- $22.51/ Trip
- Voucher Cost/ Trip - $6.80
- WAV Cost/ Trip - $370.12
- WAV after hours cost/ year - $200,750

rideGTX FY26 Additional Funding Needed

Approved vs Actual				
FY26 Approved Budget	FY25 Rollforward	Total Funding Available for FY26	Projected Total Cost Based on 3 Months of Performance of FY26	Potential Midyear Amendment
$272,000.00	$74,000.00	$346,000.00	$416,403.44	$(70,403.44)

FY27 Transit Service Program Cost

GoGeo - $258,895
rideGTX - $465,000

Total cost = $723,895

Options to Reduce Cost of rideGTX

Reduce voucher/ WAV availability hours

- Reduce the voucher and WAV to 6am to 10pm
  - Pricing is based on 24/7 Model
  - Recalibrating hours and pricing may result in a 10% overall savings
  - Estimated yearly savings - $42,000

Increase rider cost

- Rider pays first $4, increase to $6
- Estimated savings - $45,000

Voucher program available until funds are exhausted

Single Transit Program for FY27

Only GoGeo - $258,895

Only rideGTX – projected cost of service $521k

- Projected FY27 trips – 26,000
- GoGeo cost of absorption - $56k
  - $37k increase in voucher cost
  - $19k increase in WAV cost
- 6-8 months to move GoGeo users over to rideGTX

Limit WAV trips to 10 – match the voucher

Council Feedback

Does Council want to continue GoGeo services in FY27?

Does Council want to make changes to rideGTX in FY26 to address funding shortfall?

City of Georgetown, Texas
City Council
February 10, 2026

SUBJECT:
Annual Police Department Update

SUGGESTED ACTION:
Presentation and discussion regarding the Police Department annual update -- Cory J. Tchida, Chief of Police

ITEM SUMMARY:
Chief Tchida will present the annual Police Department update to Council which will include metrics regarding staffing, crime and workload statistics, 2025 accomplishments, and 2026 goals.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Cory Tchida, Police Department

ATTACHMENTS:
02102026 PD Update Council Workshop.pptx

Police Department Annual Update

February 10, 2026 | Council Workshop

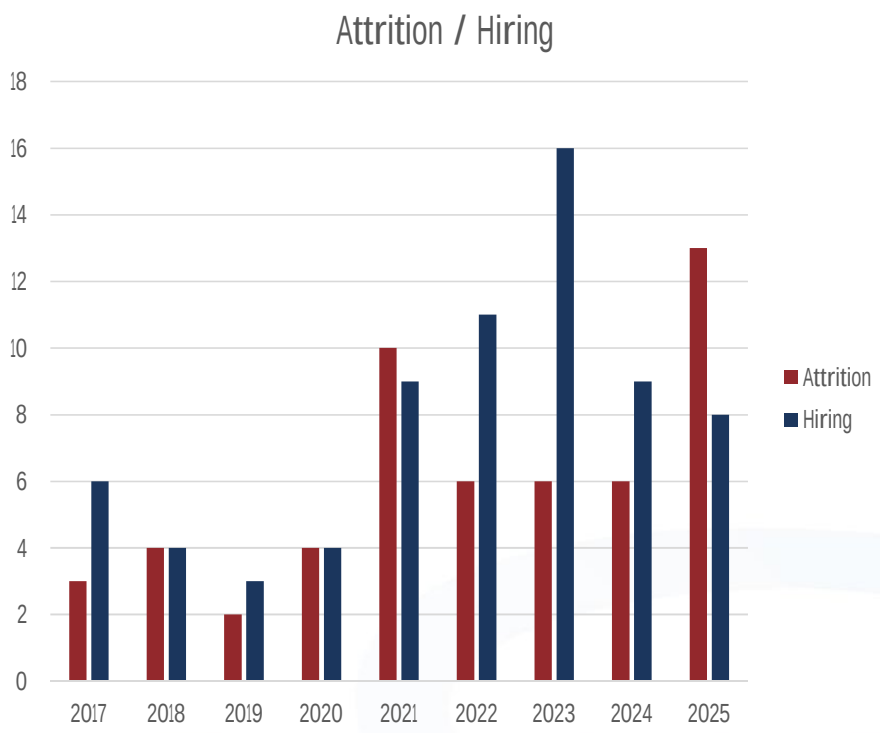
GEORGETOWN
TEXAS

Topics

- Staffing Update
- Department Statistics
- Homelessness
- Mental Health
- 2025 Highlights
- What's Ahead for 2026

Staffing Update

Staffing Update



- 2025 Attrition
  - 3 - Retired
  - 2 –Termination
  - 1 – Resigned in lieu of termination
  - 2 – Resigned for other LE agencies
    - DPS
    - Leander
  - 5 – Resigned for personal reasons
    - 3 – Family not satisfied with job
    - 2 – Job not what they expected
- 2025 Hiring
  - 8 Sworn Hired
    - 4 – Certified
    - 4 – Non-Certified
- FY 25/26 New Positions
  - 4 – Patrol
  - 2 – Traffic
  - 1 – SRO
  - 1 - CIT

Staffing Update

Vacancies (01/21/2026)

- 3 - Current Openings
  - 1 – Actual
  - 2 – Over Hire

Training Pipeline (01/21/2026)

- 9 –Field Training
- 8 - Academy

Sworn							
Date	Total	SOF	Vacancies	Percent	Injured/Modified Duty	Training	Percent
Jan-26	110	113	3	97.35%	3	17	79.65%

Model for the Allocation of Patrol Personnel

Option 1 Modeling Results: Based on the results of the MAPP for Option 1, 46 patrol officers need to be assigned to the GPD Patrol Division by the end of fiscal year 2029-30. This is 3 additional patrol officers above the current authorized patrol staffing of 43.

Implementation Timeframe:
FY 2025-26 – Add 1 patrol officer
FY 2027-28 – Add 1 patrol officer
FY 2029-30 – Add 1 patrol officer

- Respond to Priority "P" calls for service in 8 minutes 52 seconds, Priority 2 calls for service in 14 minutes 45 seconds, and Priority 3 calls for service in 24 minutes 38 seconds;

Option 2 Modeling Results: Based on the results of the MAPP for Option 2, 58 patrol officers need to be assigned to the GPD Patrol Division by the end of fiscal year 2029-30. This is 15 additional patrol officers above the current authorized patrol staffing of 43.

Implementation Timeframe:
FY 2025-26 – Add 3 patrol officers
FY 2026-27 – Add 3 patrol officers
FY 2027-28 – Add 3 patrol officers
FY 2028-29 – Add 3 patrol officers
FY 2029-30 – Add 3 patrol officers

- Respond to Priority "P" calls for service in 6 minutes, Priority 2 calls for service in 8 minutes, and Priority 3 calls for service in 15 minutes;

Option 3 Modeling Results: Based on the results of the MAPP for Option 3, 60 patrol officers need to be assigned to the GPD Patrol Division by the end of fiscal year 2029-30. This is 17 additional patrol officers above the current authorized patrol staffing of 43.

Implementation Timeframe:
FY 2025-26 – Add 3 patrol officers
FY 2026-27 – Add 4 patrol officers
FY 2027-28 – Add 3 patrol officers
FY 2028-29 – Add 4 patrol officers
FY 2029-30 – Add 3 patrol officers

- Respond to Priority "P" calls for service in 5 minutes, Priority 2 calls for service in 8 minutes, and Priority 3 calls for service in 15 minutes;

Model for the Allocation of Patrol Personnel

Option 2

- 15 Additional Patrol Officers
  - FY 25/26 – 3
  - FY 26/27 – 3
  - FY 27/28 – 3
  - FY 28/29 – 3
  - FY 29/30 – 3
- Reduce P response time to 6 minutes

Option 3

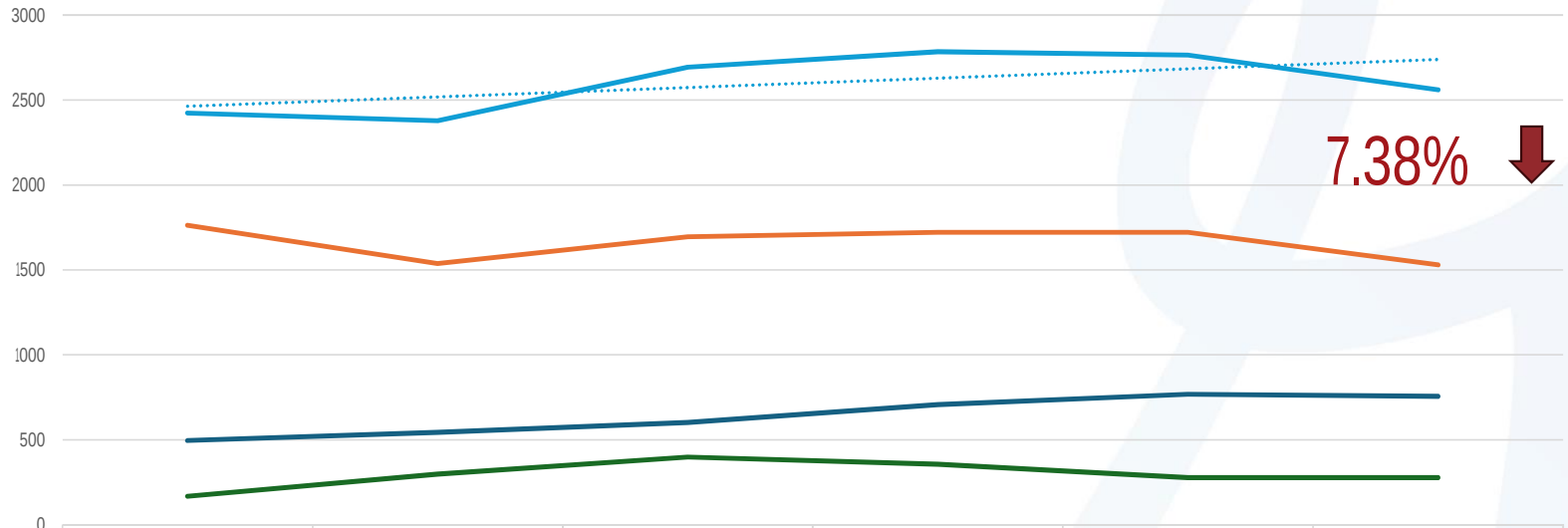
- 17 Additional Patrol Officers
  - FY 25/26 – 3
  - FY 26/27 – 4
  - FY 27/28 – 3
  - FY 28/29 – 4
  - FY 29/30 – 3
- Reduce P response time to 5 minutes

Department Statistics

Group A Offenses

Offense	2020	2021	2022	2023	2024	2025
Murder	4	2	2	0	0	8
Negligent Manslaughter	0	0	0	1	0	0
Justifiable Homicide	0	0	0	0	0	0
Rape	37	28	41	24	21	28
Sodomy	9	5	4	6	18	5
Sexual Assault with Object	5	0	3	1	1	0
Fondling	1	1	6	8	3	4
Aggravated Assault	54	74	73	92	119	118
Simple Assault	347	366	416	495	528	504
Intimidation	36	64	54	67	58	67
Kidnapping/Abduction	2	2	1	12	19	21
Incest	0	0	1	0	0	0
Human Trafficking, Commercial Sex Acts	0	0	0	0	0	0
Human Trafficking, Involuntary Servitude	0	0	0	0	0	0
Crimes Against Persons Total	495	542	601	706	767	755
Robbery	16	7	10	10	7	3
Arson	3	4	14	5	1	3
Extortion/Blackmail	1	0	0	3	1	2
Burglary/Breaking & Entering	149	132	131	188	205	135
Larceny/Theft Offenses	859	796	872	772	794	661
Motor Vehicle Theft	92	73	57	92	70	86
Counterfeiting/Forgery	69	34	49	50	42	39
Fraud Offense	241	248	292	365	320	334
Embezzlement	7	6	8	8	7	6
Stolen Property Offenses	4	8	10	13	10	7
Destruction of Property	321	230	252	216	264	252
Bribery	0	0	0	0	0	1
Crimes Against Property Total	1762	1538	1695	1722	1721	1529
Drug/Narcotic Violations	107	203	272	236	156	145
Drug Equipment Violations	26	43	76	59	58	65
Pornography/Obscene Material	14	23	23	32	24	23
Gambling Offenses	0	0	0	0	0	0
Prostitution	0	2	0	0	0	1
Weapons Law Violation	13	23	22	25	30	34
Animal Cruelty	7	4	5	4	8	8
Crimes Against Society Total	167	298	398	356	276	276
Total Group "A" Offenses	2424	2378	2694	2784	2764	2560

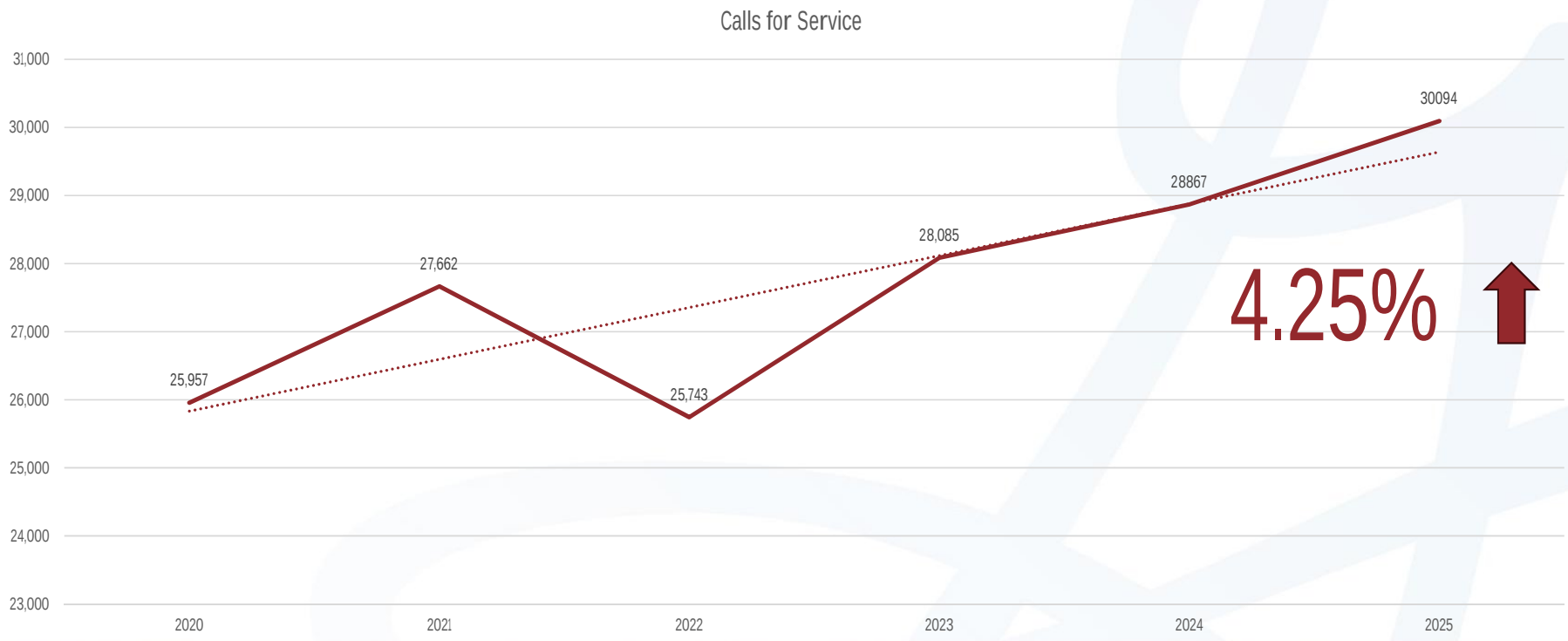
Group A Offenses



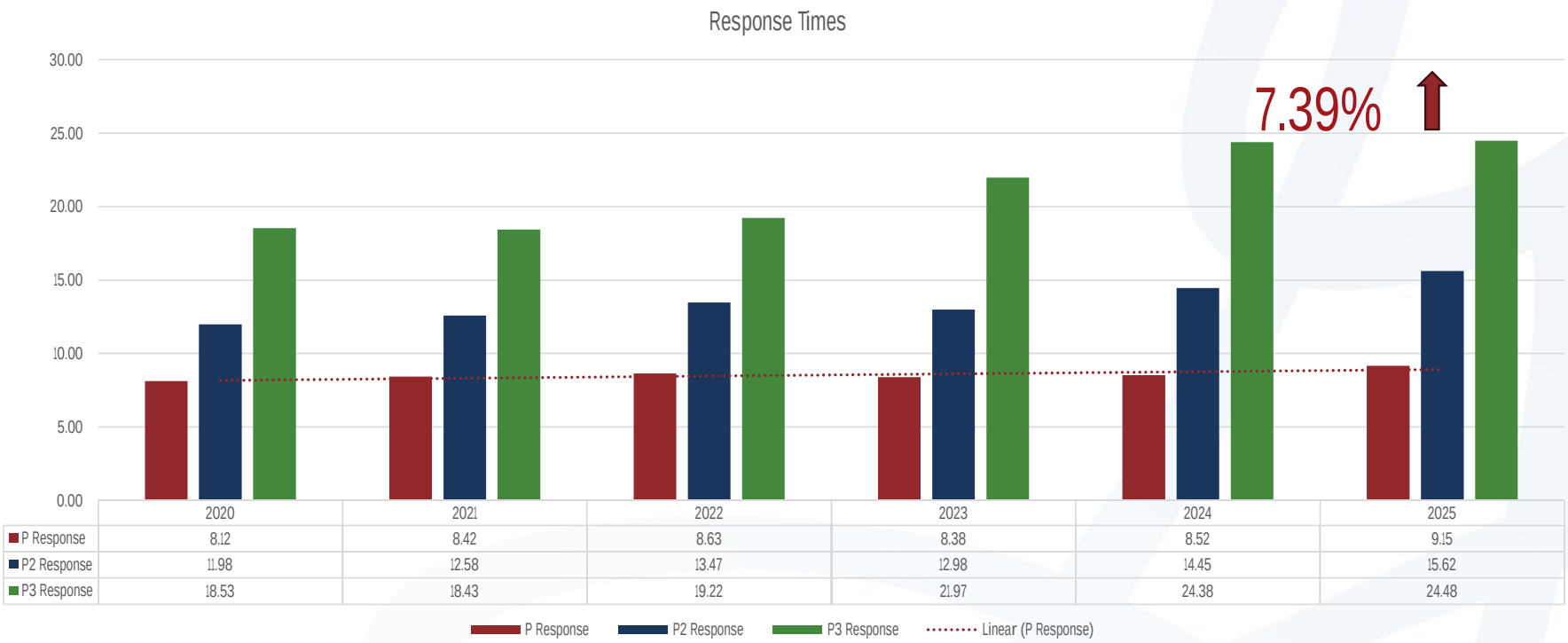
	2020	2021	2022	2023	2024	2025
Crimes Against Persons	495	542	601	706	767	755
Crimes Against Property	1762	1538	1695	1722	1721	1529
Crimes Against Society	167	298	398	356	276	276
Total Group "A" Offenses	2424	2378	2694	2784	2764	2560

Crimes Against Persons · Crimes Against Property · Crimes Against Society · Total Group "A" Offenses · Linear (Total Group "A" Offenses)

Calls for Service - Total

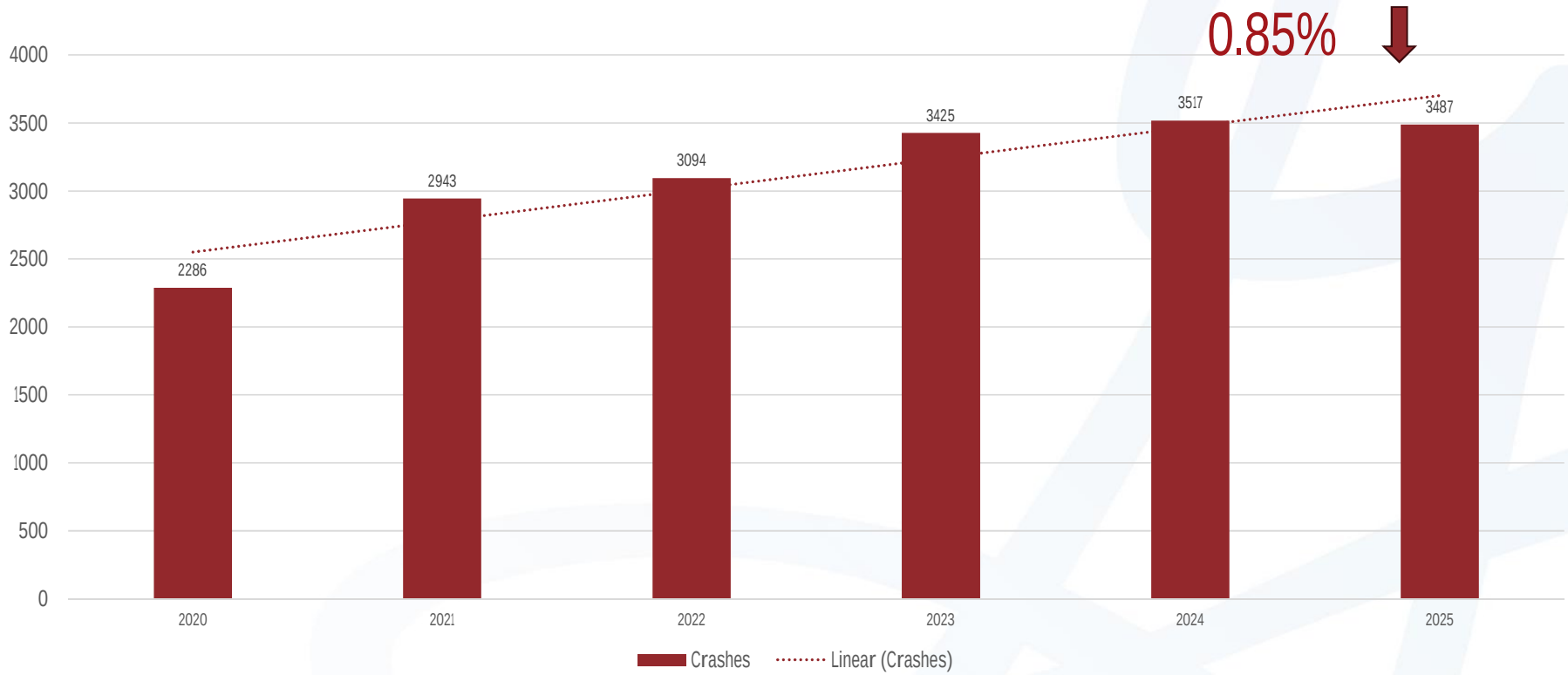


Response Times

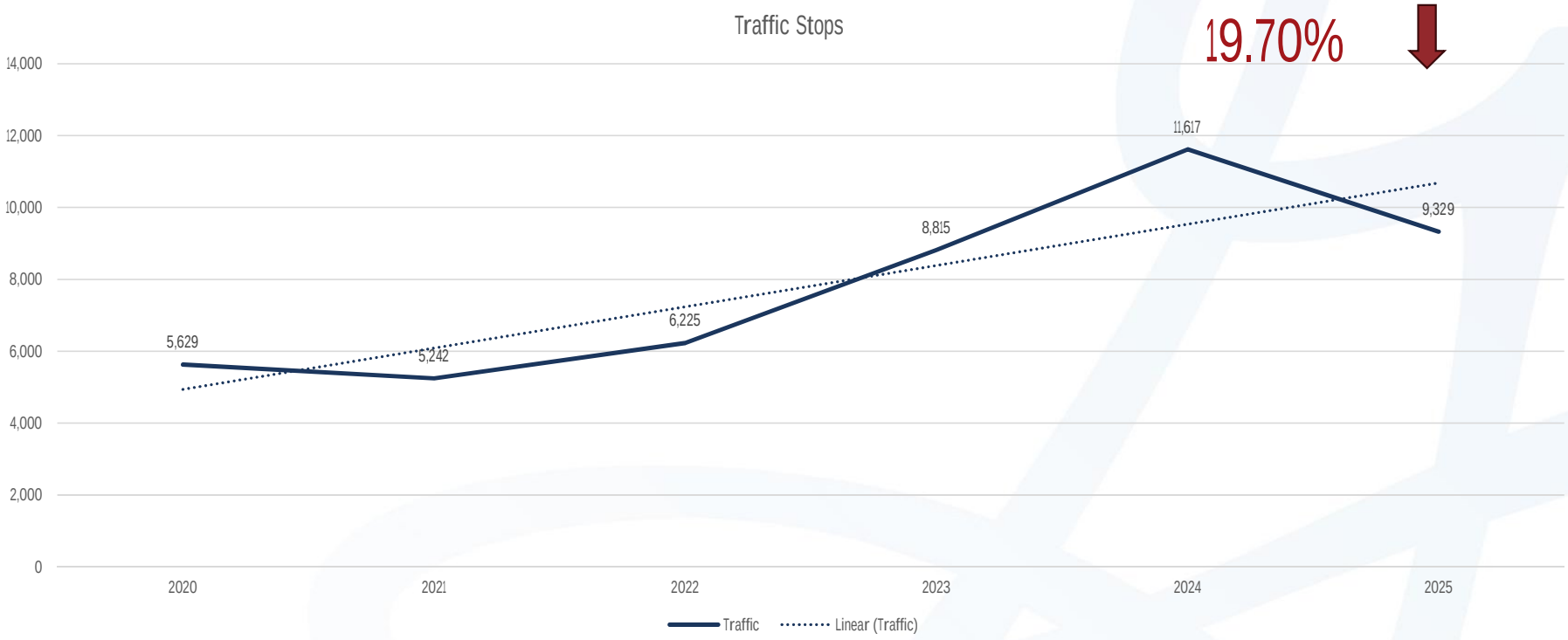


	2020	2021	2022	2023	2024	2025
P Response	8.12	8.42	8.63	8.38	8.52	9.15
P2 Response	11.98	12.58	13.47	12.98	14.45	15.62
P3 Response	18.53	18.43	19.22	21.97	24.38	24.48

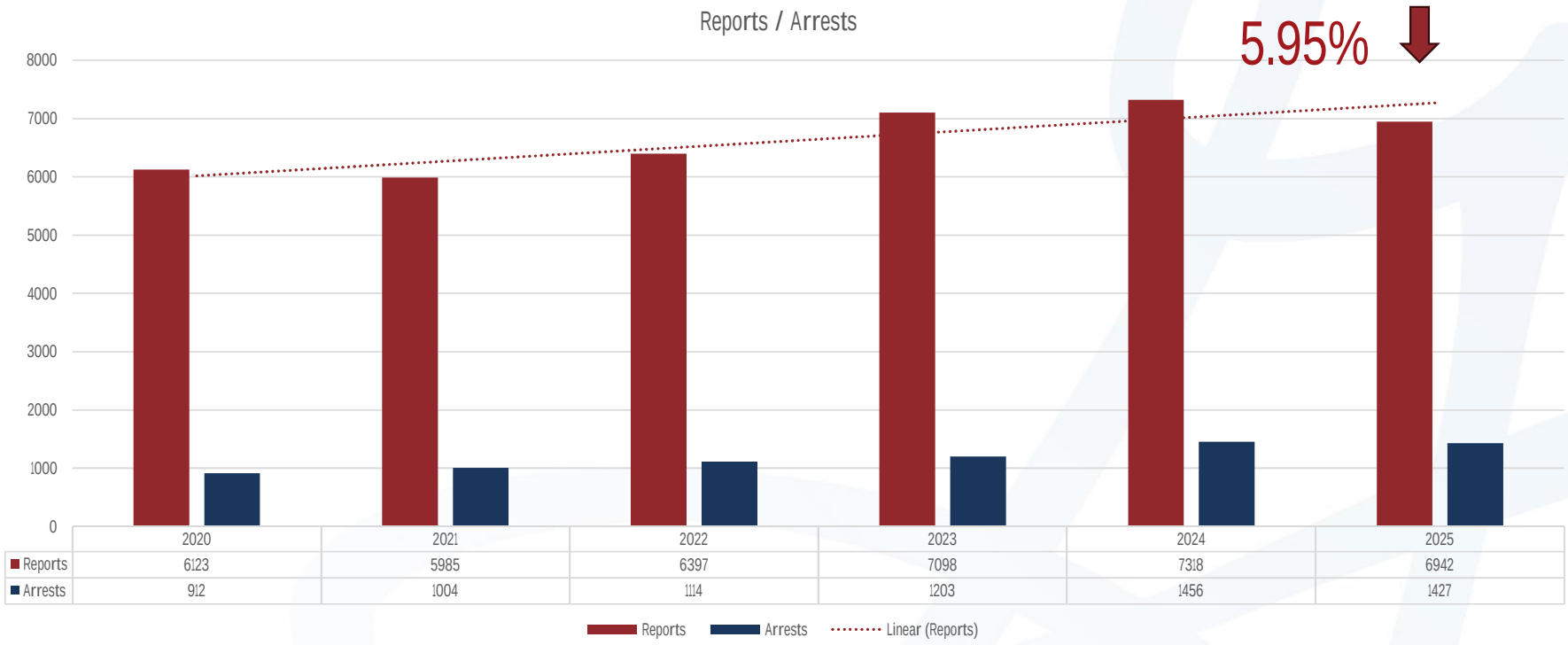
Motor Vehicle Crashes



Traffic Stops



Reports / Arrests

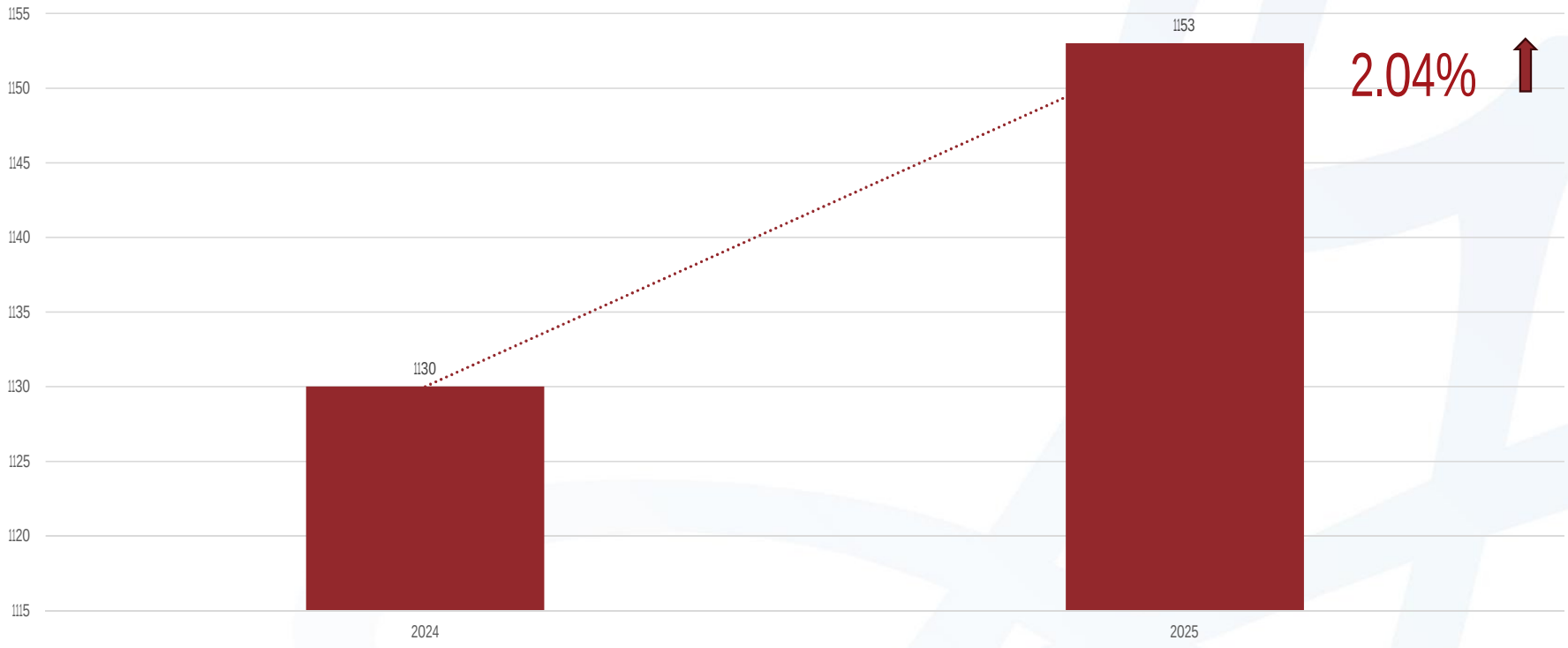


	2020	2021	2022	2023	2024	2025
Reports	6123	5985	6397	7098	7318	6942
Arrests	912	1004	1114	1203	1456	1427

CID Case Assignments

Homelessness

Homeless Contacts



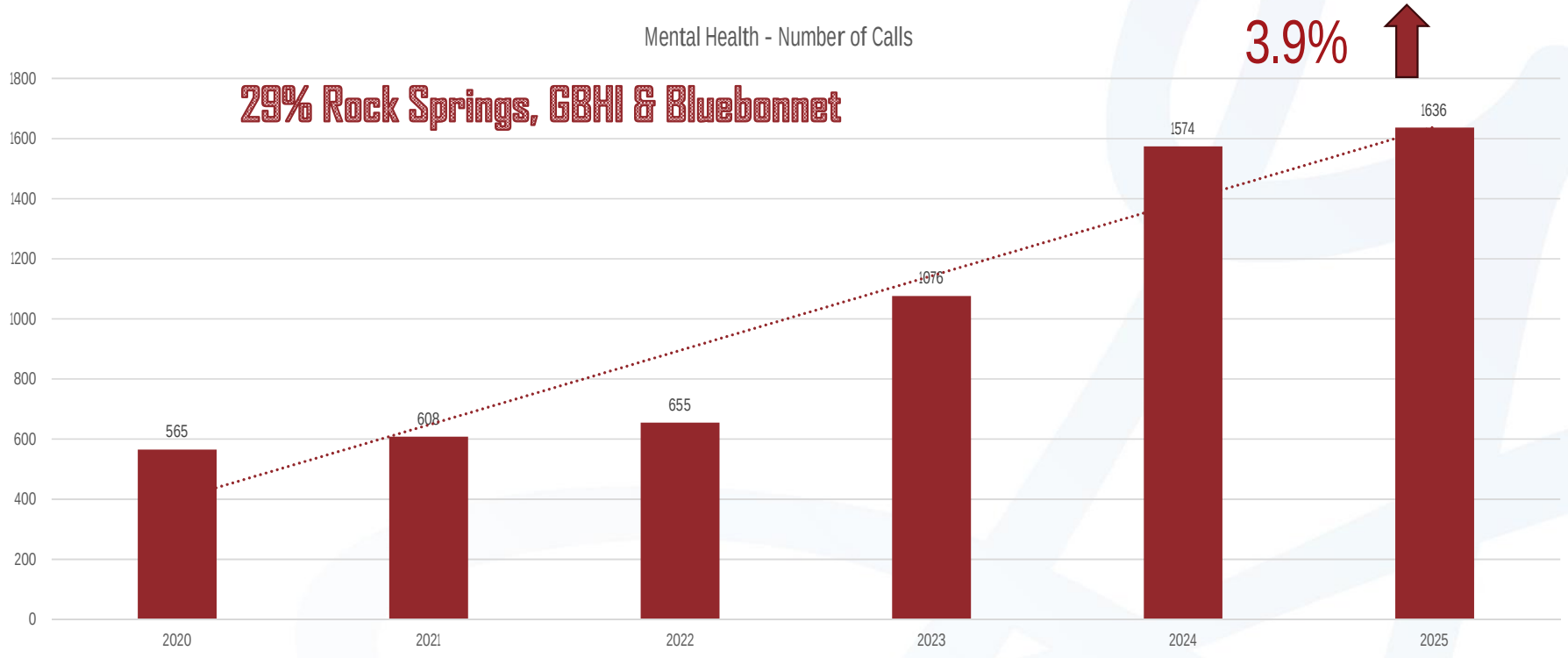
Homeless Outcomes

- Enforcement
  - Camping Ban Violation – 16
  - Park Hours Violation – 0
  - Sleeping in Public (Nighttime) – 6
  - Obstructing Sidewalk – 1
  - Sitting/Lying Down in Downtown Overlay District - 0
  - Criminal Trespass – 86 Total
  - Failure to Use Sidewalk – 2
- Mental Health Interventions
  - Emergency Detentions – 203 Total (Housed/Unhoused)
- Other Interventions
  - Zone of Support Transfers – Approximately 24

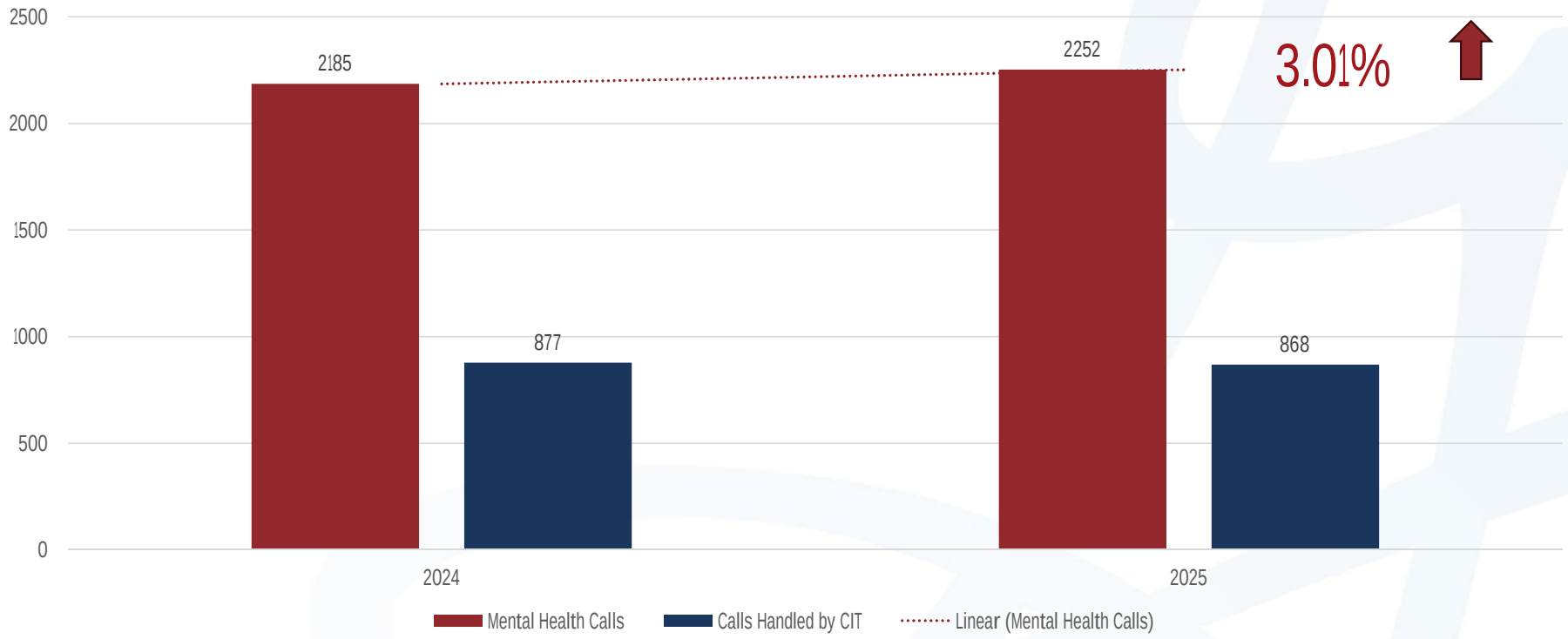
Mental Health

GEORGETOWN
TEXAS

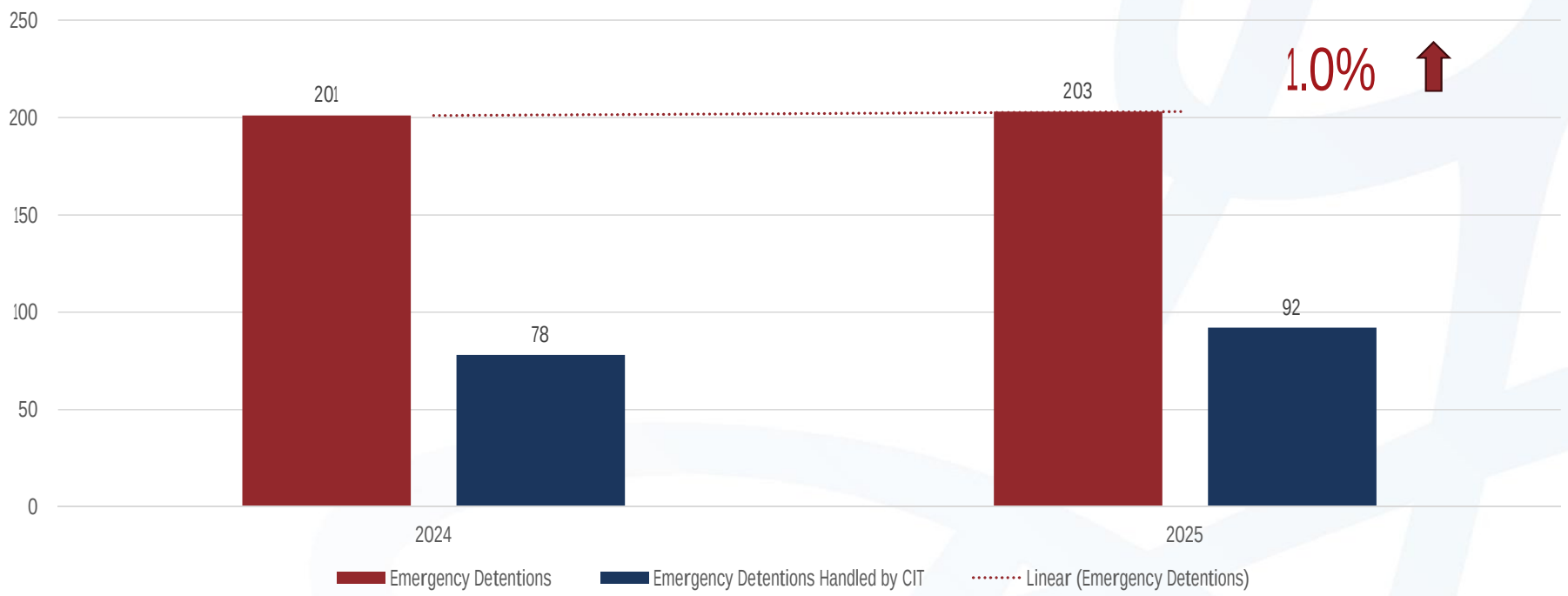
Mental Health Calls for Service



Mental Health Calls for Service



Mental Health Emergency Detentions



2025 Highlights

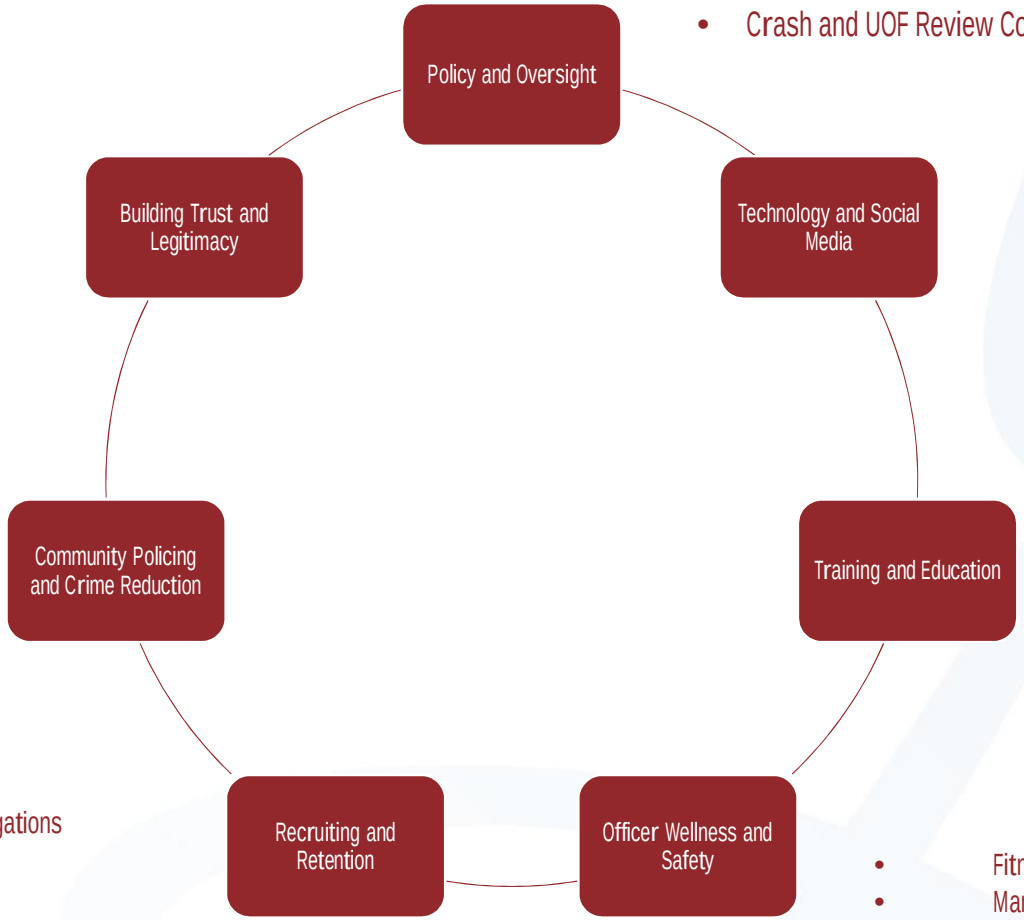
Senior Cyber Fraud

- Conducted focus groups and surveys with Georgetown senior residents to identify knowledge gaps and barriers to fraud reporting and ideas for a Senior Fraud campaign.
- Focus group voted and selected campaign symbol, slogan, and quick tips.
- Created campaign slogans, posters, and symbol mock-ups for review.
- Partnered with AskGTX to establish a scam help line for the community to call for a scam check.
- Pushing materials to high profile locations.

IACP Trust Building Campaign

- Completed in December of 2025.
- Nationally recognized initiative focused on strengthening public trust, transparency, and legitimacy in law enforcement.
- We are one of only 158 law enforcement agencies worldwide, and just 11 agencies in Texas, to complete this campaign.
- Participation required the department to formally assess and document its practices across key trust-building areas, including leadership and culture, policy and accountability, community engagement, and officer wellness.

What’s Ahead for 2026



- Crash and UOF Review Committees

- Explore Engage Software
- Deploy BOLA Wrap to all Patrol

- Conduct ERASE for all Sworn
- Conduct VR training blocks for all Sworn

- Fitness Participation Awards
- Mandatory Frontline Physicals
- Monthly Driving Scorecard

- Outsource Background Investigations
- Recruiting Team Engagement

- Create BTAM Capability
- Re-energize Bike Patrol
- Staffing
  - Patrol
  - CID
  - Communications

- CommUNITY Chief's Advisory Group

Questions?

City of Georgetown, Texas
City Council
February 10, 2026

SUBJECT:
Executive Session 02.10.2026

SUGGESTED ACTION:
Sec. 551.071: Consultation with Attorney
Advice from the attorney about pending or contemplated litigation and other matters on which the attorney has a duty to advise the City Council, including agenda items.
- Litigation Update
- Long-term Water Supply Contracts
- Austin Avenue Bridge Rehab Project
- ILA Agreement with Williamson County regarding Ronald Reagan Blvd

Sec. 551.072: Deliberations about Real Property
- SH 29 and Summercrest Blvd
- 9th and Main
- 8th and Forest

Sec. 551.086: Certain Public Power Utilities: Competitive Matters
- Purchased Power

Sec. 551.087: Deliberation Regarding Economic Development Negotiations
- Project Aurora

Sec. 551.074: Personnel Matters
- Council Appointed Positions Evaluation Process

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
February 10, 2026

SUBJECT:
Call to Order 02.10.2026

SUGGESTED ACTION:
Pledge of Allegiance
Recognitions
Action out of Executive Session

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
February 10, 2026

SUBJECT:
Public Wishing to Address 02.10.2026

SUGGESTED ACTION:
At the time of posting no one had signed up to speak.

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
February 10, 2026

SUBJECT:
Council Meeting Minutes 01.27.2026

SUGGESTED ACTION:
Consideration and possible action to approve the meeting minutes of City Council meeting held on January 27, 2026 -- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:
City Council Minutes 01.27.2026.pdf

Minutes of the City Council
City of Georgetown, Texas
Tuesday, January 27, 2026

The Georgetown City Council met on Tuesday, January 27, 2026, at 2:00 PM at the Council and Court Building, 510 W. 9th Street.

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

The following Members were in attendance: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Josh Schroeder, Shawn Hood, and Ron Garland.

1. Policy Development and Discussion - Workshop

Mayor Schroeder called the meeting to order at 2:02 p.m.

1.A **Planning Items Presentation Format Feedback**
Presentation and discussion regarding proposed planning presentation changes -- Edgar Garcia, Planning Director

Garcia presented and reviewed the context for Planning items, the current and proposed presentation format, the current and proposed staff reports, and the needed feedback from Council.

General discussion among Council and staff, including Zane Brown, Development Support Manager, and Nick Woolery, Assistant City Manager - Planning, regarding the following: subjective nature of the criteria for promoting the health safety, and general welfare of the area; reasons for using the "partially complies" designation; upcoming code changes; relationship between the development community, staff, and

Council; possible ways to maximize the impact of staff reports; allowing applicants a time and place to respond to staff's analysis of applications; variances or accommodations made for applicants; uses that require an SUP (special use permit); uses near proposed projects to show what the makeup of the area is; non-controversial items that were approved with a 7-0 vote by P&Z (Planning and Zoning); making sure to allow applicants the ability to address Council; keep item summaries brief; denote Council district where the applicant property is located; include the number of public comments received; clear explanation on reason for split votes at P&Z; and the impacts of developments on utilities.

1.B **UDC Project Public Engagement and Adoption Status Update**

Presentation and discussion of public engagement and adoption process and timeline for the Unified Development Code (UDC) update project -- Kelly Trietsch, Chief Development Officer, and Zane Brown, Development Support Manager

Trietsch introduced the item. Brown presented and reviewed the following: public engagement and communication purpose; pre-hearing public engagement; joint workshop scheduled for February 25th, 2026; webpage FAQs; communication; required notice; previous notice proposal; changes in state law regarding notice; current proposal for notice; mailed notice; pre-adoption public meetings; adoption public

hearings; effective date; full timeline of public meetings; and needed feedback from Council.

General discussion among Council and staff regarding what portions of the Code have not yet been published for review, staff plans for handling responses once flyers go out, possibly changing from a postcard to a letter -type notification to allow property owners to receive more information, the number of meetings and updates provided to Council and the public related to the process thus far, and plans going forward.

1.C **Annual Council Retreat Recap & Strategic Plan Scoping**

Presentation and discussion regarding updates to the City Council Strategic Plan based on Annual Council Retreat discussions -- David Morgan, City Manager

Morgan presented and reviewed the following: Council retreat discussion topics; new rules of engagement; new Council priority goals for 2026; Strategic and Comprehensive Plan scoping; current Council goals practice; Comprehensive Plan update; benefits of a combined Strategic Plan and Comprehensive Plan effort; path forward; needed Council feedback on project scoping; and questions for Council.

General discussion among Council and staff regarding the need to develop a 2050 Plan; how any adopted plans will make their way into future budgets, ordinances, resolutions, and other policy-making documents and materials; need to accommodate current work with future planning; considerations for infrastructure in the future; and how to define "Small Town Charm" and keep it in mind as the City grows.

1.D **Fire Department Overview**

Presentation and discussion regarding Fire Department Operations -- John Sullivan, Fire Chief

Sullivan presented and reviewed the following: Fire Department service area; strength of force and tenure; employee trends; extended vacation; budget trends; fire trends; EMS trends; response time trends; demand trends; protection class; demographics; coverage analysis; frontline health trends; sleep issues; Deployment Plan; Station 8; 2028 modeling; Station 9 modeling; current focus; and planning for tomorrow.

General discussion among Council and staff regarding department retention; clarification on what qualifies as a structure fire; increase in structure fires related to lithium batteries; how protection class ratings can impact the city and insurance rates for citizens; and the status of Station 4, which is currently located at the Airport.

Mayor Schroeder recessed into Executive Session at 4:20 p.m.

2. Executive Session

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

2.A **Executive Session 01.27.2026**

Sec. 551.071: Consultation with Attorney

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

- Litigation Update
- Long-term Water Supply Contracts
- Pending litigation in Cause No. 25- 0485-CC2 in County Court at Law No. 2

Sec. 551.072: Deliberations about Real Property

- SH 29 and Summercrest Blvd
- 9th and Main
- Deliberations regarding the purchase and value of two parcels of real property situated in Williamson County, Texas, such parcels being locally known as 903 Riverhaven Dr., Georgetown, Texas 78628
- Deliberations regarding the purchase and value of a 29.156-acre Tract of land situated in Williamson County, Texas, such property being locally known as 350 Serenada Drive, Georgetown, Texas 78628
- Deliberations regarding the purchase and value of two parcels of real property situated in Williamson County, Texas, such parcels being locally known as 5601 Williams Drive, Georgetown, Texas 78633; and 5631 Williams Drive, Georgetown, Texas 78633

Sec. 551.087: Deliberation Regarding Economic Development Negotiations

- Project Aurora

3. Regular Session - This portion of the meeting will begin no earlier than 6:00 pm.

Mayor Schroeder called the meeting to order at 6:29 p.m.

3.A **Call to Order 01.27.2026**

Pledge of Allegiance
Recognitions
Action out of Executive Session

Moved by Kevin Pitts; seconded by Jake French to Approve to authorize the City of Georgetown to acquire the necessary Right-of-Way from two Parcels of land commonly known as 903 Riverhaven Drive, Georgetown, TX 78626, identified with WCAD Parcels ID R039580 and R362939, and currently owned by Leander Health Realty LLC, as part of the FM 971 Road Extension Project, as well as additional land from this property for the extension of Parkview Dr., and further move to authorize the City Manager to negotiate the final terms and consideration of the new Right of Way acquisition, and to execute all necessary Right of Way documents related to the aforementioned FM 971 Road Extension Project and acquisition of the additional land for the extension of Parkview Dr., in accordance with the terms discussed in Executive Session.
Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

4. Public Wishing to Address Council

On a subject that is posted on this agenda: Please fill out a speaker registration form which can be found on the table at the entrance to the Council Chamber. Clearly print your name and the letter of the item on which you wish to speak and present it to the City Secretary on the dais, prior to the start of the meeting. You will be called forward to speak when the Council considers that item. Only persons who have delivered the speaker form prior to the meeting being called to order may speak. Speakers will be allowed up to three minutes to speak. If you wish to speak for six minutes, it is permissible to use another requestor's granted time to speak. No more than six minutes for a speaker may be granted. The requestor granting time to another speaker must also submit a form and be present at the meeting.

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

4.A **Public Wishing to Address 01.27.2026**
- Sancia Matthyssen would like to address the Council regarding transportation for disabled individuals outside Georgetown city limits.

5. Statutory Consent Agenda

The Statutory Consent Agenda includes non-controversial and routine items which may be acted upon with one single vote. An item may be pulled from the Consent Agenda in order to be discussed and acted upon individually as part of the Regular Agenda.
Item 5.AA was pulled and will be the first item on the Legislative Regular portion of the agenda.

Moved by Kevin Pitts; seconded by Shawn Hood to Approve as presented with the exception of Item 5.AA.
Motion Approved: 7 - 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

5.A **City Council Minutes**
Consideration and possible action to approve the minutes of the City Council meeting held on January 13, 2026 -- Robyn Densmore, City Secretary

5.B **Butler CAC Reappointment**
Consideration and possible action to reappoint Councilmember Ben Butler to the Capital Area Council of Governments (CAPCOG) to the Central Texas Clean Air Coalition (CAC) for 2026-2027 -- Mayor Josh Schroeder

5.C **Deputizing City Secretary Staff for Posting of Council Agendas**
Consideration and possible action to designate Taylor Martinez and Cynthia Jordan as Deputy City Secretaries for the purpose of posting agendas only -- Robyn Densmore, City Secretary

5.D **Resolution - ETJ Disannexation - A & S English Living Trust - 10.01 Acres**
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 10.01 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R560329 and owned by A & S English Living Trust -- Michael Charles, Real Estate Services Coordinator

5.E **Resolution - ETJ Disannexation - Sawyer - 19.52 Acres**
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 19.52 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R039360 and owned by Dennis and Jayne Sawyer -- Michael Charles, Real Estate Services Coordinator

5.F **Resolution - ETJ Disannexation - NEC 29 N 130 LLC**
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 44.071 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcels R576417, R040593 and R040594 and owned by NEC 29 N 130 LLC -- Michael Charles, Real Estate Services Coordinator

5.G **Resolution - ETJ Disannexation - DNJ Pride Ventures, LLC**
Consideration and possible action to approve a Resolution to confirm the disannexation of a tract of land described in Document Number 2025025267 of the Official Public Records of Williamson County from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcels R042277 and R042278 and owned by DNJ Pride Ventures, LLC -- Michael Charles, Real Estate Services Coordinator

5.H **Resolution - ETJ Disannexation - 99 Diamond Star Holdings LLC - 14.91 Acres**
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 14.91 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as all of Williamson County Appraisal District Parcel R620732 and a portion of Williamson County Appraisal District Parcel R011087and owned by 99 Diamond Star Holdings LLC -- Michael Charles, Real Estate Services Coordinator

5.I **Resolution - Nomination of Hunt Electric Corporation dba Baer Manufacturing for the Texas Enterprise Zone Program**
Consideration and possible action to approve a Resolution nominating Hunt Electric Corporation dba Baer Manufacturing for the Texas Enterprise Zone Program -- Cameron Goodman, Economic Development Director

5.J **Resolution - Adoption of City of Georgetown Title VI/Nondiscrimination Plan**
Consideration and possible action to approve a Resolution adopting the Title VI/Nondiscrimination Plan for TxDOT funded transportation programs and authorizing the Mayor to sign the USDOT Standard Title VI/Nondiscrimination General Assurances -- Lua Saluone, P.E., Transportation Manager

5.K **Language Change Request for Water Line Easement for The Ranch Center (Santa Rita Ranch)**
Consideration and possible action to approve the form of the water line easement to be conveyed to the City in connection with The Ranch Center (Santa Rita Ranch) development and to authorize the City Manager to execute the water line easement in the form substantially similar to the document attached hereto -- Andrew Culpepper, Assistant City Attorney - Real Estate Services

5.L **2025 Racial Profiling Report**
Consideration and possible action to accept the 2025 Racial Profiling Report as mandated by the State Legislature -- Cory J. Tchida, Chief of Police

5.M **Fire Hydrant Parts Bid Rejection**
Consideration and possible action to reject all bids associated with Bid No. 202550 for fire hydrant parts -- Chelsea Solomon, PE, Water Utility Director

5.N **Crescent Power Service Agreement Renewal**
Consideration and possible action to renew an agreement for a one-year term with Crescent Power, Inc. to perform energy portfolio management, risk management, regulatory support, and related consulting services in an amount not to exceed $309,000.00 -- Daniel Bethapudi, General Manager of Electric Utility

5.O **First Amendment to Northlands Professional Services Agreement 25-0125-PSA Forwarded from the Georgetown Water Utility Advisory Board (GWUAB):**
Consideration and possible action to approve the First Amendment to the Professional Services Agreement (PSA) 25-0125-PSA with Freese and Nichols of Austin, Texas, for professional engineering services for the Northlands Wastewater Treatment Facility in the amount of $10,991,205.00 -- Wesley Wright, PE, Systems Engineering Director, and David Herzog, CIP Manager

5.P **Third Amendment to the Interceptor Lift Station Decommissioning and Interceptor Improvements Project Task Order KPA-25-001**
Forwarded from the Georgetown Water Utility Advisory Board (GWUAB): Consideration and possible action to approve a Third Amendment to Task Order KPA-25-001 with Kasberg, Patrick and Associates, LP for professional services related to the Interceptor Lift Station Decommissioning and Interceptor Improvements Project in the amount of $743,500.00 -- Wesley Wright, PE, Systems Engineering Director

5.Q **First Amendment to Contract 25 -0270SC Wastewater Transport Services**
Consideration and possible action to approve the First Amendment to Contract 25-0270-SC-A1 with Wastewater Transport Services, LLC of Austin, Texas, for the haul off and removal of waste materials for the South Lake Water Treatment Plant in the amount of $105,266.59 -- Wesley Wright, P.E., Systems Engineering Director, and David Herzog, CIP Manager

5.R **Approval of Managed Print Services Contract with Stewart Organization (FY2026 - FY2029)**
Consideration and possible approval of a contract with Stewart Organization to provide managed print services for an amount of $ 132,000.00 per year for a total of $ 528,000.00 over four years -- Greg Berglund, Assistant Director, Information Technology; James Davis, IT Operations Manager

5.S **Annual Purchasing Authorization for Staff Computers and Laptops (Dell Technologies)**
Consideration and possible approval of an annual purchasing authorization with Dell Marketing LP (Dell Technologies) for computers, laptops, and related technology equipment and services to support the City's FY26 staff workstation replacement cycle, new staff onboarding, and infrastructure needs, not-to -exceed $500,000.00 (DIR-CPO-5792) -- Greg Berglund, Assistant Director, Information Technology

5.T **IT Intergovernmental Contract: UT Datacenter**
Consideration and possible approval of an Intergovernmental Contract with the University of Texas at Austin to use services at their Austin Shared Datacenter for an amount not to exceed $99,999.99 -- Chris Bryce, IT Director

5.U **Purchase and Installation of Sports Lighting from Musco Lighting for McMasters**
Consideration and possible action to approve the purchase and installation of sports lighting from Musco Sports Lighting, LLC using Buy Board contract #779-25 in the amount of $230,000.00 for the McMaster Athletic Complex -- Eric Nuner, Parks and Recreation Assistant Director

5.V **Task Order HAI-26-001 with Halff Associates for Blue Hole Park Construction Plans**
Consideration and possible action to approve Task Order HAI-26-01 with Halff Associates Inc., in the amount of $1,290,023.00 for Blue Hole Park Construction Plans -- Kimberly Garrett, Parks and Recreation Director

5.W **Purchasing Agreement with W.W. Grainger, Inc**
Consideration and possible action to approve expenditures in an amount not to exceed $450,000.00 to provide maintenance, repair and operations supplies, parts, equipment, materials and related services from W.W. Grainger, Inc. procured through the Region 4 Education Service Center Contract #24-08 -- Donna Cantwell, Purchasing Manager

5.X **Second Reading - FY2026 Capital Roll Forward Budget Amendment**
Second reading of an Ordinance amending the FY2026 Annual Budget due to the timing of capital projects and other expenditures approved in the prior year -- Nathan Parras, Assistant Chief Financial Officer

5.Y **Second Reading - Municipal Street Lighting Service Fee Ordinance Changes**
Second Reading of an Ordinance amending section 13.04.070 of the City of Georgetown Code of Ordinances relating to the municipal street lighting service fee -- Jackson Daly, Chief Business Officer, Electric Utility

5.Z **Second Reading - Reinvestment Zone No. 2026-01**
Second Reading of an Ordinance designating Reinvestment Zone No. 2026-01 -- Cameron Goodman, Economic Development Director

5.AA **Second Reading - 2023-3-PUD -700, 750, and 800 SH 195**
Second Reading of an Ordinance on a request for a Zoning Map Amendment to rezone 84.584 acres out of the William Roberts Survey No. 4, Abstract No. 524 from the Agriculture (AG) zoning district to the Planned Unit Development zoning district with base zoning districts of Low-Density Multi-Family (MF -1) and General Commercial (C-3), for the property generally located at 700, 750, and 800 SH 195, Georgetown, Texas (2023-3-PUD) -- Ryan Clark, AICP, Long Range and Neighborhood Planning Manager

This item was pulled from the Consent Agenda and taken up as the first item of the Legislative Regular Agenda.

Garcia presented and noted that changes the Council desired to be made between first and second reading related to possible commercial zoning had been made.

General discussion among Council and staff regarding the change presented does allow for more commercial as discussed at the first reading by Council.

Moved by Kevin Pitts; seconded by Jake French to Approve as presented. **Motion** Approved: 7- 0

Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Shawn Hood, and Ron Garland

Voting Against: None

5.AB **Second Reading - 2025-8-REZ - 102 W. 3rd Street**
Second Reading of an Ordinance on a request for a Zoning Map Amendment to rezone 1.3223 Acres out of Lots 1-8, Block 13, City of Georgetown, from the Mixed Use

Downtown and Residential Single Family zoning district to the Mixed Use Downtown zoning district, for the property generally located at 102 W. 3rd Street (2025-8-REZ) -- Edgar Garcia, Planning Director

5.AC **Second Reading - 2025-5-SUP -350 SH 195**
Second Reading of an Ordinance on a request for a Special Use Permit (SUP) for the specific use of Fuel Sales in the General Commercial (C-3) zoning district on the property located at 350 SH 195, Georgetown, Texas, bearing the legal description of Lot 2, Block A, Northside Georgetown Subdivision (2025-5-SUP) -- Colin Davidson, Planner II

6. Legislative Regular Agenda

6.A **First Reading - Fourth Amendment to Development Agreement for Parkside on the River**
Public Hearing and First Reading of an Ordinance amending Ordinance numbers 2019-69, 2020-84, 2021-40, 2024-18 approving the Fourth Amendment to the Development Agreement for Parkside on the River Subdivision -- Nick Woolery, Assistant City Manager Woolery presented and reviewed the background, project location and description, Land Plan changes, and the overview of the proposed amendments.

Woolery read the ordinance caption.

Mayor Schroeder opened and closed the public hearing at 6:46 p.m. as there were no speakers.

Council had no comments or questions on the item.

Moved by Shawn Hood; seconded by Ron Garland to Approve as presented.
Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

6.B **First Reading - 2025-9-REZ - 901 North Church Street**
Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to rezone a 0.215 acre tract of the N. Porter Survey, Abstract No. 497, In Williamson County, Texas, from the General Commercial (C-3) zoning district to the Residential Single Family (RS) zoning district, for the property generally located at 901 North Church Street (2025-9-REZ) -- Matt Skawin, Planner

Skawin presented and reviewed the background of the item and read the Ordinance caption.

Mayor Schroeder opened and closed the public hearing at 6:48 p.m. as there were no speakers.

Moved by Jake French; seconded by Shawn Hood to Approve as presented.

Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

6.C **Resolution pursuant to Government Code Section 2206.053 - Daniels Mountain PS to Hoover EST WL Project**

Consideration and possible action to approve a Resolution pursuant to Government Code Section 2206.053 finding that permanent easements and temporary construction easements are necessary for the replacement of an existing water line, from properties along a general route extending from the Daniels Mountain Pump Station on CR 255 near CR 254 in Georgetown, TX to the Hoover Elevated Storage Tank on CR 223 near SH 138 in Florence, TX, and authorizing eminent domain proceedings for the acquisition of such easement rights -- Juan C. Rodriguez, Real Estate Program Manager

Rodrigues presented and reviewed the general route of the water line, the water line replacement project, the requirements of Texas Property Code Chapter 21, and the needed action.

Council had no comments or questions on the item.

Robyn Densmore, City Secretary, performed a roll call vote.

Moved by Kevin Pitts; seconded by Jake French to Approve that the City of Georgetown Texas, by adopting the proposed Resolution, authorize the use of the power of eminent domain and delegate authority to the City Manager to initiate condemnation proceedings, for the acquisition of the necessary easements on properties along a route generally running from the Daniels Mountain Pump Station site, on CR 255 near CR 254 in Georgetown, Texas to the Hoover Elevated Storage Tank on CR 223 near SH 138 in Florence, Texas, such general route as shown on Exhibit "A" of the Resolution, for the Daniels Mountain to Hoover EST Replacement Water Line Project; and further move that the first record vote applies to all units of property to be condemned.
Motion Approved: 6- 1
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Jake French, Shawn Hood, and Ron Garland
Voting Against: Ben Stewart

6.D **Resolution pursuant to Government Code Section 2206.053 for real estate acquisitions - SH 138 WL Project**

Consideration and possible action to approve a Resolution pursuant to Government Code Section 2206.053 finding that permanent easements and temporary construction easements are necessary for the replacement of an existing water line from properties along a general route extending from the Hoover Elevated Storage Tank, on County Road 223 near State Highway 138, to a connection point near the southwest intersection of SH 138 and N. Patterson Avenue, in Florence, Texas, and authorizing eminent domain proceedings for the

acquisition of such easement rights -- Juan C. Rodriguez, Real Estate Program Manager

Rodriguez presented the item and reviewed the general route for the water line, the water line project, real estate interest, the requirements of Texas Property Code Chapter 21, and the needed action.

Council had no comments or questions on the item.

Densmore performed a roll call vote.

Moved by Kevin Pitts; seconded by Jake French to Approve that the City of Georgetown, by adopting the proposed Resolution, authorize the use of the power of eminent domain and delegate authority to the City Manager to initiate condemnation proceedings for the acquisition of the necessary easements on properties within a route generally running along State Highway 138, from the Hoover Elevated Storage Tank on County Road 223 to a connection point near the south west intersection of SH 138 and N. Patterson Avenue, in Florence, Texas, for the SH 138 Replacement Water Line Project; and further move that the first record vote applies to all units of property to be condemned.
Motion Approved: 6- 1
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Jake French, Shawn Hood, and Ron Garland
Voting Against: Ben Stewart

Adjournment

Mayor Schroeder adjourned the meeting at 6:59 p.m.

These minutes were approved at the meeting of _____.

_____ _____
Mayor Attest

City of Georgetown, Texas
City Council
February 10, 2026

SUBJECT:
Resolution - Ordering the May 2026 General Council Election

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution ordering the May 2, 2026, General Election for District 2, District 6, and Mayor Council positions -- Robyn Densmore, City Secretary

ITEM SUMMARY:
This Resolution is to call the May 2, 2026, General Election to order. For this election, the Council positions of District 2, District 6, and Mayor will be on the ballot for consideration.

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:
Resolution Ordering the May 2 2026 General Election.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF GEORGETOWN, TEXAS, ORDERING A GENERAL ELECTION FOR THE ELECTION OF MAYOR AND CITY COUNCIL MEMBERS FOR COUNCIL DISTRICTS 2, 6, AND MAYOR TO BE HELD ON MAY 2, 2026, ORDERING A RUN-OFF ELECTION, IF NECESSARY, ESTABLISHING PROCEDURES FOR SAID ELECTIONS, AND AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH WILLIAMSON COUNTY.

WHEREAS, the City Council is composed of a Mayor and seven Council Members per Article II of the City Charter; and

WHEREAS, the Mayor is elected at large, and the Council members are elected from single-member districts; and

WHEREAS, the Mayor and Council members serve three-year terms; and

WHEREAS, the Mayor and Council members are composed of the following individuals with terms as delineated as follows:

OFFICE	DATE THAT TERM EXPIRES
MAYOR JOSH SCHROEDER	MAY 2026
DISTRICT 1 COUNCIL MEMBER PARR	MAY 2027
DISTRICT 2 COUNCIL MEMBER HOOD	MAY 2026
DISTRICT 3 COUNCIL BEN BUTLER	MAY 2028
DISTRICT 4 COUNCIL MEMBER GARLAND	MAY 2028
DISTRICT 5 COUNCIL MEMBER PITTS	MAY 2027
DISTRICT 6 COUNCIL MEMBER FRENCH	MAY 2026
DISTRICT 7 COUNCIL MEMBER STEWART	MAY 2028

WHEREAS, the laws of the State of Texas and the Charter of the City of Georgetown, Texas provide that on Saturday, May 2, 2026, there shall be a General Election at which shall be elected the following officials for this City:

> Three (3) Members of the Georgetown City Council: Councilmembers from each of Districts 2, 6, and Mayor; and

WHEREAS, the laws of the State of Texas and the Charter of the City of Georgetown, Texas further provide that the Election Code of the State of Texas is applicable to said election, and in order to comply with said Code, a Resolution should be passed establishing the procedure to be followed in said election and designating the voting places for said election.

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

SECTION 1. VERIFICATION OF FACTS

The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 2. GENERAL ELECTION ORDERED

It is hereby ordered, pursuant to the law of the State of Texas and the Charter of the City of Georgetown that a general election be held in the City of Georgetown, Texas, on May 6, 2026. This general election will be to elect the Council Members for City of Georgetown Single-Member Districts 2, 6, and Mayor. The boundaries for Single-Member Districts 2, 6, and Mayor, and the city limits have been updated to include newly annexed lands. Maps showing the updated boundaries are attached hereto as *Exhibits "A," "B," and "C".* These maps are hereby adopted as the Official Council District Maps and determine the qualification of the candidates to serve and govern the qualification of the voters to vote in said election. The City's internet website is: https://www.georgetowntexas.gov.

SECTION 3. CANDIDATE APPLICATION DEADLINE AND ORDER OF NAMES ON BALLOT

All candidates for the election to be held on the first Saturday in May 2026, for the Council Members for Districts 2, 6, and Mayor shall file their applications with the City Secretary at the City Hall on or before 5:00 p.m. on Friday, February 13, 2026.

The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing held by the City Secretary on Monday, February 23, 2026, at 4:00 p.m. in the Foyer at City Hall, 808 Martin Luther King Jr. Street, Georgetown, Texas.

SECTION 4. POSSIBLE RUN-OFF ELECTION

As provided in the City Charter, in the event that no candidate can be declared the winner in any or all of the individual races to be conducted in the General Election, a runoff election shall be held not earlier than 20 days nor later than 45 days after the date of the Final Canvass of the May 2, 2026 Election. If necessary, the period for the Run-Off Election will be Monday, June 1, – Tuesday, June 9, 2026, for Early Voting, and Saturday, June 13, 2026, for Election Day.

In such a Runoff Election, in accordance with Election Code Section 2.023, the two candidates who received, in the preceding election, the highest number of votes for each office to which no one was elected, shall be voted on again. The candidate who receives the majority of the votes cast for each such office in the Runoff Election shall be elected to such office.

SECTION 5. OPTICAL SCAN BALLOTS

Voting shall be conducted with optical scan ballots prepared in conformity with the Texas Election Code, and there shall be at least one disabled-access voting device, such as a Direct Recording Electronic (DRE) machine at each polling place.

SECTION 6. CONDUCT OF ELECTION

Pursuant to Subchapter D of Chapter 31 of the Texas Election Code, the City Council is further ordering that this General Election and possible Runoff Election be conducted under the terms and conditions of a Joint Election Agreement and Contract for Election Services ("Joint Election Agreement") between the City of Georgetown and Williamson County. Chapter 31, Subchapter D of the Texas Election Code provides that a city may contract with the County Elections Officer for election services if the city is located in whole or in part in the county. In addition, this will be a joint election conducted with other entities that will also hold an election on May 2, 2026, pursuant to the Joint Election Agreement.

As authorized by Chapter 31, Subchapter D of the Texas Election Code, the Georgetown City Council hereby appoints the Williamson County Elections Administrator, Christopher J. Davis, 301 Inner Loop, Suite 104, Georgetown, Texas 78626, as the election officer for the purpose of conducting the May 2, 2026, General Election. This appointment includes services as Early Voting Clerk for the Election, Counting Station Manager, Presiding Judge of the Central Counting Station, Alternate Judge and Tabulation Supervisor.

In addition and in accordance with Chapter 66 and Chapter 31 of the Texas Election Code, the City Council hereby appoints Williamson County Elections Administrator, Bridgette Escobedo, as agent for the Custodian of Records ("Agent") for the May 2, 2026, General Election for the purpose of preserving voted ballots and other election records as required by the Texas Election Code.

SECTION 7. VOTING BY MAIL

Applications for voting by mail for all residents of the City must be submitted no later than April 21, 2026.

Applications for voting by mail shall be sent as follows:

Postal Mail:	Early Voting Clerk PO Box 209 Georgetown, TX 78627
Commercial Carrier or Personal Delivery:	Inner Loop Annex 301 SE Inner Loop, Ste 104 Georgetown, TX 78626
Telephone:	(512) 943-1633
Fax:	(512) 943-1634
Email:	BBM@wilcotx.gov
Website:	https://www.wilcotx.gov

SECTION 8. EARLY VOTING

Early Voting by Personal Appearance shall take place at the locations and times delineated by the Williamson County Election Administrator per the Joint Election Agreement beginning on the 12th day preceding the date of the election, which is Monday, April 20, 2026, and ending on the fourth day before Election Day, which is Tuesday, April 28, 2026.

In the event of a Runoff Election, Early Voting by Personal Appearance shall take place at the locations and times delineated by the Williamson County Elections Administrator per the Joint Election Agreement.

If the Elections Administrator plans to change any of the polling locations or the dates and times, he shall timely notify the City of Georgetown so that the City Council can be made aware thereof and be given the opportunity to comment thereon.

SECTION 9. ELECTION DAY VOTING

Election Day Voting shall take place from 7:00 a.m. to 7:00 p.m. at the locations delineated by the Williamson County Election Administrator per the Joint Election Agreement. If the Elections Administrator plans to change any of the polling locations or the times, he/she shall

timely notify the City of Georgetown so that the City Council can be made aware thereof and be given the opportunity to comment thereon.

In the event of a Runoff Election, the Georgetown Election Day voting locations will be as delineated by the Williamson County Elections Administrator per the Joint Election Agreement. If the Elections Administrator plans to change any of the polling locations or times, he/she shall timely notify the City of Georgetown so that the City Council can be made aware thereof and be given the opportunity to comment thereon.

SECTION 10. ELECTION INFORMATION TO BE PROVIDED IN SPANISH

The Mayor and all other election officers appointed by the City Council as being responsible for the preparation of notices, instructions, orders, ballots, and other written material pertaining to the General Election shall cause each such document to be translated into and furnished to voters in both the English language and the Spanish language in order to aid and assist voters speaking Spanish as a primary or an alternative language to properly participate in the election process. In addition, the Mayor and other responsible election officers are hereby authorized and directed to make available to the voters having the need of an individual capable of acting as a translator and speaking both English and Spanish languages who will assist Spanish speaking voters in understanding and participating in the election process.

SECTION 11. CANVASSING OF RETURNS; DECLARING RESULTS

The Williamson County Elections Administrator, as Georgetown's designated election officer, shall provide the written return of the Election results to the City of Georgetown in accordance with the Texas Election Code. The City Council shall canvass the returns on a date and time set by the Mayor between the dates of Tuesday May 5, 2026 and Wednesday, May 13, 2026 and declare the results of the General Election in accordance with the Texas Election Code Section 67.003(b), which provides that for elections held on the uniform election date in May, the following provisions apply:

> For an election held on the uniform election date in May, the local canvass must occur not later than the 11th day after Election Day and not earlier than:
> (1) the third day after election day;
> (2) the date on which the early voting ballot board has verified and counted all provisional ballots, if a provisional ballot has been cast in the election; or
> (3) the date on which all timely received ballots cast from addresses outside of the United States are counted, if a ballot to be voted by mail in the election was provided to a person outside of the United States.

SECTION 12. NOTICE OF ELECTION

Notice of the General Election shall be published at least one time in the English and Spanish languages, in a newspaper published within Georgetown's territory at least 10 days and no more than 30 days before the General Election and as otherwise may be required by the Texas Election Code. Notice of the General Election shall also be posted on the bulletin board used by the City Council to post notices of its City Council meetings no later than the 21st day before the General Election.

SECTION 13. AUTHORIZATION TO EXECUTE

The Mayor of the City of Georgetown is authorized to execute and the City Secretary is authorized to attest to this Resolution and the Order of this General Election on behalf of the City Council; and the Mayor is further authorized to execute the Joint Election Agreement and to do all other things legal and necessary in connection with the holding and consummation of the General Election which includes the giving of and the publication of the Notice of Election to be in a form as to be approved by the City Attorney.

SECTION 14. PREAMBLE TRUE AND CORRECT

The facts and recitations contained in the preamble of this resolution are hereby found to be true and correct and are incorporated by reference herein and made a part hereof, as if copied verbatim.

SECTION 15. EFFECTIVE DATE

This Resolution shall be effective immediately upon its approval.

PASSED AND APPROVED this 10th day of February 2026 by the City Council of the City of Georgetown.

ATTEST:

_____

Robyn Densmore, City Secretary

THE CITY OF GEORGETOWN:

_____

Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____

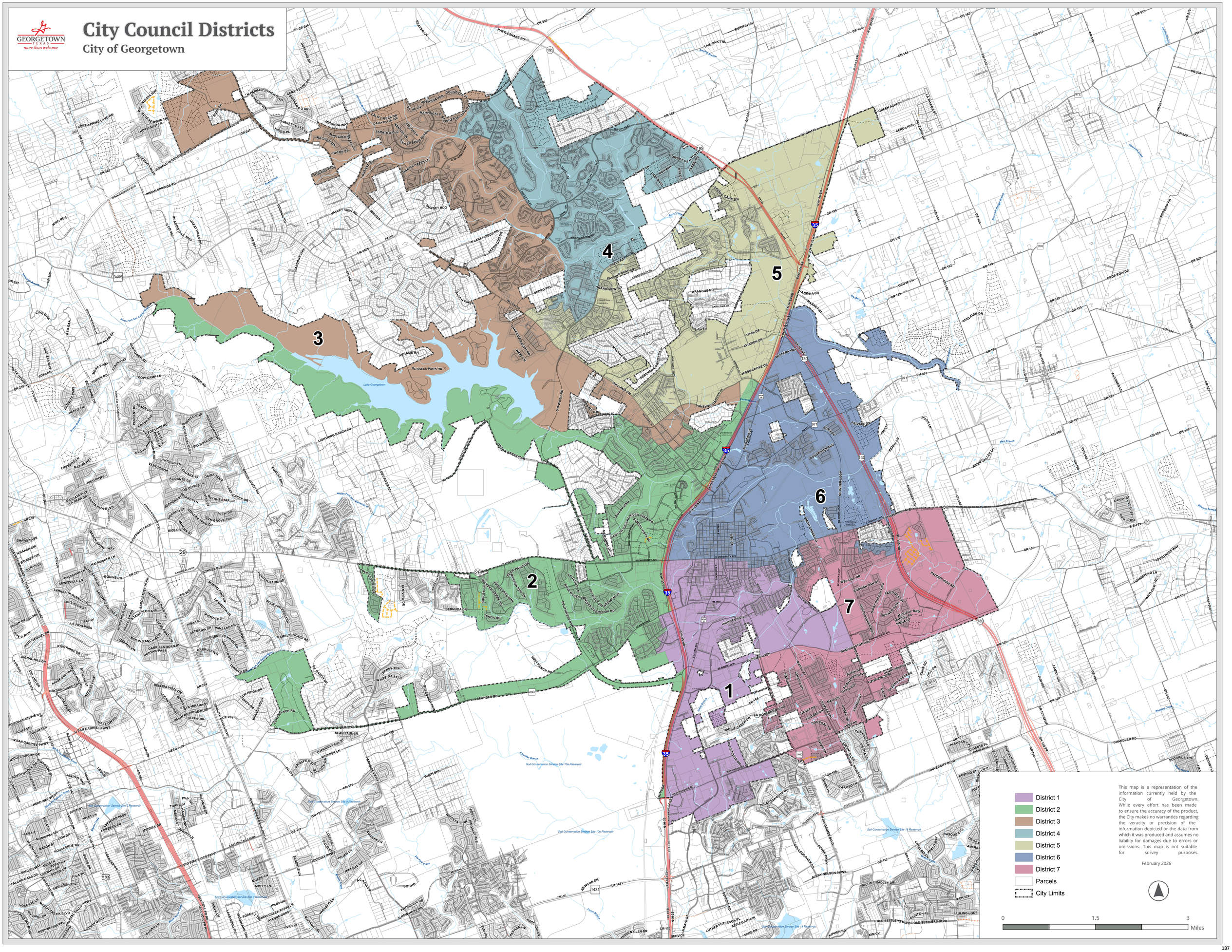
Skye Masson, City Attorney

Exhibit List:

Exhibit A	Boundaries of all Council Districts and City Limits
Exhibit B	Boundaries of Council District 2
Exhibit C	Boundaries of Council District 6

City Council Districts

City of Georgetown



Council District 2

City of Georgetown

GEORGETOWN TEXAS
more than welcome

District 1
District 2
District 3
District 4
District 5
District 6
District 7
Parcels
City Limits

This map is a representation of the information currently held by the City of Georgetown. While every effort has been made to ensure the accuracy of the product, the City makes no warranties regarding the veracity or precision of the information depicted or the data from which it was produced and assumes no liability for damages due to errors or omissions. This map is not suitable for survey purposes.

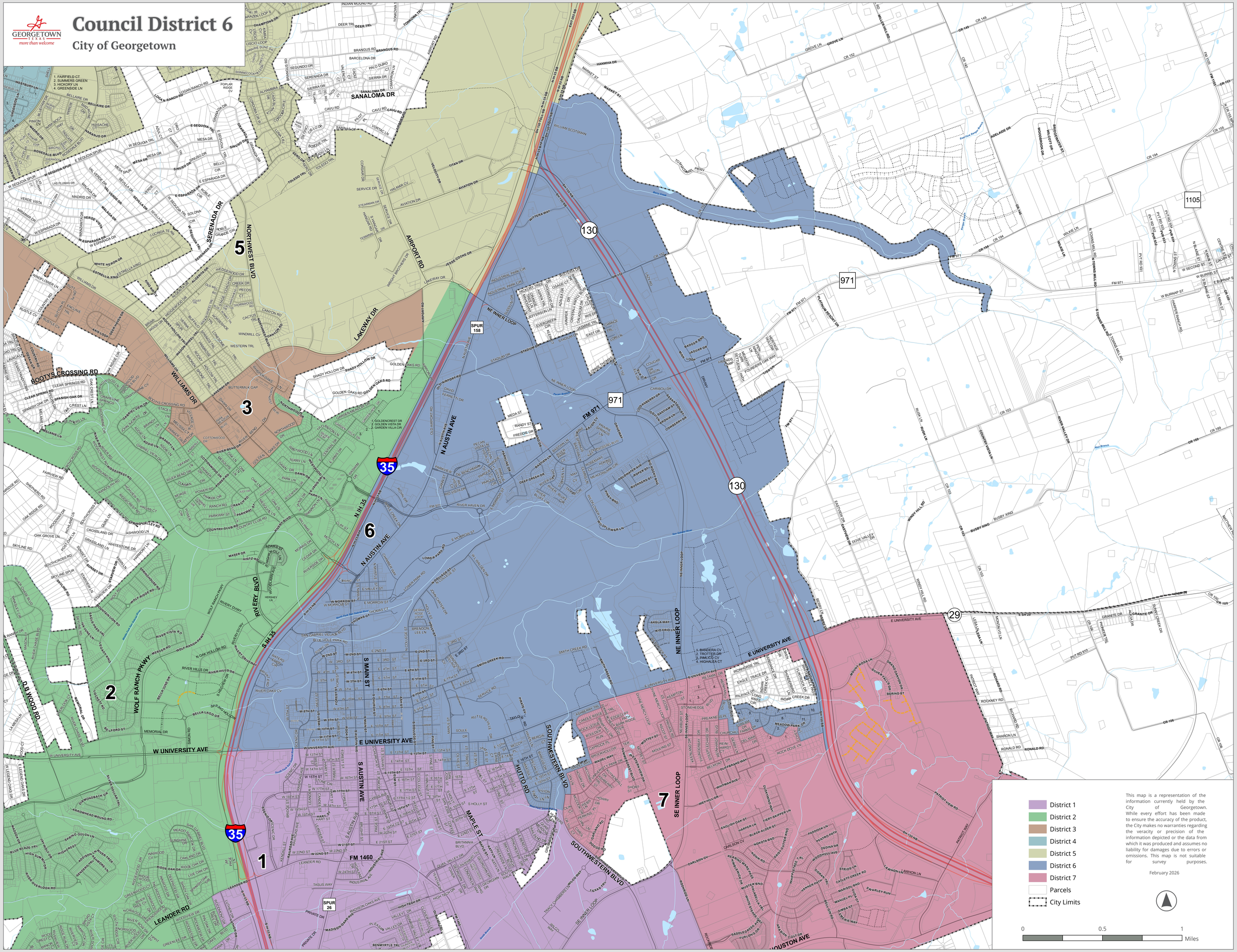
February 2026

0 1 2 Miles

Council District 6

City of Georgetown

GEORGETOWN TEXAS
more than welcome



City of Georgetown, Texas
City Council
February 10, 2026

SUBJECT:
Resolution - Calling Special Election for May 2026 to Sell Portion of a Public Water System

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution calling a Special Election for May 2, 2026 to approve the sale of a portion of the City of Georgetown's public water system to Bernhard Capital Partners Management, LP in an amount not less than $20 million dollars -- Laurie Brewer, Assistant City Manager

ITEM SUMMARY:
City Council has directed staff to pursue the sale of a portion of the City's Certificate of Convenience and Necessity ("CCN") that sits outside of the city limits and extraterritorial jurisdiction. In compliance with Council's directives, staff has conducted a Request for Proposals and selected the best proposer to buy the sale territory. The minimum sale price included here is only the amount required to pay off and defease the debt. An election is required to approve the sale.

FINANCIAL IMPACT:

SUBMITTED BY:
Caroline Stewart, City Manager's Office

ATTACHMENTS:
Res-Election CCN Sale Proposition 2.10.2026.pdf

RESOLUTION NO. _____

RESOLUTION CALLING AN ELECTION ON THE PROPOSITION TO SELL A PORTION OF THE CITY OF GEORGETOWN'S WATER UTILITY SYSTEM FOR MAY 2, 2026; MAKING PROVISIONS FOR CONDUCTING THE ELECTION; AND RESOLVING OTHER MATTERS RELATED TO SUCH ELECTION

WHEREAS, pursuant to the provisions of Chapter 1502, Texas Government Code, as amended, the Texas Election Code, as amended, and other related statutes the City Council of the City of Georgetown, Texas (the "City") is authorized to call an election in order to submit to the voters of the City a proposition regarding the sale of a portion of the City's water utility system; and

WHEREAS, the City Council deems it advisable to call an election for the proposition hereinafter stated to be held on the next uniform election date of May 2, 2026; and

WHEREAS, the City is contracting with Williamson County (the "County") for the administration of the Election pursuant to an interlocal agreement with the County (the "Election Contract"); and

WHEREAS, the County, acting through the Williamson County Elections Administrator (the "Elections Administrator") in accordance with the Election Contract will provide for the administration of the Election;

WHEREAS, the placement of items on the ballot for the City's May 2, 2026 elections shall be in accordance with the Texas Election Code; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public, and public notice of the time, place, and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code, as amended (the "Open Meetings Act").

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

Section 1. Findings. The statements contained in the preamble of this Resolution are true and correct and adopted as findings of fact and operative provisions hereof

Section 2. Election Called; Polling Places; City Website. The Election shall be held in the City between the hours of 7:00 a.m. and 7:00 p.m. on May 2, 2026 ("Election Day"). The Election is to be conducted by the County, as provided by Chapter 271, Texas Election Code (the "Code") and the Election Contract. Voting for the Election, on Election Day, shall occur during the hours and at the designated polling places as set forth in Exhibit A attached hereto, which exhibit is hereby made a part hereof for all intents and purposes. Exhibit A shall be modified to include additional or different Election Day polling places required to conform to the Code and the Election Contract. The City's internet website is: https://www.georgetowntexas.gov.

Section 3. Early Voting. Early voting shall be administered by the County. Early voting by personal appearance shall begin in accordance with the Code on April 20, 2026, and conclude on April 28, 2026, and will be conducted at the Early Voting locations on the dates and at the times specified in Exhibit A attached hereto. Exhibit A shall be modified to include additional or different early voting polling places required to conform to the Election Contract and the Code.

Section 4. Election Officials. The appointment of the Presiding Election Judges, Alternate Judges, Early Voting Clerks, the Presiding Judge of the early ballot board and other election officials for the Election shall be made by the Elections Administrator in accordance with the Election Contract and the Code. The Elections Administrator may employ other personnel necessary for the proper administration of the Election, including such part-time help as is necessary to prepare for the Election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. The City Council of the City hereby authorizes the Mayor, the City Manager, and the City Secretary, to execute or attest on behalf of the City the Election Contract with the County.

Section 5. Voting by Mail. Applications for voting by mail for all residents of the City must be submitted no later than April 21, 2026.

Applications for voting by mail shall be sent as follows:

Postal Mail:	Early Voting Clerk PO Box 209 Georgetown, TX 78627
Commercial Carrier or Personal Delivery:	Inner Loop Annex 301 SE Inner Loop, Ste 104 Georgetown, TX 78626
Telephone:	(512) 943-1633
Fax:	(512) 943-1634
Email:	BBM@wilcotx.gov
Website:	https://www.wilcotx.gov

Section 6. Early Voting Ballots. An Early Voting Ballot Board shall be created to process early voting results of the Election and the Presiding Judge of the Early Voting Ballot Board shall be designated by the Elections Administrator. The Presiding Judge of the Early Voting Ballot Board shall appoint two or more additional members to constitute the Early Voting Ballot Board members and, if needed, the Signature Verification Committee members required to efficiently process the early voting ballots.

Section 7. Qualified Voters. All qualified electors of and residing in the City, shall be entitled to vote at the election. Last day for eligible voters who are not yet registered to vote to submit their applications for registration is April 1, 2026.

Section 8. Measure. At the Election the following measure shall be submitted in accordance with law:

CITY OF GEORGETOWN, TEXAS SPECIAL ELECTION CITY OF GEORGETOWN, TEXAS MEASURE A

"Shall the City Council of the City of Georgetown, Texas, be authorized to sell a portion of the water utility system of the City that is located outside the City's corporate limits, to National Utility Infrastructure in the aggregate principal amount of no less than $20,000,000, and for other terms and conditions as shall be determined within the discretion of the City Council, in accordance with law at the time of the sale, for the purpose of assisting the City's plans for future growth and to manage the rising costs of water and infrastructure for the City's water utility system located within its corporate limits; and also including any necessary land sale and other related government approvals?"

Section 9. Ballots. The official ballots for the Election shall be prepared in accordance with the Code so as to permit the electors to vote "FOR" or "AGAINST" the aforesaid PROPOSITION with the ballots to contain such provisions, markings and language as required by law, and with such PROPOSITION to be expressed substantially as follows:

CITY OF GEORGETOWN, TEXAS SPECIAL ELECTION CITY OF GEORGETOWN, TEXAS PROPOSITION A

THE SALE OF A PORTION OF THE CITY OF GEORGETOWN, TEXAS'S WATER UTILITY SYSTEM LOCATED OUTSIDE OF ITS CORPORATE LIMITS TO NATIONAL UTILITY INFRASTRUCTURE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT LESS THAN $20,000,000.00.

FOR _____ AGAINST _____

Section 10. Posting and Publication Requirements. The City Secretary is authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the Code and City Charter; provided that, pursuant to the Election Contract, the applicable election officials of the County shall have the duty and be responsible for organizing and conducting the election in compliance with the Code; and for providing all services specified to be provided in the Election Contract. The applicable election officials of the County shall give the notices required by the Code to be given for the election not required to be given by the City under the Election Contract.

Section 11. The facts and recitations contained in the preamble of this resolution are hereby found to be true and correct and are incorporated by reference herein and made a part hereof, as if copied verbatim.

SECTION 14. EFFECTIVE DATE

This Resolution shall be effective immediately upon its approval.

PASSED AND APPROVED this 10th day of February, 2026, by the City Council of the City of Georgetown.

ATTEST:

_____
Robyn Densmore, City Secretary

THE CITY OF GEORGETOWN:

_____
By: Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A

POLLING LOCATIONS, DATES AND HOURS

To be provided by Williamson County pursuant to the Election Contract.

City of Georgetown, Texas
City Council
February 10, 2026

SUBJECT:
Resolution - ETJ Disannexation - Don and Sammie Bizzell Family Trust - 41.41 Acres

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 41.41 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R684343 and owned by the Don and Sammie Bizzell Family Trust -- Michael Charles, Real Estate Services Coordinator

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Michael Charles, City Attorney's Office/ Real Estate

ATTACHMENTS:
Res_ETJ_Release_Bizzell Trust_CR262_14 AC wExhibits.pdf
BIZZELL FAMILY TRUST Map.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("GEORGETOWN") RELEASING APPROXIMATELY 41.41 ACRES OF LAND FROM THE CITY OF GEORGETOWN'S EXTRATERRITORIAL JURISDICTION ("ETJ"), SAID LAND IDENTIFIED BY THE WILLIAMSON COUNTY APPRAISAL DISTRICT AS PARCEL R684343 AND BEING LOCALLY KNOWN AS 1511 COUNTY ROAD 262, GEORGETOWN, WILLIAMSON COUNTY, TEXAS, RESULTING IN A REDUCTION OF GEORGETOWN'S ETJ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 26, 2026, the City of Georgetown, Texas, received a petition requesting release from its ETJ of an approximately 41.41 acre tract of land in the Charlie Johnson Survey (the "Petition"), a true and correct copy of such Petition being attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, pursuant to Subchapter D of Chapter 42 of Local Government Code, landowners or residents may submit a petition seeking release of an area of land from the City's ETJ; and

WHEREAS, the City Secretary has reviewed the Petition and confirmed that it meets the requirements of Subchapter D of Chapter 42 of the Local Government Code and the petition requirements of Chapter 277 of the Election Code.

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

SECTION 1. The City Council of the City of Georgetown, Texas ("**City Council**"), does hereby find that the forgoing recitals are true and correct and adopts the recitals by this reference for all purposes.

SECTION 2. To the extent required by state law, the City Council does hereby adjust the boundaries and limits of the ETJ of the City of Georgetown, Texas, such that the ETJ of the City of Georgetown, Texas, shall be and is hereby adjusted to release and remove the Area subject to the Petition, as such Area is more particularly described and depicted in Exhibit B attached hereto and incorporated herein by reference, from the ETJ of the City of Georgetown, Texas.

SECTION 3. The City Council is not consenting to this reduction of its ETJ except as required by state law.

SECTION 4. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Georgetown, Texas, on the _____ day of _____, 2026.

CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:_____
Skye Masson, City Attorney

Exhibit A to Resolution

Petition

LAW OFFICE OF
MERLIN LESTER

213-A West 8th Street
Georgetown, Texas 78626

[redacted]

January 22, 2026

Our File No.: 25-147

City of Georgetown
City Secretary's Office
City Hall
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

HAND DELIVERED

RECEIVED
JAN 22 2026
CITY SEC.

Re: Petition for Release from the Extraterritorial Jurisdiction

To Whom It May Concern:

Please find enclosed an Amended Petition for Release from the Extraterritorial Jurisdiction (ETJ) of Georgetown, Texas submitted on behalf of the property owner identified in the amended petition. The enclosed amended petition requests that the City of Georgetown review and approve the release of the property from ETJ authority as permitted under Texas Local Government Code § 42.022.

Please confirm receipt of this petition and advise of any additional information, fees, forms, or procedures required to complete processing. I request notice of any meeting at which this matter will be considered.

Thank you for your attention to this matter.

Very truly yours,

Merlin Lester

ML/ah

Enclosure

cc: Don Bizzell, Trustee for the Don and Sammie Bizzell Family Trust
1501 County Road 262
Georgetown, Texas 78633

via email to [redacted]

Amended Petition for Release from the Extraterritorial Jurisdiction
City of Georgetown, Texas

This Amended Petition is submitted by the undersigned property owner(s) pursuant to Texas Local Government Code, Chapter 42, Subchapter D and applicable City of Georgetown policies, requesting that the following described property be released from the City of Georgetown's Extraterritorial Jurisdiction (ETJ).

1. Petitioner Information

Name(s): Don Bizzell, Trustee for the Don and Sammie Bizzell Family Trust
Address: 1501 County Road 262
Georgetown, Texas 78633
Phone / Email: [redacted]

A copy of Petitioner's voter registration is attached hereto. Also attached is a copy of the Trust Agreement of the Don and Sammie Bizzell Trust dated November 15, 2000, Restatement dated April 5, 2018.

2. Property Information

Property Address: 1501 County Road 262
Georgetown, Texas 78633

Legal Description: 41.41 acres, Charlie Johnson Survey, Abstract No. 850, in Williamson County, Texas, more fully described on Exhibit "A" attached hereto and depicted on the map attached as Exhibit "B".

The Property to be released is also described as Williamson County Appraisal District (WCAD) Property ID: R041012

3. Request

The Petitioner hereby respectfully requests that the City of Georgetown release the above referenced property from its extraterritorial jurisdiction.

The Petitioner affirms that this request is made in good faith and requests that the City consider this petition at the earliest possible opportunity.

* * * * * SIGNATURE ON FOLLOWING PAGE * * * * *

4. Signature

Signature: _____ Date: 1-22-26

Printed Name: Don H. Bizzell, Trustee

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was ACKNOWLEDGED, SUBSCRIBED AND SWORN TO before me by Don H. Bizzell on January 22 2026

_____
Notary Public, State of Texas

ANGELA HUDSON
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 10/30/28
NOTARY ID 414685-5

DESCRIPTION OF 41.41 ACRES

BEING 41.41 ACRES OF LAND OUT OF THE CHARLIE JOHNSON SURVEY, ABSTRACT NO. 850, IN WILLIAMSON OUNTY TEXAS, ALL OF THE REMAINDER OF A CALLED 47.95 ACRE TRACT OF LAND SAVE & EXCEPT 5.001 ACRES, CONVEYED TO DON H. BIZZELL AND SAMMIE D. BIZZELL, AS TRUSTEES OF THE DON AND SAMMIE BIZZELL FAMILY TRUST, BY SPECIAL WARRANTY DEED OF RECORD IN DOCUMENT NO. 2024005840, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPR), SAID 41.41 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND IN JUNE 2025, UNDER THE SUPERVISION OF PATRICK J. STEVENS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" Iron rod found in the south line of a called 13.50 acre tract of land conveyed to Priscilla Anne Jones in Document No. 2013068707, OPR, and described in Document No. 2005005524, OPR, same being the approximate occupational north line of said Charlie Johnson survey, and the approximate occupational South line of the C. Joyner Survey, Abstract 820, for the northeast corner of a called 5.001 acre tract of land conveyed to Kayla Sue Bizzell by Warranty Deed of record in Document No. 2021038292, OPR, same being the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the approximate occupational north line of said Charlie Johnson Survey and the approximate occupational south line of the said C. Joyner Survey, same being a north line of the herein described tract, North 68°58'21" East, a distance of 1042.02 feet to a 1/2" iron rod found in the south line of Lot 1, Block A, ESTATES OF WESTLAKE PHASE 3B, a subdivision of record in Cabinet EE, Slide 386, Plat Records of Williamson County, Texas (PR), and in the approximate occupational west line of the John Sutherland Survey, Abstract No. 559, for the approximate occupational southeast corner of the said C. Joyner Survey, same being the approximate occupational northeast corner of the said Charlie Johnson Survey, the west corner of Lot 32, ESTATES OF WESTLAKE PHASE 2, a subdivision of record in Cabinet Z, Slide 271, PR, the northwest corner of Lot 31, said ESTATES OF WESTLAKE PHASE 2, the northeast corner of said 47.95 acre tract, and the northeast corner of the herein described tract;

THENCE, with the approximate occupational east line of the said Charlie Johnson Survey, same being the approximate occupational west line of the said John Sutherland Survey, the west line of said Lot 31, ESTATES OF WESTLAKE PHASE 2, the east line of said 47.95 acre tract, and the east line of the herein described tract, South 26°18'01" East, a distance of 220.43 feet to a 1/2" Iron rod found for the southwest corner of said Lot 31, same being the northwest corner of Lot 21, Block B, LAKE GEORGETOWN ESTATES, a subdivision of record in Cabinet J, Slide 309, PR;

EXHIBIT "A"

THENCE, with the east and south lines of said 47.95 acre tract, same being the west and north lines of said LAKE GEORGETOWN ESTATES, the following six (6) courses and distances:

1. South 20°47'37" East, a distance of 526.26 feet to a 1/2" iron rod with cap stamped "STEGER BIZZELL" set, in the west line of Lot 20, said LAKE GEORGETOWN ESTATES;
2. South 21°36'19" East, a distance of 378.90 feet to a 1/2" iron rod found in the west line of Lot 19, said LAKE GEORGETOWN ESTATES;
3. South 20°2'26" East, a distance of 291.38 feet to a 1/2" iron rod with cap stamped "STEGER BIZZELL" set in the approximate occupational north line of the G.W. Bledsoe Survey, Abstract No. 118, for the approximate southeast corner of the said Charlie Johnson Survey, same being the approximate occupational southwest corner of the said John Sutherland Survey, an interior ell corner of Lot 17, SAID LAKE GEORGETOWN ESTATES, the southeast corner of said 47.95 acre tract, and the southeast corner of the herein described tract;
4. South 66°20'51" West, a distance of 658.64 feet to a 1/2" iron rod found for the northwest corner of Lot 14, said LAKE GEORGETOWN ESTATES, same being the northeast corner of Lot 13, said LAKE GEORGETOWN ESTATES;
5. South 80°15'04" West, a distance of 16.76 feet to a 1/2" iron rod found in the north line of said Lot 13; and
6. South 67°57'38" West, a distance of 519.79 feet to a 1/2" iron rod with cap stamped "STEGER BIZZELL" set in the north line of Lot 11, said LAKE GEORGETOWN ESTATES, for the southerly southwest corner of the remainder of said 47.95 acre tract, same being the southeast corner of a called 1.48 acre tract of land conveyed to Don H. Bizzell, et ux, by Warranty Deed of record in Document No. 9608106, OPR, and the southerly southwest corner of the herein described tract;

THENCE, North 20°46'08" West, a distance of 257.25 feet to a 1/2" iron rod with cap stamped "STEGER BIZZELL" set for an interior corner of the remainder of said 47.95 acre tract, same being the northeast corner of said 1.48 acre tract, and an interior corner of the herein described tract;

THENCE, South 73°59'14" West, a distance of 251.27 feet to a 1/2" iron rod with cap stamped "STEGER BIZZELL" set in the approximate occupational west line of the said Charlie Johnson Survey, same being the occupational east line of the G. B. Mayhall Survey, Abstract No. 821, and in the east line of Lot 7, said LAKE GEORGETOWN ESTATES, for the northwest corner of said 1.48 acre tract, the westerly southwest corner of said 47.95 acre tract, and the westerly southwest corner of the herein described tract;

THENCE, with the approximate occupational west line of the said Charlie Johnson Survey, same being the occupational east line of the said G. B. Mayhall Survey, an easterly line of said LAKE GEORGETOWN ESTATES, a west line of said 47.95 acre tract, and a west line of the herein described tract, North 21°50'20" West, a distance of 627.59 feet to a 1/2" iron rod found for the northeast corner of Lot 4 said LAKE GEORGETOWN ESTATES, same being the southeast corner of Lot 3, said LAKE GEORGETOWN ESTATES, the southwest corner of said 5.001 acre tract, a westerly corner of said 47.95 acre tract, and a westerly corner of the herein described tract;

THENCE, with the south and east lines of said 5.001 acre tract, a north and west line of said 47.95 acre remainder tract, and a north and west line of the herein described tract, the following two (2) courses and distances:

1. North 69°00'04" East, a distance of 399.25 feet to a Cotton Spindle with washer stamped "STEGER BIZZELL" set for the southeast corner of said 5.001 acre tract; and
2. North 21°50'31" West, a distance of 545.57 feet to the **POINT OF BEGINNING**, and containing 41.41 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in US Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00015.

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

I certify that this description was prepared from a survey made on the ground in June, 2025, under my supervision.

Steger & Bizzell Engineering Inc.

12-4-25

STATE OF TEXAS
REGISTERED
PATRICK J. STEVENS
5784
PROFESSIONAL
LAND SURVEYOR

Patrick J. Stevens, RPLS
Texas Reg. No. 5784
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPELS Firm No. 10003700

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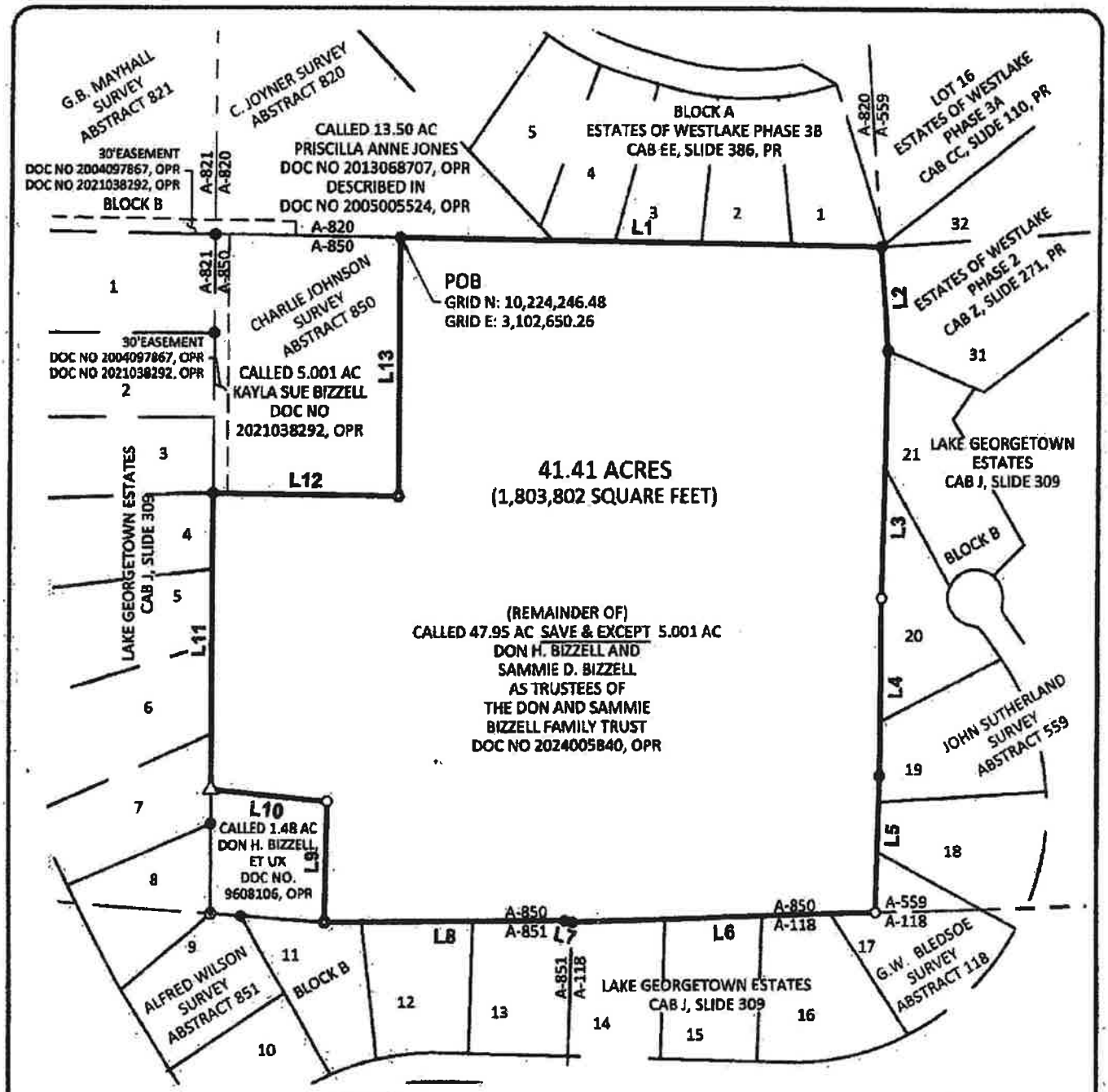

LEGEND

- ● IRON ROD FOUND (1/2" OR AS NOTED)
- ○ IRON ROD WITH CAP STAMPED "STEGER BIZZELL" SET
- ◎ COTTON SPINDLE WITH WASHER STAMPED "STEGER BIZZELL" SET
- △ COTTON SPINDLE WITH WASHER STAMPED "STEGER BIZZELL" SET
- ROW RIGHT-OF-WAY
- OPR OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

300' 200' 100' 0' 150' 300'

GRAPHIC SCALE: 1" = 300'

EXHIBIT "B"

41.41 ACRES OF LAND OUT OF THE CHARLIE JOHNSON SURVEY, ABSTRACT NO. 850, WILLIAMSON COUNTY TEXAS

STEGER BIZZELL

1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
512.930.9412 | TEXAS REGISTERED ENGINEERING FIRM F-181 TBPELS FIRM No. 10012700 | STEGERBIZZELL.COM
ENGINEERS PLANNERS SURVEYORS

SHEET: 1 OF 2 DATE: 12/11/2025 JOB NO. 14186-ANNEX

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GENERAL NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE BASED ON A GRID TO SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00015.

2. THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE NOR A TITLE COMMITMENT OR TITLE POLICY. THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY.

3. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X (NOT SHADED) - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0275E, THAT BEARS AN EFFECTIVE/REVISED DATE OF 9-26-2008. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP. THIS STATEMENT IS FOR INSURANCE PURPOSES ONLY AND IS NOT AN OPINION THAT THE PROPERTY WILL OR WILL NOT FLOOD. A FLOOD STUDY WAS NOT CONDUCTED ON THE PROPERTY.

4. THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

5. AREA: 41.41 AC

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND IN DECEMBER, 2025, BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

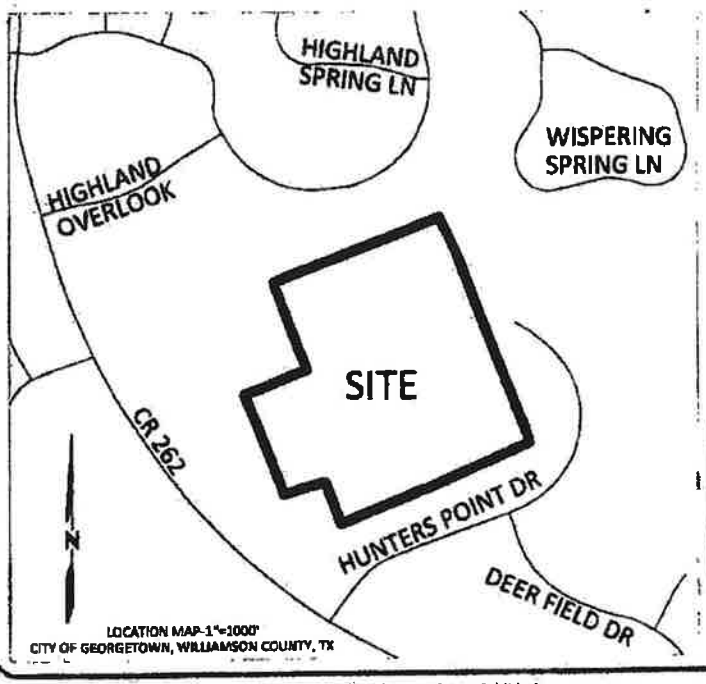
STEGER BIZZELL

12-15-25

PATRICK J. STEVENS, R.P.L.S.
TEXAS REG. NO. 5784
1978 S. AUSTIN AVE
GEORGETOWN, TEXAS
PHONE 512.930.9412
TBPELS FIRM REG. # 10003700

STATE OF TEXAS
REGISTERED
PATRICK J. STEVENS
5784
PROFESSIONAL
LAND SURVEYOR

Line Table		
Line #	Direction	Length
L1	N 68°58'21" E	1042.02'
L2	S 26°18'01" E	220.43'
L3	S 20°47'37" E	526.26'
L4	S 21°36'19" E	378.90'
L5	S 20°22'26" E	291.38'
L6	S 56°20'51" W	658.64'
L7	S 80°15'04" W	16.76'
L8	S 67°57'38" W	519.79'
L9	N 20°46'08" W	257.25'
L10	S 73°59'14" W	251.27'
L11	N 21°50'20" W	627.59'
L12	N 69°00'04" E	399.25'
L13	N 21°50'31" W	545.57'



LOCATION MAP-1"=1000'
CITY OF GEORGETOWN, WILLIAMSON COUNTY, TX

EXHIBIT

41.41 ACRES OF LAND OUT OF THE CHARLIE JOHNSON SURVEY, ABSTRACT NO. 850, WILLIAMSON COUNTY TEXAS

STEGER BIZZELL

ADDRESS	1978 S. AUSTIN AVENUE	GEORGETOWN, TX 78626	
PHONE	512.930.9412	TEXAS REGISTERED ENGINEERING FIRM F-189 TBPELS FIRM No.10003700	WEB STEGERBIZZELL.COM
SERVICES	ENGINEERS	PLANNERS	SURVEYORS

SHEET: 1 OF 2 DATE: 12/11/2025 JOB NO. 14186-ANNEX

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VOTER REGISTRATION CERTIFICATE
(Certificado de Registro Electoral)
WILLIAMSON COUNTY (Condado de Williamson)

VUID (VUID)	Gender (Sexo)	Valid from (Válido desde)
[redacted]	M	01/01/2024
Year of Birth (Año de Nacimiento)	Prec. No. (Núm. Pcto.)	thru (hasta)
[redacted]	[redacted]	12/31/2025

Name and Permanent Residence Address (Nombre y dirección residencial permanente)

BIZZELL, DON HOWARD
1501 CR 262
GEORGETOWN TX 78633

X

VOTER MUST PERSONALLY SIGN HIS/HER NAME IMMEDIATELY UPON RECEIPT, IF ABLE.
(El votante debe firmar esta tarjeta personalmente al recibirla si puede.)

Party Affiliation (Afiliación del Partido)

U.S. REP. (Rep. Federal)	STATE SEN. (Sen. Estatal)	STATE REP. (Rep. Estatal)	COMM. PCT. (Com. Pcto.)	J.P. PCT. (J.P. Pcto.)
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
SCHOOL DIST. (Distrito Escolar)	CITY (Ciudad)	CONSTABLE (Alguacil)		
[redacted]		[redacted]		

Name and Mailing Address (Nombre y dirección de correo)

38542

T41 P3 ********AUTO**5-DIGIT 78626 96831
DON HOWARD BIZZELL
1501 CR 262
GEORGETOWN TX 78633-1931

Exhibit B to Resolution

Legal Description and Map

DESCRIPTION OF 41.41 ACRES

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EXHIBIT "A"

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I certify that this description was prepared from a survey made on the ground in June, 2025, under my supervision.

Steger & Bizzell Engineering Inc.

12-4-25

STATE OF TEXAS
REGISTERED
PATRICK J. STEVENS
5784
PROFESSIONAL
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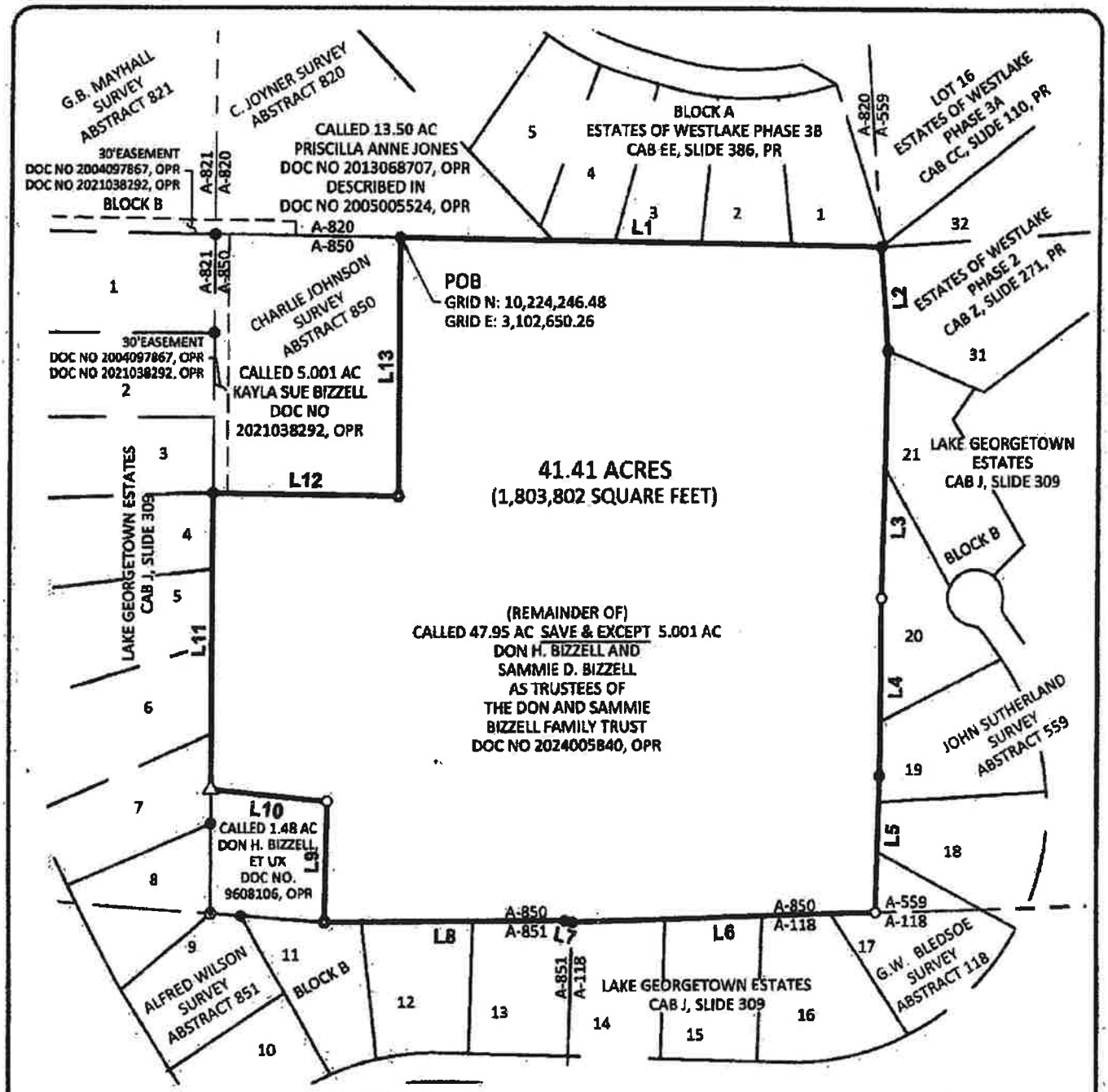

LEGEND

- ● IRON ROD FOUND (1/2" OR AS NOTED)
- ○ IRON ROD WITH CAP STAMPED "STEGER BIZZELL" SET
- ◎ COTTON SPINDLE WITH WASHER STAMPED "STEGER BIZZELL" SET
- △ COTTON SPINDLE WITH WASHER STAMPED "STEGER BIZZELL" SET
- ROW RIGHT-OF-WAY
- OPR OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

300' 200' 100' 0' 150' 300'

GRAPHIC SCALE: 1" = 300'

EXHIBIT "B"

41.41 ACRES OF LAND OUT OF THE CHARLIE JOHNSON SURVEY, ABSTRACT NO. 850, WILLIAMSON COUNTY TEXAS

STEGER BIZZELL

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PHONE	512.930.9412	TEXAS REGISTERED ENGINEERING FIRM F-181 TBPELS FIRM No. 10012700	WEB STEGERBIZZELL.COM

ENGINEERS PLANNERS SURVEYORS

SHEET: 1 OF 2 DATE: 12/11/2025 JOB NO. 14186-ANNEX

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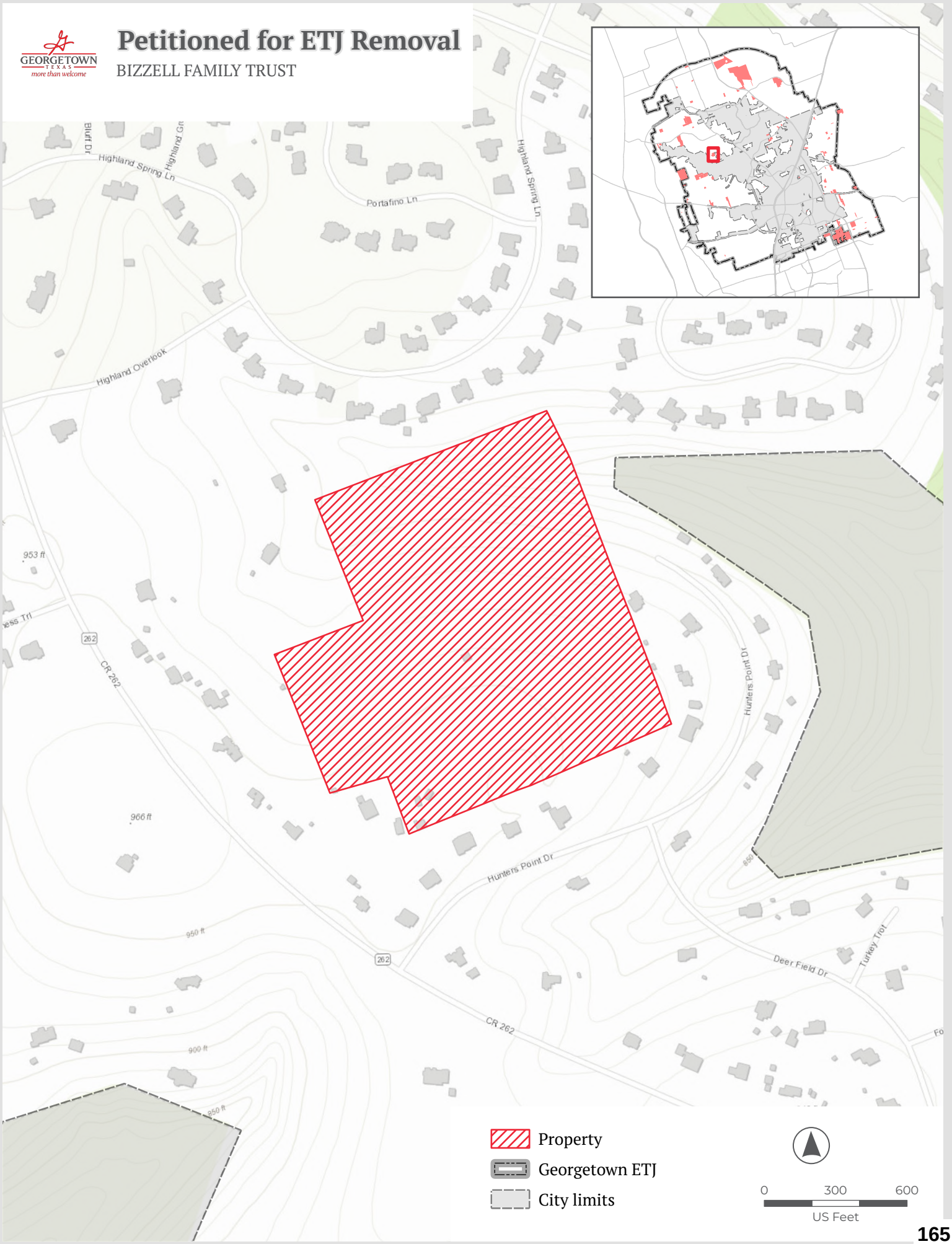
Petitioned for ETJ Removal

BIZZELL FAMILY TRUST



City of Georgetown, Texas
City Council
February 10, 2026

SUBJECT:
Resolution - ETJ Disannexation - Paidipalli - 10.31 Acres

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 10.31 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R566481 and owned by Rajasekhar Paidipalli -- Michael Charles, Real Estate Services Coordinator

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Michael Charles, City Attorney's Office/ Real Estate

ATTACHMENTS:
Res_ETJ_Release_Paidipalli_Cross Creek_10 AC wExhibits.pdf
RAJASEKHAR PAIDIPALLI Map.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("GEORGETOWN") RELEASING APPROXIMATELY 10.31 ACRES OF LAND FROM THE CITY OF GEORGETOWN'S EXTRATERRITORIAL JURISDICTION ("ETJ"), SAID LAND IDENTIFIED BY THE WILLIAMSON COUNTY APPRAISAL DISTRICT AS PARCEL R566481 AND BEING LOCALLY KNOWN AS 1750 CROSS CREEK ROAD, GEORGETOWN, WILLIAMSON COUNTY, TEXAS, RESULTING IN A REDUCTION OF GEORGETOWN'S ETJ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 23, 2026, the City of Georgetown, Texas, received a petition requesting release from its ETJ of an approximately 10.31 acre tract of land in the A.H. Porter Survey (the "Petition"), a true and correct copy of such Petition being attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, pursuant to Subchapter D of Chapter 42 of Local Government Code, landowners or residents may submit a petition seeking release of an area of land from the City's ETJ; and

WHEREAS, the City Secretary has reviewed the Petition and confirmed that it meets the requirements of Subchapter D of Chapter 42 of the Local Government Code and the petition requirements of Chapter 277 of the Election Code.

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

SECTION 1. The City Council of the City of Georgetown, Texas ("**City Council**"), does hereby find that the forgoing recitals are true and correct and adopts the recitals by this reference for all purposes.

SECTION 2. To the extent required by state law, the City Council does hereby adjust the boundaries and limits of the ETJ of the City of Georgetown, Texas, such that the ETJ of the City of Georgetown, Texas, shall be and is hereby adjusted to release and remove the Area subject to the Petition, as such Area is more particularly described and depicted in Exhibit B attached hereto and incorporated herein by reference, from the ETJ of the City of Georgetown, Texas.

SECTION 3. The City Council is not consenting to this reduction of its ETJ except as required by state law.

SECTION 4. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Georgetown, Texas, on the _____ day of _____, 2026.

CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:_____
Skye Masson, City Attorney

Exhibit A to Resolution

Petition

RECEIVED
JAN 2 3 2026
CITY SEC.

PETITION FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF GEORGETOWN

January 23, 2026 to be effective December 4, 2025

Petitioner: Rajasekhar Paidipalli

Mailing and Residential Address: 4356 Hogan Drive, Tyler, TX 75709

Disannexation Area Requested:

Being 10.31 acres of land, more or less, out of the A.H. Porter Survey, Abstract No. 490 in Williamson County, Texas and being more particularly described in a deed to the property recorded in Document No. 2025041871, of the Official Public Records of Williamson County, Texas attached hereto as Exhibit "A" and map attached hereto as Exhibit "B".

Parcel ID No. and Property Address: R566481; 1750 Cross Creek Road, Georgetown, Texas 78628

Contact Person for Petitioner: Courtney McWhorter
Sprouse Shrader Smith PLLC
Galleria Oaks A&B, 13215 Bee Cave Pkwy, Suite A-230
Austin, Texas 78738
Email: [redacted]
Telephone: [redacted]

This Petition for release, pursuant to Subchapter D of Chapter 42 of the Texas Local Government Code applies for the foregoing reasons:

- No military base is located within five miles of the Property (Sec. 42.101 (1)); see location map attached as Exhibit "C";
- The exclusion provided in 42.101(2) does not apply because the Property was not voluntarily annexed, and since Williamson County grew by less than 50 percent from the 2010 census to the 2020 census. In fact, according to the US Census website, the population of Williamson County only increased by 44.08% from the 2010 to the 2020 census. The following data was acquired from the USA census website: https://www.census.gov/quickfacts/fact/table/williamsoncountytexas/PST045223;
- Sec. 42.101(3) exclusion does not apply since the City of Georgetown's population is less than 1.4 million, and Williamson County's population is less than 2 million;
- The exclusion of Sec. 42.101(4) does not apply because the Property is not located in an area designated as an industrial district under Sec. 42.044; and

PETITION FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF GEORGETOWN

December 4, 2025

RECEIVED
DEC 16 2025
CITY SEC.

Petitioner: Rajasekhar Paidipalli

Mailing Address: 4356 Hogan Drive, Tyler, TX 75709

Disannexation Area Requested:

Being 10.31 acres of land, more or less, out of the A.H. Porter Survey, Abstract No. 490 in Williamson County, Texas and being more particularly described in a deed to the property recorded in Document No. 2025041871, of the Official Public Records of Williamson County, Texas attached hereto as Exhibit "A" and map attached hereto as Exhibit "B".

Parcel ID No. and Property Address: R566481; 1750 Cross Creek Road, Georgetown, Texas 78628

Contact Person for Petitioner: Courtney McWhorter
Sprouse Shrader Smith PLLC
Galleria Oaks A&B, 13215 Bee Cave Pkwy, Suite A-230
Austin, Texas 78738
Email: [redacted]
Telephone: [redacted]

This Petition for release, pursuant to Subchapter D of Chapter 42 of the Texas Local Government Code applies for the foregoing reasons:

- No military base is located within five miles of the Property (Sec. 42.101 (1)); see location map attached as Exhibit "C";
- The exclusion provided in 42.101(2) does not apply because the Property was not voluntarily annexed, and since Williamson County grew by less than 50 percent from the 2010 census to the 2020 census. In fact, according to the US Census website, the population of Williamson County only increased by 44.08% from the 2010 to the 2020 census. The following data was acquired from the USA census website: https://www.census.gov/quickfacts/fact/table/williamsoncountytexas/PST045223;
- Sec. 42.101(3) exclusion does not apply since the City of Georgetown's population is less than 1.4 million, and Williamson County's population is less than 2 million;
- The exclusion of Sec. 42.101(4) does not apply because the Property is not located in an area designated as an industrial district under Sec. 42.044; and

- The exclusion of Sec. 42.101(5) does not apply because the Property is not located in an area subject to a strategic partnership agreement.

As noted above, no exclusion applies under Subchapter D of Chapter 42 of the Texas Local Government Code. Accordingly, the Petitioner as the sole owner of the Property, as indicated by Parcel ID No. R342808, has the authority under 42.102(b) to file this petition for release. As the sole owner signing this petition, the Petitioner has satisfied Sec. 42.104 (b) and (c). By providing the attached maps, Petitioner has fulfilled the last requirement under Sec. 42.104 (d)(1).

This Petition is signed and notarized by the Petitioner as the sole owner of the referenced Property and is delivered to the City Secretary's office at 808 Martin Luther King Jr St. Georgetown, Texas 78626. As required under Sec. 42.105, the City must notify the Petitioner of the results of the Petition.

Petitioner respectfully requests that the City of Georgetown immediately release the Property from the City's ETJ.

Petitioner:

Rajasekhar Paidipalli
DOB: [redacted]
Date Signed: 11/28/2025

STATE OF TEXAS
COUNTY OF WILLIAMSON

Sworn to and subscribed before me on the 28th day of NOVEMBER 2025, by Rajasekhar Paidipalli.

Naveen Cherukuri
Notary Public, State of Texas

NAVEEN CHERUKURI
Notary Public, State of Texas
Comm. Expires 03-05-2028
Notary ID 134794169

EXHIBIT A
Deed with Legal Description

ELECTRONICALLY RECORDED 2025041871
Williamson County, Texas Total Pages: 6

GF No. 8996-24-52058

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

GENERAL WARRANTY DEED

Date: May 29, 2025 to be effective May 30, 2025

Grantor: Rodney Gaskill and Tammy Gaskill, husband and wife

Grantee: Rajasekhar Paidipalli a married man

Grantee's Mailing Address:

4356 Hogan Dr.
Tyler, Tx 75709

Consideration:

Ten and No/100 Dollars ($10.00), good and other valuable consideration, the receipt of which is hereby acknowledged

Property (including any improvements):

TRACT 1:

BEING 10.31 acres of the A.H. Porter Survey, Abstract No. 490, in Williamson County, Texas; including a part of the property that was called 96.547 acres (Tract I) that is described in a deed from Servant Ingenuity, LLC, et. al., to 96 Acres, LLC, as described in Doc. 2017118992, of the Official Public Records of Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in January of 2018 under the direction of William P. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the Texas State Plane Coordinate System, Grid North, Texas Central Zone (4203). It is noted that the existing gravel roadbed of the Community Use Roadway that is commonly known as Cross Creek Road departs from the existing easement as noted on the survey drawing for this tract. This parcel includes a portion of the easement for Cross Creek Road as identified on the attached survey drawing (Doc. 2017118992).

BEGINNING at an iron pin (steel pin) that was found at the Northwest corner of the said 96.547 acre Tract I of 96 Acres, LLC, in the center of the 60 foot wide easement for Cross Creek Road, at it's Northern termination. This corner exists at the Southeast corner of property that was conveyed to Santa Rita C7 Investments LLC (85.633 ac. Doc. 2013061332), at the Southwest corner of the property of Larry Evans (called 367.34 ac. Doc. 2005058838). This corner is in the East line of the Greenlief Fisk Survey (A-5), and at the common West corner of the A.H. Porter Survey (A-490) and the M. Murray Survey (A-827).

THENCE with the common boundary of 96 acres, LLC and Evans, as evidenced on the ground; N 68°40'35" Eat 30.03 feet pass an iron pin that was set, continuing in all 457.90 feet to an iron pin that was found in the fence; N 68°57'02" E 550.85 feet to an iron pin that was found in the fence; and N 68°52'03" E 49.62 feet to an iron pin (capped Surveyor No. 1847) that was set for the Northeast corner of this parcel and for the upper Northwest corner of a Lot 14 called 22.59acres.

THENCE with upper West line of Lot 14, S 21°11'52" E 426.80 feet to a capped ½ inch iron pin that was set (capped Surveyor No. 1847), for the Southeast corner of this parcel at an ell corner in the West boundary of Lot 14.

THENCE with the lower North line of said Lot 14, S 68°48'08" Wat 1011.59 feet pass an iron pin that was set, continuing in all 1041.61 feet to an iron pin that was set in the center of the easement for Cross Creek Road and in the West line of the 96.547 acres of 96 Acres LLC. This corner exists in the East line of the property of Santa Rita C7 Inv. LLC (810.32 acres Doc. 2013061332), near the West margin of the driven surface of the road.

THENCE with the common boundary of Santa Rita C7 Inv. LLC and 96 Acres, LLC, and with the center of the record easement for Cross Creek Road, with a line that does not follow the center of the actual roadbed of Cross Creek Road, N 23°26'39" W 427.64 feet to the POINT OF BEGINNING.

TRACT 2:

FIELD NOTES FOR 60-FOOT-WIDE ACCESS EASEMENT

BEING a 60-foot-wide strip of land, situated in the A.H. Porter Survey, Abstract No. 490, in Williamson County, Texas, said land being a portion of that certain tract of land called 1,764.68 acres, as conveyed to Resort Properties, Inc. by deed as recorded in Volume 2148, Page 318, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of June, 1992, under the supervision of Don H. Bizzell, Registered Professional Land Surveyor, and being more particularly described as follows:

BEGINNING at a point on the north line of State Highway No. 29, being the south line of the above-referenced 1,764.68 acre tract, said point being S 81°50'30" E, 34.13 feet from the most southerly Southwest corner of the said 1,764.68 acre tract;

THENCE, along and 30 feet to either side of the following described centerline; N 20°19'30" W, 533.99 feet; N 19°32'W, 1,122.86 feet; N 19°01' W, 265.79 feet; N 16°51' W, 579.51 feet; N 19°32'30" W, 166.71 feet; N 14°29'30" W, 66.97 feet; N 10°22'30" E, 119.52 feet; N 26°20' E, 377.49 feet; N 19°04' E, 67.04 feet; N 2°54' E, 92.75 feet; N 5°08' W, 92.11 feet; N 6°06' E, 107.44 feet; N 9°36' E, 65.45 feet; N 8°47' E, 46.34 feet; N 1°55'30" W, 46.91 feet; N 20°12' W, 215.97 feet; N 14°26/30" W, 112.81 feet; N 30°35'30" W, 431.67 feet; N 26°19' W, 94.93 feet; N 20°49' W, 158.91; N 11°01'30" W, 69.02 feet; N 13°23' W, 78.27 feet; N 21°06'30" W, 71.12 feet; N 29°44' W, 834.12 feet; N 34°07'30" W, 1,181.15 feet; N

27°21'30" W, 480.69 feet; N 18°47'30" W, 385.86 feet to a point hereinafter referred to as "easement intersection" for the beginning of the centerline of a 60-foot-wide easement extending either side of the following described centerline;

THENCE, N 70°30' E, 2,017.89 feet to the Southwest corner of a certain 170.00 acre tract for the Termination hereof;

BEGINNING AGAIN at the "easement intersection"

GF No. 8996-24-52058

THENCE, along and 30-feet to either side of the following described centerline, N 22°35'30" W, 432.77 feet; N 19°38' W, 1,154.81 feet and N 21°45' W, 448.38 feet to a point on the north line of the said 1,764.68 acre Resort Properties, Inc. tract, being N 70°23' E, 30.02 feet from the most northerly Northwest corner of the said 1,764.68 acre tract, for the Termination hereof. Commonly known as 1750 Cross Creek Road, Georgetown, TX 78628.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Subject to all easements, right-of-ways, mineral reservations and other matters of record.

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

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE EXPRESS WARRANTY OF TITLE STATED ABOVE. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

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

Rodney Gaskill

Rodney Gaskill

Date: May 29, 2025

Tammy Gaskill

Tammy Gaskill

Date: May 29, 2025

Unofficial Document

GF No. 8996-24-52058

STATE OF TEXAS §
COUNTY OF Williamson §

The foregoing instrument was acknowledged before me, the undersigned notary, on the 29 day of May, 2025 by **Rodney Gaskill.**

Notary Public, State of Texas

MINDEE B. HERNANDEZ
Notary Public, State of Texas
Comm. Expires 09-23-2026
Notary ID 125821903

Printed Name of Notary

My Commission Expires

STATE OF TEXAS §
COUNTY OF Williamson §

The foregoing instrument was acknowledged before me, the undersigned notary, on the 29 day of May, 2025 by **Tammy Gaskill.**

Notary Public, State of Texas

MINDEE B. HERNANDEZ
Notary Public, State of Texas
Comm. Expires 09-23-2026
Notary ID 125821903

Printed Name of Notary

My Commission Expires

AFTER RECORDING RETURN TO:

Rajasekhar Paidipalli
PATTEN TITLE - ROUND ROCK
3001 Joe DiMaggio Blvd, Ste.400
Round Rock, TX 78665

Unofficial Document

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2025041871

Pages: 5 Fee: $37.00
05/30/2025 02:01 PM
OSALINAS

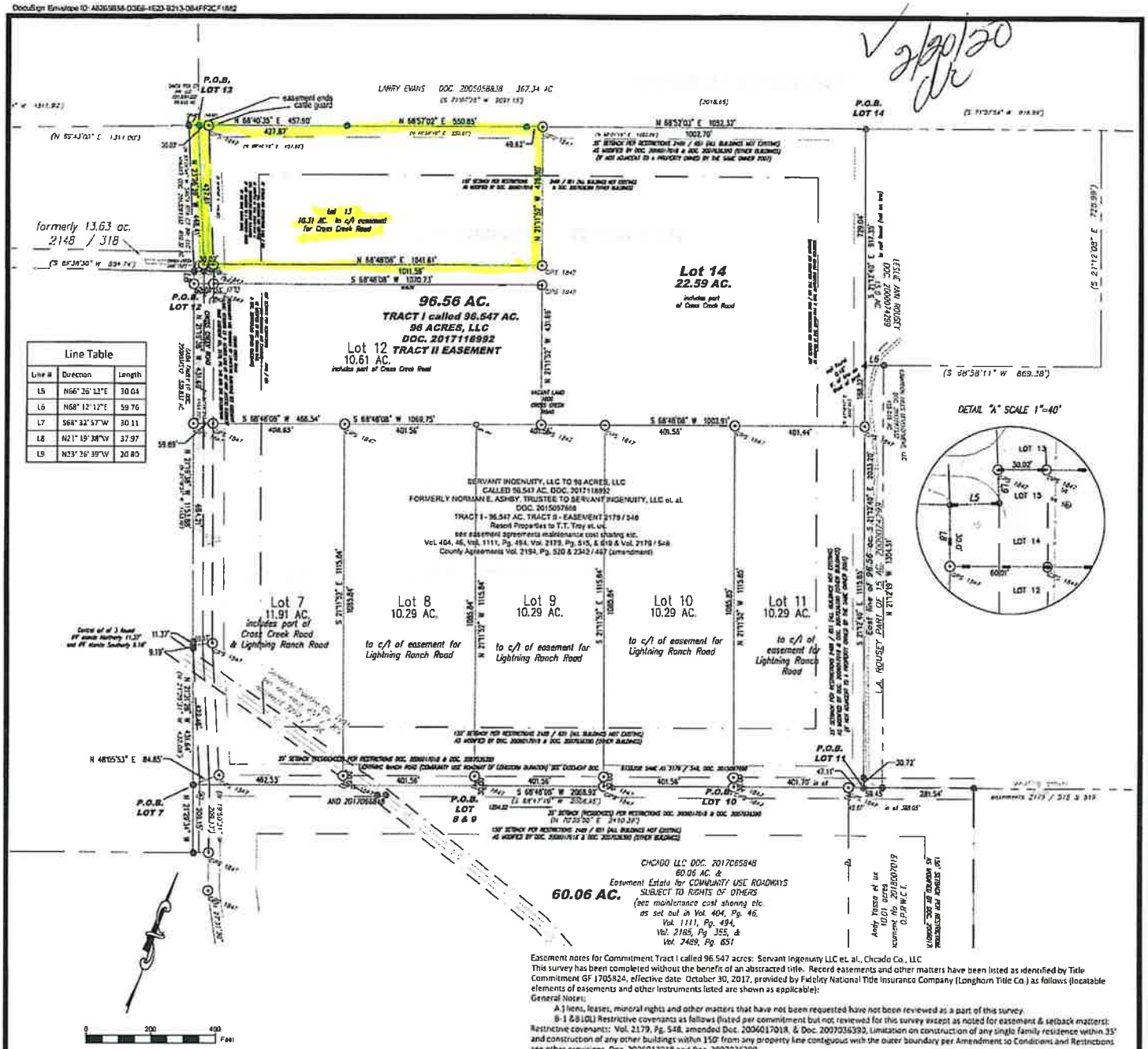
Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County,Texas

Unofficial Document

DocuSign Envelope ID: A8265B58-D3E6-1ED3-B213-D84FF2CF1882

2/20/20



Line Table		
Line #	Direction	Length
L5	N66° 26' 12"E	30.04
L6	N68° 12' 12"E	59.76
L7	S68° 32' 57"W	30.11
L8	N21° 19' 38"W	37.97
L9	N33° 36' 39"W	20.80

Easement notes for Commitment Tract I called 96.547 acres: Servant Ingenuity LLC et. al., Chcado Co., LLC
This survey has been completed without the benefit of an abstracted title. Record easements and other matters have been listed as identified by Title Commitment GF 1705824, effective date October 30, 2017, provided by Fidelity National Title Insurance Company (Longhorn Title Co.) as follows (locatable elements of easements and other instruments listed are shown as applicable):

General Notes:

A.) liens, leases, mineral rights and other matters that have not been requested have not been reviewed as a part of this survey.

B-1 & B10L) Restrictive covenants as follows (listed per commitment but not reviewed for this survey except as noted for easement & setback matters): Restrictive covenants: Vol. 2179, Pg. 548, amended Doc. 2006017018, & Doc. 2007036390, Limitation on construction of any single family residence within 35' and construction of any other buildings within 150' from any property line contiguous with the outer boundary per Amendment to Conditions and Restrictions see other provisions, Doc. 2006017018 and Doc. 2007036390.

B-10c) 1955 access easement granted by William P. Hoffman to Ernest L. Miller and Amiel Ischy Vol. 404, Pg. 46, grants general type access easement crossing existing roadways (1955) or at other locations to be designated, for access to Ernest L. Miller tract as set out in Vol. 362, pg. 175, and Amiel Ischy Jr. tract as set out in Vol. 363, Pg. 209, crossing property of the Estate of Beatrice Johnson as set out in Vol. 290, Pg. 150 and Vol. 310, Pg. 542, general type easement as described in the instrument, subject to joint maintenance expenses etc.

B-10d) 1981 easement (15' and 15' from centerline) for existing gas pipeline located hereon as shown, as granted by Frank F. Abraham, Trustee to Seminole Pipeline Co. as set out in Vol. 951, Pg. 705, and as amended by Supplemental Pipeline R-O-W Agreement of record in Vol. 2212, Pg. 284 (1992). Permanent easement to be 50' wide.

B-10e) 1981 water line easement by Frank T. Abraham to Chisholm Trail W.S.C. Vol. 854, Pg. 801 (15' wide centered on pipeline as constructed at unknown location), applies to property (1814.11 ac.) described in Vol. 557, Pg. 555. Easement was conveyed to Chisholm Trail S.U.D. by Vol. 2168, Pg. 44 & was assigned to the City of Georgetown, Texas by Doc. 2014076202

B-10f) 1984 general type easement from David A. Busfield to Charlie D. Dye, et. ux., as set out in Vol. 1111, Pg. 494 (1984). See various terms regarding access to the Dye 13.63 ac. crossing existing roadways existing upon the 1784.68 ac.

B-10g) 1982 easement (60' wide) by Resort Properties Inc. to Philip R. Coffin, et ux. Vol. 2179, Pg. 515, crosses Cross Creek Road and Lightning Ranch Road as shown hereon, extends Southward to State Highway 29.

B-10h & i) 1992 easement (60' wide) and maintenance agreement between Resort Properties Inc. and T.T. Troy et ux., regarding cost sharing for maintenance of the roadways known as Cross Creek Road and Lightning Ranch Road (extends South to State Highway 29) as set out in Vol. 2179, Pg. 548

B-10j) 1992 easement agreement (60' wide easement) by Resort Properties, Inc. to Stanley M. Jensen et. ux. Vol. 2179, Pg. 519, for Cross Creek Road and Lightning Ranch Road (extends South to State Highway 29, extends further East than easement Vol. 2179, Pg. 548).

B-10k) 1992 Subdivision and road maintenance agreement between Williamson County and Phil Coffin as set out in Vol. 2194, Pg. 520 and amended Vol. 2342, Pg. 467, tracts less than 80 ac. must comply with subdivision regulations in effect at the time of division. Roadways shall be upgraded to County Standards at the time of platting, family partition, financing of improvements was addressed, etc.

NOTICE: THIS MAP COPYRIGHT 2018 BY FOREST SURVEYING & MAPPING CO. THIS MAP IS BEING PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES. NO LICENSE HAS BEEN CREATED (EXPRESS OR IMPLIED) TO COPY THIS MAP EXCEPT IN CONJUNCTION WITH THE ORIGINAL TRANSACTION FOR WHICH THIS MAP WAS CREATED. (MAY BE COPIED IN THAT CONTEXT IF CONDITIONS REMAIN UNCHANGED)

Note:
The bearing basis for this survey is the State Plane Coordinate System Grid North,NAD83 - Texas Central Zone (4203)
NGS control point BM0584 R 200
Datum: NAVD88 Geoid: GEOID12B
Convergence: 1.36729437
Combined Scale factor: .99987057

LEGEND

CAPPED IRON PIN FOUND STAMPED WATSON	CPF WATSON
IRON PIN FOUND (STEEL PIN)	
CAPPED IRON PIN SET	CPS 1847
IRON PIPE FOUND	
NAIL FOUND	
NAIL SET	
NAIL SET AT POINT MARKED BY CLIENT (LABELED CL ROAD ETC.)	
RECORD CALLS (BEARING / DISTANCE)	
RECORD FILE LOCATION (VOLUME / PAGE)	
FENCE EXISTING	
TRACT LINES	
BOUNDARY LINES	

All document references are in Williamson County, Official Public Records of Williamson Co., Tx. OPRWCT

I, THE UNDERSIGNED HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, UNDER MY SUPERVISION. THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND IDENTIFIES ANY EVIDENCE OF BOUNDARY LINE CONFLICTS, SHORTAGES IN AREA, PROTRUSIONS, INTRUSIONS, AND OVERLAPPING OF SIGNIFICANT IMPROVEMENTS. THIS PROPERTY ABUTS A PRIVATELY MAINTAINED COMMUNITY USE ROADWAY, EXCEPT AS SHOWN HEREON.

JANUARY 25, 2018

William F. Forest, Jr. R.P.L.S. 1847

STATE OF TEXAS REGISTERED WILLIAM F. FOREST, JR. 1847 PROFESSIONAL LAND SURVEYOR

SURVEY FOR 96 ACRES LLC
96.56 AC. CALLED TRACT I: 96.547 AC.
SERVANT INGENUITY, LLC, et. al. to 96 ACRES, LLC
Doc. 2017118992, SITUATED IN THE
A.H. PORTER SURVEY A-490 IN WILLIAMSON COUNTY, TX.

Forest Surveying & Mapping Company
1002 Ash St. Georgetown, Texas
phone: 512-930-5927
www.forestsurveying.com
TBPLS FIRM NO.10002000

DATE: Map date March 28, 2018	
FILE # (REVISED DESIGN)	
MAP#	
PROJECT NAME BOLIEK	
DWG. 96 ACRES LLC.DWG	
LO: CROSS CREEK ROAD	

EXHIBIT A

FOREST SURVEYING AND MAPPING CO.
T.B.P.L.S Firm # 10002000
1002 Ash St.
Georgetown, Tx. 78626

DESCRIPTION FOR 96 ACRES, LLC LOT 13

BEING 10.31 acres of the A.H. Porter Survey, Abstract No. 490, in Williamson County, Texas; including a part of the property that was called 96.547 acres (Tract I) that is described in a deed from Servant Ingenuity, LLC, et. al., to 96 Acres, LLC, as described in Doc. 2017118992, of the Official Public Records of Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in January of 2018 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the Texas State Plane Coordinate System, Grid North, Texas Central Zone (4203). It is noted that the existing gravel roadbed of the Community Use Roadway that is commonly known as Cross Creek Road departs from the existing easement as noted on the survey drawing for this tract. This parcel includes a portion of the easement for Cross Creek Road as identified on the attached survey drawing (Doc. 2017118992).

BEGINNING at an iron pin (steel pin) that was found at the Northwest corner of the said 96.547 acre Tract I of 96 Acres, LLC, in the center of the 60 foot wide easement for Cross Creek Road, at it's Northern termination. This corner exists at the Southeast corner of property that was conveyed to Santa Rita C7 Investments LLC (85.633 ac. Doc. 2013061332), at the Southwest corner of the property of Larry Evans (called 367.34 ac. Doc. 2005058838). This corner is in the East line of the Greenlief Fisk Survey (A-5), and at the common West corner of the A.H. Porter Survey (A-490) and the M. Murray Survey (A-827).

THENCE with the common boundary of 96 acres, LLC and Evans, as evidenced on the ground; N 68°40'35" E at 30.03 feet pass an iron pin that was set, continuing in all 457.90 feet to an iron pin that was found in the fence; N 68°57'02" E 550.85 feet to an iron pin that was found in the fence; and N 68° 52'03" E 49.62 feet to an iron pin (capped Surveyor No. 1847) that was set for the Northeast corner of this parcel and for the upper Northwest corner of a Lot 14 called 22.59acres.

THENCE with upper West line of Lot 14, S 21°11'52" E 426.80 feet to a capped ½ inch iron pin that was set (capped Surveyor No. 1847), for the Southeast corner of this parcel at an ell corner in the West boundary of Lot 14.

THENCE with the lower North line of said Lot 14, S 68°48'08" W at 1011.59 feet pass an iron pin that was set, continuing in all 1041.61 feet to an iron pin that was set in the center of the easement for Cross Creek Road and in the West line of the 96.547 acres of 96 Acres LLC. This corner exists in the East line of the property of Santa Rita C7 Inv. LLC (810.32 acres Doc. 2013061332), near the West margin of the driven surface of the road.

THENCE with the common boundary of Santa Rita C7 Inv. LLC and 96 Acres, LLC, and with the center of the record easement for Cross Creek Road, with a line that does not follow the center of the actual roadbed of Cross Creek Road, N 23°26'39" W 427.64 feet to the POINT OF BEGINNING.

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. It is noted that the roadway known as Cross Creek Road and its associated easements have not been accepted by Williamson County as public roadways but are long-term Community Use Roadways that are subject to easement rights as shown on the attached survey drawing. Ownership and easement information for this tract has not been researched except as shown on the attached plat. TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Tx, this the 28th day of Feb. 2018, A.D.File: 96 ACRES LLC LOT 13.doc

WM.F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847

STATE OF TEXAS
REGISTERED
WILLIAM F. FOREST, JR.
1847
PROFESSIONAL
LAND SURVEYOR

EXHIBIT C
Location Map

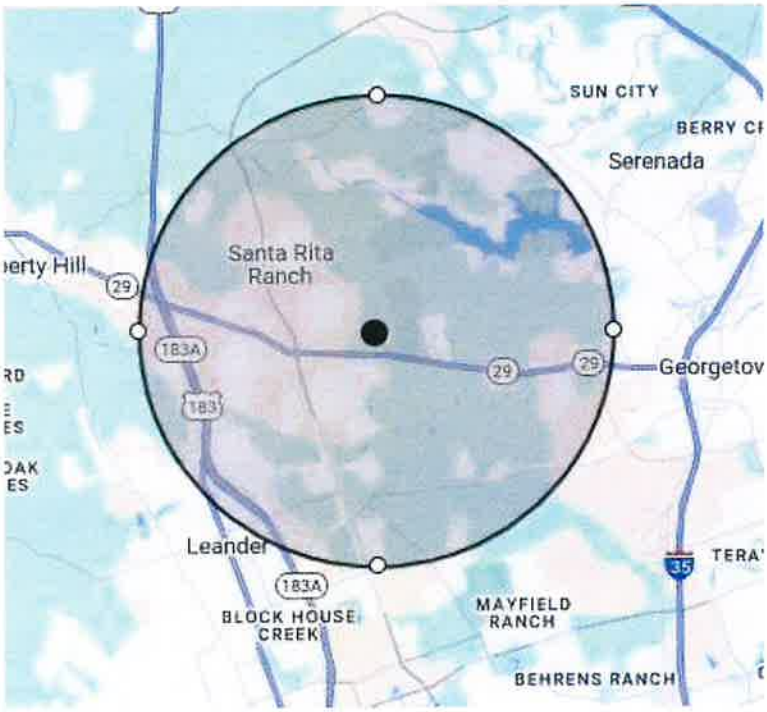


Exhibit B to Resolution

Legal Description and Map

EXHIBIT A

FOREST SURVEYING AND MAPPING CO.
T.B.P.L.S Firm # 10002000
1002 Ash St.
Georgetown, Tx. 78626

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THENCE with the lower North line of said Lot 14, S 68°48'08" W at 1011.59 feet pass an iron pin that was set, continuing in all 1041.61 feet to an iron pin that was set in the center of the easement for Cross Creek Road and in the West line of the 96.547 acres of 96 Acres LLC. This corner exists in the East line of the property of Santa Rita C7 Inv. LLC (810.32 acres Doc. 2013061332), near the West margin of the driven surface of the road.

THENCE with the common boundary of Santa Rita C7 Inv. LLC and 96 Acres, LLC, and with the center of the record easement for Cross Creek Road, with a line that does not follow the center of the actual roadbed of Cross Creek Road, N 23°26'39" W 427.64 feet to the POINT OF BEGINNING.

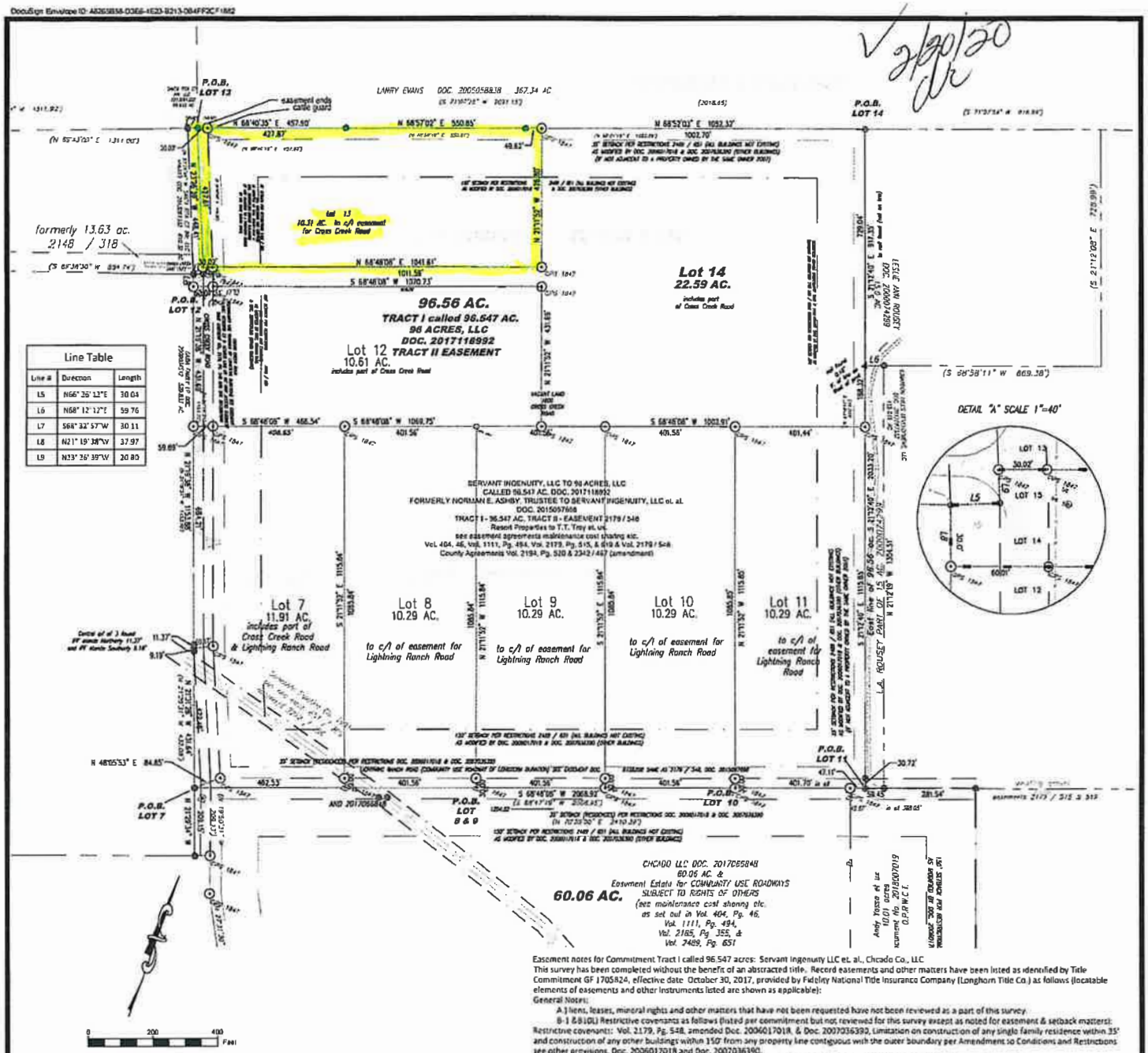
I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. It is noted that the roadway known as Cross Creek Road and its associated easements have not been accepted by Williamson County as public roadways but are long-term Community Use Roadways that are subject to easement rights as shown on the attached survey drawing. Ownership and easement information for this tract has not been researched except as shown on the attached plat. TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Tx, this the 28th day of Feb. 2018, A.D.File: 96 ACRES LLC LOT 13.doc

WM.F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847

STATE OF TEXAS
REGISTERED
WILLIAM F. FOREST, JR.
1847
PROFESSIONAL
LAND SURVEYOR

DocuSign Envelope ID: 4B265838-0368-4E23-B213-0B4FF2CF1882

2/20/20



Line Table		
Line #	Direction	Length
L5	N66° 26' 12"E	30.03
L6	N68° 12' 12"E	59.76
L7	S68° 32' 57"W	30.11
L8	N21° 19' 38"W	37.97
L9	N33° 26' 39"W	20.80

SCALE: 1"=200'

Easement notes for Commitment Tract I called 96.547 acres: Servant Ingenuity LLC et. al., Chcado Co., LLC

This survey has been completed without the benefit of an abstracted title. Record easements and other matters have been listed as identified by Title Commitment GF 1705824, effective date October 30, 2017, provided by Fidelity National Title Insurance Company (Longhorn Title Co.) as follows (locatable elements of easements and other instruments listed are shown as applicable):

General Notes:

A.) liens, leases, mineral rights and other matters that have not been requested have not been reviewed as a part of this survey.

B-1 & B10L) Restrictive covenants as follows (listed per commitment but not reviewed for this survey except as noted for easement & setback matters): Restrictive covenants: Vol. 2179, Pg. 548, amended Doc. 2006017018 & Doc. 2007036390, Limitation on construction of any single family residence within 35' and construction of any other buildings within 150' from any property line contiguous with the outer boundary per Amendment to Conditions and Restrictions see other provisions, Doc. 2006017018 and Doc. 2007036390.

B-10c) 1955 access easement granted by William P. Hoffman to Ernest L. Miller and Amiel Ischy Vol. 404, Pg. 46, grants general type access easement crossing existing roadways (1955) or at other locations to be designated, for access to Ernest L. Miller tract as set out in Vol. 362, pg. 175, and Amiel Ischy Jr. tract as set out in Vol. 363, Pg. 209, crossing property of the Estate of Beatrice Johnson as set out in Vol. 290, Pg. 190 and Vol. 310, Pg. 542, general type easement as described in the instrument, subject to joint maintenance expenses etc.

B-10d) 1981 easement (15' and 15' from centerline) for existing gas pipeline located hereon as shown, as granted by Frank F. Abraham, Trustee to Seminole Pipeline Co. as set out in Vol. 851, Pg. 705, and as amended by Supplemental Pipeline R-O-W Agreement of record in Vol. 2212, Pg. 284 (1992). Permanent easement to be 50' wide.

B-10e) 1981 water line easement by Frank T. Abraham to Chisholm Trail W.S.C. Vol. 854, Pg. 801 (15' wide centered on pipeline as constructed at unknown location), applies to property (1814.11 ac.) described in Vol. 557, Pg. 555. Easement was conveyed to Chisholm Trail S.U.D. by Vol. 2168, Pg. 44 & was assigned to the City of Georgetown, Texas by Doc. 2014076202

B-10f) 1984 general type easement from David A. Busfield to Charlie D. Dye, et. ux., as set out in Vol. 1111, Pg. 494 (1984). See various terms regarding access to the Oye 13.63 ac. crossing existing roadways existing upon the 1764.68 ac.

B-10g) 1992 easement (60' wide) by Resort Properties Inc. to Philip R. Coffin, et ux. Vol. 2179, Pg. 515, crosses Cross Creek Road and Lightning Ranch Road as shown hereon, extends Southward to State Highway 29.

B-10h & i) 1992 easement (60' wide) and maintenance agreement between Resort Properties Inc. and T.T. Troy et.ux., regarding cost sharing for maintenance of the roadways known as Cross Creek Road and Lightning Ranch Road (extends South to State Highway 29) as set out in Vol. 2179, Pg. 548

B-10j) 1992 easement agreement (60' wide easement) by Resort Properties, Inc. to Stanley M. Jensen et. ux. Vol. 2179, Pg. 519, for Cross Creek Road and Lightning Ranch Road (extends South to State Highway 29, extends further East than easement Vol. 2179, Pg. 548).

B-10k) 1992 Subdivision and road maintenance agreement between Williamson County and Phil Coffin as set out in Vol. 2194, Pg. 520 and amended Vol. 2342, Pg. 467, tracts less than 80 ac. must comply with subdivision regulations in effect at the time of division. Roadways shall be upgraded to County Standards at the time of platting, family partition, financing of improvements was addressed, etc.

NOTICE: THIS MAP COPYRIGHT 2018 BY FOREST SURVEYING & MAPPING CO. THIS MAP IS BEING PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES. NO LICENSE HAS BEEN CREATED (EXPRESS OR IMPLIED) TO COPY THIS MAP EXCEPT IN CONJUNCTION WITH THE ORIGINAL TRANSACTION FOR WHICH THIS MAP WAS CREATED, (MAY BE COPIED IN THAT CONTEXT IF CONDITIONS REMAIN UNCHANGED)

Note:
The bearing basis for this survey is the State Plane Coordinate System Grid North,NAD83 - Texas Central Zone (4203)
NGS control point BM0694 R 200
Datum: NAVD88 Geoid: GEOID12B
Convergence: 1.36729437
Combined Scale factor: .99987057

LEGEND

CAPPED IRON PIN FOUND STAMPED WATSON	CPF WATSON
IRON PIN FOUND (STEEL PIN)	●
CAPPED IRON PIN SET	CPS 1847
IRON PIPE FOUND	⊗
NAIL FOUND	▲
NAIL SET	△
NAIL SET AT POINT MARKED BY CLIENT (LABELED CL ROAD ETC.)	△
RECORD CALLS (BEARING / DISTANCE)	
RECORD FILE LOCATION (VOLUME / PAGE)	
FENCE EXISTING	—— x —— x —— x ——
TRACT LINES	—— — ——
BOUNDARY LINES	————

All document references are in Williamson County.
Official Public Records of Williamson Co., Tx. OPRWCT

I, THE UNDERSIGNED HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, UNDER MY SUPERVISION. THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND IDENTIFIES ANY EVIDENCE OF BOUNDARY LINE CONFLICTS, SHORTAGES IN AREA, PROTRUSIONS, INTRUSIONS, AND OVERLAPPING OF SIGNIFICANT IMPROVEMENTS. THIS PROPERTY ABUTS A PRIVATELY MAINTAINED COMMUNITY USE ROADWAY, EXCEPT AS SHOWN HEREON.

JANUARY 25, 2018

William F. Forest, Jr. R.P.L.S. 1847

STATE OF TEXAS REGISTERED WILLIAM F. FOREST, JR. 1847 PROFESSIONAL LAND SURVEYOR

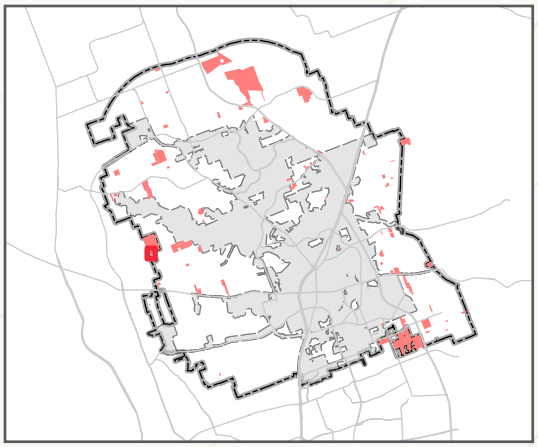
SURVEY FOR 96 ACRES LLC
96.56 AC. CALLED TRACT I: 96.547 AC.
SERVANT INGENUITY, LLC, et. al. to 96 ACRES, LLC
Doc. 2017118992, SITUATED IN THE
A.H. PORTER SURVEY A-490 IN WILLIAMSON COUNTY, TX.

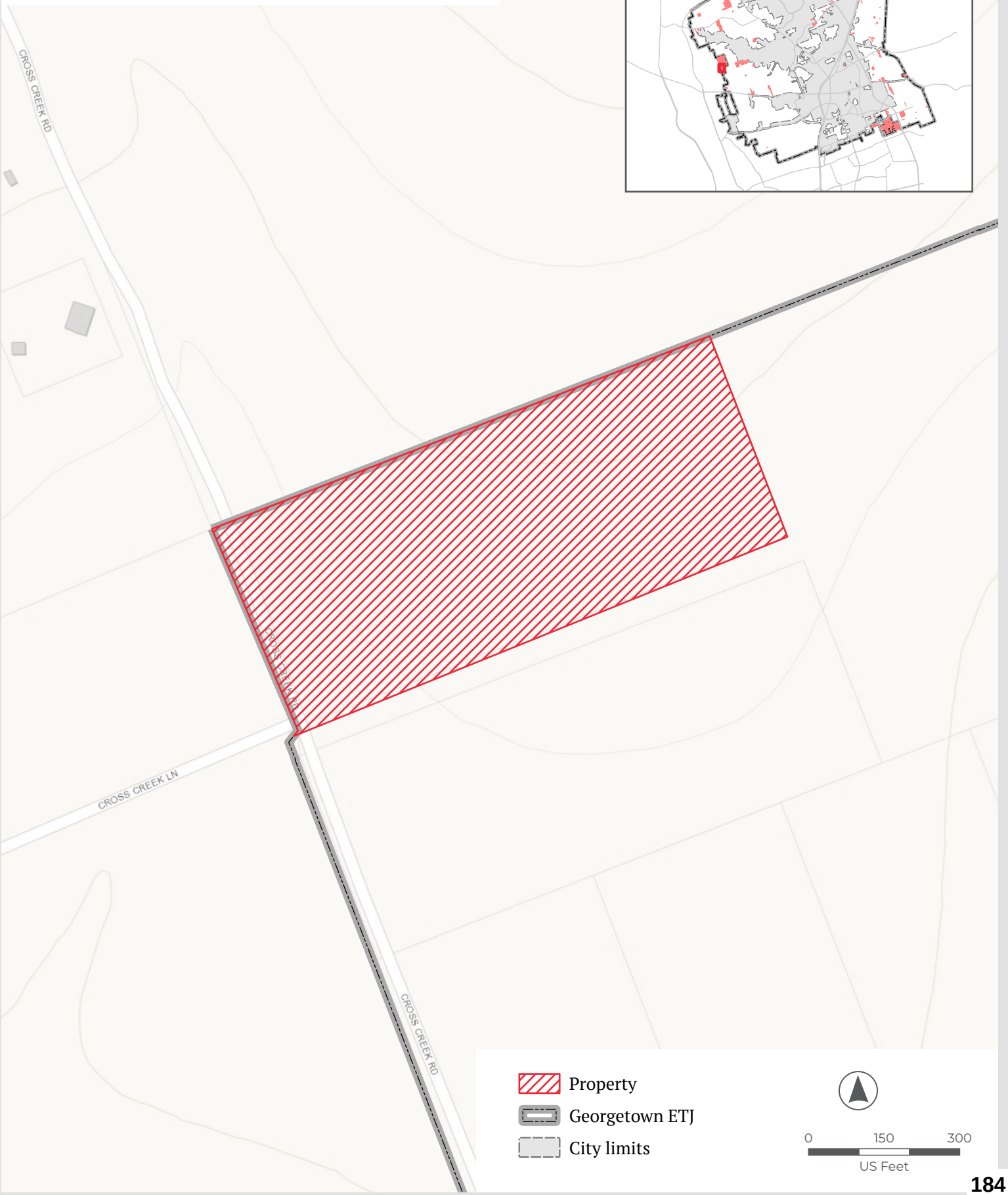
Forest Surveying & Mapping Company
1002 Ash St. Georgetown, Texas
phone: 512-930-5927
www.forestsurveying.com
TBPLS FIRM NO.10002000

DATE: Map date March 28, 2018	
FILE # (REVISED DESIGN)	
MAP#	
PROJECT NAME: BOJEK	
DWG: 96 ACRES LLC.DWG	
LO: CROSS CREEK ROAD	

Petitioned for ETJ Removal

RAJASEKHAR PAIDIPALLI





City of Georgetown, Texas
City Council
February 10, 2026

SUBJECT:
Resolution - ETJ Disannexation - Van Hyfte

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to confirm the disannexation of a tract of land described in Document Numbers 9617850 and 9844884 of the Official Public Records of Williamson County from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R352870 and owned by Jerold Van Hyfte -- Michael Charles, Real Estate Services Coordinator

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Michael Charles, City Attorney's Office/ Real Estate

ATTACHMENTS:
Res_ETJ_Release_Van Hyfte_Fawnridge wExhibits.pdf
JEROLD VAN HYFTE Map.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("GEORGETOWN") RELEASING A TRACT OF LAND DESCRIBED IN DOCUMENT NUMBERS 9617850 AND 9844884 OF THE OFFICIAL PUBLIC RECORDS OF WILIAMSON COUNTY, TEXAS, FROM THE CITY OF GEORGETOWN'S EXTRATERRITORIAL JURISDICTION ("ETJ"), SAID LAND IDENTIFIED BY THE WILLIAMSON COUNTY APPRAISAL DISTRICT AS PARCEL R352870 AND BEING LOCALLY KNOWN AS 353 FAWNRIDGE, GEORGETOWN, WILLIAMSON COUNTY, TEXAS, RESULTING IN A REDUCTION OF GEORGETOWN'S ETJ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 20, 2026, the City of Georgetown, Texas, received a petition requesting release from its ETJ of a tract of land described in Document Numbers 9617850 and 9844884 of the Official Public Records of Williamson County, Texas, in the Resubdivision of Lot 27, Whitetail Section II Subdivision (the "Petition"), a true and correct copy of such Petition being attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, pursuant to Subchapter D of Chapter 42 of Local Government Code, landowners or residents may submit a petition seeking release of an area of land from the City's ETJ; and

WHEREAS, the City Secretary has reviewed the Petition and confirmed that it meets the requirements of Subchapter D of Chapter 42 of the Local Government Code and the petition requirements of Chapter 277 of the Election Code.

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

SECTION 1. The City Council of the City of Georgetown, Texas ("**City Council**"), does hereby find that the forgoing recitals are true and correct and adopts the recitals by this reference for all purposes.

SECTION 2. To the extent required by state law, the City Council does hereby adjust the boundaries and limits of the ETJ of the City of Georgetown, Texas, such that the ETJ of the City of Georgetown, Texas, shall be and is hereby adjusted to release and remove the Area subject to the Petition, as such Area is more particularly described and depicted in Exhibit B attached hereto and incorporated herein by reference, from the ETJ of the City of Georgetown, Texas.

SECTION 3. The City Council is not consenting to this reduction of its ETJ except as required by state law.

SECTION 4. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Georgetown, Texas, on the _____ day of _____, 2026.

CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:_____
Skye Masson, City Attorney

Exhibit A to Resolution

Petition

Jerold B. Van Hyfte
353 FawnRidge Street
Georgetown Texas 78628-9694
[redacted]

RECEIVED
JAN 20 2026
CITY SEC.

January 20, 2026

City Secretary
City of Georgetown
808 Martin Luther King Street
Georgetown Texas 78626

Subject: Petition to Disannex Real Property From City of Georgetown TX Extra Territorial Jurisdiction (ETJ)

Under the provisions of S.B. No. 2038, Section 1. State of Texas, Chapter 42, Local Government Code, Subchapter D, Release of Area by Petition of Landowner or Resident From Extraterritorial Jurisdiction, Section 42.102 -

I request the following properties be released from the City of Georgetown TX, extraterritorial jurisdiction (ETJ), I am the sole owner of the subject properties:

Lot 27A, THE RESUBDIVISION OF LOT 27, WHITETAIL, SECTION II, a subdivision in Williamson County, Texas, according to the map or Plat thereof recorded in Cabinet M, Slide 223, Plat Records of Williamson County, Texas. (Settlement date: 8/4/1998) (See attached copy.)

Lots 27B and 27C, THE RESUBDIVISION OF LOT 27, WHITETAIL SECTION II, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet M, Slide 223, Plat Records of Williamson County, Texas. (Settlement date: 1/5/1996)

The plat map of the subdivision, Whitetail Section II, is recorded in Cabinet D, Slide 141, Plat Records of Williamson County, Texas. (See attached copy.)

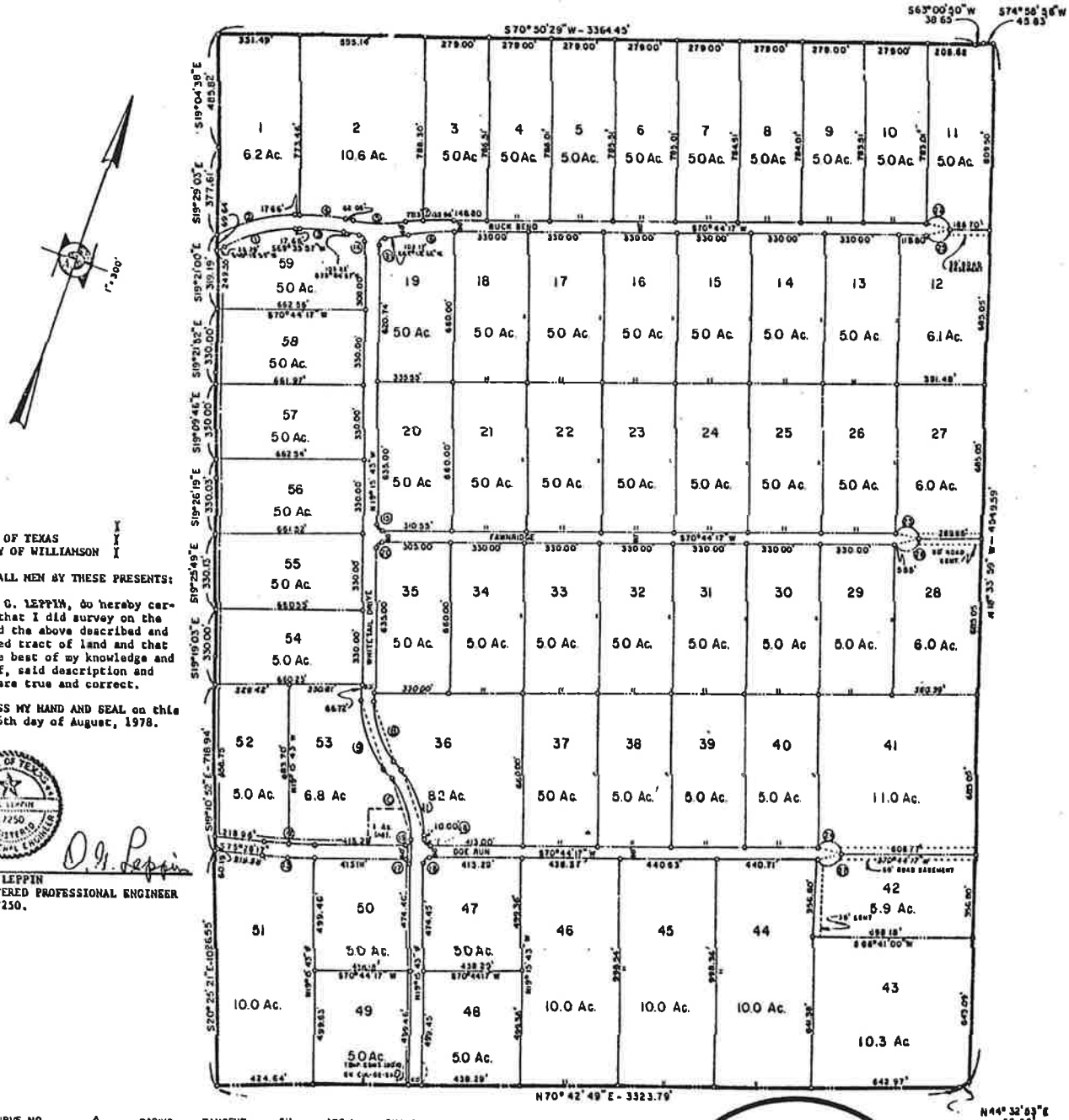
Jerold B. Van Hyfte
Date signed: 1/20/2026
Voter registration: [redacted]

WHITETAIL SEC. II

FILED FOR RECORD
10:30 o'clock A.M.
AUG 28 1978
DICK CERVENKA
Clerk County Court Williamson Co., Tex.
By Deputy

6664

Plat Cabinet B Slide 141



STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

I, O. G. LEPPIN, do hereby certify that I did survey on the ground the above described and platted tract of land and that to the best of my knowledge and belief, said description and plat are true and correct.

WITNESS MY HAND AND SEAL on this the 16th day of August, 1978.

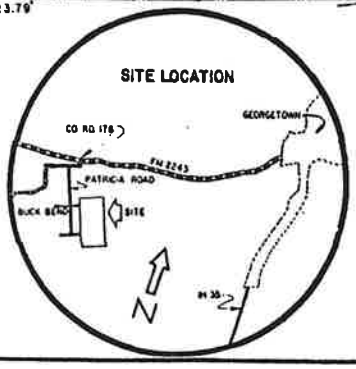
STATE OF TEXAS
O. G. LEPPIN
17250
REGISTERED
PROFESSIONAL ENGINEER

O. G. Leppin

O. G. LEPPIN
REGISTERED PROFESSIONAL ENGINEER
NO. 17250.

CURVE NO.	Δ	RADIUS	TANGENT	CH	ARC L.	CHORD BRNG
1	29° 23'	583.32'	152.94'	295.80'	299.15'	S54°54'27" W
2	29° 23'	643.32'	168.67'	326.31'	329.92'	S54°54'27" W
3	5° 29'	2088.22'	100.00'	199.77'	199.85'	S72°20'27" W
4	5° 29'	2148.22'	102.67'	205.51'	205.59'	S72°20'27" W
5	5° 55'	2240.00'	115.76'	231.21'	231.31'	S72°07'27" W
6	3°31'45"	3389.03'	104.41'	208.72'	208.75'	S68°59'24" W
7	1° 34'	7679.59'	105.00'	208.98'	209.99'	S69°56'57" W
8	37°55'00"	420.33'	144.39'	273.11'	278.16'	S38°13'13" E
9	37°55'00"	480.33'	165.00'	312.10'	317.87'	S38°13'13" E
10	37°55'00"	420.33'	144.39'	273.11'	278.16'	S38°13'13" E
11	37°55'00'	480.33'	165.00	312.10'	317.87'	S38°13'13" E
12	4°44'	2722.51'	112.52'	224.85'	224.91'	S73°06'17" W
13	4°44'	2782.51'	115.00'	229.80'	229.87'	S73°06'17" W
16-17	90°00'	25.00'	25.00'	35.35'	39.27'	N64°15'43" W
18-20	90°00'	25.00'	25.00'	35.35'	39.27'	S25°44'17" W
22-24	30°00'	50.00'	50.00'	86.59'	130.90'	S85°44'17" W
25-27	30°00'	50.00'	50.00'	86.59'	130.90'	S55°44'17" W
14	94°20'40"	23.17'	25.00'	33.99'	38.15'	S57°44'43" W
21	86°28'	26.59'	25.00'	35.43'	40.13'	N23°38'17" E

NOTE:
——— = 20' Water Easm.
L. F. of Roads = 12,250'
Iron Stakes set at all Prop. Crns.



Cabinet M

THE RESUBDIVISION OF LOT 27, WHITET

OWNERS: GEORGE EDWARD WALTERS
P.O. BOX 1406
ROUND ROCK, TEXAS 78680

ACREAGE: 6.00

SURVEY: JOHN POWELL SURVEY
ABS. No.491

NUMBER OF BLOCKS: 1

NUMBER OF LOTS: 3

LINEAR FEET OF NEW STREETS: 0

DATE: JUNE 28, 1995.

SURVEYOR: P.H. PATTERSON
1509 BLUE RIDGE DRIVE
CEDAR PARK, TEXAS 78613

N

SCALE: 1" = 100'

● — PIN FOUND
o — PIN SET
B.L. — BUILDING LINE
P.U.E. — PUBLIC UTILITY EASEMENT
C.M. — CONTROLLING MONUMENT
( ) — RECORD DATA

COUNTY R

FIELD NOTES DESCRIBING 6.00 ACRES OF LAND OUT OF AND A PART OF THE JOHN POWELL SURVEY, ABSTRACT No.491, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID 6.00 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF LOT 27, WHITETAIL SECTION II, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, OF RECORD IN CABINET D, SLIDES 141–142 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 6.00 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A STEEL PIN FOUND IN THE EAST LINE OF SAID SUBDIVISION, AT THE NORTHEAST CORNER OF SAID LOT 27 FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED, AND FROM WHICH POINT THE NORTHWEST CORNER OF SAID POWELL SURVEY BEARS N 85°39'41" W 3743.41 FEET;

THENCE WITH THE EAST LINE OF SAID SUBDIVISION SAID LOT 27, S 18°33'59" E (BEARING BASIS) 685.03 FEET TO A STEEL PIN FOUND AT THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE LEAVING SAID EAST LINE AND WITH THE SOUTH LINE OF SAID LOT 27, S 70°46'07" W 290.77 FEET TO A STEEL PIN FOUND IN THE CURVING EAST LINE OF FAWNRIDGE, AT A SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE 130.77 FEET ALONG THE CURVING LINE OF SAID FAWNRIDGE, SAME BEING A SOUTH LINE OF SAID LOT 27, ALONG A CURVE TO THE LEFT WHOSE RADIUS IS 50.00 FEET, A SUB–CHORD BEARS S 86°10'52" W 96.56 FEET TO A STEEL PIN FOUND AT A SOUTHWEST CORNER OF SAID LOT 27, FOR A SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE LEAVING SAID FAWNRIDGE AND WITH THE WEST LINE OF SAID LOT 27 N 19°12'31" W 659.41 FEET TO A STEEL PIN FOUND AT THE NORTHWEST CORNER OF SAID LOT 27 FOR THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE WITH THE NORTH LINE OF SAID LOT 27 N 70°46'53" E 391.55 FEET TO THE PLACE OF BEGINNING CONTAINING 6.00 ACRES OF LAND.

THE STATE OF TEXAS:
COUNTY OF WILLIAMSON:
I, P.H. PATTERSON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON–THE–GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION AND THAT THE LOTS SHOWN HEREON CLOSE MATHEMATically.

P.H. Patterson — 12-4-95

P.H. PATTERSON
REGISTERED PROFESSIONAL LAND SURVEYOR
NUMBER 2517

DATE

DUE TO THE DOWNWARD SLOPE OF THE PROPERTY AWAY FROM THE STREET PAVEMENT, DRIVEWAY DRAINPIPES ARE NOT REQUIRED FOR ANY OF THE DRIVEWAY ENTRANCES AT THE STREET.

NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL No.48491C 0225C, EFFECTIVE DATE, SEPTEMBER 27, 1991.

THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE. NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS NATURAL CONSERVATION COMMISSION HAS APPROVED IN WRITING THE POLLUTION ABATEMENT PLAN.

Robert P. Smith — 12-4-95

ROBERT P. SMITH, P.E.
REGISTERED PROFESSIONAL ENGINEER
2404 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628

DATE

THE S
SUBDI
APPRO
WILLIA

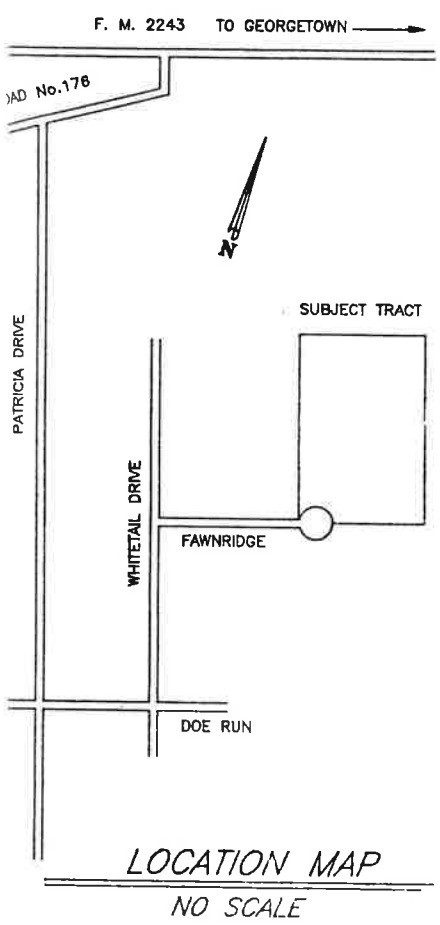
1. LOTS
2. NO
A C
3. WATE
4. BUIL

SHEET 1

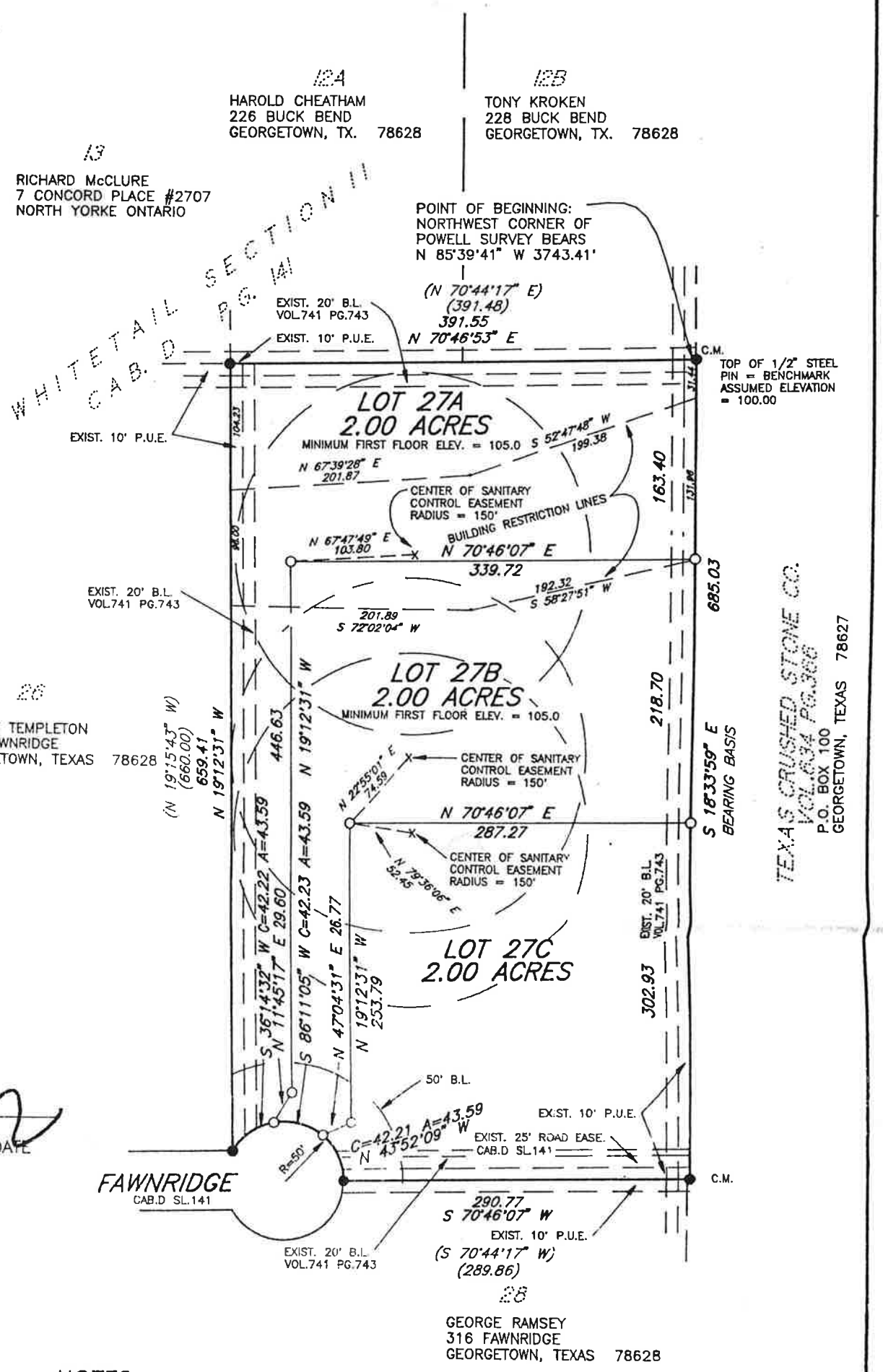
Slide 223

of WILLIAMSON County, TX.
ELAINE BIZZELL
COUNTY CLERK
Rec. $ 81.00

AIL SECTION II



LOCATION MAP
NO SCALE



TEXAS CRUSHED STONE CO.
VOL.634 PG.388
P.O. BOX 100
GEORGETOWN, TEXAS 78627

~~ELT NAMES AND ADDRESSES IN THIS~~
~~SION HAVE BEEN APPROVED~~
~~ED BY:~~
~~SON COUNTY ADDRESSING COORDINATOR DATE~~

NOTES

27A AND 27B WILL NEED TO HAVE ENGINEERED SEPTIC SYSTEMS PENDING INITIAL SITE EVALUATION.

STRUCTURE OR LAND ON THIS PLAT SHELL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING
RTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.

R AND SEWER SERVICE FOR THIS SUBDIVISION WILL BE PRIVATE WELLS AND ON-SITE SEWAGE FACILITIES.

DING SLAB ELEVATIONS SHALL BE 1 FOOT ABOVE ANY PORTION OF THE LOT WITHIN 5 FEET OF THE PERIMETER OF THE BUILDING.

Doc# 9558067
Pages: 2
Date : 12-28-1995
Time : 04:43:10 P.
Filed & Recorded in
Official Records
of WILLIAMSON County
ELAINE BIZZELL
COUNTY CLERK
Rec. $ 81.00

P. H. PATTERSON
REGISTERED PROFESSIONAL LAND SURVEYOR
1509 BLUE RIDGE DRIVE
CEDAR PARK, TEXAS 78613
512-258-5378

OF 2

192

Exhibit B to Resolution

Legal Description and Map

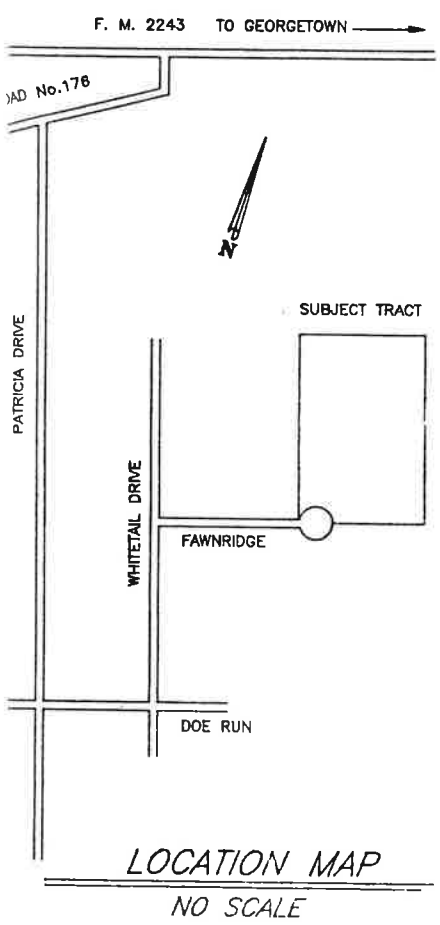
Lot 27A, THE RESUBDIVISION OF LOT 27, WHITETAIL, SECTION II, a subdivision in Williamson County, Texas, according to the map or Plat thereof recorded in Cabinet M, Slide 223, Plat Records of Williamson County, Texas. (Settlement date: 8/4/1998) (See attached copy.)

Lots 27B and 27C, THE RESUBDIVISION OF LOT 27, WHITETAIL SECTION II, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet M, Slide 223, Plat Records of Williamson County, Texas. (Settlement date: 1/5/1996)

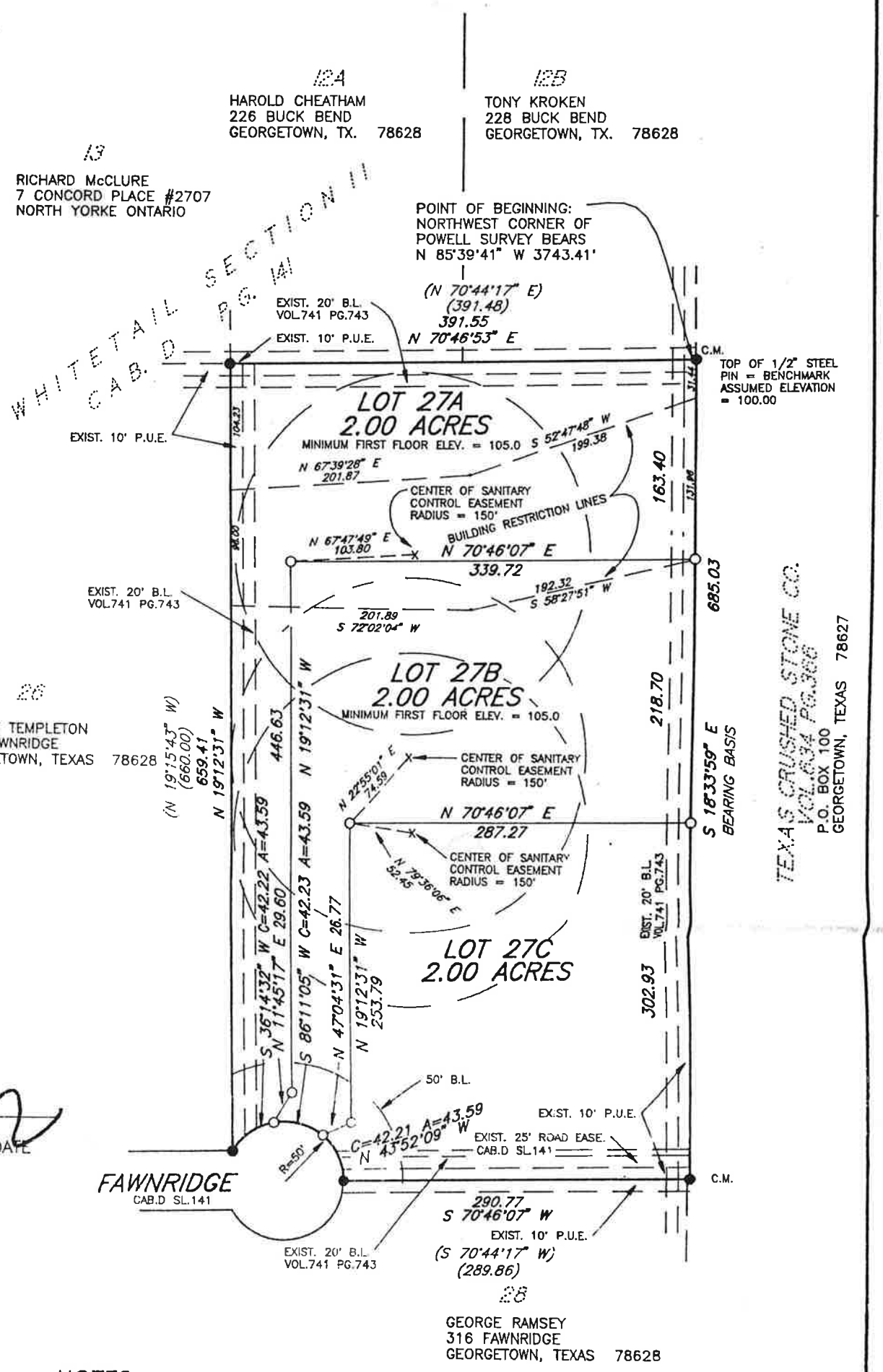
Slide 223

of WILLIAMSON County, TX.
ELAINE BIZZELL
COUNTY CLERK
Rec. $ 81.00

AIL SECTION II



LOCATION MAP
NO SCALE



TEXAS CRUSHED STONE CO.
VOL.634 PG.388
P.O. BOX 100
GEORGETOWN, TEXAS 78627

~~ELT NAMES AND ADDRESSES IN THIS~~
~~SION HAVE BEEN APPROVED~~
~~ED BY:~~
~~SON COUNTY ADDRESSING COORDINATOR DATE~~

NOTES

27A AND 27B WILL NEED TO HAVE ENGINEERED SEPTIC SYSTEMS PENDING INITIAL SITE EVALUATION.

STRUCTURE OR LAND ON THIS PLAT SHELL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING
RTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.

R AND SEWER SERVICE FOR THIS SUBDIVISION WILL BE PRIVATE WELLS AND ON-SITE SEWAGE FACILITIES.

DING SLAB ELEVATIONS SHALL BE 1 FOOT ABOVE ANY PORTION OF THE LOT WITHIN 5 FEET OF THE PERIMETER OF THE BUILDING.

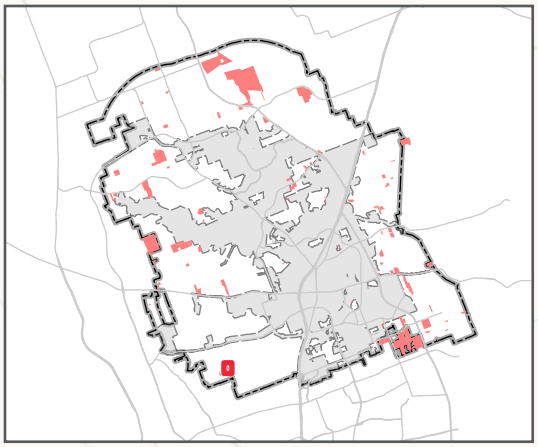
Doc# 9558067
Pages: 2
Date : 12-28-1995
Time : 04:43:10 P.
Filed & Recorded in
Official Records
of WILLIAMSON County
ELAINE BIZZELL
COUNTY CLERK
Rec. $ 81.00

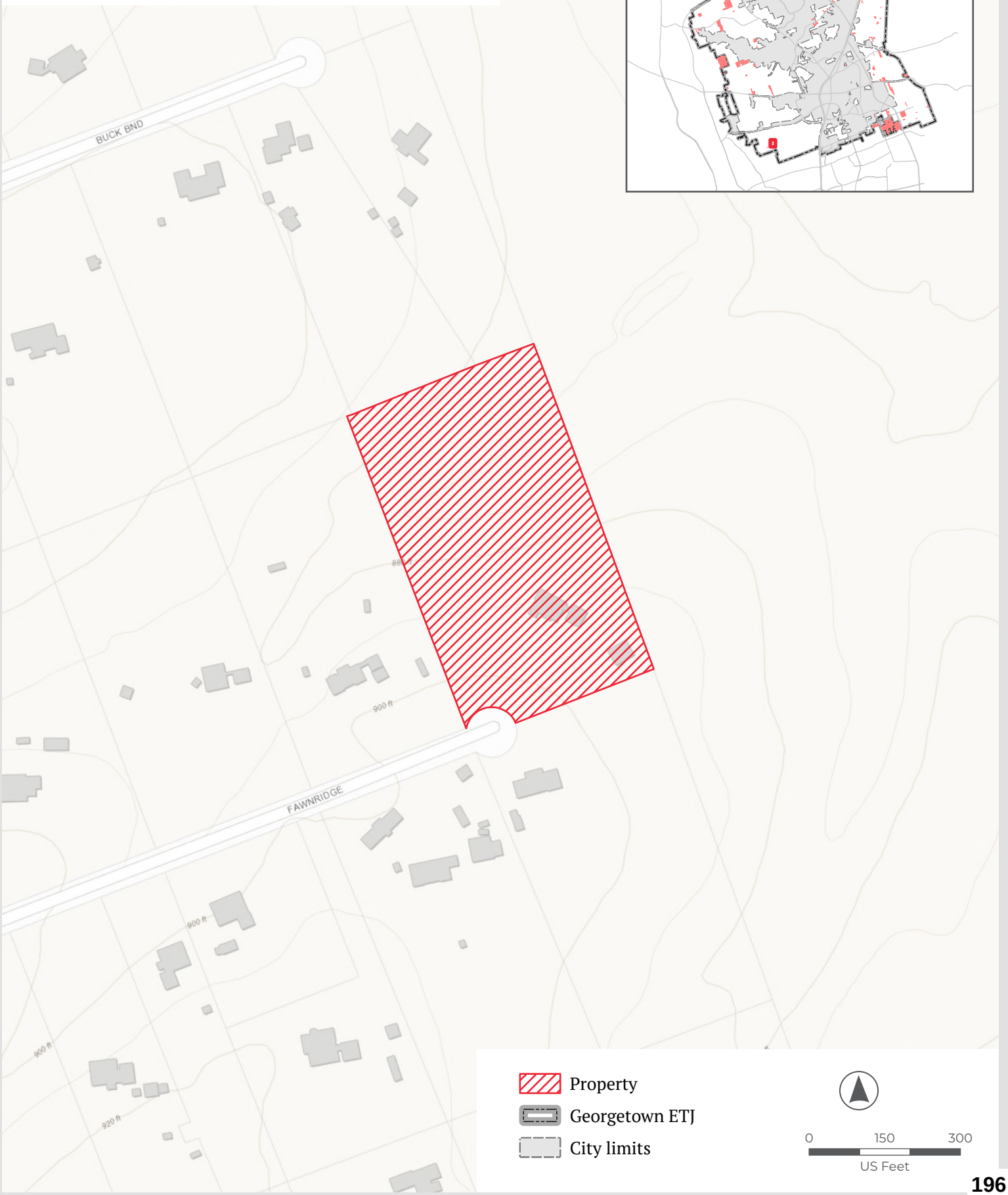
P. H. PATTERSON
REGISTERED PROFESSIONAL LAND SURVEYOR
1509 BLUE RIDGE DRIVE
CEDAR PARK, TEXAS 78613
512-258-5378

OF 2

Petitioned for ETJ Removal

JEROLD VAN HYFTE





City of Georgetown, Texas
City Council
February 10, 2026

SUBJECT:
Resolution - ETJ Disannexation - Varadar LLC - 15 Acres

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 15 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R342808 and owned by Varadar LLC -- Michael Charles, Real Estate Services Coordinator

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Michael Charles, City Attorney's Office/ Real Estate

ATTACHMENTS:
Res_ETJ_Release_Varadar LLC_Lightning Ranch_15 AC wExhibits.pdf
VARADAR LLC Map.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("GEORGETOWN") RELEASING APPROXIMATELY 15 ACRES OF LAND FROM THE CITY OF GEORGETOWN'S EXTRATERRITORIAL JURISDICTION ("ETJ"), SAID LAND IDENTIFIED BY THE WILLIAMSON COUNTY APPRAISAL DISTRICT AS PARCEL R342808 AND BEING LOCALLY KNOWN AS 1000 LIGHTNING RANCH ROAD, GEORGETOWN, WILLIAMSON COUNTY, TEXAS, RESULTING IN A REDUCTION OF GEORGETOWN'S ETJ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 23, 2026, the City of Georgetown, Texas, received a petition requesting release from its ETJ of an approximately 15 acre tract of land in the A.H. Porter Survey (the "Petition"), a true and correct copy of such Petition being attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, pursuant to Subchapter D of Chapter 42 of Local Government Code, landowners or residents may submit a petition seeking release of an area of land from the City's ETJ; and

WHEREAS, the City Secretary has reviewed the Petition and confirmed that it meets the requirements of Subchapter D of Chapter 42 of the Local Government Code and the petition requirements of Chapter 277 of the Election Code.

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

SECTION 1. The City Council of the City of Georgetown, Texas ("**City Council**"), does hereby find that the forgoing recitals are true and correct and adopts the recitals by this reference for all purposes.

SECTION 2. To the extent required by state law, the City Council does hereby adjust the boundaries and limits of the ETJ of the City of Georgetown, Texas, such that the ETJ of the City of Georgetown, Texas, shall be and is hereby adjusted to release and remove the Area subject to the Petition, as such Area is more particularly described and depicted in Exhibit B attached hereto and incorporated herein by reference, from the ETJ of the City of Georgetown, Texas.

SECTION 3. The City Council is not consenting to this reduction of its ETJ except as required by state law.

SECTION 4. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Georgetown, Texas, on the _____ day of _____, 2026.

CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:_____
Skye Masson, City Attorney

Exhibit A to Resolution

Petition

RECEIVED
JAN 2 3 2026
CITY SEC.

PETITION FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF GEORGETOWN

January 23, 2026 to be effective December 4, 2025

Petitioner: VARADAR LLC, a Texas limited liability company

Mailing and Residential Address: 4356 Hogan Drive, Tyler, TX 75709

Disannexation Area Requested:

All that certain 15.00 acres of land, more or less, out of the A.H. Porter Survey, Abstract No. 490 in Williamson County, Texas and being more particularly described in a deed to the property recorded in Document No. 2025049658, of the Official Public Records of Williamson County, Texas attached hereto as Exhibit "A" and map attached hereto as Exhibit "B".

Parcel ID No. and Property Address: R342808; 1000 Lightning Ranch Road, Georgetown, Texas 78628

Contact Person for Petitioner: Courtney McWhorter
Sprouse Shrader Smith PLLC
Galleria Oaks A&B, 13215 Bee Cave Pkwy, Suite A-230
Austin, Texas 78738
Email: [redacted]
Telephone: [redacted]

This Petition for release, pursuant to Subchapter D of Chapter 42 of the Texas Local Government Code applies for the foregoing reasons:

- No military base is located within five miles of the Property (Sec. 42.101 (1)); see location map attached as Exhibit "C";
- The exclusion provided in 42.101(2) does not apply because the Property was not voluntarily annexed, and since Williamson County grew by less than 50 percent from the 2010 census to the 2020 census. In fact, according to the US Census website, the population of Williamson County only increased by 44.08% from the 2010 to the 2020 census. The following data was acquired from the USA census website: https://www.census.gov/quickfacts/fact/table/williamsoncountytexas/PST045223;
- Sec. 42.101(3) exclusion does not apply since the City of Georgetown's population is less than 1.4 million, and Williamson County's population is less than 2 million;
- The exclusion of Sec. 42.101(4) does not apply because the Property is not located in an area designated as an industrial district under Sec. 42.044; and

PETITION FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF GEORGETOWN

RECEIVED
DEC 16 2025
CITY SEC.

December 4, 2025

Petitioner: VARADAR LLC, a Texas limited liability company

Mailing Address: 4356 Hogan Drive, Tyler, TX 75709

Disannexation Area Requested:

All that certain 15.00 acres of land, more or less, out of the A.H. Porter Survey, Abstract No. 490 in Williamson County, Texas and being more particularly described in a deed to the property recorded in Document No. 2025049658, of the Official Public Records of Williamson County, Texas attached hereto as Exhibit "A" and map attached hereto as Exhibit "B".

Parcel ID No. and Property Address: R342808; 1000 Lightning Ranch Road, Georgetown, Texas 78628

Contact Person for Petitioner: Courtney McWhorter
Sprouse Shrader Smith PLLC
Galleria Oaks A&B, 13215 Bee Cave Pkwy, Suite A-230
Austin, Texas 78738
Email: [redacted]
Telephone: [redacted]

This Petition for release, pursuant to Subchapter D of Chapter 42 of the Texas Local Government Code applies for the foregoing reasons:

- No military base is located within five miles of the Property (Sec. 42.101 (1)); see location map attached as Exhibit "C";
- The exclusion provided in 42.101(2) does not apply because the Property was not voluntarily annexed, and since Williamson County grew by less than 50 percent from the 2010 census to the 2020 census. In fact, according to the US Census website, the population of Williamson County only increased by 44.08% from the 2010 to the 2020 census. The following data was acquired from the USA census website: https://www.census.gov/quickfacts/fact/table/williamsoncountytexas/PST045223;
- Sec. 42.101(3) exclusion does not apply since the City of Georgetown's population is less than 1.4 million, and Williamson County's population is less than 2 million;
- The exclusion of Sec. 42.101(4) does not apply because the Property is not located in an area designated as an industrial district under Sec. 42.044; and

- The exclusion of Sec. 42.101(5) does not apply because the Property is not located in an area subject to a strategic partnership agreement.

As noted above, no exclusion applies under Subchapter D of Chapter 42 of the Texas Local Government Code. Accordingly, the Petitioner as the sole owner of the Property, as indicated by Parcel ID No. R342808, has the authority under 42.102(b) to file this petition for release. As the sole owner signing this petition, the Petitioner has satisfied Sec. 42.104 (b) and (c). By providing the attached maps, Petitioner has fulfilled the last requirement under Sec. 42.104 (d)(1).

This Petition is signed and notarized by the Petitioner as the sole owner of the referenced Property and is delivered to the City Secretary's office at 808 Martin Luther King Jr St. Georgetown, Texas 78626. As required under Sec. 42.105, the City must notify the Petitioner of the results of the Petition.

Petitioner respectfully requests that the City of Georgetown immediately release the Property from the City's ETJ.

Petitioner:

VARADAR LLC,
a Texas limited liability company

Rajasekhar Paidipalli, Sole Member
DOB: [redacted]
Date Signed: 11/28/2025

STATE OF TEXAS
COUNTY OF WILLIAMSON

Sworn to and subscribed before me on the 28th day of NOVEMBER 2025, by Rajasekhar Paidipalli, Sole Member, VADAR LLC, a Texas limited liability company, on behalf of the entity.

Naveen Cherukuri
Notary Public, State of Texas

NAVEEN CHERUKURI
Notary Public, State of Texas
Comm. Expires 03-05-2028
Notary ID 134794169

EXHIBIT A
Deed with Legal Description

ELECTRONICALLY RECORDED 2025049658
Williamson County, Texas Total Pages: 7

AUSTIN TITLE COMPANY

GF# 1701342500057

GENERAL WARRANTY DEED

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

STATE OF TEXAS	§
	§
COUNTY OF WILLIAMSON	§
DATE:	June 25, 2025
GRANTOR:	Gregory Mikesell and Shelly Danielle Mikesell, husband and wife
GRANTOR'S ADDRESS:	16510 Brogan Lane Pflugerville, TX 78660
GRANTEE:	Varadar LLC
GRANTEE'S ADDRESS:	4356 Hogan Dr Tyler, TX 75709
CONSIDERATION:	TEN DOLLARS ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor.

REAL PROPERTY
(INCLUDING ANY IMPROVEMENTS)
[THE "PROPERTY" HEREIN]: That certain property described on **Exhibit A** attached hereto and incorporated by reference herein.

RESERVATIONS FROM CONVEYANCE & WARRANTY:
None.

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

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

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

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

GRANTOR:

Gregory Mikesell

Shelly Danielle Mikesell

Official Document

NOTARY ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on June 7, 2025, by Gregory Mikesell.

JESSICA JANSEN DOWDY
Notary Public, State of Texas
Notary ID# 125548578
My Commission Expires
JANUARY 13, 2026

Notary Public in and for the State of Texas

STATE OF ~~TEXAS~~ MICHIGAN §
COUNTY OF WAYNE §

This instrument was acknowledged before me on June 6th, 2025, by Shelly Danielle Mikesell.

LAKEISHA MALLETT
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires May 1, 2027
Acting in the County of WAYNE

Notary Public in and for the State of Texas

After Recording, Please Return to:
Austin Title Company
200 E. 8th Steet, Ste 201
Georgetown, TX 78626
Attn: Emily Morris-Martinka
GF# 1701342500057

Official Document

EXHIBIT "A"
Legal Description

TRACT 1:

A DESCRIPTION OF 15.00 ACRES OF LAND, MORE OR LESS, OUT OF THE A.H. PORTER SURVEY, ABSTRACT NO. 490, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN TRACT OF LAND CONVEYED BY SPECIAL WARRANTY DEED IN DOCUMENT NO. 2000074299, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 15.00 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR RECORD AT AN IRON ROD FOUND WITH A "FOREST" PLASTIC CAP IN THE CENTERLINE OF LIGHTNING RANCH ROAD, A 60 FOOT WIDE ACCESS EASEMENT, AS DESCRIBED IN VOLUME 2179, PAGE 519, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID POINT BEING ON THE COMMON NORTH CORNER OF THAT CERTAIN 10.01 ACRE TRACT OF LAND CONVEYED TO ANDRE P. AND MICHELLE R. YASSA IN DOCUMENT NO. 2018007019, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND THAT CERTAIN 10.01 ACRE TRACT OF LAND CONVEYED TO JOHN J. AND STACI J. HERNANDEZ IN DOCUMENT NO. 2019035655, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAME BEING A POINT ON THE SOUTH LINE OF THAT CERTAIN 10.29 ACRE TRACT OF LAND CONVEYED TO BRIAN AND BRITNI LEMONS IN DOCUMENT NO. 2021003350, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

THENCE, NORTH 68°36'09" EAST, COINCIDENT WITH THE CENTERLINE OF SAID LIGHTNING RANCH ROAD, A DISTANCE OF 45.29 TO A COTTON SPINDLE FOUND IN ROCK DRIVEWAY, SAID POINT BEING ON THE NORTH LINE OF SAID YASSA TRACT, SAID POINT BEING THE SOUTHEAST CORNER OF SAID LEMONS TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 15.00 ACRE TRACT, THIS POINT BEING THE POINT OF BEGINNING AND HAVING GRID COORDINATES OF N(Y) 10212300.155, E(X) 3093245.0001, UNITED STATES STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NAD83, AND FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE, NORTH 21°11'21" WEST, COINCIDENT WITH THE WEST LINE OF SAID 15.00 ACRE TRACT, A DISTANCE OF 2032.07 FEET TO AN IRON ROD FOUND, SAID POINT BEING THE NORTHEAST CORNER OF THAT CERTAIN 10.29 ACRE TRACT OF LAND CONVEYED TO SERIES A, TIMBERWOLF HOLDINGS LLC IN DOCUMENT NO. 2022089472, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAME BEING A POINT ON THE SOUTH LINE OF THAT CERTAIN 114.90 ACRE TRACT CONVEYED TO SRR EVANS INVESTMENT LLC IN DOCUMENT NO. 2021082145, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAME BEING THE NORTHWEST CORNER OF SAID 15.00 ACRE TRACT, AND FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE, NORTH 68°51'25" EAST, COINCIDENT WITH THE SOUTH LINE OF SAID 114.90 ACRE TRACT AND THE NORTH LINE OF SAID 15.00 ACRE TRACT, A DISTANCE OF 788.97 FEET TO AN IRON ROD FOUND, SAID POINT BEING THE NORTHWEST CORNER OF THAT CERTAIN 155.015 ACRE TRACT OF LAND CONVEYED TO CIMARRON HILLS DEVELOPMENT, LLC IN DOCUMENT NO. 2012087332, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAME BEING THE NORTHEAST CORNER OF SAID 15.00 ACRE TRACT, AND FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE, SOUTH 21°11'04" EAST, COINCIDENT WITH THE NORTHERLY EAST LINE OF SAID 15.00 ACRE TRACT AND THE NORTHERLY WEST LINE OF SAID 155.015 ACRE TRACT, A DISTANCE OF 728.36 FEET TO AN IRON ROD FOUND, SAID POINT BEING AN INTERIOR CORNER OF SAID 155.015 ACRE TRACT, SAME BEING THE EAST CORNER OF SAID 15.00 ACRE TRACT, AND FOR THE EAST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE, SOUTH 68°51'57" WEST, COINCIDENT WITH SOUTHERLY WEST LINE OF SAID 155.015 ACRE TRACT AND THE SOUTHERLY EAST LINE OF SAID 15.00 ACRE TRACT, A DISTANCE OF 729.00 FEET TO AN IRON ROD FOUND, SAID POINT BEING THE WEST CORNER OF SAID 155.015 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 15.00 ACRE TRACT, AND FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE, SOUTH 21°12'45" EAST, COINCIDENT WITH THE SOUTHERLY WEST LINE OF SAID 155.015 ACRE TRACT AND THE SOUTHERLY EAST LINE OF SAID 15.00 ACRE TRACT, A DISTANCE OF 1303.99 FEET TO AN IRON ROD FOUND IN THE CENTERLINE OF SAID LIGHTNING RANCH ROAD, SAME BEING A POINT ON THE NORTH LINE OF SAID YASSA TRACT, SAID POINT BEING THE SOUTH CORNER OF SAID 155.015 ACRE TRACT, SAME BEING THE SOUTHERLY SOUTHEAST CORNER OF SAID 15.00 ACRE TRACT, AND FOR THE SOUTHERLY SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE, SOUTH 69°01'06" WEST, COINCIDENT WITH THE CENTERLINE OF SAID LIGHTNING RANCH ROAD, SAID POINT BEING THE NORTH LINE OF SAID YASSA TRACT, A DISTANCE OF 60.44 FEET TO THE POINT OF BEGINNING, CONTAINING 15.00 ACRES, MORE OR LESS, WITHIN THESE METES AND BOUNDS.

TRACT 2:

Easement Estate created by those certain instruments recorded in Volume 2179, Page 519 and Volume 2622, Page 512 Official Records of Williamson County, Texas, being over and across the following described tract of land:

BEING A 60-FOOT-WIDE STRIP OF LAND, SITUATED IN THE A. H. PORTER SURVEY, ABSTRACT NO. 490, IN WILLIAMSON COUNTY, TEXAS, SAID LAND BEING A PORTION OF THAT CERTAIN TRACT OF LAND CALLED 1,764.68 ACRES, AS CONVEYED TO RESORT PROPERTIES, INC. BY FRANKLIN FEDERAL BANCORP, A FEDERAL SAVINGS BANK AS RECORDED IN VOLUME 2148, PAGE 318, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. SURVEYED ON THE GROUND IN THE MONTH OF JUNE, 1992, UNDER THE SUPERVISION OF DON H. BIZZELL, REGISTERED PROFESSIONAL LAND SURVEYOR; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF STATE HIGHWAY NO. 29, BEING THE SOUTH LINE OF THE ABOVE-REFERENCED 1,764.68 ACRE TRACT, SAID POINT BEING S 81° 50' 30" E, 34.13 FEET FROM THE MOST SOUTHERLY SOUTHWEST CORNER OF THE SAID 1,764.68 ACRE TRACT;

THENCE, ALONG AND 30 FEET TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;
N 20° 19' 30" W, 533.99 FEET;
N 19° 32' W, 1,122.86 FEET;
N 19° 01' W, 265.79 FEET;
N 16° 51' W, 579.51 FEET;
N 19° 32' 30" W, 166.71 FEET;
N 14° 29' 30" W, 66.97 FEET;
N 10° 22' 30" E, 119.52 FEET;
N 26° 20' E, 377.49 FEET;
N 19° 04' E, 67.04 FEET;
N 2° 54' E, 92.75 FEET;
N 5° 08' W, 92.11 FEET;
N 6° 05' E, 107.44 FEET;
N 9° 36' E, 65.45 FEET;
N 6° 47' E, 46.34 FEET;
N 01° 55' 30" W, 46.91 FEET;
N 20° 12' W, 215.97 FEET;
N 14° 26' 30" W, 112.81 FEET;
N 30° 35' 30" W, 431.67 FEET;
N 26° 19' W, 94.93 FEET;
N 20° 49' W, 156.91 FEET;
N 11° 01' 30" W, 69.02 FEET;
N 13° 23' W, 78.27 FEET;
N 21° 06' 30" W, 71.12 FEET;
N 29° 44' W, 834.12 FEET;
N 34° 07' 30" W, 1,181.15 FEET;

Official Document

N 27° 21' 30" W, 480.69 FEET;
N 18° 47' 30" W, 385.86 FEET TO A POINT HEREINAFTER CALLED "EASEMENT INTERSECTION" FOR THE BEGINNING OF THE CENTERLINE OF A 60 FOOT-WIDE EASEMENT EXTENDING EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE, N 70° 30' E, 5,662.36 FEET TO AN INTERIOR CORNER OF THE SAID 1,764.68 ACRE TRACT, HEREINAFTER REFERRED TO AS THE "INTERIOR CORNER", BEING THE NORTHWEST CORNER OF LOT 26, OF CEDAR HOLLOW CROSSING, A SUBDIVISION OF RECORD IN CABINET J, SLIDES 338-353, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE TERMINATION HEREOF;

BEGINNING AGAIN AT A POINT S 70° 30' W, 60.00 FEET FROM THE SAID "INTERIOR CORNER" OF THE SAID 1,764.68 ACRE TRACT; SAID "INTERIOR CORNER" BEING THE NORTHWEST CORNER OF THE SAID LOT 26;

THENCE, EXTENDING ALONG AND 60 FEET NORTH OF THE FOLLOWING DESCRIBED LINE TO WIT; N 70° 30' E, 60.00 FEET TO THE SAID INTERIOR CORNER OF THE SAID 1,764.68 ACRE TRACT; CONTINUING ALONG THE SOUTHERLY LINE OF THE SAID 1,764.68 ACRE TRACT, N 70° 55' E, 830.55 FEET TO AN IRON PIN MARKING THE NORTHWEST CORNER OF LOT 25 OF THE SAID CEDAR HOLLOW CROSSING AND CONTINUING ALONG AND EXTENDING 60 FEET EAST OF A LINE THAT RUNS S 19° 32' E, 767.71 FEET TO A POINT MARKING THE SOUTHWEST CORNER OF THE SAID LOT 25, BEING ON THE NORTH LINE OF LOST OAK COVE, A DEDICATED ROADWAY FOR THE TERMINATION HEREOF;

BEGINNING AGAIN AT THE "EASEMENT INTERSECTION."

THENCE, ALONG AND 30-FEET TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, N 22° 35' 30" W, 432.77 FEET; N 19° 35' W, 1,154.81 FEET AND N 21° 45' W, 448.38 FEET TO A POINT ON THE NORTH LINE OF THE SAID 1,764.68 ACRE TRACT, BEING N 70° 23' E, 30.02 FEET FROM THE MOST NORTHERLY NORTHWEST CORNER OF THE SAID 1,764.68 ACRE TRACT, FOR THE TERMINATION HEREOF.

Official Document

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2025049658

Pages: 7 Fee: $45.00
06/27/2025 09:40 AM
OSALINAS

Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County,Texas

Unofficial Document

EXHIBIT B
Map

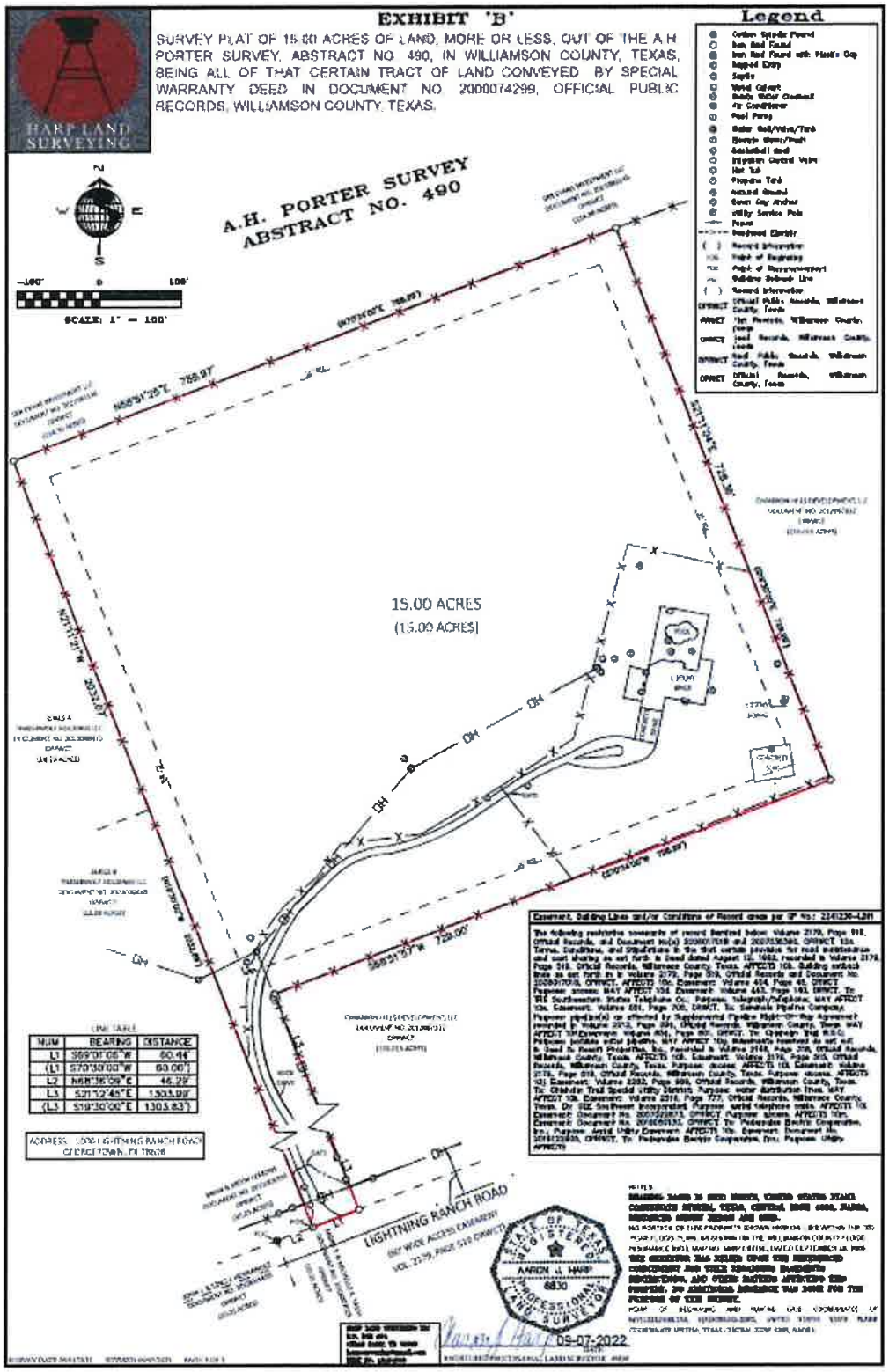
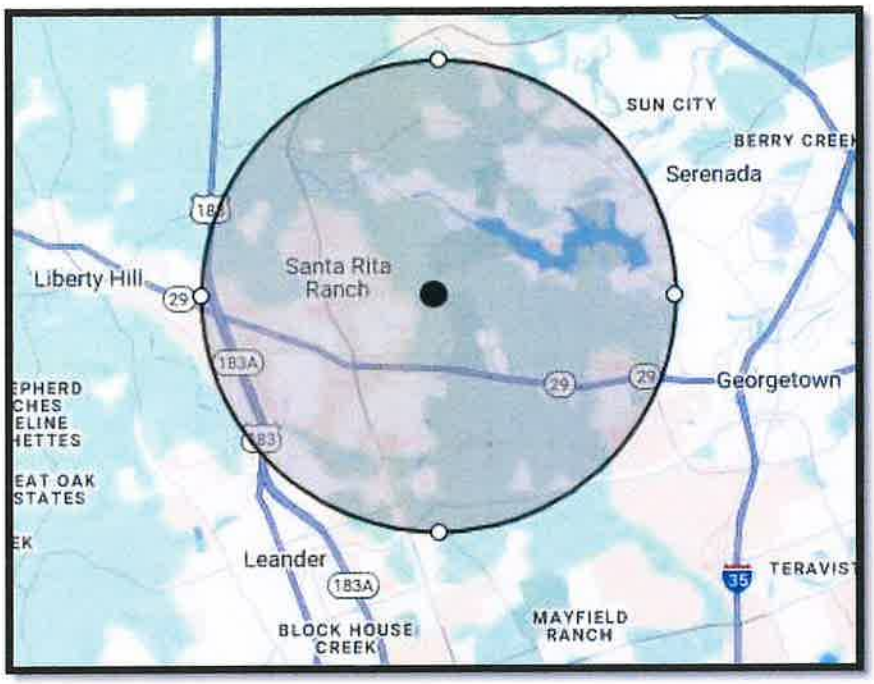


EXHIBIT C
Location Map



UNANIMOUS CONSENT OF SOLE MEMBER OF VARADAR, LLC

The undersigned, being the sole Member of VARADAR, LLC, a Texas limited liability company (the "Company"), hereby consents to the following actions:

WHEREAS, the person signing this consent is the sole Member and is entitled to vote at company meetings and on the following resolutions;

WHEREAS, in accordance with the Texas Local Government Code Subchapter D, the Company, desires to submit a Petition to the City of Georgetown (the "City"), a Texas municipality, for the release of the following real property (referred to herein as the "Property") from the City's Extraterritorial Jurisdiction (the "ETJ"):

> All that certain 15.00 acres of land, more or less, out of the A.H. Porter Survey, Abstract No. 490 in Williamson County, Texas and being more particularly described in a deed to the property recorded in Document No. 2025049658, of the Official Public Records of Willaimson County, Texas.

WHEREAS, the undersigned sole Member desires to take advantage of the provisions of Sections 6.201 and 101.359 of the Texas Business Organizations Code, and execute a unanimous written consent in lieu of formally holding a meeting and agree that the adoption of the following resolutions shall be valid and have the same force and effect as though such resolutions had been adopted at a Member meeting; therefore, be it:

RESOLVED, that the Company is authorized to submit a Petition to the City for the purpose of releasing the Property from the City's ETJ.

RESOLVED, that Rajasekhar Paidipalli, as sole Member of the Company, is hereby appointed as an Authorized Agent of the Company and is hereby empowered to execute any and all documents, to take such steps, and to do such other acts necessary, on behalf of said Company, in connection with submitting a Petition for the release the Property from the City's ETJ.

RESOLVED, that this unanimous written consent shall have the same force and effect as a formal company meeting for all purposes and that the undersigned waive any requirement of notice regarding the date, time, and place of such meetings.

SOLE MEMBER:

Signed by:
Rajasekhar Paidipalli
E1695DDFB27B486...

Rajasekhar Paidipalli

Date signed: 12/9/2025

Exhibit B to Resolution

Legal Description and Map

EXHIBIT "A"
Legal Description

TRACT 1:

A DESCRIPTION OF 15.00 ACRES OF LAND, MORE OR LESS, OUT OF THE A.H. PORTER SURVEY, ABSTRACT NO. 490, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN TRACT OF LAND CONVEYED BY SPECIAL WARRANTY DEED IN DOCUMENT NO. 2000074299, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 15.00 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR RECORD AT AN IRON ROD FOUND WITH A "FOREST" PLASTIC CAP IN THE CENTERLINE OF LIGHTNING RANCH ROAD, A 60 FOOT WIDE ACCESS EASEMENT, AS DESCRIBED IN VOLUME 2179, PAGE 519, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID POINT BEING ON THE COMMON NORTH CORNER OF THAT CERTAIN 10.01 ACRE TRACT OF LAND CONVEYED TO ANDRE P. AND MICHELLE R. YASSA IN DOCUMENT NO. 2018007019, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND THAT CERTAIN 10.01 ACRE TRACT OF LAND CONVEYED TO JOHN J. AND STACI J. HERNANDEZ IN DOCUMENT NO. 2019035655, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAME BEING A POINT ON THE SOUTH LINE OF THAT CERTAIN 10.29 ACRE TRACT OF LAND CONVEYED TO BRIAN AND BRITNI LEMONS IN DOCUMENT NO. 2021003350, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

THENCE, NORTH 68°36'09" EAST, COINCIDENT WITH THE CENTERLINE OF SAID LIGHTNING RANCH ROAD, A DISTANCE OF 45.29 TO A COTTON SPINDLE FOUND IN ROCK DRIVEWAY, SAID POINT BEING ON THE NORTH LINE OF SAID YASSA TRACT, SAID POINT BEING THE SOUTHEAST CORNER OF SAID LEMONS TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 15.00 ACRE TRACT. THIS POINT BEING THE POINT OF BEGINNING AND HAVING GRID COORDINATES OF N(Y) 10212300.155, E(X) 3093245.0001, UNITED STATES STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NAD83, AND FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE, NORTH 21°11'21" WEST, COINCIDENT WITH THE WEST LINE OF SAID 15.00 ACRE TRACT, A DISTANCE OF 2032.07 FEET TO AN IRON ROD FOUND, SAID POINT BEING THE NORTHEAST CORNER OF THAT CERTAIN 10.29 ACRE TRACT OF LAND CONVEYED TO SERIES A, TIMBERWOLF HOLDINGS LLC IN DOCUMENT NO. 2022089472, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAME BEING A POINT ON THE SOUTH LINE OF THAT CERTAIN 114.90 ACRE TRACT CONVEYED TO SRR EVANS INVESTMENT LLC IN DOCUMENT NO. 2021082145, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAME BEING THE NORTHWEST CORNER OF SAID 15.00 ACRE TRACT, AND FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE, NORTH 68°51'25" EAST, COINCIDENT WITH THE SOUTH LINE OF SAID 114.90 ACRE TRACT AND THE NORTH LINE OF SAID 15.00 ACRE TRACT, A DISTANCE OF 788.97 FEET TO AN IRON ROD FOUND, SAID POINT BEING THE NORTHWEST CORNER OF THAT CERTAIN 155.015 ACRE TRACT OF LAND CONVEYED TO CIMARRON HILLS DEVELOPMENT, LLC IN DOCUMENT NO. 2012087332, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAME BEING THE NORTHEAST CORNER OF SAID 15.00 ACRE TRACT, AND FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

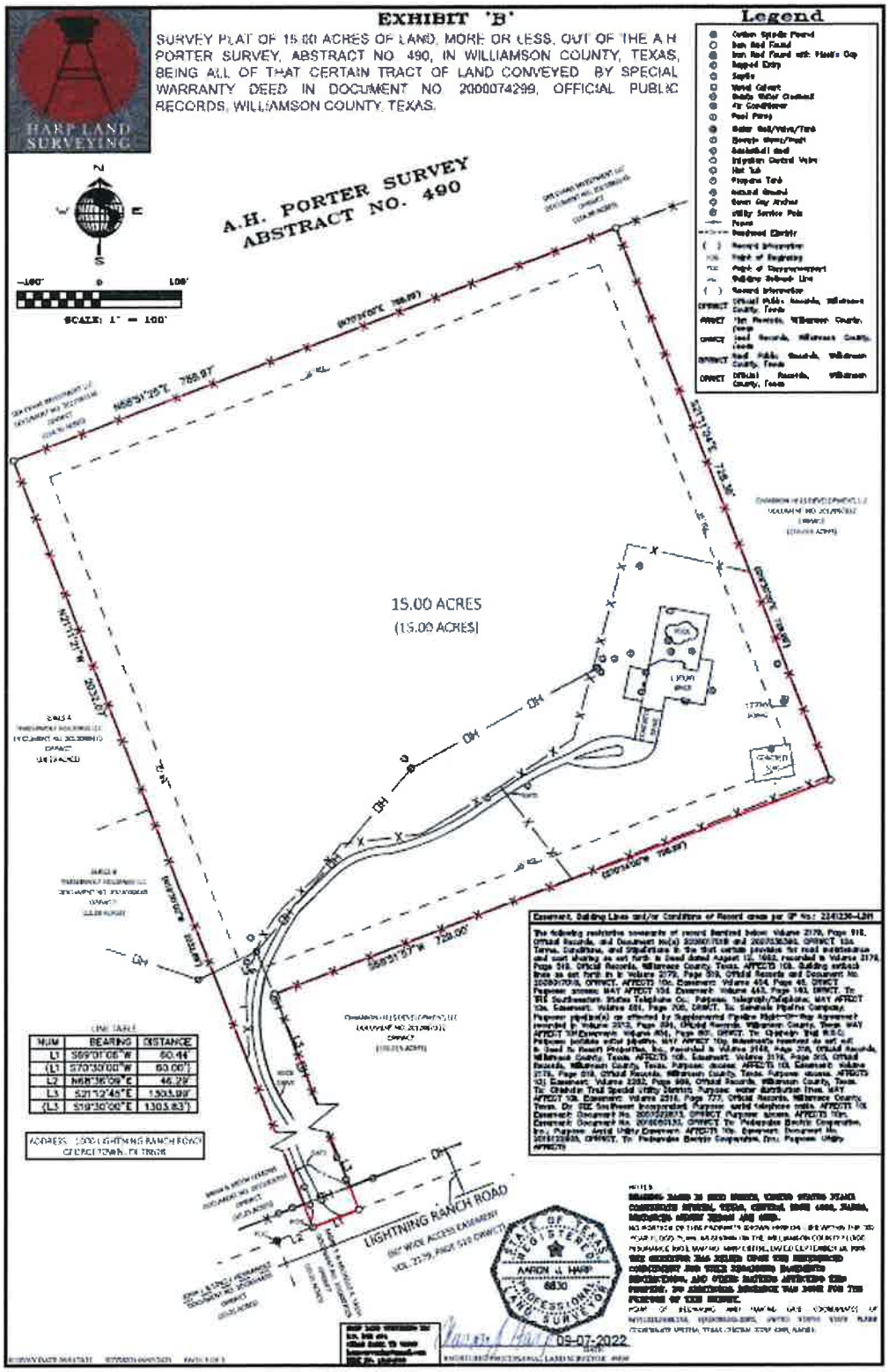
THENCE, SOUTH 21°11'04" EAST, COINCIDENT WITH THE NORTHERLY EAST LINE OF SAID 15.00 ACRE TRACT AND THE NORTHERLY WEST LINE OF SAID 155.015 ACRE TRACT, A DISTANCE OF 728.36 FEET TO AN IRON ROD FOUND, SAID POINT BEING AN INTERIOR CORNER OF SAID 155.015 ACRE TRACT, SAME BEING THE EAST CORNER OF SAID 15.00 ACRE TRACT, AND FOR THE EAST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE, SOUTH 68°51'57" WEST, COINCIDENT WITH SOUTHERLY WEST LINE OF SAID 155.015 ACRE TRACT AND THE SOUTHERLY EAST LINE OF SAID 15.00 ACRE TRACT, A DISTANCE OF 729.00 FEET TO AN IRON ROD FOUND, SAID POINT BEING THE WEST CORNER OF SAID 155.015 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 15.00 ACRE TRACT, AND FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE, SOUTH 21°12'45" EAST, COINCIDENT WITH THE SOUTHERLY WEST LINE OF SAID 155.015 ACRE TRACT AND THE SOUTHERLY EAST LINE OF SAID 15.00 ACRE TRACT, A DISTANCE OF 1303.99 FEET TO AN IRON ROD FOUND IN THE CENTERLINE OF SAID LIGHTNING RANCH ROAD, SAME BEING A POINT ON THE NORTH LINE OF SAID YASSA TRACT, SAID POINT BEING THE SOUTH CORNER OF SAID 155.015 ACRE TRACT, SAME BEING THE SOUTHERLY SOUTHEAST CORNER OF SAID 15.00 ACRE TRACT, AND FOR THE SOUTHERLY SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

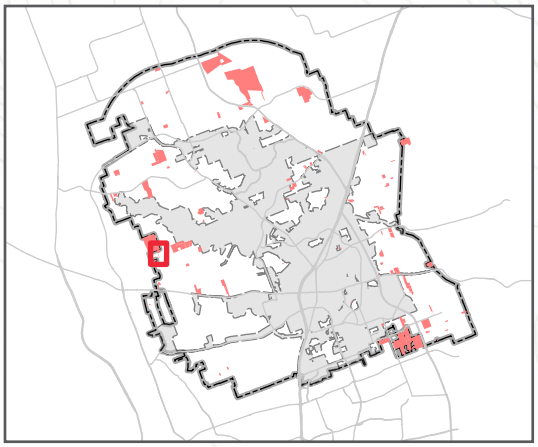
THENCE, SOUTH 69°01'06" WEST, COINCIDENT WITH THE CENTERLINE OF SAID LIGHTNING RANCH ROAD, SAID POINT BEING THE NORTH LINE OF SAID YASSA TRACT, A DISTANCE OF 60.44 FEET TO THE POINT OF BEGINNING, CONTAINING 15.00 ACRES, MORE OR LESS, WITHIN THESE METES AND BOUNDS.

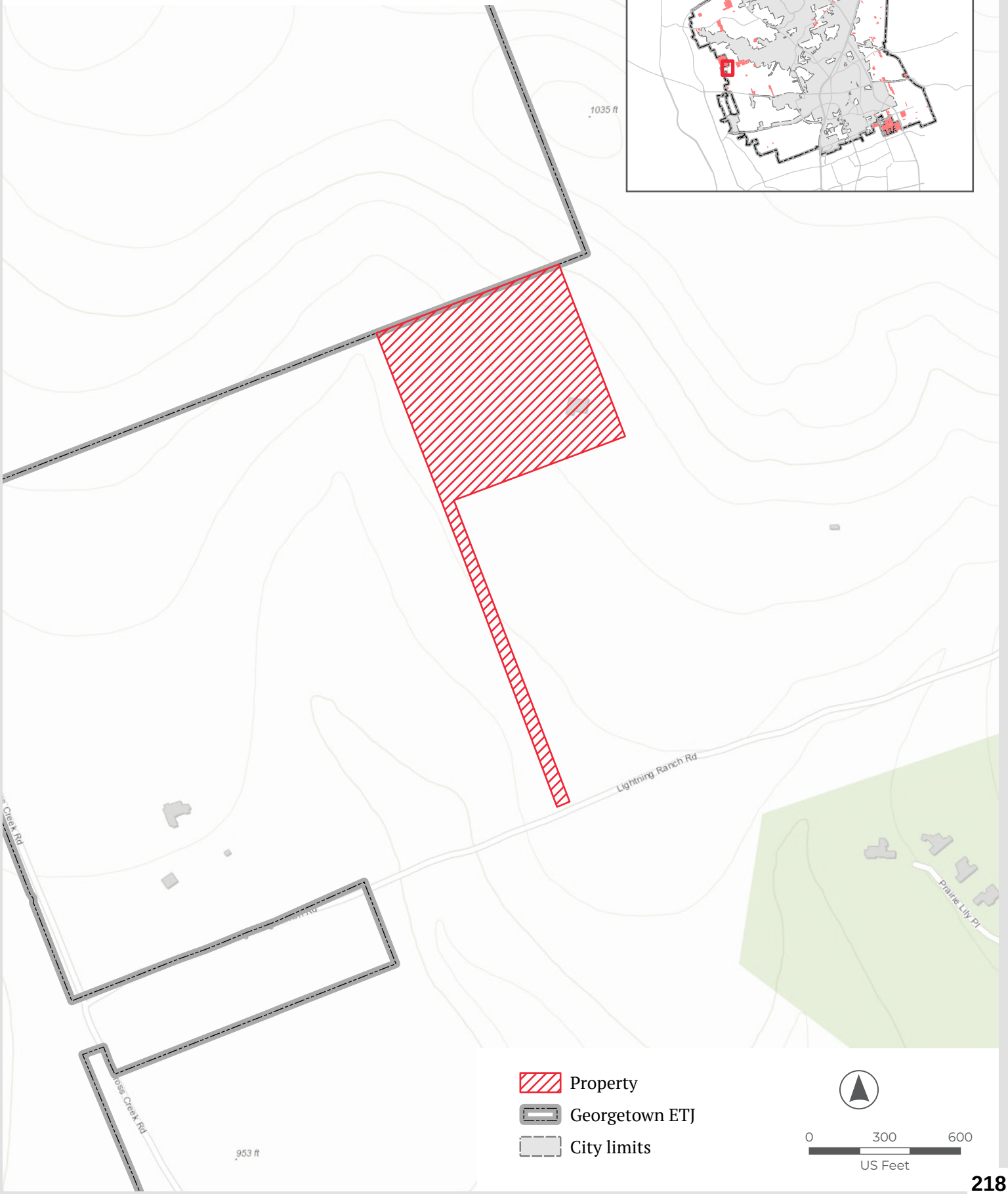
EXHIBIT B
Map



Petitioned for ETJ Removal

VARADAR LLC





City of Georgetown, Texas
City Council
February 10, 2026

SUBJECT:
Resolution - 2025-6-ANX - Ronald Reagan Boulevard

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to begin the annexation proceedings of approximately 20 Acres of City-Owned property situated in the Frederick Foy Survey, Abstract No. 229, generally located at Ronald Reagan Boulevard (2025-6-ANX) -- Ryan Clark, AICP, Planning Manager

ITEM SUMMARY:
Overview of Applicant's Request:
The City owns the subject property and intends to construct the Northlands Water Reclamation Property upon it. As part of its development, the City must pass this resolution to begin the annexation process for bringing the subject property into City Limits.

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Hunter Gould, Planning Department

ATTACHMENTS:
2025-6-ANX - Resolution for Annexation - Northlands Water Reclamation Plant.pdf
2025-6-ANX Resolution Presentation.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, REQUESTING THE ANNEXATION OF APPROXIMATELY 20 ACRES OF CITY-OWNED PROPERTY SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, AND KNOWN AS THE NORTHLANDS WATER RECLAMATION PLANT.

WHEREAS, the City of Georgetown ("City"), as the owner of the hereinafter described property, desires for the City, pursuant to Section 43.0671 of the Local Government Code, to annex said area of land into the City of Georgetown, to-wit:

> 20-acre tracts of land situated in Frederick Foy Survey, Abstract 229, more particularly shown on the map and described by metes and bounds in *Exhibit "A,"* which are attached hereto and incorporated herein by reference as if set forth in full (the "Northlands Water Reclamation Plant");

WHEREAS, the annexation of property under Section 43.0671 triggers the consent annexation procedures of Subchapter C-3 of the Local Government Code, including the requirement of a written municipal services agreement, and a public hearing before a municipality may adopt an ordinance annexing the area.

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

SECTION 1: The City Council of the City of Georgetown, being the sole owner of the Northlands Water Reclamation Plant, hereby requests that the City of Georgetown annex the Northlands Water Reclamation Plant.

SECTION 2: City Staff is directed to prepare a municipal services agreement for the area to be annexed in accordance with Section 43.0672 of the Local Government Code for approval of the City Council.

SECTION 3: The City Secretary is directed to commence the publication of notices of the public hearing before the City Council on the subject of the proposed annexation of said area into the city limits; and further, to place upon the City Council Agendas the consideration of the passage of an ordinance annexing said area into the city limits in accordance with State Law; the tentative schedule for said hearings and ordinance consideration shall be as follows:

Resolution Petitioning for Annexation: February 10, 2026 (today)
Approval of the Municipal Services Agreement: March 10, 2026
Public Hearing: March 24, 2026
Annexation Ordinance (First Reading): March 24, 2026
Annexation Ordinance (Second Reading): April 14, 2026

SECTION 4: The Mayor is hereby authorized to execute, and the City Secretary to attest this Resolution.

SECTION 5: This resolution shall become effective immediately upon adoption.

RESOLVED this _____day of _____, 2026.

THE CITY OF GEORGETOWN:

_____
Josh Schroeder
Mayor

ATTEST:

_____
Robyn Densmore, TRMC
City Secretary

APPROVED AS TO FORM:

_____
Skye Masson
City Attorney

EXHIBIT "A"

Northlands Water Reclamation Plant– Resolution 2025-6-ANX

February 10, 2026 | City Council

GEORGETOWN TEXAS

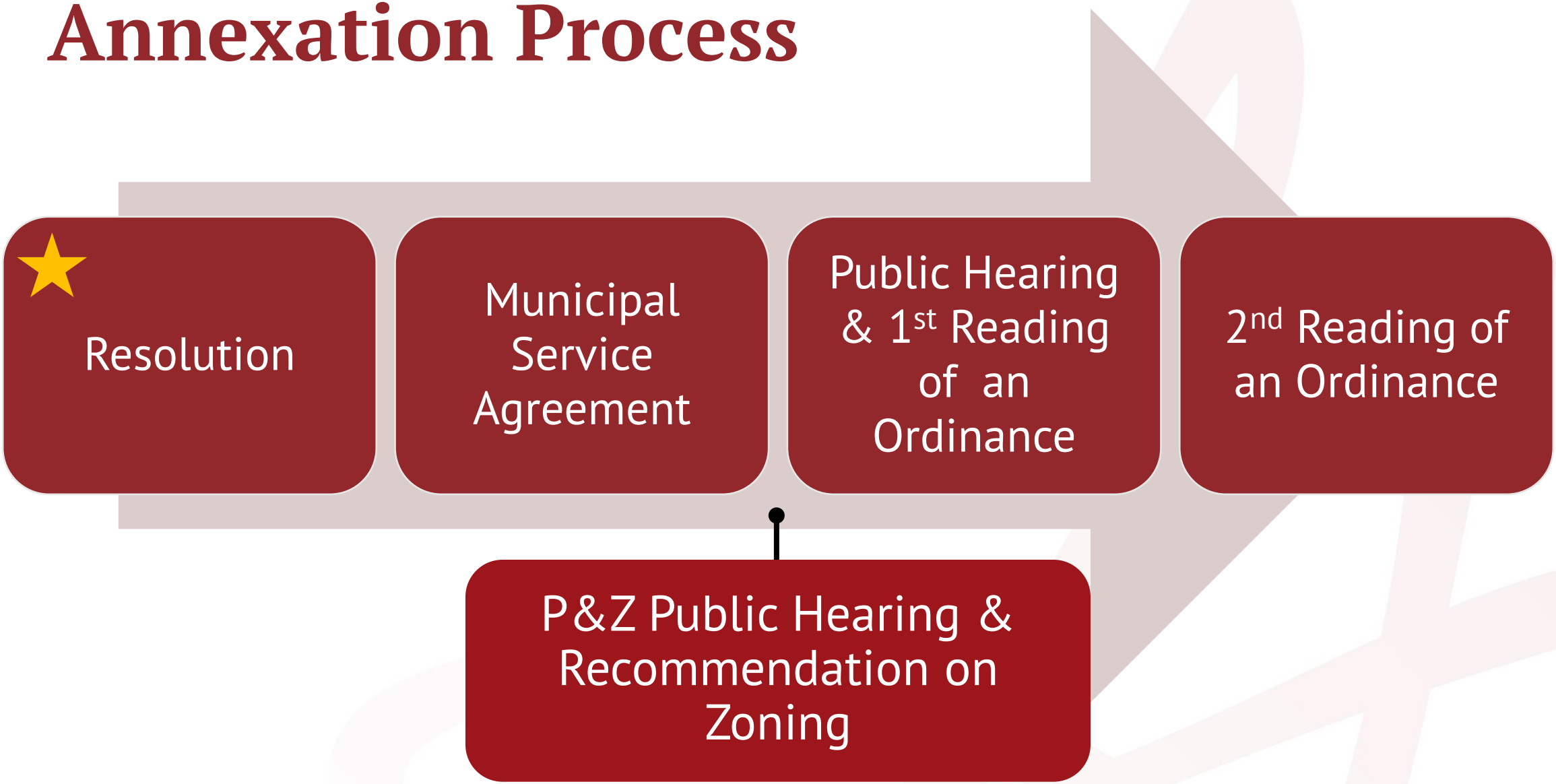
Item Under Consideration

2025-6-ANX

- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, REQUESTING THE ANNEXATION OF APPROXIMATELY 20 ACRES OF CITY-OWNED PROPERTY SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, AND KNOWN AS THE NORTHLANDS WATER RECLAMATION PLANT.

GEORGETOWN
TEXAS
more than welcome
Aerial
2025-6-ANX
Site
City Limits
Georgetown ETJ
N
0
250
500
Feet
RONALD W REAGAN BLVD
COACHSMITH ST
DOUBLE ARCH ST
DOUBLE ARCH ST
VISTA DR
RIDGETOP
SALT CREEK LN
SALT CREEK LN
MILL CREEK PATH
SANDY CREEK TRL
SALT CREEK LN
SUN CITY BLVD
SUN CITY BLVD
SALT CREEK LN

Annexation Process



Tentative Schedule

Status	Date	Body	Purpose
✓	February 10	City Council	Resolution to begin Annexation Proceedings
	February 24	City Council	Municipal Services Agreement
	March 3	P&Z	Public Hearing & Consideration of Zoning
	March 24	City Council	Public Hearing & 1st Reading
	April 14	City Council	2nd Reading

City of Georgetown, Texas
City Council
February 10, 2026

SUBJECT:
Resolution - 2025-7-ANX - FM 971

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to begin the annexation proceedings of approximately 59.54 acres of City-Owned property situated in the John Berry Survey, Abstract 51, known as the Three Forks Water Reclamation Plant, generally located at FM 971 (2025-7-ANX) -- Ryan Clark, AICP, Planning Manager

ITEM SUMMARY:
Overview of Applicant's Request:
The City owns the subject property and intends to construct the Three Forks Water Reclamation Property upon it. As part of its development, the City must pass this resolution to begin the annexation process for bringing the subject property into City Limits.

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Hunter Gould, Planning Department

ATTACHMENTS:
2025-7-ANX Annexation Resolution for Three Forks Water Reclamation Plant.pdf
2025-7-ANX Resolution Presentation.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, REQUESTING THE ANNEXATION OF APPROXIMATELY 59.54 ACRES OF CITY-OWNED PROPERTY SITUATED IN THE JOHN BERRY SURVEY, ABSTRACT 51, AND KNOWN AS THE THREE FORKS WATER RECLAMATION PLANT.

WHEREAS, the City of Georgetown ("City"), as the owner of the hereinafter described property, desires for the City, pursuant to Section 43.0671 of the Local Government Code, to annex said area of land into the City of Georgetown, to-wit:

> 59.54-acre tract of land situated in John Berry Survey, Abstract 51, more particularly shown on the map and described by metes and bounds in *Exhibit "A,"* which are attached hereto and incorporated herein by reference as if set forth in full (the "Three Forks Water Reclamation Plant");

WHEREAS, the annexation of property under Section 43.0671 triggers the consent annexation procedures of Subchapter C-3 of the Local Government Code, including the requirement of a written municipal services agreement, and a public hearing before a municipality may adopt an ordinance annexing the area.

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

SECTION 1: The City Council of the City of Georgetown, being the sole owner of the Three Forks Water Reclamation Plant, hereby requests that the City of Georgetown annex the Three Forks Water Reclamation Plant.

SECTION 2: City Staff is directed to prepare a municipal services agreement for the area to be annexed in accordance with Section 43.0672 of the Local Government Code for approval of the City Council.

SECTION 3: The City Secretary is directed to commence the publication of notices of the public hearing before the City Council on the subject of the proposed annexation of said area into the city limits; and further, to place upon the City Council Agendas the consideration of the passage of an ordinance annexing said area into the city limits in accordance with State Law; the tentative schedule for said hearings and ordinance consideration shall be as follows:

Resolution Petitioning for Annexation: February 10, 2026 (today)
Approval of the Municipal Services Agreement: March 10, 2026
Public Hearing: March 24, 2026
Annexation Ordinance (First Reading): March 24, 2026
Annexation Ordinance (Second Reading): April 14, 2026

SECTION 4: The Mayor is hereby authorized to execute, and the City Secretary to attest this Resolution.

SECTION 5: This resolution shall become effective immediately upon adoption.

RESOLVED this _____day of _____, 2025.

THE CITY OF GEORGETOWN:

_____
Josh Schroeder
Mayor

ATTEST:

_____
Robyn Densmore, TRMC
City Secretary

APPROVED AS TO FORM:

_____
Skye Masson
City Attorney

EXHIBIT “A”

Northlands Water Reclamation Plant– Resolution 2025-7-ANX

February 10, 2026 | City Council

GEORGETOWN TEXAS

Item Under Consideration

2025-7-ANX

- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, REQUESTING THE ANNEXATION OF APPROXIMATELY 59.54 ACRES OF CITY-OWNED PROPERTY SITUATED IN THE JOHN BERRY SURVEY, ABSTRACT 51, AND KNOWN AS THE THREE FORKS WATER RECLAMATION PLANT.

GEORGETOWN
TEXAS
more than welcome

Aerial

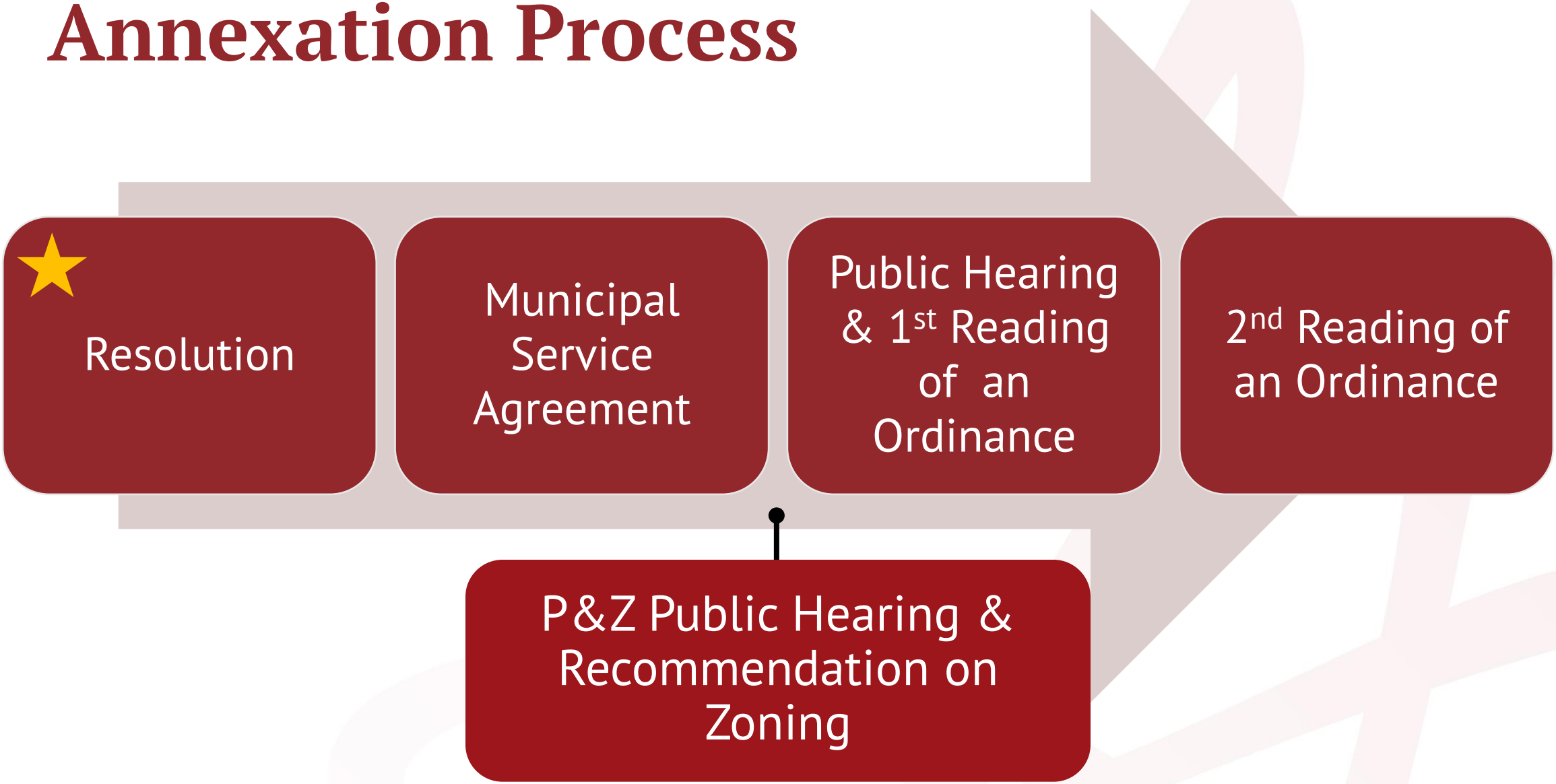
2025-7-ANX

Site
City Limits
Georgetown ETJ

N

0 0.13 0.25 Miles

Annexation Process



Tentative Schedule

Status	Date	Body	Purpose
✓	February 10	City Council	Resolution to begin Annexation Proceedings
	February 24	City Council	Municipal Services Agreement
	March 3	P&Z	Public Hearing & Consideration of Zoning
	March 24	City Council	Public Hearing & 1st Reading
	April 14	City Council	2nd Reading

City of Georgetown, Texas
City Council
February 10, 2026

SUBJECT:
Resolution - 2025-9-ANX - SE Inner Loop City Owned Property

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to begin the annexation proceedings of approximately 3.266 of City-Owned property situated in the L.J Dyches Survey, Abstract No. 180, generally located at FM 971 (2025-9-ANX) -- Ryan Clark, AICP, Planning Manager

ITEM SUMMARY:
Overview of Applicant's Request:
This resolution will begin the annexation process for the 3.266 acres of City Owned property located on the south side of SE Inner Loop just west of its intersection with Blue Springs Boulevard.

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Hunter Gould, Planning Department

ATTACHMENTS:
2025-9-ANX Annexation Resolution for SE Inner Loop City Property.pdf
2025-9-ANX Resolution Presentation.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, REQUESTING THE ANNEXATION OF APPROXIMATELY 3.266 ACRES OF CITY-OWNED PROPERTY SITUATED IN THE L.J DYCHES SURVEY, ABSTRACT NO. 180.

WHEREAS, the City of Georgetown ("City"), as the owner of the hereinafter described property, desires for the City, pursuant to Section 43.0671 of the Local Government Code, to annex said area of land into the City of Georgetown, to-wit:

> 3.266-acre tracts of land situated in L.J. Dyches Survey, Abstract 180, more particularly shown on the map and described by metes and bounds in *Exhibit "A,"* which are attached hereto and incorporated herein by reference as if set forth in full (the "Property");

WHEREAS, the annexation of property under Section 43.0671 triggers the consent annexation procedures of Subchapter C-3 of the Local Government Code, including the requirement of a written municipal services agreement, and a public hearing before a municipality may adopt an ordinance annexing the area.

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

SECTION 1: The City Council of the City of Georgetown, being the sole owner of the Property, hereby requests that the City of Georgetown annex the Property.

SECTION 2: City Staff is directed to prepare a municipal services agreement for the area to be annexed in accordance with Section 43.0672 of the Local Government Code for approval of the City Council.

SECTION 3: The City Secretary is directed to commence the publication of notices of the public hearing before the City Council on the subject of the proposed annexation of said area into the city limits; and further, to place upon the City Council Agendas the consideration of the passage of an ordinance annexing said area into the city limits in accordance with State Law; the tentative schedule for said hearings and ordinance consideration shall be as follows:

Resolution Petitioning for Annexation: February 10, 2026 (today)
Approval of the Municipal Services Agreement: March 10, 2026
Public Hearing: March 24, 2026
Annexation Ordinance (First Reading): March 24, 2026
Annexation Ordinance (Second Reading): April 14, 2026

SECTION 4: The Mayor is hereby authorized to execute, and the City Secretary to attest this Resolution.

SECTION 5: This resolution shall become effective immediately upon adoption.

RESOLVED this _____day of _____, 2025.

THE CITY OF GEORGETOWN:

_____
Josh Schroeder
Mayor

ATTEST:

_____
Robyn Densmore, TRMC
City Secretary

APPROVED AS TO FORM:

_____
Skye Masson
City Attorney

EXHIBIT “A”

City-Owned SE Inner Loop Property – Resolution 2025-9-ANX

February 10, 2026 | City Council

GEORGETOWN TEXAS

Item Under Consideration

2025-9-ANX

- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, REQUESTING THE ANNEXATION OF APPROXIMATELY 3.266 ACRES OF CITY-OWNED PROPERTY SITUATED IN THE L.J DYCHES SURVEY, ABSTRACT NO. 180.

GEORGETOWN
TEXAS
more than welcome
Aerial
2025-9-ANX
Site
City Limits
Georgetown ETJ
N
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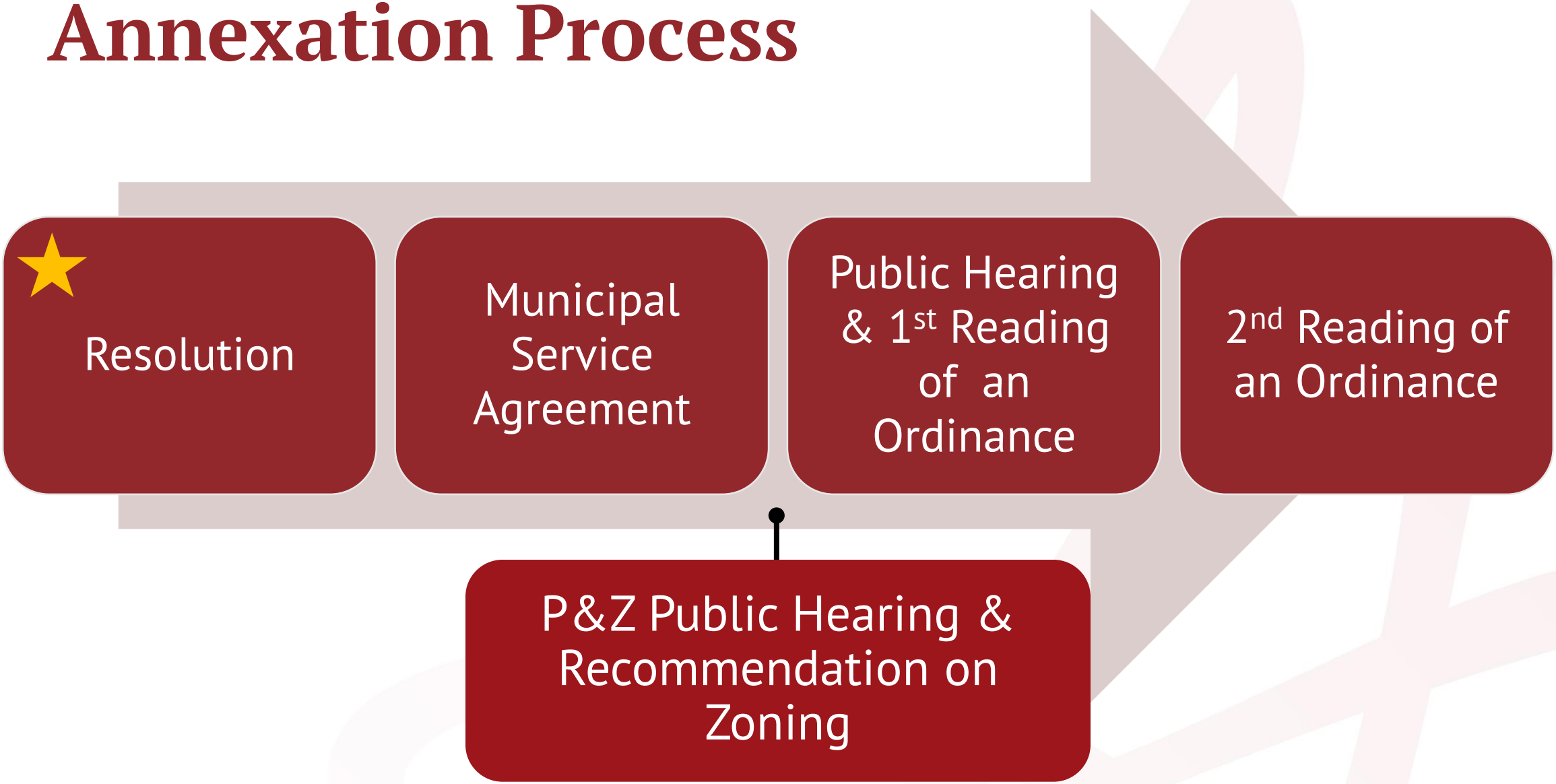
250
500
Feet
S AUSTIN AVE
SE INNER LOOP
SNEAD DR
COOPERATIVE WAY
BLUE SPRINGS BLVD
EXIT 260 NB
S IH 35 SB
S IH 35 FWY NB
S IH 35 NB
S IH 35 FWY SB
ENTR 259 SB
SOUTHWEST BYP

Annexation Process



Tentative Schedule

Status	Date	Body	Purpose
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City of Georgetown, Texas
City Council
February 10, 2026

SUBJECT:
Resolution - Third Amendment to the Second Amended and Restated Consent Agreement for Parkside on the River

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution of the City Council of Georgetown, Texas approving the Third Amendment to the Second Amended and Restated Consent Agreement to make a 40.2 acre tract of land subject to the Consent Agreement and consent for Parkside on the River Municipal Utility District No. 1 to annex the tract of land -- Nick Woolery, Assistant City Manager

ITEM SUMMARY:
Brief Background: This item relates to the Water Oak and Parkside on the River Subdivisions. There are 4 municipal utility districts spread across these subdivisions: Williamson County MUD No. 25 (WCMUD No. 25), and Parkside on the River MUD Nos. 1, 2, and 3. The history of this project is detailed in the attached Resolution and in RECITALS section of the attached Third Amendment to Second Amended and Restated Consent Agreement.

This item is to add the so-called “Dufner Tract” to the Consent Agreement and to allow annexation of that tract into the boundaries of Parkside on the River MUD No. 1. The “Dufner Tract” is 40.2 acre tract of land located north of FM 2243.

The Developer intends to develop the tract as part of its ongoing project known as the Parkside on the River Subdivision. The Developer desires make the tract subject to the terms of the Consent Agreement and the Development Agreement. (The addition of the tract to the Development Agreement is a separate agenda item.)

FINANCIAL IMPACT:
There is no financial impact to the City by approving the Third Amendment to the Second Amended and Restated Consent Agreement.

SUBMITTED BY:
Cresta Lyons, City Manager's Office

ATTACHMENTS:
RES-3rd Amendment to ARCA with exhibits.pdf

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF GEORGETOWN, TEXAS, APPROVING THE "THIRD AMENDMENT TO THE SECOND AMENDED AND RESTATED CONSENT AGREEMENT" BETWEEN THE CITY OF GEORGETOWN, HM PARKSIDE, LP, HM PARKSIDE DEVELOPMENT, INC., HM CR 176-2243, L.P., HM-GP II, LP, HM 2243 DEVELOPMENT INC., WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 25, PARKSIDE ON THE RIVER MUNICIPAL UTILITY DISTRICT NO. 1, PARKSIDE ON THE RIVER MUNICIPAL UTILITY DISTRICT NO. 2, AND PARKSIDE ON THE RIVER MUNICIPAL UTILITY DISTRICT NO. 3, TO MAKE A 40.2 (+/-) ACRE TRACT OF LAND LOCATED NORTH OF FM 2243 AND ADJACENT TO PARKSIDE ON THE RIVER MUNICIPAL UTILITY DISTRICT NO. 1 SUBJECT TO THE CONSENT AGREEMENT AND EXPRESS CONSENT FOR PARKSIDE ON THE RIVER MUNICIPAL UTILITY DISTRICT NO. 1 TO ANNEX THE 40.2 (+/-) ACRE TRACT; MAKING CERTAIN FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, on October 17, 2019, the City Council approved the Second Amended and Restated Consent Agreement (the "Second Consent Agreement"), dated as of October 17, 2019, and recorded under Document No. 2019117039 in the Official Public Records of Williamson County, Texas, pertaining to Parkside on the River.

WHEREAS, on June 8, 2021 the City Council approved the First Amendment to the Second Amended and Restated Consent Agreement, (the "First CA Amendment") recorded (to include all signature pages) under Document No. 2021120970 in the Official Public Records of Williamson County, Texas, which, among other things, added the GPII Property to the Consent Agreement and authorized the creation of an additional municipal utility district for the Parkside on the River Subdivision.

WHEREAS, on April 10, 2024, the City Council approved the Second Amendment to the Second Amended and Restated Consent Agreement (the "Second CA Amendment") recorded under Document No. 2024031829 in the Official Public Records of Williamson County, Texas, which, among other things, added the so-

called "Leander ETJ Tract" to the Second Consent Agreement and authorized it to be annexed into Williamson County MUD No. 25.

WHEREAS, the Parkside Parties to the Consent Agreement have now requested the City to include a certain 40.2 acre (+/1) tract of land (the "Dufner Tract") into the Consent Agreement and consent to its annexation into the boundaries of Parkside on the River Municipal Utility District No. 1 as set forth in the Third Amendment to the Second Amended and Restated Consent Agreement attached as ***Attachment 1*** to this Resolution (the "Third CA Amendment").

WHEREAS, the City Council of the City of Georgetown desires to approve the Third CA Amendment in substantially the form attached as ***Attachment 1***, and consent to the annexation of the Dufner Tract (defined therein) into the boundaries of Parkside on the River Municipal Utility District No. 1.

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

1. The meeting at which this Resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
2. The City Council hereby finds that the foregoing recitals are true and correct, and the recitals are hereby incorporated into this Resolution by reference for all purposes as set forth in full. The City Council hereby finds that this Resolution compliance with the Vision Statement of the City of Georgetown 2030 Comprehensive Plan.
3. The Third CA Amendment in substantially the form attached as ***Attachment 1*** to this Resolution is approved by the City Council and incorporated into this Resolution for all purposes.
4. In accordance with the Third CA Amendment, the City Council consents to the annexation of the Dufner Tract (defined in the Third CA Amendment) into the boundaries of Parkside on the River Municipal Utility District No. 1.
5. If any provision of this Resolution or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are hereby declared to be severable.
6. The Mayor is authorized to sign this Resolution and the Third CA Amendment in substantially the form attached hereto as ***Attachment 1***, and the City Secretary is authorized to attest.

7. This Resolution and the Third CA Amendment will become effective in accordance with the terms and conditions stated in the Third CA Amendment, and the City Charter.

Attachment List:
Attachment 1 – Third CA Amendment (including all exhibits and schedules)

CITY OF GEORGETOWN, TEXAS

By:_____
Printed Name:_____Josh Schroeder_____
Title:_____Mayor_____

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:_____
Skye Masson, City Attorney

STATE OF TEXAS	§	
	§	**THIRD AMENDMENT TO**
COUNTY OF WILLIAMSON	§	**SECOND AMENDED AND RESTATED**
	§	**CONSENT AGREEMENT**
CITY OF GEORGETOWN	§	

THIS THIRD AMENDMENT TO SECOND AMENDED AND RESTATED CONSENT AGREEMENT ("*Third CA Amendment*") is entered into by and between the City of Georgetown, Texas, a Texas home-rule municipality located in Williamson County, Texas ("*City*"), HM Parkside, LP, a Texas limited partnership ("*HM Parkside*"), HM Parkside Development, Inc., a Texas corporation affiliated with HM Parkside ("*HMPK Development*"), HM GPII, LP, a Texas limited partnership affiliated with HM Parkside ("*HM GPII*"), HM 2243 Development, Inc., a Texas corporation affiliated with HM Parkside ("*HM 2243*"), HM GPII Development, Inc., a Texas corporation ("*HM GPII Development*"), Williamson County Municipal Utility District No. 25 ("*WCMUD No. 25*"), Parkside on the River Municipal Utility District No. 1 ("*POR MUD No. 1*"), Parkside on the River Municipal Utility District No. 2 ("*POR MUD No. 2*"), and Parkside on the River Municipal Utility District No. 3 ("*POR MUD No. 3*").

RECITALS:

A. City, HM Parkside, HM CR 176-2243, LP, a Texas limited partnership affiliated with HM Parkside ("*HM-CR*"), Laredo W.O. Ltd., a Texas limited partnership ("*LWO*"), and WCMUD No. 25 entered into the Second Amended and Restated Consent Agreement (the "*Second Consent Agreement*"), dated as of October 17, 2019, and recorded under Document No. 2019117039 in the Official Public Records of Williamson County, Texas.

B. By Partial Assignment and Assumption Agreement dated effective June 25, 2020, and recorded under Document No. 2021073238, Official Public Records of Williamson County, Texas, HM Parkside assigned its interest in and to the Second Consent Agreement to HMPK Development as to the Initial HM Development Property.

C. City, HM Parkside, HMPK Development, HM-CR, HM GPII, WCMUD No. 25, and POR MUD No. 1 entered into that certain First Amendment to the Second Amended and Restated Consent Agreement, dated as of June 8, 2021 (the "*First CA Amendment*") and re-recorded (to include all signature pages) under Document

No. 2021120970 in the Official Public Records of Williamson County, Texas, which, among other things, added the GPII Property to the Land and authorized the creation of an additional municipal utility district. LWO having received all developer reimbursements from WCMUD No. 25 to which it was entitled, did not own and will not develop any of the Parkside Properties, thus LWO's signature was not required for any amendments to the Second Consent Agreement.

D. By Assignment and Assumption Agreement (Second Amended and Restated Consent Agreement) dated effective December 15, 2021 and recorded under Document No. 2021190025, Official Public Records of Williamson County, Texas, HM CR assigned all its interest in the Second Consent Agreement and First CA Amendment to HM 2243, following which HM CR ceased to be a party to the Second Consent Agreement.

E. By Partial Assignment and Assumption Agreement dated as of December 28, 2021 and recorded under Document No. 2021195619, Official Public Records of Williamson County, Texas, HM Parkside assigned its interest in and to the Second Consent Agreement and First CA Amendment to HMPK Development as to the 2nd HM Development Property.

F. By Partial Assignment and Assumption Agreement dated as of March 1, 2024 and recorded under Document No. 2024015951, Official Public Records of Williamson County, Texas, HM Parkside assigned its interest in and to the Second Consent Agreement and First CA Amendment to HMPK Development as to the 3rd HM Development Property.

G. City, HM Parkside, HMPK Development, HM GPII, HM 2243, WCMUD No. 25, POR MUD No. 1 and POR MUD No. 2 entered into that certain Second Amendment to the Second Amended and Restated Consent Agreement, dated as of April 10, 2024 (the "*Second CA Amendment*") and recorded under Document No. 2024031829 in the Official Public Records of Williamson County, Texas, which, among other things, added the Leander ETJ Tract to the Land and provided City's consent to the annexation of the Leander ETJ Tract within the boundaries of WCMUD No. 25.

H. By Partial Assignment and Assumption Agreement (Second Amended and Restated Consent Agreement) dated as of September 6, 2024, and recorded under Document No. 2024071342, Official Public Records of Williamson County, Texas, HM GPII assigned its interest in and to the Second Consent Agreement, First CA

Amendment and Second CA Amendment to HM GPII Development as to the 1st GPII Property (defined below).

I. By Partial Assignment and Assumption Agreement (Second Amended and Restated Consent Agreement) dated as of June 3, 2025 and recorded under Document No. 2025043000, Official Public Records of Williamson County, Texas, HM GPII assigned its interest in and to the Second Consent Agreement, First CA Amendment and Second CA Amendment to HM GPII Development as to the 2nd GPII Property (defined below).

J. The Second Consent Agreement, as amended by the First CA Amendment and the Second CA Amendment, allows the creation of WCMUD No. 25, plus up to three additional municipal utility districts on the Water Oak Property (as defined in Recital D of the Second Consent Agreement), the Remainder Property (as defined in Section 1.04 of the Second Consent Agreement), the 2243 South Tract (as defined in Section 1.05 of the Second Consent Agreement and consisting of the 40 Acres and the 21.305 Acres), the GPII Property (as defined in the First CA Amendment, consisting of the 314 Acre Tract plus the 47 Acre Tract), and the Leander ETJ Tract (as defined in the Second CA Amendment).

K. By order dated December 10, 2009 (per the Original Consent Agreement, pre-dating the Second Consent Agreement, recorded as Document No. 2012006198 in the Official Public Records of Williamson County, Texas), pursuant to City of Georgetown Resolution No. 022608-F, the TCEQ created WCMUD No. 25 consisting of 249.721 acres of land located on the Remainder Property. On May 31, 2012, WCMUD No. 25, pursuant to City of Georgetown Resolution No. 0522112-T, annexed an additional 246.745 acres of land into the boundaries of WCMUD No. 25 (being out of the Water Oak Property and the Remainder Property). On August 14, 2014, pursuant to City of Georgetown Resolution No. 081214-J, WCMUD No. 25 annexed an additional 48 +/- acres of land into the boundaries of WCMUD No. 25 (being out of the Remainder Property). On February 18, 2020, WCMUD No. 25, pursuant to City of Georgetown Resolution No. 10082019-O, annexed an additional 62.048 acres of land into the boundaries of WCMUD No. 25 (being the 2243 South Tract). On August 17, 2021, WCMUD No. 25, pursuant to City of Georgetown Resolution No. 060821-K, annexed an additional 47.42 acres of land into the boundaries of WCMUD No. 25 (being the 47 Acre Tract out of the GPII Property). On August 20, 2024, WCMUD No. 25, pursuant to City of Georgetown Resolution No. 060821-K, annexed an additional 28.251 acres of land into the boundaries of WCMUD No. 25 (being the Leander ETJ

Tract). WCMUD No. 25 is a discontiguous district, and as of the Effective Date of this Third CA Amendment consists of 682.08 total acres of land located within the boundaries of the Water Oak Property, portions of the Remainder Property, the 2243 South Tract, the 47 Acre Tract out of the GPII Property, and the Leander ETJ Tract, lying both north and south of FM 2243.

L. On July 1, 2020, pursuant to City of Georgetown Resolution No. 082719-W, the TCEQ created POR MUD No. 1 over approximately 272.512 acres of land out of the Remainder Property. POR MUD No. 1 adopted the Second Consent Agreement by Certificate for Agreement dated August 21, 2020, and recorded under Document No. 2020128407 in the Official Public Records of Williamson County, Texas.

M. On June 9, 2022, pursuant to City of Georgetown Resolution No. 121421-I, the TCEQ created POR MUD No. 2 consisting of 539.542 acres of land out of the Remainder Property. POR MUD No. 2 adopted the Second Consent Agreement by Certificate for Second Amended and Restated Consent Agreement dated August 23, 2022, and recorded under Document No. 2022102057 in the Official Public Records of Williamson County, Texas.

N. On July 12, 2024, pursuant to City of Georgetown Resolution No. 010924-5.G, the TCEQ created POR MUD No. 3 over the 314 Acre Tract. POR MUD No. 3 adopted the Second Consent Agreement by Certificate for Agreement dated August 2, 2024, and recorded under Document No. 2024062652 in the Official Public Records of Williamson County, Texas.

O. City, HM Parkside, and HM-CR entered into that certain Development Agreement Parkside on the River Subdivision (the "*Original Development Agreement*"), dated as of November 19, 2019, and recorded under Document No. 2019117041, which was amended by that certain First Amendment to and Partial Assignment of Development Agreement Parkside on the River Subdivision (the "*First DA Amendment*") dated as of December 8, 2020, and recorded under Document No. 2020162167, Official Public Records of Williamson County, Texas, by and between City, HM Parkside, HM-CR, and HMPK Development, and further amended by that certain Second Amendment to Development Agreement Parkside on the River Subdivision (the "*Second DA Amendment*") dated as of May 25, 2021, and recorded under Document No. 2021082512, Official Public Records of Williamson County, Texas, by and between City, HM Parkside, HMPK Development, HM-CR, and HM GPII, and further amended by that certain Third

Amendment to Development Agreement Parkside on the River Subdivision (the "*Third DA Amendment*") dated as of April 10, 2024, and recorded under Document No. 2024031828 of the Official Public Records of Williamson County, Texas, by and between City, HM Parkside, HMPK Development, HM GPII and HM 2243.

P. HM Parkside has acquired a certain 40.2-acre tract of land adjacent to the Remainder Property (the "*Dufner Tract*") which land is more particularly described below, and City, HM Parkside, HMPK Development, HM GPII, HM 2243 and HM GPII Development wish to further amend the Second Consent Agreement, as amended by the First CA Amendment and Second CA Amendment, to incorporate the Dufner Tract within the Land. By petition received by the City on January 6, 2026, the Dufner Tract landowners and the Board of Directors of POR MUD No. 1 requested the City's consent to annex the Dufner Tract within POR MUD No. 1 (after its disannexation from the City limits), and the City wishes to give such consent to annexation of the Dufner Tract into POR MUD No. 1 (after its disannexation from the City Limits) by this Third CA Amendment.

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City, HM Parkside, HMPK Development, HM GPII, HM 2243 and HM GPII Development hereby agree as follows:

ARTICLE I
DISANNEXATION OF THE DUFNER TRACT FROM THE CITY LIMITS

1.01 By Ordinances Nos. 2005-101 and 2023-65, the City annexed the Dufner Tract into the corporate boundaries of the City. The Parties understand and agree that this Third CA Amendment will have no effect unless and until the Dufner Tract has been disannexed from the corporate boundaries of the City and annexed into the boundaries of POR MUD No. 1.

1.02 HM Parkside agrees that it will request, or cause to be requested, disannexation of Dufner Tract from the corporate boundaries of the City pursuant to Section 1.06 of the City Charter. After adoption by the City Council of an ordinance disannexing the Dufner Tract from the corporate boundaries of the City, the Dufner Tract will be released into the City's extraterritorial jurisdiction and HM Parkside and POR MUD No. 1 agree that they will cause the Dufner Tract to be annexed into the boundaries of POR MUD No. 1.

1.03 The Parties agree that the City has no obligation to refund any taxes or fees collected by the City during the period that the Dufner Tract was included in the City's corporate boundaries.

1.04 Prior to the second reading of the City ordinance disannexing the Dufner Tract from the corporate boundaries of the City, HM Parkside must (i) provide evidence to the City that there are no delinquent or outstanding City taxes pertaining to the Dufner Tract, and (ii) pay the pro rata share of all City taxes and fees pertaining to the Dufner Tract calculated as of the effective date of the disannexation ordinance. Any rollback City taxes on the Dufner Tract that may become due upon a subsequent change in the use of the Dufner Tract will remain payable to the City by HM Parkside notwithstanding that such due date may occur after the disannexation occurs.

ARTICLE II AMENDMENTS

The Second Consent Agreement, as amended by the First CA Amendment and the Second CA Amendment, is amended as follows:

a. Section 2.02. The following terms are added to the definitions in Section 2.02:

"*1st GPII Property*" means the 33.38 acres out of the 47 Acre Tract described in Special Warranty Deed dated as of September 6, 2024, and recorded under Document No. 2024071340 of the Official Public Records of Williamson County, Texas.

"*2nd GPII Property*" means the 141.19 acres out of the 314 Acre Tract described in Special Warranty Deed dated as of June 3, 2025, and recorded under Document No. 2025042999 of the Official Public Records of Williamson County, Texas.

"Dufner Tract" means that certain 40.2 acres of land in the Joseph Thompson Survey, Abstract No. 608, Williamson County, Texas, being a portion of a 17.60-acre tract and a 22.6-acre tract, both conveyed to Elizabeth Ann Dufner (n/k/a Elizabeth Reagan) in a gift deed dated February 7, 2014 and recorded in Document No. 2014063597 of the Official Public Records of Williamson County, Texas; said 40.2 acres being more particularly described by metes and bounds and sketch on the attached **Schedule 11.**

"*HM GPII Development*" means HM GPII Development, Inc., a Texas corporation.

b. Section 2.02. The following terms defined in Section 2.02 are repealed and replaced with the following:

"*Agreement*" means the Second Consent Agreement, as modified by the First CA Amendment, the Second CA Amendment and this Third CA Amendment.

"*Developer Parties*" means HM Parkside as to the Dufner Tract and all the Remainder Property except the Initial HM Development Property, the 2nd HM Development Property and the 3rd HM Development Property, HMPK Development as to the Initial HM Development Property, the 2nd HM Development Property and the 3rd Development Property; HM 2243 as to the 2243 South Tract and the Leander ETJ Tract; HM GPII as to all GPII Property except the 1st GPII Property and the 2nd GPII Property; HM GPII Development as to the 1st GPII Property and the 2nd GPII Property; LWO as to the Water Oak Property; and their respective permitted assigns under this Agreement, but does not include a Lender unless the Lender forecloses and elects to become a party to this Agreement as permitted by **Section 11.11(h)** and does not include an End Buyer.

"*Districts*" means, collectively, WCMUD No. 25, POR MUD No. 1, POR MUD No. 2 and POR MUD No. 3, whose boundaries and general locations are shown on the attached **Schedule 10.**

"*Land*" means, collectively, the Original Land plus the 2243 South Tract, the GPII Property, the Leander ETJ Tract and the Dufner Tract.

"*Parkside Development Agreement*" means the Development Agreement originally by and between the City, HM Parkside, and HM-CR pertaining to the development of the Parkside Property, which was approved by the City Council on October 8, 2019 by City Ordinance No. 2019- 69 and recorded under Document No. 2019117041, as amended by First Amendment to and Partial Assignment of Development Agreement Parkside on the River Subdivision dated December 8, 2020, approved by the City Council on December 8, 2020 by City Ordinance

No. 2020-84, and recorded under Document No. 2020162167, Official Public Records of Williamson County, Texas, and by Second Amendment to Development Agreement Parkside on the River Subdivision dated to be effective on May 25, 2021 approved by the City Council on May 25, 2021 by City Ordinance No. 2021-40, and recorded under Document No. 2021082512, Official Public Records of Williamson County, Texas, by Third Amendment to Development Agreement Parkside on the River Subdivision dated to be effective on April 10, 2024, approved by the City Council on April 9, 2024 by City Ordinance No. 2024-18 and recorded under Document No. 2024031828, Official Public Records of Williamson County, Texas, and by Fourth Amendment to Development Agreement Parkside on the River Subdivision dated on or about the date of this Third CA Amendment.

"*Parkside Party*" means HM Parkside, HMPK Development, HM GPII, HM 2243 and HM GPII Development.

"Parkside Property" means collectively, the Remainder Property, the 2243 South Tract, the GPII Property, the Leander ETJ Tract and the Dufner Tract.

"Parties" means, collectively, City, the Parkside Parties, LWO, WCMUD No. 25, POR MUD No. 1, POR MUD No. 2, and POR MUD No. 3.

"*POR MUD No. 1*" means Parkside on the River Municipal Utility District No. 1, consisting, after its annexation of the Dufner Tract, of approximately 312.711 acres of land described and shown on **Schedule 9** attached to this Third CA Amendment.

c. Section 5.06. A new Section 5.06 is added to the Second Consent Agreement (as amended by the First CA Amendment and by the Second CA Amendment) as follows:

5.06. (a) The City acknowledges receipt of POR MUD No. 1's and HM Parkside's January 6, 2026 "Petition for Consent to Annex Land into Parkside on the River Municipal Utility District No. 1", in accordance with Section 54.016 of the Texas Water Code, Section 42.042 of the Texas Local Government Code, and Section 13.10 of the UDC for annexation of the Dufner Tract into POR MUD No. 1.

(b) The City Council hereby consents to the inclusion of the Dufner Tract within the boundaries of POR MUD No. 1. No further action will be required on the part of the City to evidence its consent to the annexation of the Dufner Tract into POR MUD No. 1; however, the City agrees to provide any additional confirmation of its consent that may be required by HM Parkside or POR MUD No. 1 if requested to do so.

(c) POR MUD No. 1 shall provide the City with certified copies of all orders or resolutions effectuating the lawful annexation of the Dufner Tract into POR MUD No. 1 within ten (10) days after the effective date of same.

d. Section 7.04. Section 7.04 is repealed and replaced with the following:

7.04 (a) Except for the Dufner Tract, no additional land may be annexed into the boundaries of POR MUD No. 1 except by written amendment to this Agreement and the Development Agreement pursuant to a written petition for annexation jointly executed by the Board of Directors of POR MUD No. 1 and the landowner(s) filed with the City Secretary meeting the requirements of this Agreement, and the City's express written consent to the annexation as evidenced by a signed resolution of the City Council.

(b) No additional land may be annexed into the boundaries of POR MUD No. 2 except by written amendment to this Agreement and the Development Agreement pursuant to a written petition for annexation jointly executed by the Board of Directors of POR MUD No. 2 and the landowner(s) filed with the City Secretary meeting the requirements of this Agreement, and the City's express written consent to the annexation as evidenced by a signed resolution of the City Council.

(c) No additional land may be annexed into the boundaries of POR MUD No. 3 except by written amendment to this Agreement and the Development Agreement pursuant to a written petition for annexation jointly executed by the Board of Directors of POR MUD No. 3 and the landowner(s) filed with the City Secretary meeting the requirements of this Agreement, and the City's express written consent to the annexation as evidenced by a signed resolution of the City Council.

e. Section 7.05. Section 7.05 is repealed.

f. Section 14.01. Section 14.01 is hereby repealed and replaced with the following:

"14.01. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) overnight courier or hand delivery, or (ii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

HM Parkside:
HMPK Development
HM GPII
HM 2243
HM GPII Development:

HM Parkside, LP
HM GPII, LP
HM Parkside Development, Inc.
HM 2243 Development, Inc.
HM GPII Development, Inc.
P.O. Box 5397
Austin, Texas 78763-5397
Attn.: Blake J. Magee

With a required copy to:

Hurst, Savage & Vanderburg, LLP
814 W. 10th Street
Austin, Texas 78701
Attn.: Ann Engles Vanderburg

City: City Manager
City of Georgetown
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

With a required copy to:

City Attorney
City of Georgetown

809 Martin Luther King Jr. St.
Georgetown, Texas 78626

WCMUD No. 25: Williamson County Municipal Utility District No. 25
c/o Allen Boone Humphries Robinson LLP
1108 Lavaca Street, Suite 510
Austin, Texas 78701
Attn: Mr. Trey Lary
Phone: (512) 518-2424

POR MUD No. 1:
POR MUD No. 2:
POR MUD No. 3: Parkside on the River MUD No. 1
Parkside on the River MUD No. 2
Parkside on the River MUD No. 3
c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Attn: Mr. John Bartram
Phone: (512) 435-2300

2. Defined Terms. Capitalized terms used in this Third CA Amendment that are not otherwise defined shall have the meanings set forth in the Second Consent Agreement, First CA Amendment, or Second CA Amendment as applicable.

3. Counterparts. This Third CA Amendment may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which, taken together, shall constitute one and the same instrument. The signature of any party hereto to any counterpart hereof shall be deemed a signature to, and may be appended to, any other counterpart hereof.

4. Effective Date. This Third CA Amendment will become effective as to the City, the Parkside Parties, WCMUD No. 25, POR MUD No. 1, POR MUD No. 2 and POR MUD No. 3 if all of the following conditions are met before the date that is sixty (60) days after the City Council has approved this Third CA Amendment: (1) duly authorized representatives of the Parties have signed this Third CA Amendment (2) a Parkside Party acquires fee simple title to the Dufner Tract and provides a copy of the recorded deed evidencing such acquisition to the City, (3) the City Council approves an ordinance disannexing

the Dufner Tract from the corporate boundaries of the City limits, and (4) the Dufner Tract is annexed into the boundaries of POR MUD No. 1. If any of the foregoing conditions are not met before the date that is sixty (60) days after the City Council approves this Third CA Amendment, this Amendment will automatically terminate and be null and void and have no force or effect.

5. Recording. This Third CA Amendment will be recorded in the Official Records of Williamson County, Texas by HM Parkside at its expense.

EXHIBIT LIST

Schedule 9	POR MUD No. 1 metes and bounds and sketch
Schedule 10	Boundary Map showing WCMUD No. 25, POR MUD Nos. 1-3
Schedule 11	Dufner Tract metes and bounds and sketch

[*Signature Pages to Follow*]

CITY OF GEORGETOWN, TEXAS

By:_____
Printed Name: Josh Schroeder
Title: Mayor

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:_____
Skye Masson, City Attorney

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the ____ day of _____, 2026, by Josh Schroeder, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(*seal*)

_____
Notary Public State of Texas

HM PARKSIDE, LP, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation, General Partner

By: _____
Blake J. Magee, President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____, 2026, by Blake J. Magee, President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of HM PARKSIDE, LP, a Texas limited partnership, on behalf of said corporation and partnership.

(*seal*)

_____
Notary Public State of Texas

HM PARKSIDE DEVELOPMENT, INC., a Texas corporation

By: _____
Blake J. Magee, President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____, 2026, by Blake J. Magee, President of HM PARKSIDE DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

(seal)

_____
Notary Public State of Texas

HM GPII, LP, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation, General Partner

By: _____
Blake J. Magee, President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____, 2026, by Blake J. Magee, President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of HM GPII, LP, a Texas limited partnership, on behalf of said corporation and partnership.

(*seal*)

_____
Notary Public State of Texas

HM 2243 DEVELOPMENT INC., a Texas corporation

By: _____
Blake J. Magee, President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____, 2026, by Blake J. Magee, President of HM 2243 DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

(*seal*)

_____
Notary Public State of Texas

HM GPII DEVELOPMENT INC., a Texas corporation

By: _____
Blake J. Magee, President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____, 2026, by Blake J. Magee, President of HM GPII DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

(*seal*)

_____

Notary Public State of Texas

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 25

By:_____

Printed Name:_____

Title:_____

ATTEST:

By:_____

Printed Name:_____

Title:_____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, President of the Board of Directors of the Williamson County Municipal Utility District No. 25, a municipal utility districting operating under Chapters 49 and 54 of the Texas Water Code.

(*seal*)

By:_____
Notary Public, State of Texas

PARKSIDE ON THE RIVER MUNICIPAL UTILITY DISTRICT NO. 1

By:_____

Printed Name:_____

Title:_____

ATTEST:

By:_____

Printed Name:_____

Title:_____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, President of the Board of Directors of the Parkside on the River Municipal Utility District No. 1, a municipal utility districting operating under Chapters 49 and 54 of the Texas Water Code.

(*seal*)

By:_____
Notary Public, State of Texas

PARKSIDE ON THE RIVER MUNICIPAL UTILITY DISTRICT NO. 2

By:_____

Printed Name:_____

Title:_____

ATTEST:

By:_____

Printed Name:_____

Title:_____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, President of the Board of Directors of the Parkside on the River Municipal Utility District No. 2, a municipal utility districting operating under Chapters 49 and 54 of the Texas Water Code.

(*seal*)

By:_____
Notary Public, State of Texas

PARKSIDE ON THE RIVER MUNICIPAL UTILITY DISTRICT NO. 3

By:_____

Printed Name:_____

Title:_____

ATTEST:

By:_____

Printed Name:_____

Title:_____

STATE OF TEXAS §

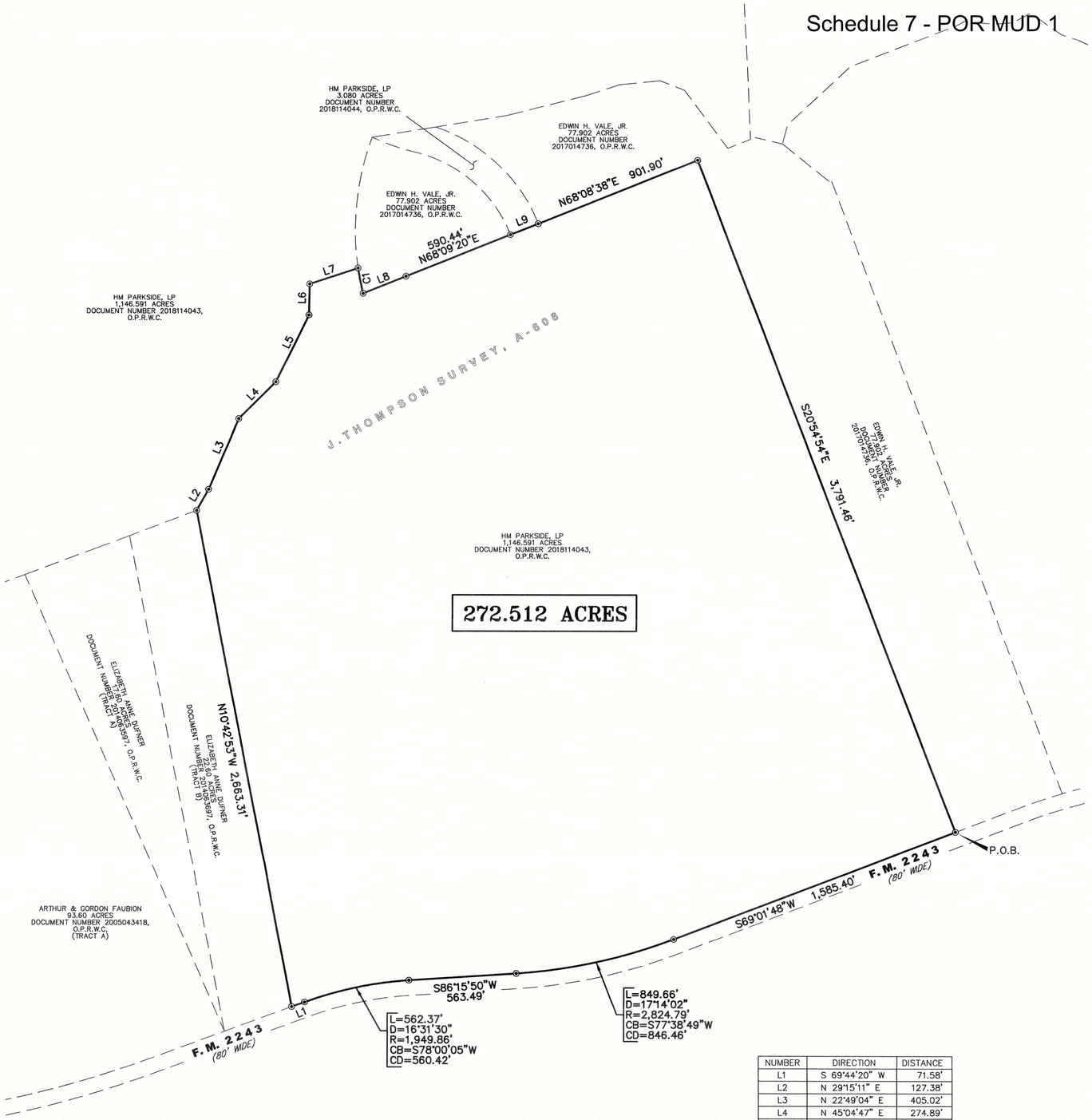
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, President of the Board of Directors of the Parkside on the River Municipal Utility District No. 3, a municipal utility districting operating under Chapters 49 and 54 of the Texas Water Code.

(*seal*)

By:_____
Notary Public, State of Texas

Schedule 7 - POR MUD 1



NUMBER	DIRECTION	DISTANCE
L1	S 69°44'20" W	71.58'
L2	N 29°15'11" E	127.38'
L3	N 22°49'04" E	405.02'
L4	N 45°04'47" E	274.89'
L5	N 26°03'38" E	392.81'
L6	N 01°32'15" E	164.67'
L7	N 71°41'20" E	267.24'
L8	N 67°58'56" E	242.14'
L9	N 68°08'50" E	157.00'

NUMBER	ARC LENGTH	DELTA ANGLE	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	136.11'	5°39'04"	1,380.00'	S 11°15'55" E	136.05'

FIELD NOTES FOR 272.512 ACRES

Being a tract containing 272.512 acres of land located in the J. Thompson Survey, Abstract Number 608 in Williamson County, Texas. Said 272.512 acre tract being a portion of a call 1,146.591 acre tract of land recorded in the name of HM Parkside, LP, in Document Number 2018114043, Official Public Records Williamson County (O.P.R.W.C.). Said 272.512 acres being more particularly described by metes and bounds as follows (bearings are referenced to the Texas Coordinate System, NAD 1983, Central Zone):

Beginning at the southeasterly corner of said 1,146.591 acre tract and the southwesterly corner of a call 77.902 acre tract of land recorded in the name of Edwin H. Vale, Jr. in Document Number 2017014736, O.P.R.W.C., also being on the northerly Right-of-Way (R.O.W.) line of F.M. 2243 (80' wide);

Thence, with said northerly R.O.W. line, the following five (5) courses:

1. South 69 degrees 01 minutes 48 seconds West, a distance of 1,585.40 feet;
2. 849.66 feet along the arc of a curve to the right, said curve having a central angle of 17 degrees 14 minutes 02 seconds, a radius of 2,824.79 feet and a chord which bears South 77 degrees 38 minutes 49 seconds West, a distance of 846.46 feet;
3. South 86 degrees 15 minutes 50 seconds West, a distance of 563.49 feet;
4. 562.37 feet along the arc of a curve to the left, said curve having a central angle of 16 degrees 31 minutes 30 seconds, a radius of 1,949.86 feet and a chord which bears South 78 degrees 00 minutes 05 seconds West, a distance of 560.42 feet;
5. South 69 degrees 44 minutes 20 seconds West, a distance of 71.58 feet to a southwesterly corner of said 1,146.591 acre tract, also being the southeasterly corner of a call 22.60 acre tract of land recorded in the name of Elizabeth Anne Dufner in Document Number 2014063697, O.P.R.W.C. (Tract B);

Thence, with a westerly line of said 1,146.591 acre tract and the easterly line of said 22.60 acre tract, North 10 degrees 42 minutes 53 seconds West, a distance of 2,663.31 feet to an interior corner of said 1,146.591 acre tract, and the northeasterly corner of said 22.60 acre tract;

Thence, through and across said 1,146.591 acre tract the following six (6) courses;

1. North 29 degrees 15 minutes 11 seconds East, a distance of 127.38 feet;
2. North 22 degrees 49 minutes 04 seconds East, a distance of 405.02 feet;
3. North 45 degrees 04 minutes 47 seconds East, a distance of 274.89 feet;
4. North 26 degrees 03 minutes 38 seconds East, a distance of 392.81 feet;
5. North 01 degrees 32 minutes 15 seconds East, a distance of 164.67 feet;
6. North 71 degrees 41 minutes 20 seconds East, a distance of 267.24 feet to an easterly line of said 1,146.591 acre tract and the westerly line of aforesaid 77.902 acre tract;

Thence, with the common line between said 1,146.591 acre tract and said 77.902 acre tract the following three (3) courses;

1. 136.11 feet along the arc of a curve to the left, said curve having a central angle of 05 degrees 39 minutes 04 seconds, a radius of 1,380.00 feet and a chord which bears South 11 degrees 15 minutes 55 seconds East, a distance of 136.05 feet;
2. North 67 degrees 58 minutes 56 seconds East, a distance of 242.14 feet;
3. North 68 degrees 09 minutes 20 seconds East, a distance of 590.44 feet to the southwesterly corner of a call 3.080 acre tract of land recorded in the name of HM Parkside, LP in Document Number 2018114044, O.P.R.W.C.;

Thence, with the common line between said 1,146.591 acre tract and said 3.080 acre tract, North 68 degrees 08 minutes 50 seconds East, a distance of 157.00 feet to the southeasterly corner of said 3.080 acre tract and a southwesterly corner of aforesaid 77.902 acre tract;

Thence, with the common line between said 1,146.591 acre tract and said 77.902 acre tract the following two (2) courses;

1. North 68 degrees 08 minutes 38 seconds East, a distance of 901.90 feet;
2. South 20 degrees 54 minutes 54 seconds East, a distance of 3,791.46 feet to the Point of Beginning containing 272.512 acres.

GRAPHIC SCALE

300 0 150 300 600 1200

(IN US SURVEY FEET)
1 inch = 300 ft.

Bearings are referenced to the Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS observations. Distances are surface values.

P.O.B. = POINT OF BEGINNING
O.P.R.W.C. = OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

GBI Partners, L.P.

Alan Jay Horton
Registered Professional Land Surveyor
Texas Registration No. 5768

STATE OF TEXAS
REGISTERED
ALAN JAY HORTON
5768
PROFESSIONAL
LAND SURVEYOR

BOUNDARY MAP OF PARKSIDE ON THE RIVER MUD #1

272.512 ACRES

LOCATED IN THE J. THOMPSON SURVEY. A-608
WILLIAMSON COUNTY, TEXAS

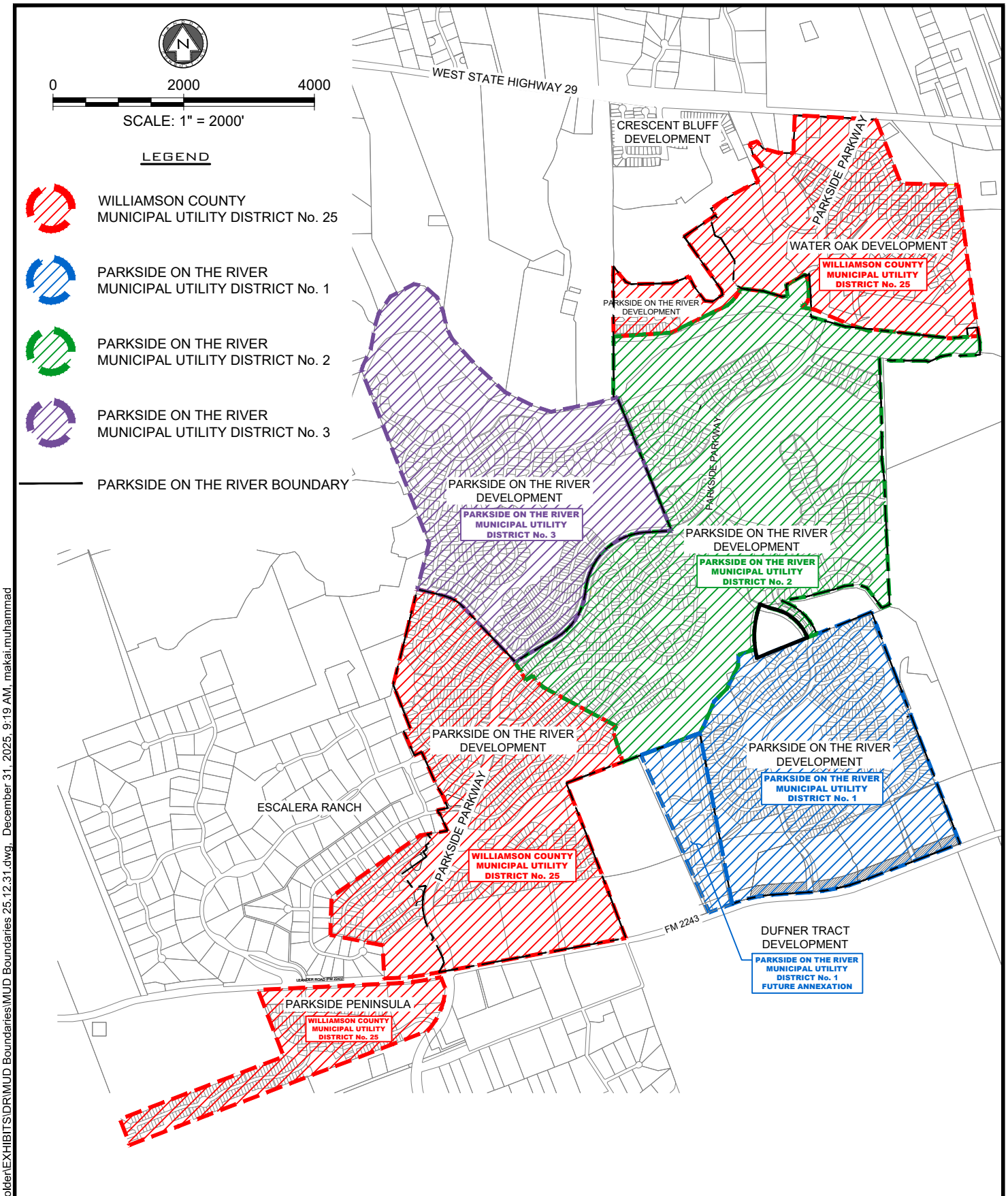
REVISIONS		
5		
4		
3		
2		
1	REVISION	(DATE)

GBI PARTNERS, L.P.
LAND SURVEYING CONSULTANTS
1812 CENTRE CREEK DR., STE. 265 • AUSTIN, TX 78754
PHONE: 512-296-2675 • WWW.GBISURVEY.COM
TBPLS # 10194150 • TBPE # F17284

SCALE: 1"= 300'	JOB NO. A191301	DATE: 8-01-19
CREW CHIEF:	FIELD BOOK:	DWG.: PS-BASE.DWG

N:\Data\191301\PS-base.dwg

272



HRGreen.

DEVELOPMENT TX

5508 HIGHWAY 290 WEST
SUITE 150
AUSTIN, TX 78735
512.872.6696
HRGREEN.COM

TBPE NO: 16384
TBPLS NO: 10194101

SCHEDULE 10
MUD BOUNDARIES MAP

P:\Blake Magee\Parkside General Folder\EXHIBITS\DR\MUD Boundaries\MUD Boundaries 25.12.31.dwg, December 31, 2025, 9:19 AM, makai.muhammad

RESTRICTIVE COVENANTS:
ONLY THOSE EASEMENTS AND THAT INFORMATION LISTED IN TITLE COMMITMENT #226217-LND, EFFECTIVE DATE OF MARCH 28, 2023 AND RE-LISTED BELOW WERE CONSIDERED FOR THIS SURVEY:

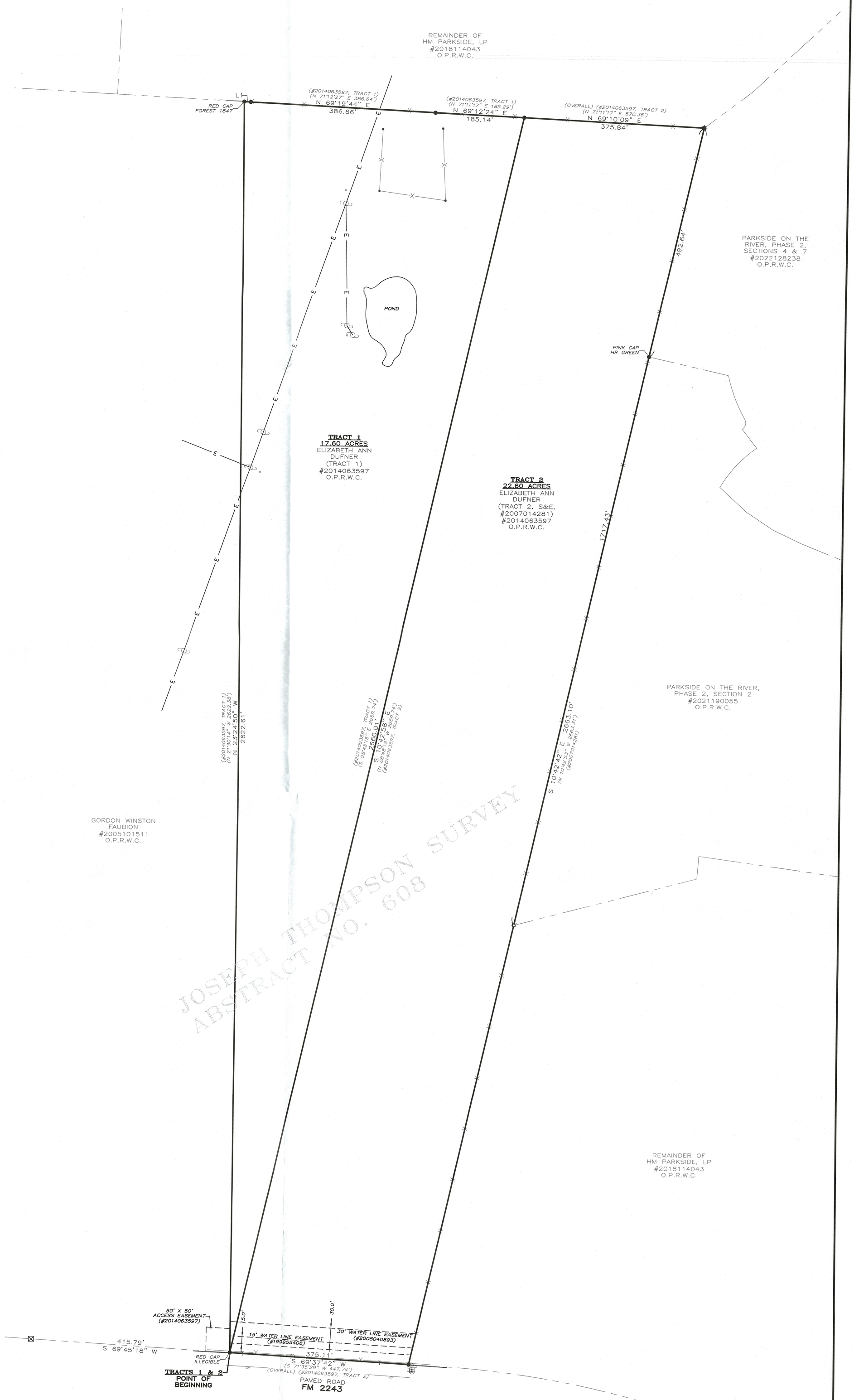
10A.) WATER LINE EASEMENT TO THE CITY OF GEORGETOWN - #199955406 (SUBJECT TO)
10B.) WATER LINE EASEMENT TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT - #2005040892 (SUBJECT TO)
10C.) WATER LINE EASEMENT TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT - #2005040893 (SUBJECT TO)
10D.) UTILITY EASEMENT TO PEDERNALES ELECTRIC COOPERATIVE, INC. - #2018095108 (BLANKET)
10E.) TERMS, CONDITIONS, AND STIPULATIONS IN THE BOUNDARY LINE AGREEMENT - #2005007159 (DOES NOT APPEAR TO AFFECT)

TRACT 1: BEING 17.60 ACRES OF LAND, MORE OR LESS, OUT OF THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608, WILLIAMSON COUNTY, TEXAS, BEING THAT TRACT CALLED TRACT 1 AS CONVEYED TO ELIZABETH ANN DUFNER, AND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2014063597, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.
TRACT 2: BEING 22.60 ACRES OF LAND, MORE OR LESS, OUT OF THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608, WILLIAMSON COUNTY, TEXAS, BEING THAT TRACT CALLED TRACT 2 AS CONVEYED TO ELIZABETH ANN DUFNER, AND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2014063597, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAVE AN EXCEPT THAT TRACT RECORDED IN DOCUMENT NO. 2007014281, OF SAID OFFICIAL PUBLIC RECORDS.

JOB NO.:	230102
DRAWN:	RCG
F.C.:	CC/CO

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	N 69°30'42" E	13.56'
RECORD LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	N 71°32'34" E	13.44'

—#2014063597, TRACT 1



LEGEND	
●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
○	120D NAIL FOUND
⊠	CONCRETE MONUMENT FOUND
✱	COTTON SPINDLE FOUND
///	PAVEMENT
●	FENCE POST
—X—	WIRE FENCE
	UTILITY POLE
	GUY ANCHOR
—E—	ELECTRIC LINES
—T—	TELEPHONE LINES
Ⓜ	MANHOLE
$	SIGN
( )	RECORD INFORMATION
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

Scale: 1" = 100'
BEARINGS CITED HEREON BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983, TEXAS CENTRAL ZONE.

THIS AREA DOES NOT APPEAR TO BE IN SPECIAL FLOOD HAZARD AREAS PER FEMA'S FLOOD INSURANCE RATE MAP #48491C0460F, DATED DEC. 20, 2019, THIS STATEMENT IS NOT MADE IN LIEU OF AN ELEVATION CERTIFICATE.

EXHIBIT TO ACCOMPANY FIELD NOTES

CERTIFY TO: INDEPENDENCE TITLE / TITLE RESOURCES GUARANTY COMPANY / DAVID PIKOFF / GF# 2242174-LND

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

THAT SURVEYOR FOR TEXAS LAND SURVEYING, INC., HAVE THIS DATE CAUSED TO BE PERFORMED AN ON-THE-GROUND SURVEY UNDER MY SUPERVISION OF THE FOREGOING TRACT OF LAND AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, ENCROACHMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, AND THAT SAID PROPERTY ADJOINS A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

Texas Land Surveying, Inc.
—A Land Surveying Firm—
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600 www.texas-ls.com
TBPELS LAND SURVEYING FIRM NO.10056200

IF THIS DOCUMENT DOES NOT CONTAIN THE STAMP AND SIGNATURE OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY. TEXAS LAND SURVEYING, INC. ASSUMES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED/ILLEGAL DOCUMENT.

STATE OF TEXAS REGISTERED WILLIAM C. STEWART 6786 PROFESSIONAL LAND SURVEYOR

4-13-23
Witness my hand and seal this the 11th Day of April, 2023 A.D.

© COPYRIGHT 2023 BY TEXAS LAND SURVEYING, INC. THIS SURVEY PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES AND NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED, TO COPY THE SURVEY EXCEPT AS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION, WHICH SHALL TAKE PLACE WITHIN 90 DAYS OF THE COMPLETION OF THE SURVEY.

EXHIBIT "A"

FIELD NOTES
JOB NO. 230102
DATE: APRIL 13, 2023
PAGE 1 OF 5 Field notes to accompany exhibit.

17.60 ACRES – TRACT 1

BEING 17.60 ACRES OF LAND, MORE OR LESS, OUT OF THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608, WILLIAMSON COUNTY, TEXAS, BEING THAT TRACT CALLED TRACT 1 AS CONVEYED TO ELIZABETH ANN DUFNER, AND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2014063597, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS SURVEYED ON THE GROUND BY TEXAS LAND SURVEYING, INC. ON APRIL 11TH, 2023, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with illegible red cap found in the north line of FM 2243, marking the southeast corner of a tract conveyed to Gordon Winston Faubion, and described in deed recorded in Document No. 2005101511, of said Official Public Records, also marking the southwest corner of a tract called Tract 2 as conveyed to Elizabeth Ann Dufner, and described in deed recorded in Document No. 2014063597, of said Official Public Records, save and except that tract recorded in Document No. 2007014281, of said Official Public Records, for the south corner of said Dufner (Tract 1) tract and this tract, from which a concrete monument found, marking an angle point of said Fubion tract, bears S 69°45'18" W, 415.79 feet;

THENCE: **N 23°24'50" W, 2622.61 feet** with the east line of said Faubion tract and the west line of said Dufner (Tract 1) tract to an iron rod with red cap stamped "Forest 1847" found in the south line of a remainder of a tract conveyed to HM Parkside, LP, and described in deed recorded in Document No. 2018114043, of said Official Public Records, marking the northeast corner of said Faubion tract, for the northwest corner of said Dufner (Tract 1) tract and this tract;

THENCE: **N 69°30'42" E, 13.56 feet** with the south line of said HM Parkside tract and the north line of said Dufner (Tract 1) tract to a 1/2 inch iron rod found, marking an angle point of said HM Parkside tract, for an angle point of said Dufner (Tract 1) tract and this tract;

THENCE: **N 69°19'44" E, 386.66 feet** with the south line of said HM Parkside tract and the north line of said Dufner (Tract 1) tract to a 1/2 inch iron rod found in the base of a 16 inch elm, marking an angle point of said HM Parkside tract, for an angle point of said Dufner (Tract 1) tract and this tract;

THENCE: **N 69°12'24" E, 185.14 feet** with the south line of said HM Parkside tract and the north line of said Dufner (Tract 1) tract to a 1/2 inch iron rod found, marking an angle point of said HM Parkside tract, also marking the northwest corner of said Dufner (Tract 2) tract, for the northeast corner of said Dufner (Tract 1) tract and this tract, from which a cotton spindle found, marking an angle point of said HM Parkside tract, also marking an angle point of Parkside on the River, Phase 2, Sections 4 & 7, said plat recorded in Document No. 2022128238, of said Official Public Records, also marking the northeast corner of said Dufner (Tract 2) tract, bears N 69°10'09" E, 375.84 feet;

EXHIBIT "A"

FIELD NOTES
JOB NO. 230102
DATE: APRIL 13, 2023
PAGE 2 OF 5 Field notes to accompany exhibit.

THENCE: **S 10°42'58" E, 2660.01 feet** with the west line of said Dufner (Tract 2) tract and the east line of said Dufner (Tract 1) tract to the **POINT OF BEGINNING**, containing 17.60 acres of land, more or less.

Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83

4-19-23

William C. Stewart, R.P.L.S. No. 5785
State of Texas

STATE OF TEXAS
REGISTERED
WILLIAM C. STEWART
5785
PROFESSIONAL
LAND SURVEYOR

Texas Land Surveying, Inc.
-A Land Survey Firm-
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600 www.texas-ls.com
TBPLS FIRM No. 10056200

Field notes to accompany exhibit.

22.60 ACRES – TRACT 2

BEING 22.60 ACRES OF LAND, MORE OR LESS, OUT OF THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608, WILLIAMSON COUNTY, TEXAS, BEING THAT TRACT CALLED TRACT 2 AS CONVEYED TO ELIZABETH ANN DUFNER, AND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2014063597, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAVE AN EXCEPT THAT TRACT RECORDED IN DOCUMENT NO. 2007014281, OF SAID OFFICIAL PUBLIC RECORDS, AS SURVEYED ON THE GROUND BY TEXAS LAND SURVEYING, INC. ON APRIL 11TH, 2023, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with illegible red cap found in the north line of FM 2243, marking the southeast corner of a tract conveyed to Gordon Winston Faubion, and described in deed recorded in Document No. 2005101511, of said Official Public Records, also marking the south corner of a tract called Tract 1 as conveyed to Elizabeth Ann Dufner, and described in deed recorded in Document No. 2014063597, of said Official Public Records, for the southwest corner of said Dufner (Tract 2) tract and this tract, from which a concrete monument found, marking an angle point of said Fubion tract, bears S 69°45'18" W, 415.79 feet;

THENCE: **N 10°42'58" W, 2660.01 feet** with the east line of said Dufner (Tract 1) tract and the west line of said Dufner (Tract 2) tract to a 1/2 inch iron rod found, marking the northeast corner of said Dufner (Tract 1) tract, also marking an angle point of the remainder of a tract conveyed to HM Parkside, LP, and described in deed recorded in Document No. 2018114043, of said Official Public Records, for the northwest corner of said Dufner (Tract 2) tract and this tract, from which a 1/2 inch iron rod found, marking an angle point of said Dufner (Tract 1) tract, also marking an angle point of said HM Parkside tract, bears S 69°12'24" W, 185.14 feet;

THENCE: **N 69°10'09" E, 375.84 feet** with the south line of said HM Parkside tract and the north line of said Dufner (Tract 2) tract to a cotton spindle found, marking the southeast corner of said HM Parkside tract, also marking an angle point of Parkside on the River, Phase 2, Sections 4 & 7, said plat recorded in Document No. 2022128238, of said Official Public Records, for the northeast corner of said Dufner (Tract 2) tract and this tract;

EXHIBIT "A"

FIELD NOTES
JOB NO. 230102
DATE: APRIL 13, 2023
PAGE 4 OF 5 Field notes to accompany exhibit.

THENCE: **S 10°42'42" E,** with the west line of said Parkside on the River, Phase 2, Sections 4 & 7, and the east line of said Dufner (Tract 2) tract at 492.64 feet passing an iron rod with pink cap stamped "HR Green" found, marking the southwest corner said Parkside on the River, Phase 2, Sections 4 & 7, also marking the northwest corner of Parkside on the River, Phase 2, Section 2, said plat recorded in Document No. 2021190055, of said Official Public Records, continuing with the west line of said Parkside on the River, Phase 2, Section 2 at 2210.07 feet passing a 120D nail found, marking the southwest corner of said Parkside on the River, Phase 2, Section 2, also marking the northwest corner of a remainder of a tract conveyed to HM Parkside, LP, and described in deed recorded in Document No. 2018114043, of said Official Public Records, continuing with the west line of said HM Parkside tract and the east side of said Dufner (Tract 2) tract in all **2663.10 feet** to a 1/2 inch iron rod found in the north line of said FM 2243, marking the southwest corner of said HM Parkside tract, for the southeast corner of said Dufner (Tract 2) tract and this tract;

THENCE: **S 69°37'42" W, 375.11 feet** with the north line of said FM 2243 and the south line of said Dufner (Tract 2) tract to the **POINT OF BEGINNING**, containing 22.60 acres of land, more or less.

Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83

4·13·23

William C. Stewart, RPLS No. 5785
State of Texas

STATE OF TEXAS
REGISTERED
WILLIAM C. STEWART
5785
PROFESSIONAL
LAND SURVEYOR

Texas Land Surveying, Inc.
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(512) 930-1600 www.texas-ls.com
TBPLS FIRM No. 10056200

City of Georgetown, Texas
City Council
February 10, 2026

SUBJECT:
Amendment of the Agreement for Additional Improvements to the Fire Training Tower

SUGGESTED ACTION:
Consideration and possible action to approve the first amendment to the agreement with Jahnke & Sons Construction, Inc for additional improvements to the Fire Training Tower -- Jennifer Bettiol, CIP Manager

ITEM SUMMARY:
The fire training tower has been an invaluable training tool for the Georgetown Fire Department. Proper maintenance to the facility will ensure that this facility is available for training for many years to come. This amendment will expand the improvements done as part of the original agreement, including replacement of fireproof wall and ceiling panels, which were identified as deteriorated during construction.

FINANCIAL IMPACT:

Cost Impact: $86,161.99

SUBMITTED BY:
Lauren Wilson, Public Works

ATTACHMENTS:
25-0214-A1_Jahnke_Amendment_draft_1.12.pdf

FIRST AMENDMENT
OF THE
AGREEMENT BETWEEN
JAHNKE & SONS CONSTRUCTION, INC.
AND THE
CITY OF GEORGETOWN, TEXAS

This First Amendment of the Agreement is entered into by and between **City of Georgetown,** a Texas home-rule municipal corporation (the "City"), and **Jahnke & Sons Construction, Inc.** (the "Contractor"), collectively, the **Parties**, as follows:

WHEREAS, the Parties entered into the Original Agreement (25-0214-CIP) pursuant to Sourcewell Contract #011822-JHK on March 25, 2025 for the Contractor to provide the City with fire training tower improvements; and

WHEREAS, the Parties wish to amend the Original Agreement, to include additional improvements as attached in Exhibit A.

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

1. The Parties Agree that the Original Agreement is hereby amended to include the additional improvements as attached in Exhibit A.

2. All other terms of the Original Agreement, as amended, not inconsistent with this First Amendment shall apply. Except as expressly modified by this First Amendment, the Original Agreement remains unchanged and in full force and effect, subject to its terms.

3. This Amendment is effective on the date executed by the City.

[signature page to follow]

CITY OF GEORGETOWN

By: _____

Name: Josh Schroeder, Mayor

Date: _____

CONTRACTOR

By: _____

Name, Title: Joseph P Kirchner, COO

Date: 1/13/2026

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A

The Contractor shall provide the following additional improvements to the City:

The Contractor shall:

1. Mobilize a skilled crew to the WHP fire training tower to demo existing burn lining and install new Padgenite Super™ burn liner system. This will be complete removal of the current face panels on the first-floor ceiling only and replacing with all new panels installed in a screw on configuration.
2. The Agreement not-to-exceed amount shall be increased to include above-described improvements. The cost to the City shall not exceed the Sourcewell pricing listed below:

	MSRP	Sourcewell
Materials	$65,204.00	$58,683.60
Freight	$4,759.00	$4,521.05
Labor	$21,014.00	$19,963.30
Subtotal	$90,977.00	$83,167.95
Payment and Performance Bonds 3.6%	$3,275.17	$2,994.04
Total	**$94,252.17**	**$86,161.99**

3. Additional terms:
    a. Exclusions: We exclude from our proposal: bonds, taxes, permits, unloading and storage of materials, special insurance requirements if any, general condition items and any other miscellaneous fees.
    b. Schedule: WHP would need 2-4 weeks to prepare drawings for the project and approximately 14-16 weeks to schedule. Time required to complete the project would be approximately 1 week.
    c. Payment: 25% materials deposit due upon order. All payments and late fees shall be in accordance with the Texas Prompt Payment Act.

City of Georgetown, Texas
City Council
February 10, 2026

SUBJECT:
Purchase of Motorola Handheld Radios

SUGGESTED ACTION:
Consideration and possible action to approve the purchase of Motorola portable APX Next radios in an amount not to exceed $106,344.80 -- Chief Cory J. Tchida, Chief of Police.

ITEM SUMMARY:
Motorola has long been the vendor for portable (handheld) radios for the Police Department. As part of the FY 25/26 budget, council approved 8 new sworn positions for the Police Department. Those new positions each require a Motorola handheld radio. This item approves the purchase of said handheld radios.

FINANCIAL IMPACT:
$106,344.80 NTE

SUBMITTED BY:
Cory Tchida, Police Department

ATTACHMENTS:
QUOTE-3403628 Geogetown PD APXNext Qty 8 updated 12.31.25.pdf

MOTOROLA SOLUTIONS

Quote Number: QUOTE-3403628

Billing Address:
GEORGETOWN, CITY OF
3500 DB WOOD RD
GEORGETOWN TX, 78628

Shipping Address:
GEORGETOWN POLICE DEPT
3500 DB WOODS RD
GEORGETOWN TX, 78628

Quote Name: Georgetown PD APXNext Qty 8
Quote Date: 2025-12-30
Expiration Date: 2026-02-23

Quote Created By:
Martin Saucedo
Marty.Saucedo@motorolasolutions.com

Agreement Name: DIR-CPO-5433
Currency: USD

Customer: GEORGETOWN, CITY OF
Contact Name: Erik Grasse
Contact Email: Erik.Grasse@georgetowntexas.gov
Contact Phone: 512 930 2594

Terms and Conditions: none

Line #	Item Number	Description	Quantity	Term	Unit List Price	Ext. List Price	Discount %	Discount $	Unit Sale Price	Ext.Sale Price	APC
	APX™ NEXT										
1	H55TGT9PW8AN	PORTABLE RADIO APX NEXT; ALL-BAND MODEL 4.5.	8		$8,818.00	$70,544.00	32.00%	$2,821.76	$5,996.24	$47,969.92	0437
1a	Q387CB	ADD: MULTICAST VOTING SCAN.	8		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0437
1b	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US.	8		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0437
1c	BD00020AA	ADD: TACTICAL BUNDLE.	8		$265.00	$2,120.00	32.00%	$84.80	$180.20	$1,441.60	0437
1d	QA09030AB	ADD: MOTOROLA APX HOSTED RADIOCENTRAL.	8		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0437
1e	BD00001AA	ADD: CORE BUNDLE.	8		$3,323.00	$26,584.00	32.00%	$1,063.36	$2,259.64	$18,077.12	0437
1f	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION.	8		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0437
1g	QA09001AM	ADD: WIFI CAPABILITY.	8		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0437
1h	Q498BN	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY.	8		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0437
1i	H797DW	SOFTWARE LICENSE ENH: DVP-XL ENCRYPTION AND ADP.	8		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0437
1j	QA09028AA	ADD: VIQI VC RADIO OPERATION.	8		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0437
1k	H38DA	ADD: SMARTZONE OPERATION.	8		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0437
1l	Q15AU	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP.	8		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0437
1m	QA03399AK	ADD: ENHANCED DATA.	8		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0437
1n	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION.	8		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0437
1o	BD00010AB	ADD: SECURITY BUNDLE.	8		$1,227.00	$9,816.00	32.00%	$392.64	$834.36	$6,674.88	0437
1p	H499KC	ENH: SUBMERSIBLE (DELTA T).	8		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0437
1q	QA00580BA	ADD: TDMA OPERATION.	8		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0437
1r	QA09113AA	ADD: BASELINE RELEASE SW.	8		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0437
1s	QA07680AA	ADD: MULTI SYSTEM OTAR.	8		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0437
1t	Q361CD	ADD: P25 9600 BAUD TRUNKING.	8		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0437
2	PSV01S02944A	PROVISIONING SUPPORT.	1		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0712
3	NNTN9216A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION IP68 4400T.	8		$248.05	$1,984.40	25.00%	$62.01	$186.04	$1,488.32	0453
4	SSV01S01407A	SMARTPROGRAMMING.	8	7 YEAR	$525.00	$4,200.00	0.00%	$0.00	$525.00	$4,200.00	0712
5	LSV01S03447A	APX NEXT DMS ESSENTIAL W ACC DMG.	8	7 YEARS	$947.27	$7,578.16	0.00%	$0.00	$947.27	$7,578.16	0723
6	SSV01S01406A	APX NEXT SMARTCONNECT SUBSCRIPTION.	8	7 YEAR	$525.00	$4,200.00	0.00%	$0.00	$525.00	$4,200.00	0712
7	SSV01S01476A	SMARTLOCATE.	8	7 YEAR	$525.00	$4,200.00	0.00%	$0.00	$525.00	$4,200.00	0712
8	LSV01S03082A	RADIOCENTRAL PROGRAMMING.	8	7 YEARS	$224.28	$1,794.24	0.00%	$0.00	$224.28	$1,794.24	0724
9	SSV01S01907A	SMARTMAPPING.	8	7 YEAR	$525.00	$4,200.00	0.00%	$0.00	$525.00	$4,200.00	0712
10	NNTN9199A	CHARGER, DESKTOP SINGLE UNIT IMPRES 2 FAST, US/NA.	8		$181.43	$1,451.44	25.00%	$45.36	$136.07	$1,088.56	0785
11	PMMN4136BTAA	XVP830 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB, TAA.	8		$572.00	$4,576.00	25.00%	$143.00	$429.00	$3,432.00	0372

Net Total	**$106,344.80**
Estimated Tax	**$0.00**
Estimated Freight	**$0.00**
Grand Total	**$106,344.80**

Recurring Services & Subscriptions

Item Number	Description	Quantity	Unit Recurring Sale Price	Recurring Sale Price	Term	Ext. Sale Price

City of Georgetown, Texas
City Council
February 10, 2026

SUBJECT:
RVI Planning Consulting Amendment

SUGGESTED ACTION:
Consideration and possible action to approve a First Amendment of a Consultation Agreement No. 25-0222-CC-A1 with RVI Planning & Landscape Architecture for PUD and Special District Application Reviews not to exceed $60,000.00 -- Kelly Trietsch, Chief Development Officer

ITEM SUMMARY:
Amending scope of work to include review of any PUD or Special District applications and increase the NTE amount of the original agreement to account for these additional services. Original NTE was $50,000.00 and is increasing to $60,000.00.

FINANCIAL IMPACT:
Funds for the expenditure are budgeted in the General Fund - Planning Consulting - Other Spend Category

SUBMITTED BY:
Hunter Gould, Planning Department

ATTACHMENTS:
25-0222-CC-A1 RVi.pdf

Amendment No. 1
to the Agreement between
RVi Planning + Landscape Architecture
and the
City of Georgetown, Texas

This First Amendment ("Amendment") is entered into by and between **City of Georgetown,** a Texas Home-Rule Municipal Corporation (the "City"), and **RVi Planning + Landscape Architecture** (the "Consultant"), and collectively, the **Parties** agree as follows:

WHEREAS, the Parties entered into an Agreement on March 24, 2025, for the Consultant to review the Southwestern University Planned Unit Developments (PUD) amendment request and associated land use and urban design aspects of any agreements related to the PUD (the "Services"), contract 25-0222-CC, ("Original Agreement"); and

WHEREAS, the Original Agreement provided an initial term to be in effect for one (1) year, with the option to renew for one (1) additional renewal term on the same terms and conditions; and

WHEREAS, the Original Agreement provided a not-to-exceed ("NTE") amount of **FIFTY THOUSAND DOLLARS AND ZERO CENTS ($50,000.00);** and

WHEREAS, the Parties desire to Amend Exhibit A – Scope of Services to include the review of any PUD or Special District Applications and increase the NTE amount of the Original Agreement to account for these additional services.

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

1. Exhibit A – Scope of Services is replaced in its entirety with the Exhibit A-1 attached hereto.

2. The Parties agree to amend the NTE of the Original Agreement to **SIXTY THOUSAND DOLLARS AND ZERO CENTS ($60,000.00)**.

3. All other terms of the Agreement, as amended, not inconsistent with this First Amendment shall apply. Except as expressly modified by this Amendment, the Agreement remains unchanged and in full force and effect, subject to its terms.

4. This First Amendment is effective on the date executed by the City.

[signature page to follow]

DO NOT COPY

RVi PLANNING + LANDSCAPE ARCHITECTURE

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF GEORGETOWN

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney

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EXHIBIT A-1
SCOPE OF SERVICES

The Consultant shall provide the following Services to the City.

1.1 **(TASK 01) Development Review and Consultation Services**

RVi Planning + Landscape Architecture (RVi) will provide support to the City for the purpose of reviewing the Southwestern University Planned Unit Developments (PUD) amendment request and associated land use and urban design aspects of any agreements related to the PUD. In addition, review any PUD or Special District Application Review

1. **Project Management: RVi, will provide the following project management activities:**

   a. Project administration including progress reports, invoicing, and budget management.

   b. Project management / coordination meetings with the City and City representatives. Schedule to be set as part of project kick off meeting.

   c. Project kick-off meeting with City staff to review concept plan, share summary of meetings with the university leading to submittal, establish a coordination schedule, and establish project priorities for the PUD.

   d. Transmittal of meeting minutes and communication of action items through calendar appointments

2. **Meetings**: At the request of the City, RVi will attend the following types of meetings:

   a. Pre-application meetings

   b. Site visits for project understanding

   c. Development application review meeting between project stakeholders

3. **Application Analysis**: Once the PUD has been submitted to the City, it will be routed for review and analysis to RVI. This process includes:

   a. Preparation of review comments for the initial PUD and subsequent submittals. Comments should include the following:

      i. Review of the PUD to identify which aspects of the project meet minimum UDC requirements, exceed minimum UDC requirements, and do not meet minimum UDC requirements.

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ii. Recommendations for best practices to include in the PUD

iii. Recommendation to City staff on comments to send to applicant based on review of UDC, best planning practices, discussion with city staff and project priorities identified in kick-off meeting.

b. Review of applications will be completed within 4 weeks for initial PUD submittals, 3 weeks for the first re-submittal, 2 weeks for the second re-submittal and 1 week for any additional re-submittals.

4. **Supplementary and Supportive Services:** The following will be performed as requested on a as needed basis and depending on the steps and standards of the selected entitlement process.

a. Communication and collaboration with development applicants regarding City regulations, polices, processes, ordinances and relevant master plans related to future submittals and general planning and land development.

b. Attendance at community meetings to serve as a liaison for the City and to provide applicable information about relevant laws, local development regulations, City polices, processes, ordinances, and master plans for participants and the general public.

c. Attend and participate in City's existing Technical Review Committee to discuss applications and proposals with various City departments and stakeholder agencies.

d. Prepare staff reports and required information required for Planning and Zoning Commission and City Council hearings.

e. Development and actuation of presentations for Planning and Zoning Commission and City Council Hearings.

5. Additional Services

a. Identified services shown below are not included in the items listed above. If needed, RVi will perform these services after submittal of a draft scope and fee to the City for approval and notice to proceed.

i. Visual exhibits including visualizations, plans, renderings, or 3d models.

ii. Specialized data analysis and reports in preparation for hearings and decision-making bodies.

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iii. Scoping work and performing work for corridor studies, comprehensive plans, and code revisions.

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City of Georgetown, Texas
City Council
February 10, 2026

SUBJECT:
Municipal Service Agreement - 2025-4-ANX - 2200 Shell Rd

SUGGESTED ACTION:
Consideration and possible action to approve a Municipal Service Agreement with NOVA368, LLC, for the provision of municipal services upon annexation to approximately 28.93 acres in the William Roberts Survey, Abstract 524, with portions of Right-Of-Way for Shell Road and Shell Spur, generally located at 2200 Shell Road, Georgetown, Texas (2025-4-ANX) -- Ryan Clark, AICP, Planning Manager

ITEM SUMMARY:
Overview of Applicant's Request:
The applicant is requesting to annex 28.93 acres of land into City Limits with a Planned Unit Development (PUD) zoning district with base zoning of General Commercial (C-3), Low Density Multifamily (MF-1) and High Density Multifamily (MF-2). The PUD proposes a range of multifamily uses along with 4.9 acres of commercial space.

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Hunter Gould, Planning Department

ATTACHMENTS:
2025-4-ANX - MSA Presentation.pdf
2025-4-ANX 28.93 Acres Shell Road PUD Municipal Service Agreement.pdf

Shell Spur Tract – Municipal Services Agreement 2025-4-ANX

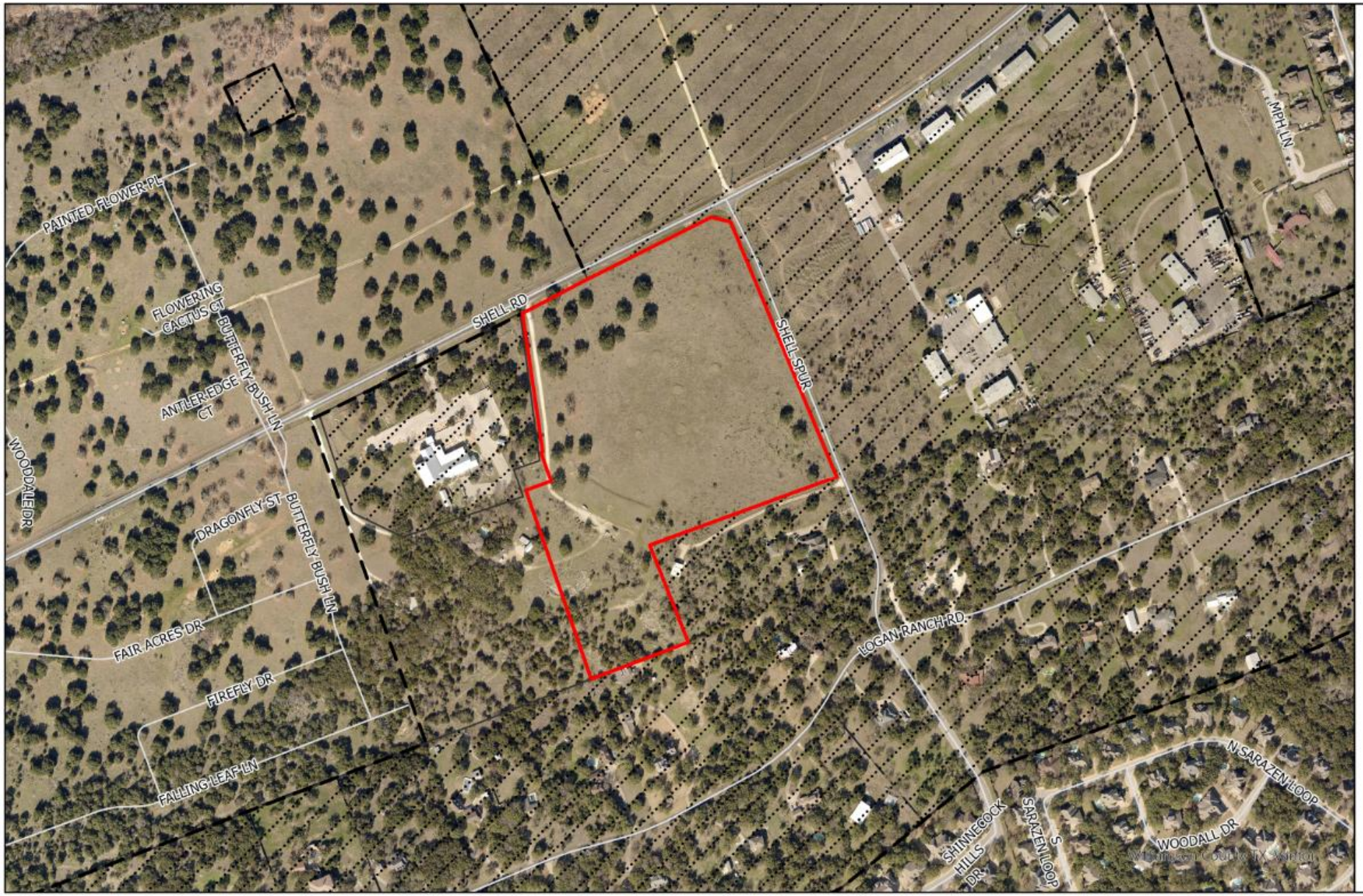
February 10, 2026 | City Council

GEORGETOWN TEXAS

Item Under Consideration

2025-4-ANX

- **Consideration** and **possible action** to approve a Municipal Services Agreement with **NOVA 368, LLC,** for the provision of municipal services upon annexation to an approximately **28.93-acre** tract in the Williams Roberts Survey Abstract No. 524, with portions of Right-of-Way for Shell Road and Shell Spur, generally located at **2200 Shell Road, Georgetown, Texas.**



GEORGETOWN TEXAS
more than welcome

Aerial

2025-4-ANX

Site
City Limits
Georgetown ETJ

N

0 250 500 Feet

Annexation Process

★ Municipal Services Agreement

Public Hearing & 1st Reading of an Ordinance

2nd Reading of an Ordinance

P&Z Public Hearing & Recommendation on Zoning

Tentative Schedule

Status	Date	Body	Purpose
✓	February 10	City Council	Municipal Services Agreement
	February 3	P&Z	Public Hearing & Consideration of Zoning
	February 24	City Council	Public Hearing & 1st Reading
	UNSCHEDULED	City Council	2nd Reading

Summary

- **Consideration** and **possible action** to approve a Municipal Services Agreement with **NOVA 368, LLC,** for the provision of municipal services upon annexation to an approximately **28.93-acre** tract in the Williams Roberts Survey Abstract No. 524, with portions of Right-of-Way for Shell Road and Shell Spur, generally located at **2200 Shell Road, Georgetown, Texas.**

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF GEORGETOWN, TEXAS

AND NOVA368 LLC

This Municipal Services Agreement ("Agreement") is entered into on the _____ day of _____, 2026 by and between the City of Georgetown, Texas, a home-rule municipality of the State of Texas ("City") and NOVA368 LLC ("Owner").

RECITALS

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

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation;

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

WHEREAS, Owner owns certain parcels of land located at 2200 Shell Road, Georgetown, Texas 786628, which consists of approximately 28.93 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A" attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for annexation of the Property, identified as Annexation Case No. 2025-4-ANX ("Annexation Case");

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

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

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

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.

2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES.

a. Commencing on the Effective Date, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.

i. Fire Protection and Emergency Medical Services – The City of Georgetown Fire Department will provide response services in the annexed area consisting of: fire suppression and rescue; emergency response to 9-1-1 calls; fire prevention education efforts, and other duties and services provided by the Georgetown Fire Department.

ii. Police – The City's Police Department will provide protection and law enforcement services.

iii. Planning and Development, Building Permits, and Inspections Services - Upon annexation, the City will provide site plan review; zoning approvals; Building Code and other standard Code inspection services; City Code enforcement; sign regulations and permits; and Stormwater Permit services in the annexed.

iv. Parks and Recreational Facilities. Residents of the Property will be permitted to utilize all existing publicly-owned parks and recreational facilities and all such facilities acquired or constructed after the Effective Date (including community service facilities, libraries, swimming pools, etc.), throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

v. Other Publicly Owned Buildings. Residents of the Property will be permitted to use all other publicly owned buildings and facilities where the public is granted access.

vi. Library – Upon annexation, library privileges will be available to anyone residing in the annexed area

vii. Stormwater Utility Services – The Property will be included in the City's Stormwater Utility service area and will be assessed a monthly fee based on the amount of impervious surface. The fees

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

viii. Streets, Roads, and Street Lighting – The City will provide preventative maintenance of the existing public streets and roads in the annexed area over which it has jurisdiction through maintenance and preventative maintenance services such as emergency pavement repair; ice and snow monitoring; crack seal, sealcoat, slurry seal, and PM overlay; and other routine repair. The City shall not maintain private roads in the annexed area. Preventative maintenance projects are prioritized on a City-wide basis and scheduled based on a variety of factors, including surface condition, rideability, age, traffic volume, functional classification, and available funding. As new streets are dedicated and accepted for maintenance they will be included in the City's preventative maintenance program.

ix. Water and Wastewater Facilities in the Annexed Area that Are Not Within the Area of Another Water or Wastewater Utility –City-owned water and wastewater facilities that exist in the annexed area will be maintained in accordance with City ordinances, standards, policies and procedures.

x. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

xi. Code Compliance – The City's Code Department will provide education, enforcement, and abatement relating to code violations within the Property.

xii. Animal Control Services – Upon annexation, the City shall provide animal control services in the annexed area.

xiii. Business Licenses and Regulations – Upon annexation, the City shall provide business licensing services (Carnivals Circuses and Other Exhibitions; Electrician's Licenses; Gross Receipts Charge or Street Rental; Peddlers and Solicitors; Taxicabs, Buses and Other Vehicles for Hire; Horse Drawn Carriages and other Non-Motorized Vehicles for Hire; Sexually Oriented Businesses; and Alcoholic Beverages) in the annexed area

b. The City will provide water service and wastewater treatment service to developments established after the Effective Date in accordance with, and on the schedule determined by, the City's extension policies, capital improvements schedule, and applicable law and at rates established by City ordinances for such services.

c. The City may impose a fee for any municipal service in the area annexed if

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

d. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

e. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

4. **SERVICE LEVEL.** The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.

5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

8. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Williamson County, Texas or the United States District Court for the Western District of Texas, Austin Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers

or immunities.

11. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12. **CAPTIONS**. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

13. **AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND**. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property.

14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

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

CITY OF GEORGETOWN

By: _____
Josh Schroeder
Mayor

Approved as to Form:

_____
Skye Masson
City Attorney

Attest:

_____
Robyn Densmore, TRMC
City Secretary

State of Texas §
County of Williamson §

This instrument was acknowledged before me on the _____ day of _____, 20___, by Josh Schroeder, Mayor of the City of Georgetown, a Texas municipal corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

(OWNER 1)

By: _____
Suraj Reddy, NOVA368 LLC
Manager

State of Texas §
County of Williamson §

This instrument was acknowledged before me on the 13th day of January, 2026 by Suraj Reddy, Manager of Nova368 LLC on behalf of said Limited Liability Company

By: _____

Notary Public, State of Texas

ALBERTA L MARTINEZ
Notary ID #126173843
My Commission Expires
May 25, 2028

FIELD NOTES FOR A 28.93 ACRE TRACT OF LAND

A **28.93 acre** tract of land, located in the William Roberts Survey, Abstract 524, Williamson County, Texas, and being a portion of a called 43.13 acre tract of land described of record in Document No. 2021191971 of the Official Public Records of Williamson County, Texas. Said **28.93 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a found ½" iron rod with a red plastic cap stamped "RPLS 1847" in the southeast right-of-way line of Shell Road, at the northeast corner of a called 10.03 acre tract of land as conveyed to Grace Bible Church of record in Document No. 2008093127 of the Official Public Records of Williamson County, Texas, a northwesterly corner of said 43.13 acre tract and the tract described herein;

THENCE: N 63° 18' 24" E, with said right-of-way line and a northwest line of said 43.13 acre tract, a distance of **828.10 feet** to a found ½" iron rod at the west end of a cutback at the intersection of the southeast right-of-way line of Shell Road and the southwest right-of-way line of Shell Spur, for the most northerly corner of said 43.13 acre tract and the tract described herein;

THENCE: S 71° 39' 10" E, with said cutback and a northerly line of said 43.13 acre tract, a distance of **70.67 feet** to a found ½" iron rod at the east end of said cutback, for a northerly corner of said 43.13 acre tract and the tract described herein;

THENCE: With the southwest right-of-way line of Shell Spur and the northeast line of said 43.13 acre tract, the following three (3) courses:

1. **S 26° 45' 24" E**, a distance of **50.09 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of curvature,
2. With a non-tangent curve to the right having a radius of **2647.95 feet**, an arc length of **196.34 feet**, a delta angle of **4° 14' 54"** and a chord bearing **S 24° 17' 49" E**, a distance of **196.30 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of non-tangency, and
3. **S 22° 10' 08" E**, a distance of **823.76 feet** to a found ½" iron rod with an aluminum cap for the northeast corner of Lot 1 of the Shellridge Subdivision of record in Cabinet L, Slide 157 of the Plat Records of Williamson County, Texas, for the most easterly southeast corner of said 43.13 acre tract and the tract described herein;

THENCE: Departing the southwesterly right-of-way line of Shell Spur Road and with the common line between said Lot 1 and said 43.13 acre tract, the following two (2) courses:

1. **S 68° 12' 36' W**, a distance of **753.84 feet** to a found ½" iron rod for corner, and
2. **S 20° 58' 05" E**, a distance of **381.67 feet** to a found ½" iron rod at the northwest corner of Lot 31-A of Logan Ranch, Section 1 Resubdivision of record Cabinet I, Slide 40 of the Plat Records of Williamson County, Texas, the northeast corner of Lot 32-B Logan Ranch, Section 1 Resubdivision of record Cabinet DD, Slide 380 of the Plat Records of Williamson County, Texas, at the southwest corner of said Lot 1, for the most southerly southeast corner of said 43.13 acre tract and the tract described herein;

THENCE: S 69° 01' 34" W, with the southerly line of said 43.13 acre tract and the northwesterly lines of Logan Ranch Section 1 Subdivision and Resubdivisions of record in the following plats; Cabinet DD, Slide 380, Cabinet E, Slide 7 and Cabinet G, Slide 207, all of the Plat Records of Williamson County, Texas, a distance of **402.34 feet** to a point in the northwesterly line of Lot-33 of said Logan Ranch Section 1 Subdivision of record in Cabinet E, Slide 7, and for the southwest corner of the tract described herein;

THENCE: Into said 43.13 acre tract, the following two (2) courses:

1. **N 19° 38' 45" W**, a distance of **771.48 feet** to a point for corner,
2. **N 70° 28' 10" E**, a distance of **104.90 feet** to a point for corner, and
3. **N 19° 38' 35" W**, a distance of **127.80 feet** to a found ½" iron rod with a red plastic cap stamped "RPLS 1847" for the most easterly southeast corner of said 10.03 acre tract for an angle of said 43.13 acre tract and of the tract described herein;

THENCE: **N 08° 20' 59" W**, with the common line between said 10.03 acre tract and said 43.13 acre tract, a distance of **540.72 feet** to the **POINT OF BEGINNING** and containing **28.93 acres of land**, situated in Williamson County, Texas.

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

Job # 24-4072 – 28.93 Acres

Date: November 20, 2025

City of Georgetown, Texas
City Council
February 10, 2026

SUBJECT:
Municipal Service Agreement - 2025-12-ANX - Shell Spur PUD

SUGGESTED ACTION:
Consideration and possible action to approve a Municipal Service Agreement with NOVA368, LLC, for the provision of municipal services upon annexation to approximately 14.20 acres in the William Roberts Survey, Abstract 524, with portions of Right-Of-Way for Shell Road and Shell Spur, generally located at Shell Road, Georgetown, Texas (2025-12-ANX) -- Ryan Clark, AICP, Planning Manager

ITEM SUMMARY:
Overview of Applicant's Request:
The applicant is requesting to annex 14.20 acres of land into City Limits with a Planned Unit Development (PUD) zoning district with base zoning of Low Density Multifamily (MF-1).

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Hunter Gould, Planning Department

ATTACHMENTS:
2025-12-ANX - MSA Presentation.pdf
2025-12-ANX Shell Spur Tract PUD Municipal Service Agreement.pdf

Shell Spur Tract – Municipal Services Agreement 2025-12-ANX

February 10, 2026 | City Council

GEORGETOWN TEXAS

Item Under Consideration

2025-12-ANX

- Consideration and possible action to approve a Municipal Service Agreement with NOVA368, LLC, for the provision of municipal services upon annexation to approximately 14.20 acres in the William Roberts Survey, Abstract 524, with portions of Right-Of-Way for Shell Road and Shell Spur, generally located at Shell Road, Georgetown, Texas. Ryan Clark, AICP, Planning Manager

GEORGETOWN
TEXAS
more than welcome

Aerial

2025-12-ANX

- Site
- City Limits
- Georgetown ETJ

Annexation Process

★ Municipal Services Agreement

Public Hearing & 1st Reading of an Ordinance

2nd Reading of an Ordinance

P&Z Public Hearing & Recommendation on Zoning

Tentative Schedule

Status	Date	Body	Purpose
✓	February 10	City Council	Municipal Services Agreement
	February 3	P&Z	Public Hearing & Consideration of Zoning
	February 24	City Council	Public Hearing & 1st Reading
	UNSCHEDULED	City Council	2nd Reading

Summary

- Consideration and possible action to approve a Municipal Service Agreement with NOVA368, LLC, for the provision of municipal services upon annexation to approximately 14.20 acres in the William Roberts Survey, Abstract 524, with portions of Right-Of-Way for Shell Road and Shell Spur, generally located at Shell Road, Georgetown, Texas. Ryan Clark, AICP, Planning Manager

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF GEORGETOWN, TEXAS

AND NOVA368 LLC

This Municipal Services Agreement ("Agreement") is entered into on the _____ day of _____, 2026 by and between the City of Georgetown, Texas, a home-rule municipality of the State of Texas ("City") and NOVA368 LLC ("Owner").

RECITALS

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

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation;

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

WHEREAS, Owner owns certain parcels of land located at 2000 Shell Road, Georgetown, Texas 786628, which consists of approximately 14.20 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A" attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for annexation of the Property, identified as Annexation Case No. 2025-12-ANX ("Annexation Case");

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

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

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

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.

2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES.

a. Commencing on the Effective Date, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.

i. Fire Protection and Emergency Medical Services – The City of Georgetown Fire Department will provide response services in the annexed area consisting of: fire suppression and rescue; emergency response to 9-1-1 calls; fire prevention education efforts, and other duties and services provided by the Georgetown Fire Department.

ii. Police – The City's Police Department will provide protection and law enforcement services.

iii. Planning and Development, Building Permits, and Inspections Services - Upon annexation, the City will provide site plan review; zoning approvals; Building Code and other standard Code inspection services; City Code enforcement; sign regulations and permits; and Stormwater Permit services in the annexed.

iv. Parks and Recreational Facilities. Residents of the Property will be permitted to utilize all existing publicly-owned parks and recreational facilities and all such facilities acquired or constructed after the Effective Date (including community service facilities, libraries, swimming pools, etc.), throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

v. Other Publicly Owned Buildings. Residents of the Property will be permitted to use all other publicly owned buildings and facilities where the public is granted access.

vi. Library – Upon annexation, library privileges will be available to anyone residing in the annexed area

vii. Stormwater Utility Services – The Property will be included in the City's Stormwater Utility service area and will be assessed a monthly fee based on the amount of impervious surface. The fees

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

viii. Streets, Roads, and Street Lighting – The City will provide preventative maintenance of the existing public streets and roads in the annexed area over which it has jurisdiction through maintenance and preventative maintenance services such as emergency pavement repair; ice and snow monitoring; crack seal, sealcoat, slurry seal, and PM overlay; and other routine repair. The City shall not maintain private roads in the annexed area. Preventative maintenance projects are prioritized on a City-wide basis and scheduled based on a variety of factors, including surface condition, rideability, age, traffic volume, functional classification, and available funding. As new streets are dedicated and accepted for maintenance they will be included in the City's preventative maintenance program.

ix. Water and Wastewater Facilities in the Annexed Area that Are Not Within the Area of Another Water or Wastewater Utility –City-owned water and wastewater facilities that exist in the annexed area will be maintained in accordance with City ordinances, standards, policies and procedures.

x. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

xi. Code Compliance – The City's Code Department will provide education, enforcement, and abatement relating to code violations within the Property.

xii. Animal Control Services – Upon annexation, the City shall provide animal control services in the annexed area.

xiii. Business Licenses and Regulations – Upon annexation, the City shall provide business licensing services (Carnivals Circuses and Other Exhibitions; Electrician's Licenses; Gross Receipts Charge or Street Rental; Peddlers and Solicitors; Taxicabs, Buses and Other Vehicles for Hire; Horse Drawn Carriages and other Non-Motorized Vehicles for Hire; Sexually Oriented Businesses; and Alcoholic Beverages) in the annexed area

b. The City will provide water service and wastewater treatment service to developments established after the Effective Date in accordance with, and on the schedule determined by, the City's extension policies, capital improvements schedule, and applicable law and at rates established by City ordinances for such services.

c. The City may impose a fee for any municipal service in the area annexed if

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

d. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

e. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

4. **SERVICE LEVEL.** The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.

5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

8. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Williamson County, Texas or the United States District Court for the Western District of Texas, Austin Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers

or immunities.

11. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12. **CAPTIONS**. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

13. **AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND**. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property.

14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

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

CITY OF GEORGETOWN

By: _____
Josh Schroeder
Mayor

Approved as to Form:

_____
Skye Masson
City Attorney

Attest:

_____
Robyn Densmore, TRMC
City Secretary

State of Texas §
County of Williamson §

This instrument was acknowledged before me on the _____ day of _____, 20___, by Josh Schroeder, Mayor of the City of Georgetown, a Texas municipal corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

(OWNER 1)

By: _____
Suraj Reddy, NOVA368 LLC
Manager

State of Texas §
County of Williamson §

This instrument was acknowledged before me on the 13th day of January, 2026 by Suraj Reddy, Manager of Nova368 LLC on behalf of said Limited Liability company.

By: _____

Notary Public, State of Texas

ALBERTA L MARTINEZ
Notary ID #126173843
My Commission Expires
May 25, 2028

FIELD NOTES FOR A 14.20 ACRE TRACT OF LAND

A **14.20 acre** tract of land, located in the William Roberts Survey, Abstract 524, Williamson County, Texas, and being a portion of a called 43.13 acre tract of land described of record in Document No. 2021191971 of the Official Public Records of Williamson County, Texas. Said **14.20 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a found ½" iron rod with a red plastic cap stamped "RPLS 1847" in the southeast right-of-way line of Shell Road, at the northwest corner of a called 10.03 acre tract of land as conveyed to Grace Bible Church of record in Document No. 2008093127 of the Official Public Records of Williamson County, Texas, a northwesterly corner of said 43.13 acre tract and the tract described herein;

THENCE: With the common lines between said 43.13 acre tract and said 10.03 acre tract, the following six (6) courses:

1. **S 19° 35' 05" E**, a distance of **389.16 feet** to a found ½" iron rod with a red plastic cap stamped "RPLS 1847" for corner,
2. **S 66° 56' 50" E**, a distance of **210.40 feet** to a found ½" iron rod with a red plastic cap stamped "RPLS 1847" for corner,
3. **N 70° 24' 15" E**, a distance of **436.41 feet** to a found ½" iron rod with a red plastic cap stamped "RPLS 1847" for angle,
4. **N 70° 33' 57" E**, a distance of **51.35 feet** to a found ½" iron rod with a red plastic cap stamped "RPLS 1847" for corner,
5. **N 19° 38' 35" W**, a distance of **107.73 feet** to a found ½" iron rod with a red plastic cap stamped "RPLS 1847" for corner, and
6. **N 70° 25' 49" E**, a distance of **104.86 feet** to a found ½" iron rod with a red plastic cap stamped "RPLS 1847" for the most easterly northeast corner of the tract described herein;

THENCE: Into said 43.13 acre tract, the following three (3) courses:

1. **S 19° 38' 35" E**, a distance of **127.80 feet** to a point for corner,
2. **S 70° 28' 10" W**, a distance of **104.90 feet** to a point for corner, and
3. **S 19° 38' 45" E**, a distance of **771.48 feet** to a point in the northwest line of Lot 33 of Logan Ranch, Section 1 of record Cabinet E, Slide 7 of the Plat Records of Williamson County, Texas, in southerly line of said 43.13 acre tract and for the southeast corner of the tract described herein;

THENCE: **S 69° 01' 34" W**, with the southerly line of said 43.13 acre tract and the northwesterly lines of Logan Ranch Section 1 Subdivision and Resubdivisions of record in the following plats; Cabinet E, Slide 7 and Cabinet G, Slide 207, all of the Plat Records of Williamson County, Texas, a distance of **703.29 feet** to a found ½" pipe at the northwest corner of Lot-34A of said Resubdivision of record in Cabinet G, Slide 207, at the north corner of Lot 35 of said Subdivision of record in Cabinet E, Slide 7, at the southeast corner of a called 144.856 acre tract of land as described of record in Document No. 2021139898 of the Official Public Records of Williamson County, Texas, for the southwest corner of said 43.13 acre tract and the tract described herein;

THENCE: With the common line between said 43.13 acre tract and said 144.856 acre tract, the following two (2) courses:

1. **N 19° 37' 58" W**, a distance of **456.80 feet** to a found ½" iron rod with a red plastic cap stamped "RPLS 1847", and

2. **N 19° 34' 20" W**, a distance of **875.98 feet** to a found ½" iron rod in the southeast right-of-way line of Shell Road, the northeast corner of said 144.856 acre tract, for the northwest corner of said 43.13 acre tract and the tract described herein;

THENCE: **N 63° 18' 24" E**, with the southeast right-of-way line of Shell Road and the northwest line of said 43.13 acre tract, a distance of **60.39 feet** to the **POINT OF BEGINNING** and containing **14.20 acres of land**, situated in Williamson County, Texas.

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

Job # 24-4072 – 14.20 Acres

Date: November 20, 2025

City of Georgetown, Texas
City Council
February 10, 2026

SUBJECT:
Second Reading - 2025-9-REZ - 901 North Church Street

SUGGESTED ACTION:
Second Reading of an Ordinance on a request for a Zoning Map Amendment to rezone a 0.215 acre tract of the N. Porter Survey, Abstract No. 497, In Williamson County, Texas, from the General Commercial (C-3) zoning district to the Residential Single Family (RS) zoning district, for the property generally located at 901 North Church Street (2025-9-REZ) -- Matt Skawin, Planner

ITEM SUMMARY:
Overview of Applicant's Request:
The applicant is requesting to rezone the subject property from General Commercial (C-3) to Residential Single-Family (RS). No development or new site improvements are being proposed at this time.

Staff's Analysis:
Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the proposed request meets 5 of the 5 criteria established in UDC Section 3.06.030 for a Rezoning, as outlined in the attached Staff Report.

Public Comments:
As required by the Unified Development Code (UDC), all property owners and registered neighborhood associations within 300-feet of the subject property were notified of the request (24 notices mailed), a legal notice advertising the public hearing was placed in the Sun Newspaper (December 16, 2025) and signs were posted on-site. As of the publication date of this report, staff has received 1 written comment in favor and 0 in opposition of the request.

Planning and Zoning Commission Recommendation:
At their January 6, 2026 meeting, the Planning and Zoning Commission recommended approval (7-0) of the request.

City Council First Reading:
At their January 27, 2026 meeting, the City Council approved (7-0) First Reading of the Ordinance for the proposed request.

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Hunter Gould, Planning Department

ATTACHMENTS:

2025-9-REZ City Council Presentation.pdf
2025-9-REZ City Council Staff Report.pdf
Exhibit 1 â€“ Location Map.pdf
Exhibit 2 â€“ Future Land Use Map.pdf
Exhibit 3 â€“ Zoning Map.pdf
Exhibit 4 â€“ Design and development standards of the Residential Single-Family.pdf
Exhibit 5 â€“ Letter of Intent.pdf
Exhibit 6 â€“ Public Comments.pdf
2025-9-REZ-Ordinance with Exhibits.pdf

N. 901 Church Street 2025-9-REZ

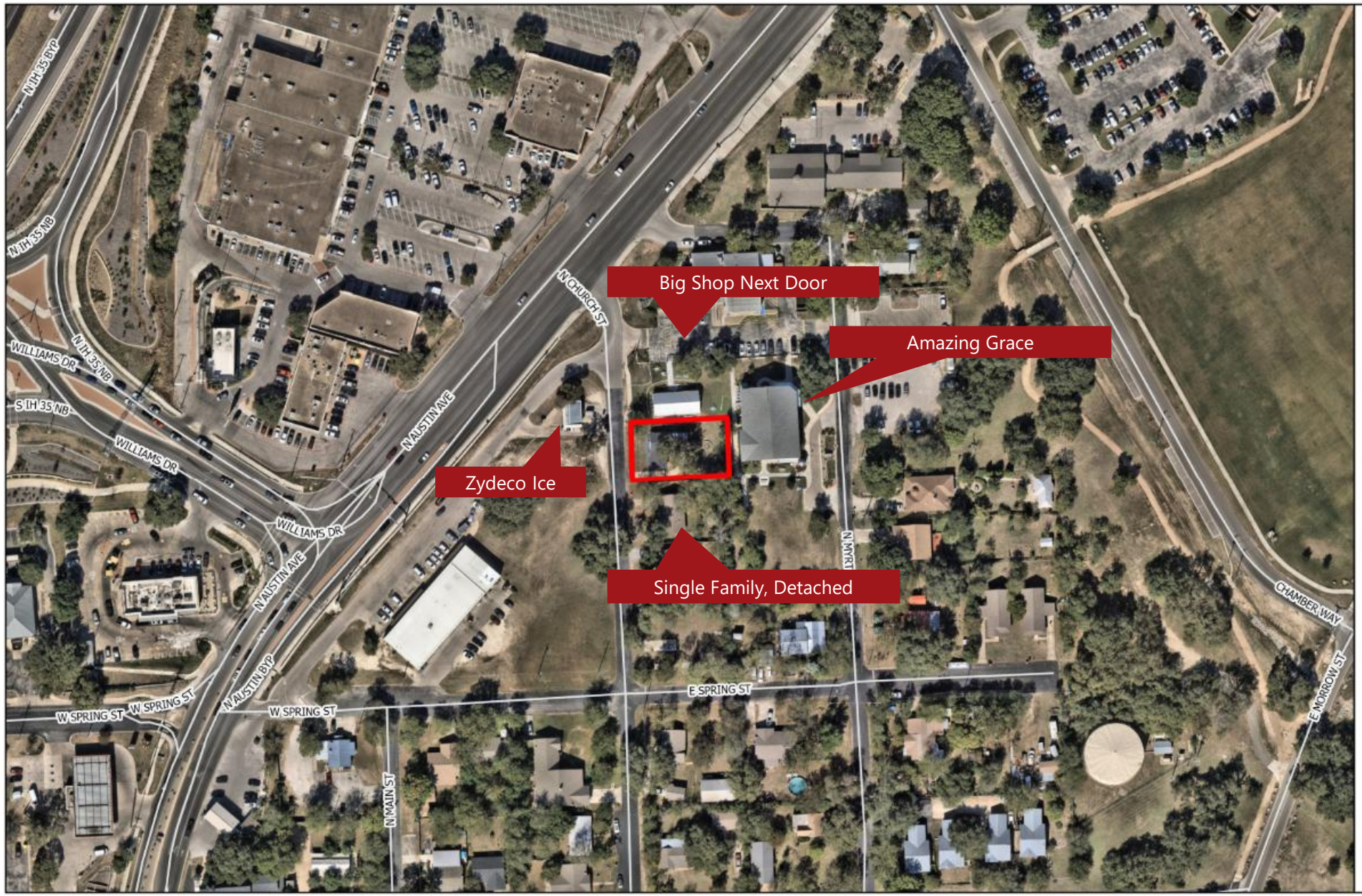
February 10, 2026 | City Council

GEORGETOWN TEXAS

Item Under Consideration

2025-9-REZ

- Second Reading of an Ordinance on a request for a Zoning Map Amendment to rezone a 0.215 acre tract of the N. Porter Survey, Abstract No. 497, in Williamson County, Texas, from the General Commercial (C-3) zoning district to the Residential Single Family (RS) zoning district, for the property generally located at 901 North Church Street (2025-9-REZ). Matt Skawin, Planner



GEORGETOWN TEXAS
more than welcome

Aerial

2025-9-REZ

Site

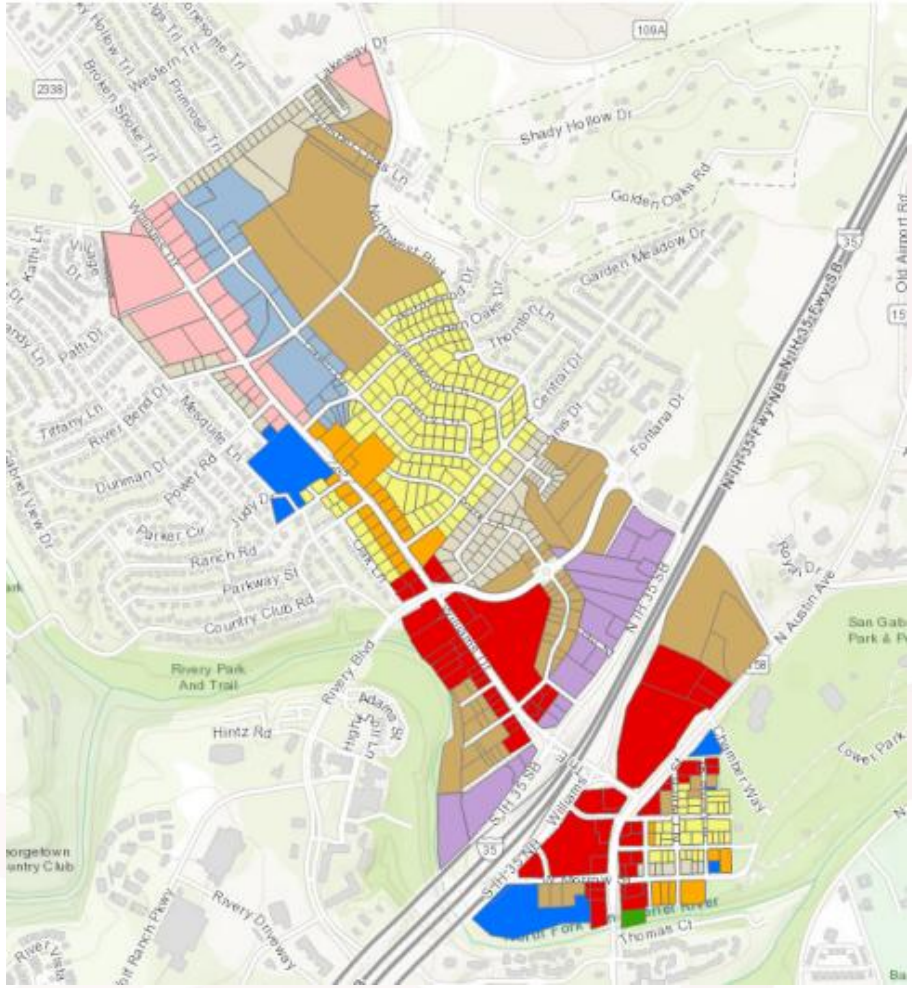
N

0 100 200 Feet

GEORGETOWN
TEXAS
more than welcome
Zoning
2025-9-REZ
Exhibit #3
Site
PUD
Courthouse View Overlay
Old Town Overlay
Historic Overlay
Downtown Overlay
SPO Overlay
Gateway Overlay
Parcels
Zoning
AG -Agriculture
BP - Business Park
C-1 - Local Commercial
C-3 - General Commercial
CN - Neighborhood Commercial
IN - Industrial
MF-1 - Low-Density Multi-family
MF-2 - High-Density Multi-family
MH - Manufactured Housing
MU-DT - Mixed-Use Downtown
OF - Office
PF - Public Facility
RE - Residential Estate
RL - Residential Low-Density
RS - Residential Single-Family
TF -Two-Family
TH -Townhouse
0
100
200
Feet
N
N IH 35 BYP
N IH 35 NB
S IH 35 NB
WILLIAMS DR
N AUSTIN AVE
N AUSTIN BYP
W SPRING ST
E SPRING ST
N CHURCH ST
N MYRTLE ST
N MAIN ST
CHAMBER WAY
E MORROW ST
C-3
MF-1
RS
PF

Williams Drive Gateway Plan

- Unique Destinations that emphasize retail, office, and entertainment uses
- Emphasis on building design, landscaping, public spaces
- Pedestrian oriented places that often include shopping streets, shared parking, and strong links to surrounding areas



Williams Drive Small Area Plan – Single-Family

Single-Family:

"The Single-Family designation facilitates traditional suburban environment in which each residential structure is designated to be used as a single dwelling unit. The designation provides for not more than 4 dwelling units per acre. Acceptable uses include medium, single-family structures."

- **DUA:** Up to 4
- **Target Ratio:** 95% residential, 5% nonresidential
- **Primary:** Single-family residential density
- **Secondary Uses:** Limited neighborhood-serving retail, office, institutional, and civic uses

Residential Single-Family (RS)

- Medium density
- Primarily single-family neighborhoods
- May be located in proximity of neighborhood-friendly commercial
- Protected from incompatible uses

Dimensional Standards

- Min. lot size = 5,500 sq. ft.
- Min. lot width = 45’
- Max building height = 35’
- Front setback = 20’
- Side setback = 6’
- Rear setback = 10’
- Side/rear street setback = 15’
- Street facing garage setback = 25’

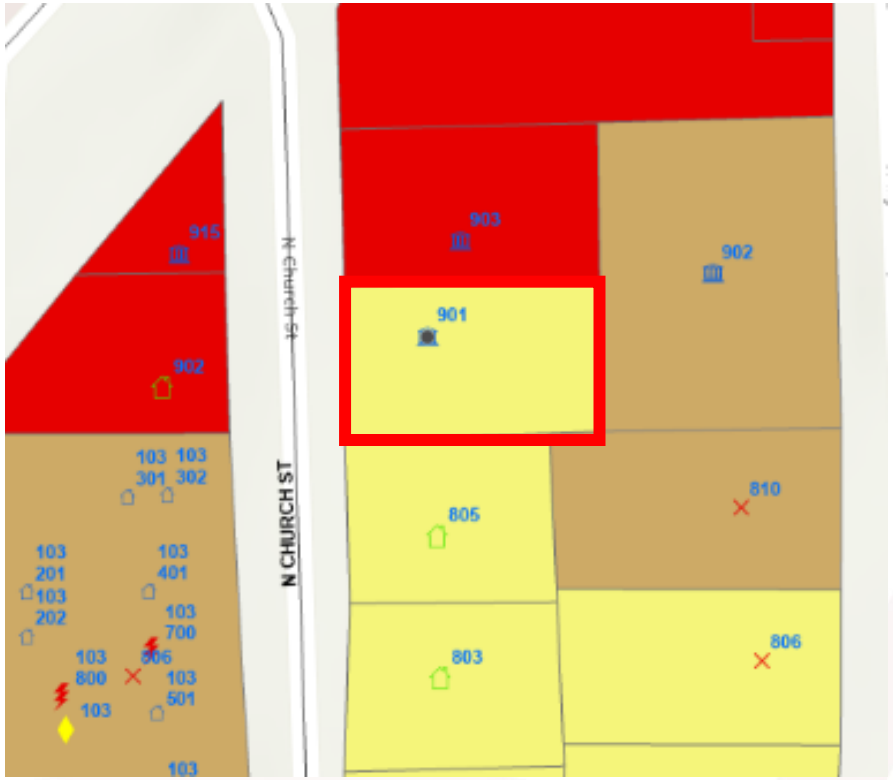
Approval Criteria – UDC Section 3.06.030

Criteria for Rezoning	Complies	Partially Complies	Does Not Comply
The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;	X		
The zoning change is consistent with the Comprehensive Plan;	X		
The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City;	X		

Comprehensive Plan Guidance

Land Use Policies:

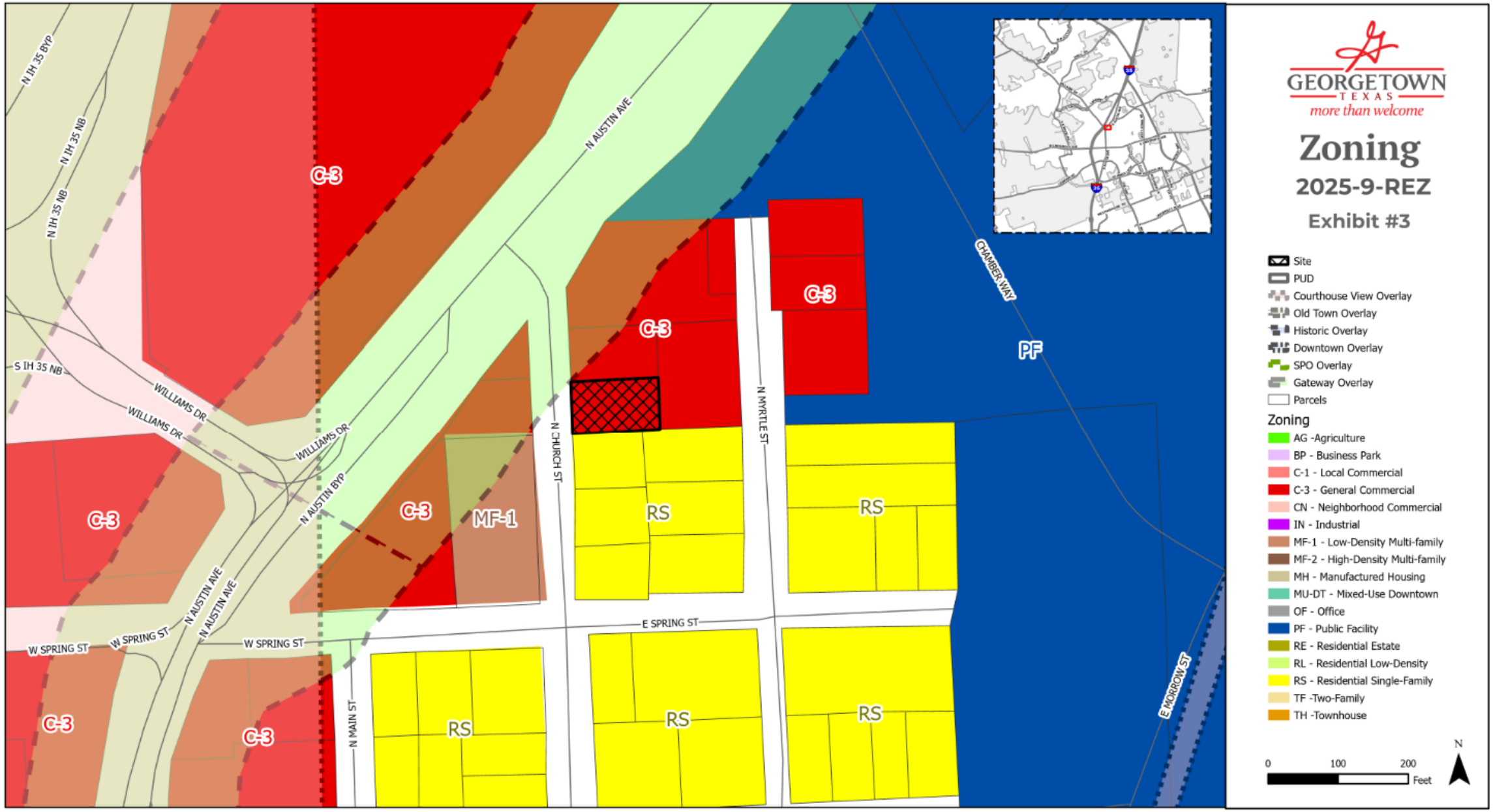
- LU.1- Encourages a balanced mix of residential, commercial, and employment uses at varying densities and intensities to reflect a gradual transition
- LU.3-Promote development of complete neighborhoods across Georgetown



- **DUA:** Up to 4
- **Target Ratio:** 95% residential, 5% nonresidential
- **Primary:** Single-family residential density
- **Secondary Uses:** Limited neighborhood-serving retail, office, institutional, and civic uses

Approval Criteria – UDC Section 3.06.030

Criteria for Rezoning	Complies	Partially Complies	Does Not Comply
The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and	X		
The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.	X		


GEORGETOWN
TEXAS
more than welcome
Zoning
2025-9-REZ
Exhibit #3
Site
PUD
Courthouse View Overlay
Old Town Overlay
Historic Overlay
Downtown Overlay
SPO Overlay
Gateway Overlay
Parcels
Zoning
AG -Agriculture
BP - Business Park
C-1 - Local Commercial
C-3 - General Commercial
CN - Neighborhood Commercial
IN - Industrial
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MF-2 - High-Density Multi-family
MH - Manufactured Housing
MU-DT - Mixed-Use Downtown
OF - Office
PF - Public Facility
RE - Residential Estate
RL - Residential Low-Density
RS - Residential Single-Family
TF -Two-Family
TH -Townhouse
0
100
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Feet
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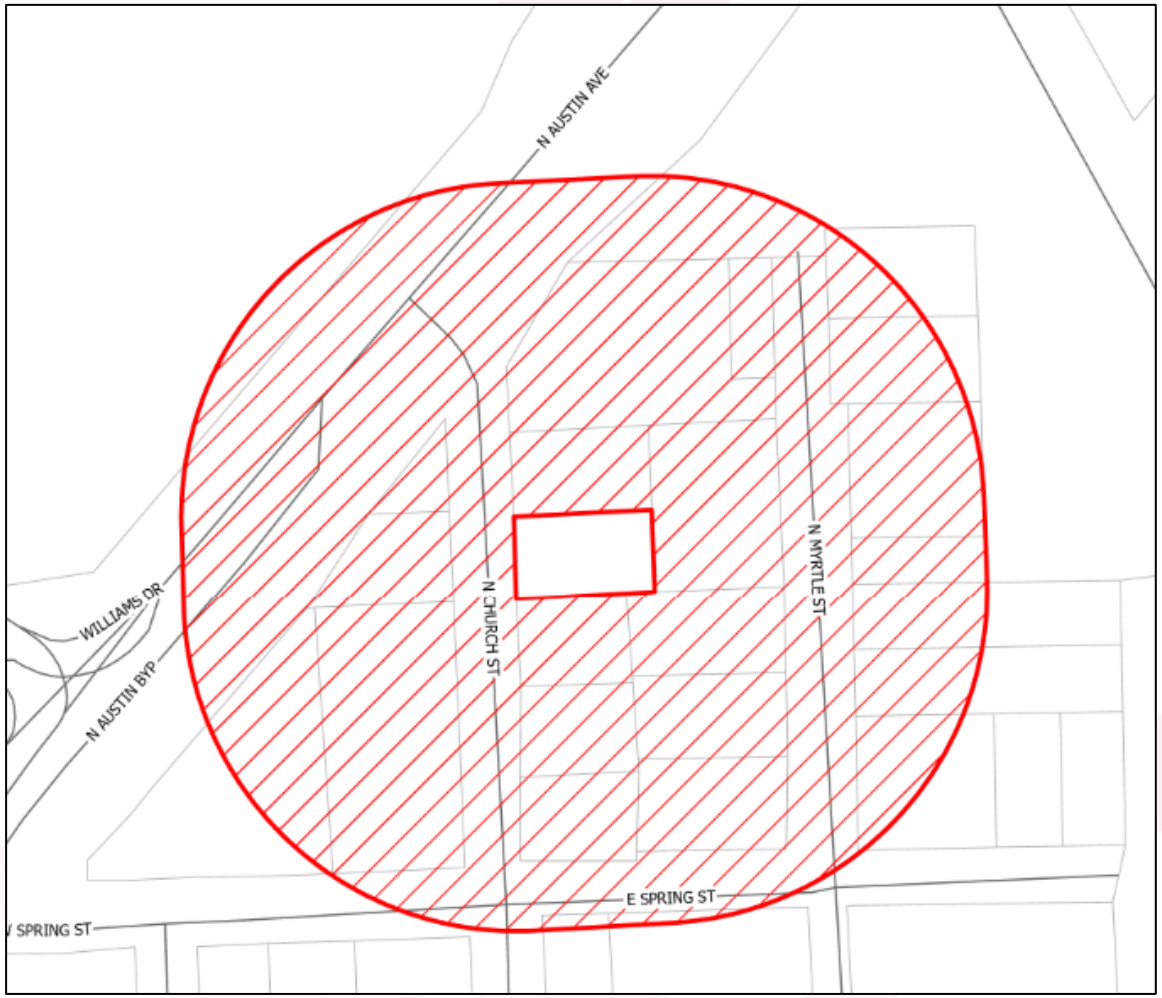
N IH 35 BYP
N IH 35 NB
S IH 35 NB
WILLIAMS DR
N AUSTIN AVE
N AUSTIN BYP
W SPRING ST
E SPRING ST
N CHURCH ST
N MYRTLE ST
N MAIN ST
CHAMBER WAY
E MORROW ST
C-3
MF-1
RS
PF

Public Notifications

- 24 property owners within the 300' buffer
- Notice in Sun News on 12/16/2025
- 1 Sign posted on the property
- To date, staff has received:
  - 1 written comment IN FAVOR
  - 0 written comments OPPOSED



Planning & Zoning Commission Action

- At their January 6, 2026 meeting, the Planning & Zoning Commission recommended Approval of the request (7-0).

City Council Action on First Meeting

- At their January 27, 2026 meeting, the City Council recommended approval of the request (7-0).

Summary

- Second Reading of an Ordinance on a request for a Zoning Map Amendment to rezone 0.215 of one acre of the N. Porter Survey, Abstract No. 497, in Williamson County, Texas, from the General Commercial (C-3) zoning district to the Residential Single Family (RS) zoning district, for the property generally located at 901 North Church Street (2025-9-REZ). Matt Skawin, Planner

Second Reading of an Ordinance

- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING PART OF THE OFFICIAL ZONING MAP TO REZONE 0.215 OF ONE ACRE OF THE N. PORTER SURVEY, ABSTRACT NO. 497, IN WILLIAMSON COUNTY, TEXAS, GENERALLY LOCATED AT 901 NORTH CHURCH STREET, FROM GENERAL COMMERCIAL (C-3) TO RESIDENTIAL SINGLE-FAMILY (RS); REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Planning and Zoning Commission
Planning Department Staff Report

Report Date: January 6, 2026
Case No: 2025-9-REZ
Project Planner: Matt Skawin, Planner

Item Details

Project Name: 901 N. Church Street Rezoning
Project Location: 901 N. Church Street, within City Council district No. 6.
Total Acreage: 0.215 acres
Legal Description: 0.215 acres in the N. Porter Survey, Abstract No. 497

Applicant: Win Win Ventures Corp, c/o Yazmin Melero
Property Owner: Win Win Ventures Corp, c/o Yazmin Melero

Request: Zoning Map Amendment to rezone the subject property from **General Commercial (C-3) district** to **Residential Single-Family (RS)**.

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

Overview of Applicant's Request

The applicant is requesting a zoning change for the property located at 901 N. Church Street, Georgetown, TX, from General Commercial (C-3) to Residential Single-Family (RS). This change is proposed to align the zoning designation with the current use of the property and the character of the surrounding neighborhood, as outlined in the City of Georgetown's Future Land Use Map. The property encompasses approximately 0.215 acres and includes an existing single-family home, which will remain intact.

Site Information

Location:
The subject property is located on the midblock of N. Church Street, between N. Austin Avenue and E. Spring Street. The property sits within a historically mixed-use area, with commercial uses to the north, west, and east, and residential uses to the south. It also borders the southeastern edge of the Williams Drive Gateway Plan.

Physical and Natural Features:
The site contains an existing residence and driveway. There also appears to be several trees on the property, mostly located in the backyard. The site is mostly flat with no significant changes in topography.

Future Land Use and Zoning Designations:
The subject property has an existing Future Land Use designation of Special Area and is currently zoned General Commercial (C-3). The property is within the Williams Drive Gateway - Small Area Plan, with a designation of Single Family.

Surrounding Properties:
The surrounding area features a blend of residential and commercial developments. To the north and east of the property, there are general retail stores that provide employment opportunities for residents with intellectual and developmental disabilities. Directly south of the property is zoned Residential Single Family (RS) and mainly consists of established single-family homes. The property to the west is currently undeveloped and zoned General Commercial (C-3).

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

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
North	General Commercial (C-3)	Small Area (Williams Drive Gateway Plan)	General Retail
East	General Commercial (C-3)	Small Area (Williams Drive Gateway Plan)	General Retail
South	Residential Single Family (RS)	Small Area (Williams Drive Gateway Plan)	Single-family, Detached
West	General Commercial (C-3)	Small Area (Williams Drive Gateway Plan)	Undeveloped Land

Property History:
The property was annexed in 1954 under Ordinance 54-A1. It has been a single-family residence since at least 1960.

Comprehensive Plan Guidance

Future Land Use Map:
Williams Drive Gateway Plan, Future Land Use Map:
Single-Family
In the Williams Drive Gateway future land use plan, the property is designated as Single-Family, which entails that the Single-Family designation supports a traditional suburban environment where each residential structure is designed to be used as a single dwelling unit. The designation permits no more than four dwelling units per acre. Acceptable uses include medium, single-family structures.

DUA: Up to 4

Target Ratio: 95% residential, 5% nonresidential
Primary Use: Single-family residential density

Secondary Uses: Limited neighborhood-serving retail, office, institutional, and civic usescivic uses

Utilities

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

Transportation

N. Austin Avenue – Minor Arterial

Arterial streets provide traffic movement through and between different areas within the city and access to adjacent land uses. Access is more controllable because driveway spacing requirements are much greater and, if safety dictates, overall access can be limited to specific turning movements. Minor Arterials connect lower functional classifications and major arterials and tend to be shorter in distance.

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

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

Proposed Zoning district

Residential Single-Family (RS)
The Residential Single-Family (RS) zoning district allows for medium density and its minimum lot size is 5,500 square feet. The RS district contains standards for development that maintain single-family neighborhood characteristics. The RS district may be located within proximity of neighborhood-friendly commercial and public services and protected from incompatible uses. All housing types in the RS district shall use the lot, dimensional and design standards of the district.

Permitted land uses within the district include detached single-family homes and group homes with six or less residents. Attached single-family homes, churches, family home day cares, and schools, among other uses are permitted subject to specific design limitations to ensure compatibility with the surrounding properties. Other uses such as accessory dwelling units, bed and breakfast, group day care, general office and other similar uses may be permitted subject to approval of a Special Use Permit (SUP). Exhibit 4 contains a comprehensive list of RS district permitted uses and development standards.

Intergovernmental and Interdepartmental Review

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

Approval Criteria

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

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	**Complies**
An application must provide the necessary information to review and make a knowledgeable decision in order for staff to schedule an application for consideration by the Planning and Zoning	

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
Commission and City Council. This application was reviewed by staff and deemed to be complete.	
2. The zoning change is consistent with the Comprehensive Plan.	**Complies**
Per the City's 2030 Comprehensive Plan, the subject site has a future land use designation of "Special Area" due to its location within the Williams Drive Gateway Plan. This plan sets the vision and goals for future redevelopment along the Williams Drive corridor. Within this plan, the area is divided into several character zones that guide future land use decisions. The subject property falls within the "Single-Family" character area, which is intended primarily for traditional detached single-family homes. The plan also supports secondary uses such as neighborhood-serving retail, office, institutional, and civic uses. The request to rezone the subject site from the General Commercial (C-3) zone to the less intense Residential Single-Family (RS) zone aligns with the vision of the Williams Drive Gateway Plan. Although currently zoned for commercial use, the proposed change to RS zoning will ensure that future development better reflects the surrounding residential character and the area's long-term goals. The RS zoning district will serve as a smoother transition between the higher-intensity commercial uses to the east and north and the established single-family neighborhoods to the south. A key aim of the Williams Drive Gateway Plan is to strengthen the subarea's identity by preserving existing features and ensuring they are maintained in new development or redevelopment. This includes important characteristics such as the depth of landscaped front yards, existing street and front yard trees, building placement, and parking locations. Rezoning this area to residential will help maintain the community's character. In addition to aligning with the Williams Drive Gateway Plan, the applicant's request to downzone to the Residential Single-Family (RS) zoning district supports several land use policies within the Comprehensive Plan, including LU.1, LU.3, and LU.4, which promote the development of complete neighborhoods with a diverse mix of uses while ensuring appropriate transitions between varying intensities of development. The request also aligns with housing policies such as H.2 and H.4, which emphasize the preservation of existing neighborhoods and the promotion of neighborhood character and quality. These policies recognize that certain neighborhoods require special consideration to protect their character and compatibility, and that such preservation and enhancement efforts may be defined through small area planning or neighborhood conservation initiatives. Overall, the proposed zoning change brings the site further into alignment with both the Comprehensive Plan and the Williams Drive Gateway Plan by supporting context-sensitive development and neighborhood preservation.	
3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	**Complies**
The requested zoning change promotes the health, safety, and general welfare of the City, as well as the safe, orderly, and healthful development of the community. The proposed Residential Single-	

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
Family (RS) zoning is appropriate for the area and supports the City's goals for compatible land use and neighborhood stability. This zoning change brings the property further into alignment with the established goals of the Comprehensive Plan and the Williams Drive Gateway Plan, both of which emphasize context-sensitive development and the preservation of neighborhood character. The zoning change promotes the health, safety and general welfare of the City and the safe, orderly, and healthful development of the City by providing a zoning district that better suits the character of the neighborhood and provides greater opportunity for residential development. Rezoning the property to the Residential Single-Family (RS) zoning district will place more restrictive development standards on the site that limit the number of non-compatible uses, compared to the General Commercial (C-3) zoning district. The General Commercial (C-3) zoning district allows for a number of non-residential uses that may be considered too intense or no longer compatible when placed in the midst, rather than at the edge, of the current neighborhood.	
4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	**Complies**
The proposed zoning aligns with the zoning and conforming uses of nearby properties and matches the character of the surrounding neighborhood. The property is situated within an established residential area. The block is divided, with half zoned RS and the other half zoned C-3.	
5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.	**Complies**
The subject property does not have any natural features or site constraints that will inhibit the uses allowed within the proposed zoning district. The proposed zoning change will allow for the existing building to retain its historic residential form. The site has adequate access and infrastructure such as parking and commercial driveway access to support the proposed zoning district.	

The Future Land Use Element of the Williams Drive Gateway Plan and the City's Comprehensive Plan have identified the subject property and its immediate surroundings for residential uses and development types, and the request to rezone the property from C-3 to RS is compatible with those adopted policies.

Meetings Schedule

January 6, 2026 – Planning and Zoning Commission
January 27, 2026 – City Council First Reading of the Ordinance
February 10, 2026 – City Council Second Reading of the Ordinance

Public Notification

As required by the Unified Development Code, all property owners and registered neighborhood associations within a 300-foot radius of the subject property were notified of the Zoning Map

Amendment request (24 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (December 16, 2025) and signs were posted on-site. To date, staff has received 1 written comment in favor, and 0 in opposition to the request (Exhibit 6).

Attachments

Exhibit 1 – Location Map
Exhibit 2 – Future Land Use Map
Exhibit 3 – Zoning Map
Exhibit 4 – Design and development standards of the Residential Single-Family
Exhibit 5 – Letter of Intent
Exhibit 6 – Public Comments

GEORGETOWN
TEXAS
more than welcome

Location

2025-9-REZ

Exhibit #1

Site
Parcels

N

0 100 200 Feet

GEORGETOWN
TEXAS
more than welcome

Future Land Use/ Future Mobility Plan

2025-9-REZ

Exhibit #2

- Site
- Parcels

Future Land Use

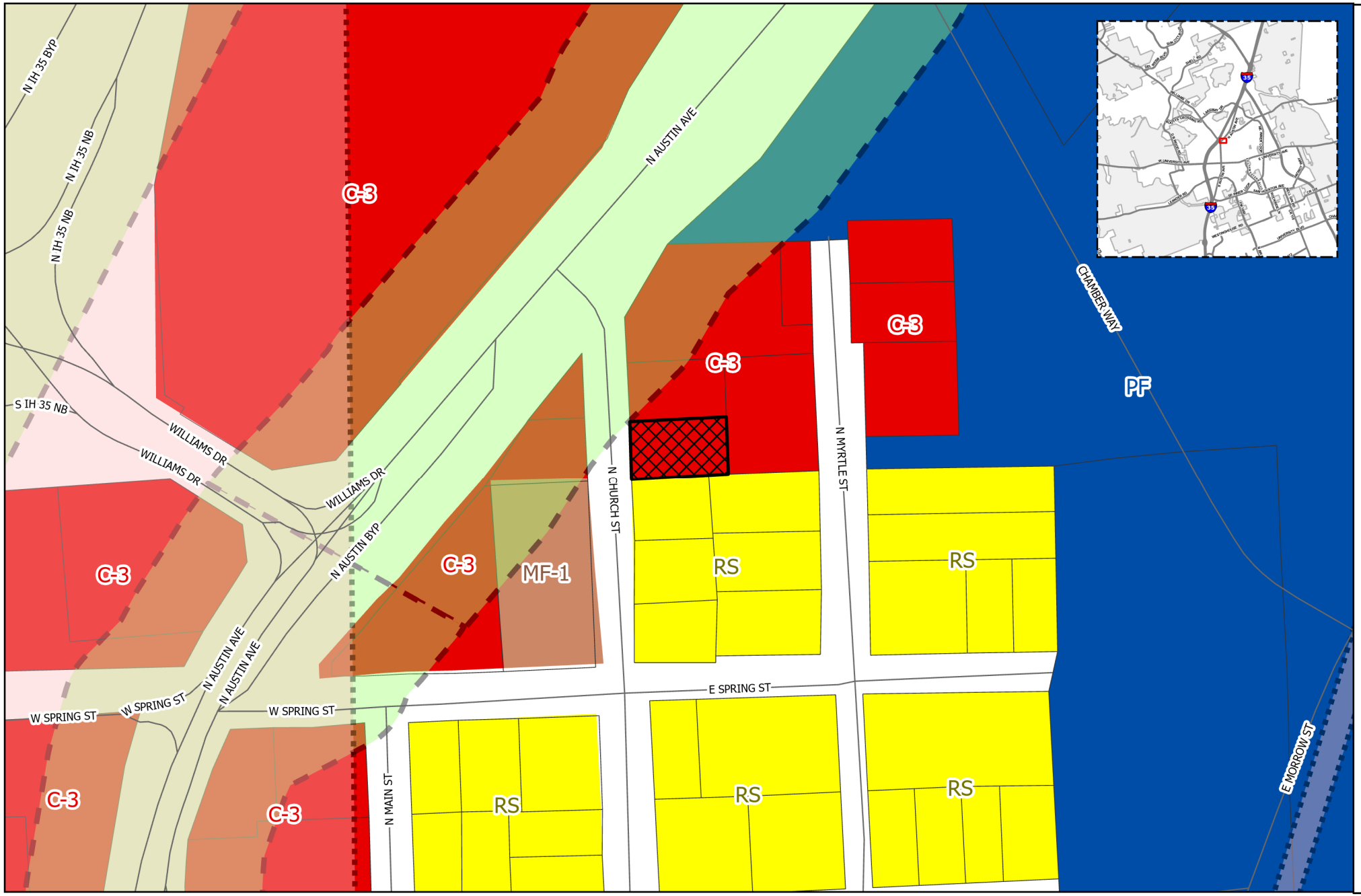
- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area

Thoroughfare

- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail

0 100 200 Feet

N



GEORGETOWN
TEXAS
more than welcome

Zoning

2025-9-REZ

Exhibit #3

- Site
- PUD
- Courthouse View Overlay
- Old Town Overlay
- Historic Overlay
- Downtown Overlay
- SPO Overlay
- Gateway Overlay
- Parcels

Zoning

- AG -Agriculture
- BP - Business Park
- C-1 - Local Commercial
- C-3 - General Commercial
- CN - Neighborhood Commercial
- IN - Industrial
- MF-1 - Low-Density Multi-family
- MF-2 - High-Density Multi-family
- MH - Manufactured Housing
- MU-DT - Mixed-Use Downtown
- OF - Office
- PF - Public Facility
- RE - Residential Estate
- RL - Residential Low-Density
- RS - Residential Single-Family
- TF -Two-Family
- TH -Townhouse

0 100 200 Feet

N

RS Residential Single-Family

Residential Uses	Sec. 5.02.010
Permitted by Right	Single-family (Detached), Group Home (6 residents or less)
Permitted with Limitations	Single-family (Attached), Home-Based Business
Special Use Permit Required	Accessory Dwelling Unit, Halfway House, Hospice Facility, Rooming or Boarding House

Civic Uses	Sec. 5.03.010
Permitted with Limitations	School (Elementary), Day Care (family home), Golf Course, Nature Preserve or Community Garden, Neighborhood Amenity, Activity, or Recreation Center, Public Park (Neighborhood), Religious Assembly Facilities (inc. with Columbaria)
Special Use Permit Required	School (Middle), Day Care (group), Activity Center (Youth or Senior), Community Center, Emergency Services Station, Cemetery, Columbaria, Mausoleum or Memorial Park

Commercial Uses	Sec. 5.04.010
Special Use Permit Required	Bed and Breakfast (inc. with Events), General Office

Transportation & Utility Uses	Sec. 5.05.010
Permitted by Right	Utility Services (Minor)
Permitted with Limitations	Utility Services (Intermediate), Wireless Transmission Facility (≤40' tall)

Temporary Uses	Sec. 5.08.010
Permitted with Limitations	Seasonal Product Sales, Concrete Products, Construction Field Office, Construction Staging (off-site), Parking lot (temporary), Portable Classrooms, Residential Sales Office/Model Homes

Dimensional Standards: Sec. 6.02.050	
Minimum Lot Width	45 ft
Minimum Lot Size	5,500 sq. ft
Minimum Corner Lot Width	55 ft
Front setback	20 ft
Side Setback	6 ft
Side/Rear Street Setback	15 ft
Unloaded Street Setback	20 ft
Rear Setback	10 ft
Street Facing Garage Setback	25 ft
Maximum Building Height	35 ft
Maximum Impervious Cover – Sec. 11.02	45%
Bufferyard: UDC Sec. 8.04.06	-
Landscaping: UDC Sec. 8.01	-
Tree Preservation and Protection – Sec. 8.02.	-

The full UDC document can be found online at udc.georgetown.org. More information on all uses and any applicable limitations can be found in UDC Chapter 5. Definitions of all uses can be found in UDC Chapter 16.
planning@georgetown.org | (512) 930-3575

To: City of Georgetown Planning Department

300-1 Industrial Avenue

Georgetown, TX 78626

Subject: Letter of Intent – Rezoning Request for 901 N Church St, Georgetown, TX 78626
From C-3(Local Commercial) to RS (Residential Single-Family)

Dear Planning Department,

I am submitting this Letter of Intent to request a zoning change for the property located at **901 N Church Street, Georgetown, TX 78626**. The property is currently zoned **C-1 (Local Commercial)**, and I am requesting to rezone it to **RS (Residential Single-Family)** to better align with the existing use and surrounding neighborhood character.

1. Existing and Proposed Zoning Districts

- **Existing Zoning:** C-1 (Local Commercial)
- **Proposed Zoning:** RS (Residential Single-Family)

2. Future Land Use Designation

According to the City of Georgetown's **Future Land Use (FLU) Map**, the property lies within the **Neighborhood** land use designation, which supports low-density residential development consistent with the surrounding area.

3. Acreage of Property

The total acreage of the property to be rezoned is approximately **0.17 acres** (per Williamson County Appraisal District records).

4. Justification and Consistency with the 2030 Comprehensive Plan

The proposed rezoning is consistent with the **City of Georgetown 2030 Comprehensive Plan**, which encourages preservation of existing neighborhoods and supports compatible infill that maintains community character. Specifically, the following goals and policies apply:

- **Growth and Development Goal 1:** Encourage development and redevelopment that is compatible with the existing character of Georgetown's neighborhoods.
- **Housing and Neighborhoods Goal 2:** Support diverse housing opportunities that meet the needs of current and future residents while maintaining neighborhood integrity.

- **Land Use and Urban Design Goal 3:** Promote cohesive development patterns that balance residential and commercial land uses and ensure logical transitions between zoning districts.

Rezoning the property from C-3 to RS will bring it into alignment with the surrounding single-family homes and prevent commercial encroachment into an established residential block. This change preserves the historic and residential character of the neighborhood, consistent with the City's vision for sustainable, context-sensitive development.

5. Roads and Utilities

The property is located on **N Church Street**, which is an existing local roadway maintained by the City. All necessary utilities, including water, wastewater, and electric services, are currently available and connected to the property. No new infrastructure extensions are required to serve the existing single-family home.

6. Existing Structures and Conceptual Site Layout

The property contains an existing single-family home that will be **retained and maintained** in its current use. No exterior expansion or redevelopment is proposed at this time. The home meets applicable RS district development standards for lot size, setbacks, and building height. The proposed zoning change will not create any legal nonconformities under UDC Chapter 14.

7. Compliance with Approval Criteria

This request meets the criteria outlined in **UDC Section 3.06.030 (Rezoning)** as follows:

- **Consistency with the Comprehensive Plan:** The request aligns with the 2030 Plan's goals for neighborhood preservation and appropriate land use transitions.
- **Compatibility with Surrounding Uses:** Adjacent properties are primarily residential; the proposed zoning is compatible and less intense than the existing commercial designation.
- **Adequate Public Facilities:** All utilities and roadways necessary to serve the site already exist.
- **No Adverse Impact:** The rezoning will not adversely affect nearby properties and will enhance neighborhood cohesiveness.

Sections **3.06.050 (Overlay Districts)** and **3.06.060 (Historic Overlay Districts)** are **not applicable** to this request, as the property is not within an overlay or historic district.

8. Conclusion

Rezoning 901 N Church Street from C-3 to RS is a logical and appropriate change that reflects the existing use, supports the goals of the City's 2030 Comprehensive Plan, and maintains the residential integrity of the neighborhood. We respectfully request favorable consideration of this rezoning application.

Thank you for your time and consideration. Please feel free to contact me with any questions or to schedule a site visit.

Sincerely,
Yazmin Melero
Owner, 901 N Church St

GEORGETOWN
TEXAS

RECEIVED
DEC 29 REC'D
CITY OF GEORGETOWN
PLANNING DEPARTMENT

CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

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

Project Name/Address: Rezoning/901 N CHURCH ST

Project Case #: 2025-9-REZ P&Z Date: 1/6/2026 Case Manager: Matt Skawin

Name of Respondent: Jessica Manson Jessica Manson
(Please print name)

Signature of Respondent: Jessica Manson
(Signature required for protest)

Address of Respondent: 802 N. Maple St. Georgetown TX 78626
(Address required for protest)

I am in FAVOR: to Res: RS I OBJECT: _____

Additional Comments:
About time thanks!

"Written comments may be sent to City of Georgetown Planning Department, P. O. Box 409, Georgetown, Texas 78627. Emailed comments may be sent to planning@georgetowntexas.gov. Any such comments may be presented to the Commission. Please note the deadline to submit public comments is by **5:00pm four business days prior to the Planning and Zoning meeting.** Comments received after this time frame will still be included in the tally count, however, will not be included in the staff report for this agenda item. If you have questions or concerns, please contact your case manager directly."

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING PART OF THE OFFICIAL ZONING MAP TO REZONE 0.215 OF ONE ACRE OF THE N. PORTER SURVEY, ABSTRACT NO. 497, IN WILLIAMSON COUNTY, TEXAS, GENERALLY LOCATED AT 901 NORTH CHURCH STREET, FROM GENERAL COMMERCIAL (C-3) TO RESIDENTIAL SINGLE-FAMILY (RS); REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

Being .215 of one acre of the N. Porter Survey, Abstract No. 497 in Williamson County, Texas, generally located at 901 North Church Street, as recorded in Document Number 2024000452 of the Official Public Records of Williamson County, Texas, hereinafter referred to as "The Property"; and

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

WHEREAS, the Planning and Zoning Commission, at a meeting on January 6, 2026, held the required public hearing and submitted a recommendation of approval to the City Council for the requested rezoning of the Property; and

WHEREAS, the City Council, at a meeting on January 27, 2026, held an additional public hearing prior to taking action on the requested rezoning of the Property.

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

Section 1. The meeting at which this ordinance was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. The City Council hereby finds that this Ordinance implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and further finds that the enactment of this Ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan and the City's Unified Development Code.

Section 4. The Official Zoning Map, as well as the Zoning District classification for the Property is hereby amended from the General Commercial (C-3) to the Residential Single-family (RS), in accordance with the attached ***Exhibit A*** (Location Map) and ***Exhibit B*** (Legal Description) and incorporated herein by reference.

Section 5. All ordinances or resolutions that conflict with the provisions of this ordinance are hereby repealed, and all other ordinances or resolutions of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 6. If any provision of this ordinance, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 7. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect immediately in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the _____of _____, 2026

PASSED AND APPROVED on Second Reading on the _____ of _____, 2026.

CITY OF GEORGETOWN, TEXAS

_____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A

GEORGETOWN
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more than welcome

Location

2025-9-REZ

Exhibit #1

Site
Parcels

N

0 100 200 Feet

EXHIBIT B

PREMIER SURVEYING LLC

5700 W. Plano Parkway, Suite 1200
Plano, Texas 75093
972-612-3601
Fax: 972-964-7021

Exhibit "A"
(901 N. CHURCH STREET)

BEING 0.215 OF ONE ACRE OF THE N. PORTER SURVEY, ABSTRACT NO. 497, IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN DEED TO EMERALD EQUITY HOLDINGS, LLC AS RECORDED IN DOCUMENT NO. 2024000452, OFFICIAL PROPERTY RECORDS, WILLIAMSON, COUNTY, TEXAS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 1/2-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID EMERALD EQUITY HOLDINGS LLC TRACT, THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO BROOKWOOD IN GEORGETOWN VOCATIONAL AS RECORDED IN DOCUMENT NO. 2014101091, SAID OFFICIAL PUBLIC RECORDS, SAID IRON ROD BEING ON THE EAST LINE OF N. CHURCH STREET;

THENCE NORTH 86° 52' 15" EAST ALONG THE COMMON LINE OF SAID TRACTS, A DISTANCE OF 125.00 FEET TO A 1/2-INCH IRON ROD SET AT THE NORTHEAST CORNER OF SAID EMERALD EQUITY HOLDINGS, LLC TRACT, THE SOUTHEAST CORNER OF SAID BROOKWOOD IN GEORGETOWN VOCATIONAL TRACT, AND BEING ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO BROOKWOOD IN GEORGETOWN VOCATIONAL AS RECORDED IN DOCUMENT NO. 2017031901, SAID OFFICIAL PUBLIC RECORDS;

THENCE SOUTH 01° 49' 49" EAST, ALONG SAID WEST LINE OF BROOKWOOD IN GEORGETOWN VOCATIONAL, A DISTANCE OF 75.00 FEET TO A 1/2-INCH IRON ROD SET AT THE SOUTHEAST CORNER OF SAID EMERALD EQUITY HOLDINGS, LLC. TRACT, THE SOUTHWEST CORNER OF SAID BROOKWOOD IN GEORGETOWN VOCATIONAL TRACT, AND BEING ON THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO BROOKWOOD GEORGETOWN VOCATIONAL AS RECORDED IN DOCUMENT NO. 2016016331, SAID OFFICIAL PUBLIC RECORDS;

THENCE SOUTH 86° 52' 15" WEST, ALONG SAID NORTH LINE, PASSING THE NORTHWEST CORNER OF SAID TRACT AT A DISTANCE OF 27.82 FEET, AND CONTINUING ALONG THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO WALLACE E. HAY AND WIFE, MAGDALENA HAY AS RECORDED IN VOLUME 820, PG. 751, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, A DISTANCE OF 125.06 FEET TO A ½-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF AFORESAID EMERALD EQUITY HOLDINGS, LLC TRACT, THE NORTHWEST CORNER OF SAID HAY TRACT, SAID IRON ROD FOUND ALSO BEING ON THE AFORESAID EAST LINE OF N. CHURCH STREET;

THENCE NORTH 01° 47' 00" WEST, ALONG SAID EAST LINE, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 9,375 SQUARE FEET OR 0.215 OF ONE ACRE OF LAND.

Survey Plat of even date attached hereto and made a part hereof.

Date: 05/15/2025

City of Georgetown, Texas
City Council
February 10, 2026

SUBJECT:
Second Reading - Fourth Amendment to Development Agreement for Parkside on the River

SUGGESTED ACTION:
Second Reading of an Ordinance amending Ordinance numbers 2019-69, 2020-84, 2021-40, 2024-18 approving the Fourth Amendment to the Development Agreement for Parkside on the River Subdivision -- Nick Woolery, Assistant City Manager

ITEM SUMMARY:
This item relates to the Parkside on the River Subdivision. Effective November 19, 2019 the City, HM Parkside LP and HM CR 176-2243, LP entered into a Development Agreement pertaining to the Parkside on the River Subdivision (the "Original Agreement"). The Original Agreement has been amended by the "First Amendment to and Partial Assignment of Development Agreement Parkside on the River Subdivision (the "First Amendment") dated effective December 8, 2020, by the "Second Amendment to Development Agreement Parkside on the River Subdivision" (the "Second Amendment") dated effective May 25, 2021, and by the "Third Amendment to Development Agreement Parkside on the River Subdivision (the "Third Amendment") dated effective April 9, 2025. The history of this project is detailed in the RECITALS section of the attached Fourth Amendment.

This item is a public hearing and consideration of an Ordinance that would adopt the "Fourth Amendment Development Agreement Parkside on the River" ("Fourth Amendment"). The revisions address the addition of the so-called "Dufner Tract" into the project, revise tree preservation standards, and make other conforming changes of that tract. The "Dufner Tract" is a 40.2 acre tract of land located north of FM 2243.

The Developer intends to develop the tract as part of its ongoing project known as the Parkside on the River Subdivision. The Developer desires make the tract subject to the terms of the Development Agreement and the Consent Agreement. (The addition of the tract to the Consent Agreement is a separate agenda item.)

Summary of Amendments:
A. Adds the so-called "Dufner Tract" into the Development Agreement
B. Includes a Land Use Plan for the "Dufner Tract"
C. Addresses Entry Roadway on the "Dufner Tract"
D. Addresses "Dufner Tract" Trail.
E. Allows Payment-in-Lieu of Parkland Dedication.
F. Addresses Tree Preservation Requirements for the "Dufner Tract"
G. Addresses Water Line Gate Valve Installation on the "Dufner Tract"

FINANCIAL IMPACT:
None at this time as there is no request for an increase in bonding capacity.

SUBMITTED BY:
Cresta Lyons, City Manager's Office

ATTACHMENTS:
ORD - 4th Amend to Parkside DA with exhibits.pdf
Presentation - Parkside on the River 2025.01.27.pdf

ORDINANCE NO._____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING ORDINANCE NOS. 2019-69, 2020-84, 2021-40, and 2024-18 AND APPROVING A FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT FOR PARKSIDE ON THE RIVER SUBDIVISION," REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS

WHEREAS, on October 8, 2019, by City Council Ordinance No. 2019- 69, the City Council approved the "Development Agreement for Parkside on the River Subdivision" dated to be effective on November 19, 2020, and recorded under Document No. 2019117441, Official Public Records of Williamson County, Texas (the "Original Development Agreement") pertaining to land referred to in the Original Development Agreement as the Remainder Tract and the 2243 Acre Tract.

WHEREAS, on December 8, 2020, by City Council Ordinance No. 2020- 84, the City Council approved the " First Amendment to and Partial Assignment of Development Agreement for Parkside on the River" dated effective December 8, 2020 and recorded under Document No. 2020162167, Official Public Records of Williamson County, Texas, (the "First Amendment") to, among other things, address changed circumstances relating to School Tract and the Fire Station Tract.

WHEREAS, on May 25, 2021, by City Council Ordinance No. 2021-40, the City Council approved the "Second Amendment to Development Agreement Parkside on the River Subdivision," dated effective May 25, 2021, and recorded under Document No. 2021082512 Official Public Records of Williamson County, Texas, to add the GP II Property (therein defined) and HM GPII, LP to the Development Agreement (the "Second Amendment").

WHEREAS, on April 9, 2024, by City Council Ordinance No. 2024-18, the City Council approved the "Third Amendment to Development Agreement Parkside on the River Subdivision, dated effective April 9, 2025, and recorded under Document No. 2024031828 Official Public Records of Williamson County, Texas, to add the so-called "Leader ETJ Tract" (therein defined) to the Development Agreement (the "Third Amendment").

WHEREAS, the Parkside Parties to the Development Agreement now desire to add the "Dufner Tract" into the Development Agreement, revise tree preservation standards, and make other conforming changes as set forth in the Fourth Amendment to Development Agreement Parkside on the River Subdivision attached hereto as ***Attachment 1*** to this Ordinance (the "Fourth Amendment").

WHEREAS, the City Council of the City of Georgetown finds that it has the authority to approve the Fourth Amendment to Development Agreement for Parkside on the River pursuant to Section 212. 172 of the Texas Local Government Code.

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

1. The meeting at which this Ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

2. The City Council hereby finds that the foregoing recitals are true and correct, and the recitals are hereby incorporated into this Ordinance by reference for all purposes as set forth in full. The City Council hereby finds that this Ordinance compliance with the Vision Statement of the City of Georgetown 2030 Comprehensive Plan.

3. The Fourth Amendment to Development Agreement Parkside on the River Subdivision in substantially the form attached hereto as ***Attachment 1*** is approved by the City Council and incorporated into this Ordinance for all purposes by this reference.

4. If any provision of this Ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

5. The Mayor is authorized to sign this Ordinance and the Fourth Amendment to Development Agreement Parkside on the River Subdivision in substantially the form attached hereto as ***Attachment 1***, and the City Secretary is authorized to attest.

6. This Ordinance and the Fourth Amendment to Development Agreement Parkside on the River will become effective in accordance with the terms and conditions stated in the Fourth Amendment to Development Agreement Parkside on the River Subdivision, and the City Charter.

Attachment List:
Attachment 1 - Fourth Amendment to Development Agreement Parkside on the River Subdivision (including all exhibits and schedules)

PASSED AND APPROVED ON FIRST READING on the_____ day of _____, 2026.

PASSED AND APPROVED ON SECOND READING on the on the_____ day of _____, 2026.

CITY OF GEORGETOWN, TEXAS

By:_____
Printed Name:__Josh Schroeder_____
Title:_____Mayor_____

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:_____
Skye Masson, City Attorney

STATE OF TEXAS	§	**FOURTH AMENDMENT TO**
	§	**DEVELOPMENT AGREEMENT**
COUNTY OF WILLIAMSON	§	
	§	**PARKSIDE ON THE RIVER**
CITY OF GEORGETOWN	§	**SUBDIVISION**

This FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT ("*Fourth Amendment*") is entered into by and between the City of Georgetown, Texas, a Texas home-rule municipality located in Williamson County, Texas ("*City*"), HM Parkside, LP, a Texas limited partnership ("*HM Parkside*" or "*Primary Owner*"), HM Parkside Development, Inc., a Texas corporation affiliated with Primary Owner ("*HMPK Development*"), HM GPII, LP, a Texas limited partnership affiliated with Primary Owner ("*HM GPII*"), HM 2243 Development, Inc., a Texas corporation ("*HM 2243*"), and HM GPII Development, Inc., a Texas corporation ("*HM GPII Development*").

I. RECITALS:

A. City, HM Parkside (as Primary Owner), and HM CR 176-2243, LP, a Texas limited partnership affiliated with Primary Owner ("*HM-CR*"; also referred to as "*Affiliated LP*") entered into the Development Agreement Parkside on the River Subdivision (the "*Original Development Agreement*"), dated as of November 19, 2019, and recorded under Document No. 2019117041, Official Public Records of Williamson County, Texas with respect to the original Property (defined in the Original Development Agreement).

B. City, HM Parkside, HM-CR, and HMPK Development entered into a First Amendment to and Partial Assignment of Development Agreement Parkside on the River Subdivision (the "*First Amendment*") dated as of December 8, 2020, and recorded under Document No. 2020162167, Official Public Records of Williamson County, Texas. The First Amendment amends the Original Development Agreement and acknowledges the conveyance by HM Parkside to HMPK Development of certain land described in Assumption Special Warranty Deed recorded under Document No. 2020068300, Official Public Records of Williamson County, Texas, and referred to as the "*Initial HM Development Property*" herein and in the First Amendment and the assignment by HM Parkside to HMPK Development of HM Parkside's interest in the Development Agreement and the Second A&R Consent Agreement (defined in Recital K below) as they related to the Initial HM Development Property by Partial Assignment and Assumption Agreements recorded in the Official Public Records of Williamson County, Texas

as Document Nos. 2020141874 as to the Development Agreement and 2020073238 as to the Second A&R Consent Agreement.

C. City, HM Parkside, HM-CR, HMPK Development, and HM GPII entered into a Second Amendment to Development Agreement Parkside on the River Subdivision (the "*Second Amendment*") dated as of May 25, 2021, and recorded under Document No. 2021082512, Official Public Records of Williamson County, Texas, which added certain land described therein and referred to as the "*GP II Property*" to the Property covered by the Original Development Agreement, as modified by the First Amendment, and further modified the Original Development Agreement as set forth therein.

D. By Assignment and Assumption Agreement Development Agreement Parkside on the River Subdivision dated as of December 15, 2021 and recorded under Document No. 2021190022, Official Public Records of Williamson County, Texas, HM-CR assigned to HM 2243 all of its interest in and to the Original Development Agreement, First Amendment and Second Amendment in connection with the conveyance to HM 2243 of the 2243 South Tract, as defined and described in the Original Development Agreement (save and except certain land conveyed to Williamson County as right of way) and of the Leander ETJ Tract, as defined and described in the Original Development Agreement, so that references in the Original Development Agreement to "*Affiliated LP*" now mean and refer to HM 2243. HM-CR concurrently assigned all its interest in the Second A&R Consent Agreement to HM 2243 by Assignment and Assumption Agreement dated as of December 15, 2021 and recorded under Document No. 2021190025, Official Public Records of Williamson County, Texas.

E. By Partial Assignment and Assumption Agreement dated as of December 28, 2021 and recorded under Document No. 2021195623, Official Public Records of Williamson County, Texas, HM Parkside assigned its interest in and to the Original Development Agreement, First Amendment, and Second Amendment to HMPK Development as to certain land described therein and referred to as the "*2nd HM Development Property*" (so referred to herein). HM Parkside concurrently assigned to HMPK Development its interest in and to the Second A&R Consent Agreement as to the 2nd HM Development Property by Partial Assignment and Assumption Agreement recorded under Document No. 2021195619, Official Public Records of Williamson County, Texas.

F. By Partial Assignment and Assumption Agreement dated as of March 1, 2024 and recorded under Document No. 2024015946, Official Public Records of Williamson County, Texas, HM Parkside assigned its interest in and to the Original

Development Agreement, First Amendment and Second Amendment to HMPK Development as to certain land described therein and referred to as the "*3rd HM Development Property*" (so referred to herein). HM Parkside concurrently assigned to HMPK Development its interest in and to the Second A&R Consent Agreement as to the 3rd HM Development Property by Partial Assignment and Assumption Agreement recorded under Document No. 2024015951, Official Public Records of Williamson County, Texas.

G. City, HM Parkside, HM 2243, HMPK Development, and HM GPII entered into a Third Amendment to Development Agreement Parkside on the River Subdivision (the "*Third Amendment*") dated as of April 10, 2024, and recorded under Document No. 2024031828, Official Public Records of Williamson County, Texas, which added the Leander ETJ Tract to the Original Development Agreement, as modified by the First Amendment and the Second Amendment.

H. On September 6, 2024, HM GPII conveyed to HM GP II Development 33.38 acres (the "*1st GPII Development Property*") out of the "47-Acre Tract" (as described and so referred to in the Second Amendment) via Special Warranty Deed recorded in the Official Public Records of Williamson County, Texas as Document No. 2024071340, and simultaneously assigned its interest in the Development Agreement and the Second A&R Consent Agreement as they relate to the 1st GPII Development Property to HM GPII Development by Partial Assignment and Assumption Agreements recorded in the Official Public Records of Williamson County, Texas as Document Nos. 2024071341 as to the Development Agreement and 2024071342 as to the Second A&R Consent Agreement.

I. On June 3, 2025, HM GPII conveyed to HM GP II Development 141.19 acres (the "*2nd GPII Development Property*") out of the "314 Acre Tract" (described and so referred to in the Second Amendment) via Special Warranty Deed recorded in the Official Public Records of Williamson County, Texas as Document No. 2025042999, and simultaneously assigned its interest in the Development Agreement and the Second A&R Consent Agreement as they relate to the 2nd GPII Development Property to HM GPII Development by Partial Assignment and Assumption Agreements recorded in the Official Public Records of Williamson County, Texas as Document Nos. 2025043001 as to the Development Agreement and 2025043000 as to the Second A&R Consent Agreement.

J. City, HM Parkside, HMPK Development, HM GP II, HM 2243, and HM GPII Development now wish to further amend the Original Development Agreement, as modified by the First Amendment, the Second Amendment, and the Third Amendment, as set out below to, among other things, add the Dufner Tract into

the Development Agreement, the Property, and the Project, establish the land use plan and other development and roadway requirements pertaining to the Dufner Tract, increase the number of acres in the Commercial Development Areas of the Project, provide for the construction of the Dufner Tract Trail, and make other changes related thereto.

K. By separate agreement, City, HM Parkside, HMPK Development, HM GPII, HM 2243, HM GPII Development, Williamson County Municipal Utility District No. 25, a municipal utility district created under Chapters 49 and 54 of the Texas Water Code (the "*District*" or "*WCMUD No. 25*"), Parkside on the River Municipal Utility District No. 1 ("*POR MUD No. 1*"), Parkside on the River Municipal Utility District No. 2 ("*POR MUD No. 2*"), and Parkside on the River Municipal Utility District No. 3 ("*POR MUD No. 3*") all of whom are also parties to that certain Second Amended and Restated Consent Agreement (the "*Second A&R Consent Agreement*"), dated as of October 17, 2019, and recorded under Document No. 2019117039, Official Public Records of Williamson County, Texas, as amended by the First Amendment to Second Amended and Restated Consent Agreement, dated as of June 8, 2021, and re-recorded under Document No. 2021086193 ("*First Amendment to Second A&R Consent Agreement*"), which added the GPII Property under Second A&R Consent Agreement and made other modifications, and as amended by the Second Amendment to Second Amended and Restated Consent Agreement, dated as of April 10, 2024, and recorded under Document No. 2024031829, Official Public Records of Williamson County, Texas, which added the Leander ETJ Tract into the Property and consented to the annexation of the Leander ETJ Tract into the boundaries of WCMUD No. 25.

L. By separate agreement, City, HM Parkside, HMPK Development, HM GPII, HM 2243, HM GP Development, WCMUD No. 25, POR MUD No. 1, POR MUD No. 2 and POR MUD No. 3 are amending the Second A&R Consent Agreement, as amended by the First Amendment to Second A&R Consent Agreement and the Second Amendment to Second A&R Consent Agreement (such agreement, the "*Third Amendment to Second A&R Consent Agreement*"), to confirm the dis-annexation of the Dufner Tract from the City limits, and allow the annexation of the Dufner Tract into POR MUD No. 1.

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City, HM Parkside, HMPK Development, HM GPII, HM 2243 and HM GPII Development hereby agree as follows:

II. AMENDMENTS

A. **Definitions.**

1 **New Definitions**. The following terms are added to the Definitions in Section 2.01:

"*Condominium*" has the meaning defined in the UDC.

"*Curb Extension Improvements*" means the improvements for intersection and mid-block curb extensions to be constructed by Owner at no cost to the City in the eight (8) locations shown on ***Exhibit J-9***. The Curb Extension Improvements shown in ***Exhibit J-9*** are located on the Dufner Tract and on the segment of Barton Oak Trail to be built on the Original Property from the west boundary of the Dufner Tract to its intersection with Greenview Parkway. The specifications for the curb extensions are stated in ***Exhibit J-9***.

"Dufner MF Area" means the area within the Dufner Tract labeled as "RDA/MF-1" on ***Exhibit F*** attached to the Fourth Amendment, or as "=/- 4.88 AC Townhome/Condo (MF)" on ***Exhibit H-3*** attached to the Fourth Amendment.

"Dufner SF Areas" means the areas within the Dufner Tract labeled as RDA/SF" on ***Exhibit F*** attached to the Fourth Amendment.

"Dufner Tract" means that certain 40.199 acres of land in the Joseph Thompson Survey, Abstract No. 608, Williamson County, Texas, being a portion of a 17.60-acre tract and a 22.599-acre tract, both conveyed to Elizabeth Ann Dufner in a gift deed dated February 7, 2014 and recorded in Document No. 2014063597 of the Official Public Records of Williamson County, Texas; said 40.199 acres being more particularly described by metes and bounds and sketch on the attached **Schedule 8.**

"*Dufner Tract Entry Road*" means the roadway providing access from RM 2243 to the Dufner Tract to be designed and constructed by Owner at no cost to the City in accordance with the Governing Regulations and this Agreement, including ***Exhibits J-2 and J-10.***

"*Dufner Tract Trail*" means the 10′ wide hike and bike trail to be built within the Open Space in the general location shown on the Open Space Plan attached to the Fourth Amendment as ***Exhibit H-1***, commencing at a point on the Dufner Tract near the intersection of the proposed extension of Sherry Oak Way and the proposed "Future Road" (shown on ***Exhibit H-3***), and extending into the Open Space north of the Dufner Tract to connect with a proposed native trail to be constructed along the path of the Barton Tributary wastewater line. The Dufner Tract Trail will be concrete in part and native trail, in part, as shown on ***Exhibit H-3***. The Dufner Tract Trail will be constructed by Owner at no cost to the City as a part of the Project's Open Space trail network contemplated in Section 3.08(b).

"*Residential Collector*" means roads built by Owner within the Property to the specifications shown on ***Exhibit J-10***. Residential Collector Roads will have a 68′ ROW.

"*RM 2243/Dufner Tract Entry Road Intersection*" means the intersection of the proposed Dufner Tract Entry Road and RM 2243.

"*Roadway Exhibit*" means ***Exhibit J-1***, ***Exhibit J-9*** and ***Exhibit J-10*** attached to this Fourth Amendment, ***Exhibits J-2 through Exhibit J-6*** attached to the Original Development Agreement, and ***Exhibit J-7*** and ***Exhibit J-8*** attached to the Third Amendment.

"*Third Amendment to Second A&R Consent Agreement*" means the Third Amendment to Second A&R Consent Agreement in the form attached as **Schedule 9** to the Fourth Amendment.

"*Townhouse*" has the meaning defined in the UDC.

"*New Tree Preservation Requirements*" means the provisions of Sections 8.01 and 8.02 of the City of Georgetown Unified Development Code (as set out in Exhibits "A" and "B" of City of Georgetown Ordinance 2025-54, respectively) in effect on the date of City Council approval of this Fourth Amendment, together with the review and approval provisions of Section 8.05 of the City of Georgetown Unified Development Code (as set out in Exhibit "C" of City of Georgetown Ordinance 2025-54) in effect on the date of City Council approval of this Fourth Amendment.

2 **Amended Definitions**. The following terms defined in Section 2.01 are repealed and replaced with the following:

"*Agreement*" means the Original Development Agreement (defined in Recital A to this Fourth Amendment), as amended by the First Amendment (defined in Recital B to this Fourth Amendment), the Second Amendment (defined in Recital C to this Fourth Amendment), the Third Amendment (defined in Recital D to this Fourth Amendment), and this Fourth Amendment.

"*Amended Consent Agreement*" means the Second A&R Consent Agreement (defined in Recital K to this Fourth Amendment), as amended by the First Amendment to Second A&R Consent Agreement (defined in Recital K to this Fourth Amendment), the Second Amendment to Second A&R Consent Agreement (defined in Recital K to this Fourth Amendment), and the Third Amendment to Second A&R Consent Agreement, dated on approximately even date herewith.

"*Land Use Plan*" means the land use plan attached to the Fourth Amendment as ***Exhibit F*.**

"*Open Space*" means all Parkland, the River Trail Parking Lot, HOA Parks (including the portions of the HOA Parks used for Amenity Centers) and land designated as "OS" or "Open Space" on the Open Space Plan and the Land Use Plan. The aggregate Open Space must contain at least 323 acres located on the Property.

"*Open Space Plan*" means the plan attached to the Fourth Amendment as ***Exhibit H-1***.

"*Owner*" means HM Parkside (also referred to as "Primary Owner") as to all the Remainder Property except the Initial HM Development Property, the 2nd HM Development Property and the 3rd HM Development Property; HMPK Development as to the Initial HM Development Property, the 2nd HM Development Property and the 3rd HM Development Property; HM 2243 (also referred to as "Affiliated LP" notwithstanding that HM 2243 is not a limited partnership) as to the 2243 South Tract and the Leander ETJ Tract; HM GPII as to all the GPII Property except the 1st GPII Development Property and the 2nd GPII Development Property; HM GPII Development as to the 1st GPII Development Property and the 2nd GPII Development

Property; and Primary Owner as to the Dufner Tract, and their respective permitted assigns under this Agreement, but does not include a Lender unless the Lender forecloses and elects to become a party to this Agreement as permitted by **Section 11.11(h)** and does not include an End Buyer. The terms Initial HM Development Property, 2nd HM Development Property, 3rd HM Development Property, 1st GPII Development Property and 2nd GPII Development Property have the meanings set out in the Recitals to the Fourth Amendment.

"*POR MUD No. 1*" means Parkside on the River Municipal Utility District No. 1, consisting of approximately 272.512 acres of land, as described and shown on **Schedule 6** attached to the Third Amendment, as more fully described in that certain "Order Granting the Petition for Creation of Parkside on the River Municipal Utility District No. 1" issued by the TCEQ on July 16, 2020; if approved by the POR MUD No. 1 Board of Directors, POR MUD No. 1 also will include the Dufner Tract as described and shown on **Schedule 8**.

"*Property*" means, collectively, the Remainder Property, the 2243 South Tract, the GPII Property, the Leander ETJ Tract, and the Dufner Tract. The area map of the Property is attached to this Fourth Amendment as ***Exhibit C***.

B. **Amendment to Section 3.01 and Exhibit F**. Section 3.01 and Exhibit F, pertaining to the Land Use Plan, are hereby repealed and replaced with the following:

"Section 3.01. Land Use Plan. The City hereby approves the Land Use Plan in the form attached as ***Exhibit F*** to this Fourth Amendment. Owner shall Develop the Project on the Property in conformance with the Land Use Plan and the Governing Regulations."

C. **Amendment to Add New Section 3.06(j).** Section 3.06(j), pertaining to the Dufner Tract Entry Road and the RM 2243/Dufner Tract Entry Road Intersection, is hereby added as follows:

"**Section 3.06. Roadways . . .**

. . .

(j). Dufner Tract Entry Road and RM 2243/Dufner Tract Entry Road Intersection. Owner agrees to design and build or cause to be designed and built, at no cost to the City, the Dufner Tract Entry Road as a

Residential Collector 68′ ROW roadway as shown on ***Exhibit J-10***from FM 2243 to proposed Barton Oak Trail, and as a Residential Local 50′ ROW roadway as shown on ***Exhibit J-2*** from proposed Barton Oak Trail to proposed Sherry Oak Way. Owner agrees that it shall design and build, or cause to be designed and built, at no cost to the City, intersection and roadway improvements at the RM 2243/ Dufner Tract Entry Road Intersection. The RM 2243/Dufner Tract Entry Road Intersection will be a right-in/right-out only intersection, with a maximum 12 foot wide deceleration lane parallelling and along the northern side of the existing RM 2243 right of way for a distance of 550 feet (as measured from the center of the RM 2243/Dufner Tract Entry Road Intersection) enabling a safe right turn from RM 2243 into the Dufner Tract.."

D. **Amendment to Add New Section 3.06(k).** Section 3.06(k), pertaining to Traffic Calming Improvements on the Dufner Tract, is hereby added as follows:

"**(k)**. **Curb Extension Improvements**. Owner shall design and build, or cause to be designed and built, the Curb Extension Improvements in the eight (8) areas shown on ***Exhibit J-9*** in conformance with the Governing Regulations and the specifications on ***Exhibit J-9***."

E. **Amendment to Add New Section 3.06(l).** New Section 3.06(l), pertaining to payment of a transportation fee, is hereby added as follows:

"(l). Transportation Fee. Owner agrees that it shall pay a supplemental transportation fee of $1,500 per each single-family Dwelling Unit located within the Dufner Tract only (no fee is payable for lots or units developed under Multifamily Development Standards and no fee is payable for Dwelling Units located on any other portion of the Property). Each supplemental transportation fee will be paid to the City at the time of building permit application or certificate of occupancy (as applicable) for such a single-family Dwelling Unit as consideration for the City's agreement to not require Owner to construct traffic signalization improvements at the RM 2243/Dufner Tract Entry Road Intersection under this Agreement."

F. **Amendment to Section 3.08.** Subsection 3.08 is hereby repealed and replaced with the following:

"Section 3.08 Trails, River Trail Parking Lot.

(a) Requirement to Construct and Install. Owner will Complete the River Trail, the Connecting Trail, and the River Trail Parking Lot on or before the Bridge Completion Deadline. Owner will Complete the GPII River Trail on or before the GPII River Trail Completion Deadline. Each of the GPII River Trail and the River Trail must meet the specifications set forth in ***Exhibit H-2***. Owner will install within the Parkland and in the River Trail Parking Lot waste or trash receptacles meeting City specifications in locations determined by the City's Director of Parks and Recreation, or her designee. The Connecting Trail must be ADA accessible (as modified by FSORAG). The City may accelerate the GPII River Trail Completion Deadline if, and only if, (a) the Bridge Completion Deadline has occurred and (b) the City (or another third party) Completes to the northwesternmost boundary of the GPII Parkland a trail substantially meeting the specifications set out in ***Exhibit H-2*** which provides continuous connectivity from the northwesternmost boundary of the GPII Parkland westward to Garey Park. If both such conditions are met, the City may (but is not obligated to) notify Owner in writing that the GPII River Trail Completion Deadline is accelerated, and upon Owner's receipt of such a notice, the GPII River Trail Completion Deadline will be 18 months from the date of the City's written notice of acceleration. Owner will complete the Dufner Tract Trail on or before the date that it Completes construction of that portion of "Future Road" on the Dufner Tract extending from its intersection with Sherry Oak Way northerly to a cul-de-sac, as shown on ***Exhibit H-3***.

(b) Trail Network. The Project will include trails within the Open Space in addition to the River Trail, the Connecting Trail, and the GPII River Trail. All trails within the Open Space are exempt from the requirements of Section 12.02 of the UDC. The trail network, which will include the Dufner Tract Trail, will provide access to the Parkland from the neighborhoods in the Residential Development Areas adjacent to the Parkland.

(c) Maintenance. Within 60 days after Completion of the River Trail, the Connecting Trail, and the River Trail Parking Lot, Owner (i) will transfer ownership of the River Trail and Connecting Trail improvements to the City or the City's designee for maintenance, and (ii) will transfer ownership

of the River Trail Parking Lot to an HOA and such HOA thereafter will maintain the River Trail Parking Lot. Within 60 days after Completion of the GPII River Trail, Owner will transfer ownership of the GPII River Trail improvements to the City or the City's designee for maintenance. Owner shall maintain the River Trail, the Connecting Trail, the River Trail Parking Lot and the GPII River Trail, until transferred to the City or an HOA, as applicable. All transfers of improvements under this **Section 3.08(c)** will include transfers of warranties, bonds, and guarantees associated with the transferred improvements, and the form of transfer or assignment and assumption agreement shall be subject to approval by the City, which shall not be unreasonably withheld. Owner shall maintain all other trails within the trail network until ownership of such trails is transferred to an HOA, and after ownership is so transferred the applicable HOA will maintain such trails.

(d) Joint Use Agreement. The City, HOA and Owner will enter into a joint use agreement granting the City nonexclusive rights to use the River Trail Parking Lot in support of the Parkland, River Trail, and Connecting Trail in common with Owner and the End Buyers within the Project. "

G. **Amendment to Section 4.01(d).** Subsection 4.01(d), pertaining to Multi Family Development Standards, is hereby repealed and replaced with the following:

"4.01 Residential Development Areas.

(d) Multifamily Development Restrictions and Standards.

(1) Master Metering Prohibited. Each Townhouse dwelling unit and each Condominium dwelling unit within the Dufner Tract must be connected to an individual water meter; no master-meters or meters serving more than one Townhouse or one Condominium dwelling unit are permitted.

(2) Special Provisions Related to Multifamily Development on the Dufner Tract. The Dufner MF Area will be contained within a single final plat, which will not be accepted or approved by the City unless and until vehicular access improvements complying with the requirements of the UDC and the City Fire Code and providing vehicular access to the Dufner MF Area are Completed. If private driveways are utilized for such access, the private driveways (i) must meet the design and construction

specifications of the UDC and City Fire Code pertaining to number of connections and design and construction requirements, (ii) must be included within the final plat of the Dufner MF Area, and (iii) must be owned, operated and maintained by the owner of the Dufner MF Area (or if applicable, a condominium association or property owner's association for the Dufner MF Area).

(3) Other Development Standards. The Multifamily Development Standards in ***Exhibit M-1***, as modified by Section 4.01(d)(1) and (2), apply to Multifamily Development in the Residential Development Areas."

H. **Amendment to Section 4.01(e)**. Section 4.01(e), pertaining to tree preservation in Residential Development Areas, is hereby repealed and replaced with the following**:**

"(e) Tree Preservation Standards**.**

(1) Complete Applications. For all applications that affect the development and use of the Property that were determined by the City's Planning Director (or authorized designee) to be complete before the effective date of this Fourth Amendment, the Tree Preservation Standards in ***Exhibit L*** attached to the Second Amendment and applicable to Residential Development Areas apply.

(2) Incomplete Applications. For all applications that affect the development and use of the Property that were filed but were not determined to be complete by the City's Planning Director (or authorized designee) before the effective date of this Fourth Amendment, the Tree Preservation Standards in ***Exhibit L*** attached to the Second Amendment and applicable to Residential Development Areas apply; provided however that Owner shall have the right to withdraw such an incomplete application and submit a new application (together with the application fee) conforming to the New Tree Preservation Requirements as to such application.

(3) New Applications. For all applications that affect the development and use of the Property that are filed with the City after the effective date of this Fourth Amendment, the New Tree Preservation Requirements shall apply."

I. **Amendment to Add New Section 4.01(h).** Subsection 4.01(h), pertaining to "Landscaping," is hereby added as follows:

"(h) Water Conservation Landscaping. Within the Dufner Tract only, installation of St. Augustine grass is prohibited, and Owner shall not install, or allow the installation of, St. Augustine grass on any portion of the Dufner Tract. Within the Dufner Tract only, installation of sod within a Lot side setback area ten feet (10′) or less in width is prohibited, and Owner shall not install, or allow the installation of, sod within Lot side setback areas that are ten feet (10′) or less in width."

J. **Amendment to Section 4.02.** The first sentence of Section 4.02, pertaining to "Commercial Development Areas," is hereby repealed and replaced with the following:

"4.02 **Commercial Development Areas**. Development of Commercial Development Areas shall meet the lot and dimensional standards contained in Section 7.03 of the UDC pertaining to areas zoned "C-3," the building and site design standards contained in Section 7.04 and Section 7.05 of the UDC pertaining to areas zoned "C-3", and the Non-Residential Standards of Chapter 8 of the UDC, as if the Project was in the City limits except as follows: ..."

K. **Amendment to Add New Section 4.02(h).** Subsection 4.02(h), pertaining to "Landscaping," is hereby added as follows:

"(h) Water Conservation Landscaping. Within the Dufner Tract only, installation of St. Augustine grass is prohibited, and Owner shall not install, or allow the installation of, St. Augustine grass on any portion of the Dufner Tract. Within the Dufner Tract only, installation of sod within a Lot side setback area ten feet (10′) or less in width is prohibited, and Owner shall not install, or allow the installation of, sod within Lot side setback areas that are ten feet (10′) or less in width."

L. **Amendment to Section 4.03(b)**. Section 4.03(b), pertaining to Stormwater Runoff, is hereby repealed and replaced with the following:

"Section 4.03. Stormwater Runoff

. . . .

(b) 2243 South Tract, GPII Property, Leander ETJ Tract, and Dufner Tract. A drainage report must be submitted with each preliminary plat application that includes land in the 2243 South Tract, the GP II Property, the Leander ETJ Tract, and/or the Dufner Tract prepared in conformance with Chapter 11.04 of the UDC."

M. **Amendment to Add New Section 4.04(c)**. Section 4.04(c), pertaining to Dufner Tract/Parkland Fee in Lieu, is hereby added:

"Section 4.04 Parkland

. . .

(c) Dufner Tract/Parkland Fee In Lieu. No dedication of parkland is required within the Dufner Tract; however, Owner shall construct the Dufner Tract Trail when and as required by the Fourth Amendment and shall pay a fee-in-lieu of dedicating parkland as follows:

i. "Dufner MF Area – The parkland dedication fee-in-lieu is waived. Fifty percent (50%) of the parkland development fee-in-lieu in effect at the time of site plan approval multiplied by the number of dwelling units shown on the site plan will be paid in full before and as a condition of site plan approval, it being agreed that the entire Dufner MF Area will be included on one site plan; and

ii. "Dufner SF Area – The parkland dedication fee-in-lieu is waived. Fifty percent (50%) of the parkland development fee-in-lieu in effect at the time of final plat approval multiplied by the number of Lots shown on each final plat for the Dufner SF Area will be paid in full before and as a condition of each final plat approval."

N. **Amendment to Section 5.01**. Section 5.01, pertaining to Construction of On-Site Facilities, is hereby repealed and replaced with the following:

"**Section 5.01 Construction of On-Site Facilities.**

(a) General. Owner shall design and build all On-Site Facilities necessary to serve the Property within Utility Easements or ROW in accordance with the Governing Regulations. The City may use the On-Site Facilities as part of the City's overall water and wastewater systems, but the City agrees such use will not impair the City's ability to serve the Property in conformance with the terms and conditions of this Agreement.

(b) Three Gate Valves Required. Owner shall install two (2) new sixteen-inch (16") gate valves on the City's existing sixteen-inch (16") water line on the north side of FM 2243 (RM 2243), and one (1) new gate valve on a new water line to be constructed by Owner extending from said existing sixteen-inch (16") water line into the Dufner Tract. In addition,

any water lines designed for or capable of reaching 100 PSI must have a dual-station, main line pressure reducing valve."

O. **Amendment to Section 9.01(a).** Section 9.01(a), pertaining to Impact Fees, is hereby repealed and replaced with the following:

"Section 9.01 Impact Fees; Allocation of Capacity

(a) Impact Fees. In consideration of the Former Owner's construction of the SSGI and Primary Owner's payment of the Off-site Capacity Payment, the Impact Fees payable by Owners and End Buyers within all of the Property ***except the GPII Property, the Leander ETJ Tract, and the Dufner Tract*** are (i) for water, the Water Impact Fee of $3,324.00 per SUE, and (ii) for wastewater, the Wastewater Impact Fee of $2,683.00 per SUE. The water impact fee per SUE and the wastewater impact fee per SUE will be assessed by the City and must be paid at the time of final plat approval as to each plat within the GPII Property, the Leander ETJ Tract, and the Dufner Tract, and the amount of such fees will be the amounts in effect per City Code of Ordinances Chapter 13.32, as said impact fees may be amended from time to time in accordance with the requirements of Chapter 395 of the Texas Local Government Code in the City Council's sole discretion. As portions of the GPII Property and the Remainder Tract are contiguous, if a final subdivision plat approved by applicable Governmental Authorities includes land out of both the GPII Property and the Remainder Tract, (a) Owner will identify as to each single family lot within such plat (i) whether the lot lies wholly the GPII Property, wholly the Remainder Tract, or partly within the GPII Property and partly within the Remainder Tract, and (ii) as to any lot that lies partly within the GPII Property and partly within the Remainder Tract (a "*Mixed Lot*"), the percentage of the area of the Mixed Lot consisting of GPII Property and the percentage of area of the Mixed Lot consisting of the Remainder Tract, (b) the impact fees assessed against each single family lot that lies wholly within the GPII Property will be the impact fees assessed against the GPII Property, (c) the impact fees assessed against each single family lot that lies wholly within the Remainder Tract will be the impact fees assessed against the Remainder Tract, and (d) the impact fees assessed against each Mixed Lot will be the impact fees assessed against the portion of the Property that is more than 50% of the area of such Mixed Lot (*e.g.*, if the Remainder Tract constitutes more than 50% of a Mixed Lot, that Mixed Lot will be assessed the same impact fees as are assessed within the Remainder Tract). For

clarity, the addition of the GP II Property, the Leander ETJ Tract, and the Dufner Tract into the "Property" does not increase Owner's maximum available capacity interest of water or wastewater SUEs under Section 6.01(c) and Section 6.02(b) of the Original Development Agreement, which remain at a maximum of 4,600 SUEs. Owner agrees that this agreement to allow the City to assess and collect Water Impact Fees, Wastewater Impact Fees, and impact fees calculated pursuant to Chapter 13.32 of the City Code of Ordinances (as applicable, per the terms of the Fourth Amendment) within the Property is authorized and enforceable under Section 395.018 of the Texas Local Government Code, and consent to the applicability of said Section 395.018."

III. Miscellaneous.

A. Effect of Recitals. The Parties agree that the Recitals in this Fourth Amendment are true and correct.

B. Defined Terms. Unless amended by this Fourth Amendment, capitalized terms used in this Fourth Amendment that are not otherwise defined shall have the meanings set forth in the Original Development Agreement, First Amendment, Second Amendment, or Third Amendment, as applicable.

C. Counterparts. This Fourth Amendment may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which, taken together, shall constitute one and the same instrument. The signature of any party hereto to any counterpart hereof shall be deemed a signature to, and may be appended to, any other counterpart hereof.

D. Effective Date: This Fourth Amendment will become effective if all of the following conditions are met before the date that is sixty (60) days after the City Council has approved this Fourth Amendment: (1) duly authorized representatives of the Parties have signed this Fourth Amendment, (2) Primary Owner or a Permitted Assignee acquires fee simple title to the Dufner Tract and provides a copy of the recorded deed evidencing such acquisition to the City, (3) the City Council approves an ordinance disannexing the Dufner Tract from the corporate boundaries of the City limits, and (4) the Dufner Tract is annexed into the boundaries of POR MUD No. 1. If any of the foregoing conditions are not met before the date that is sixty (60) days after the City Council approves this Fourth Amendment, this Amendment will automatically terminate and be null and void and have no force or effect.

E. Recording. This Fourth Amendment will be recorded in the Official Records of Williamson County, Texas by Primary Owner at Primary Owner's expense.

F. Exhibit List. The following Exhibits are made part of this Agreement by this reference.

Exhibit A -	Description of Remainder Property	Original Agreement
Exhibit B -	Description of 2243 South Tract	Original Agreement
Exhibit C -	Area Map	Fourth Amendment
Exhibit D -	Form of Second Amended and Restated Consent Agreement	Original Agreement
Exhibit E-1 -	Approved Form (for Water Transmission Line Easement)	Original Agreement
Exhibit E-2 -	Approved Form (for Utility Easements)	Original Agreement
Exhibit E-3 -	Approved Form (for Access Easements)	Original Agreement
Exhibit E-4 -	Approved Form (for License Agreement)	Original Agreement
Exhibit F	Land Use Plan	Fourth Amendment
Exhibit G-1 -	Multifamily Permitted Uses	Original Agreement
Exhibit G-2 -	Commercial, Civic and Temporary Permitted Uses	Original Agreement
Exhibit H-1 -	Open Space, Parkland, and Trails Plan	Fourth Amendment
Exhibit H-2 -	River Trail Specifications	Original Agreement
Exhibit H-3 -	Dufner Tract Trail Specifications	Fourth Amendment
Exhibit I-1 -	Permitted Exceptions	Second Amendment
Exhibit I-2 -	Use Exceptions (Fire Station)	Original Agreement
Exhibit J-1 -	Roadway and Connectivity Plan	Fourth Amendment
Exhibit J-2 -	Residential Local 50′ Roadway	Original Agreement
Exhibit J-3 -	Residential Local 60′ Roadway	Original Agreement
Exhibit J-4 -	Parkway B – Without Median	Original Agreement
Exhibit J-5 -	Parkway B – With Median	Original Agreement
Exhibit J-6 -	Parkside Parkway	Original Agreement
Exhibit J-7 -	Phasing Plan	Fourth Amendment
Exhibit J-8 -	Cypress Paul Street on Leander ETJ Tract	Third Amendment
Exhibit J-9 -	Dufner Tract Traffic Calming Extension	Fourth Amendment

	Locations and Specifications and Private Drive	
Exhibit J-10 -	Residential Collector Roadway	Fourth Amendment
Exhibit K-1 -	Entry Features	Original Agreement
Exhibit K-2 -	Marketing and Directional Signs	Second Amendment
Exhibit L -	Tree Preservation Standards	Second Amendment
Exhibit M-1 -	Residential Development Area Standards (SF and MF)	Original Agreement
Exhibit M-2 -	Residential Architectural Standards for SF	Original Agreement
Exhibit M-3 -	Commercial Development Area Standards	Original Agreement
Exhibit N -	Draw Procedure	Original Agreement
Exhibit O-1 -	Form of Traffic Fiscal Security	Original Agreement
Exhibit O-2 -	Form of Bridge Fiscal Security	Original Agreement
Schedule 1	GPII Property - 314 Acre Tract	Second Amendment
Schedule 2	GPII Property - 47 Acre Tract	Second Amendment
Schedule 3	First Amendment to Second Amended and Restated Consent Agreement	Second Amendment
Schedule 4	TCS Easement	Second Amendment
Schedule 5	Description of Leander ETJ Tract	Third Amendment
Schedule 6	Ultimate MUD Boundary Location Map	Fourth Amendment
Schedule 7	Second Amendment to Second Amended and Restated Consent Agreement	Third Amendment
Schedule 8	Description of Dufner Tract	Fourth Amendment
Schedule 9	Third Amendment to Second Amended and Restated Consent Agreement	Fourth Amendment

[Signature Pages to Follow]

CITY OF GEORGETOWN, TEXAS

By:_____
Printed Name: Josh Schroeder
Title: Mayor

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:_____
Skye Masson, City Attorney

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the_____ day of _____ 2026, by Josh Schroeder, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(seal)

_____
Notary Public State of Texas

HM PARKSIDE, LP, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation, its General Partner

By: _____
Blake J. Magee, President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Blake J. Magee, President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of HM PARKSIDE, LP, a Texas limited partnership, on behalf of said corporation and partnership.

(seal)

_____
Notary Public State of Texas

HM PARKSIDE DEVELOPMENT, INC., a Texas corporation

By: _____
Blake J. Magee, President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Blake J. Magee, President of HM PARKSIDE DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

(seal)

_____
Notary Public State of Texas

HM GPII, LP, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation, its General Partner

By: _____
Blake J. Magee, President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Blake J. Magee, President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of HM GPII, LP, a Texas limited partnership, on behalf of said corporation and partnership.

(seal)

_____
Notary Public State of Texas

HM 2243 DEVELOPMENT INC., a Texas corporation

By: _____
Blake J. Magee, President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Blake J. Magee, President of HM 2243 DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

(seal)

_____
Notary Public State of Texas

HM GPII DEVELOPMENT, INC., a Texas corporation

By: _____
Blake J. Magee, President

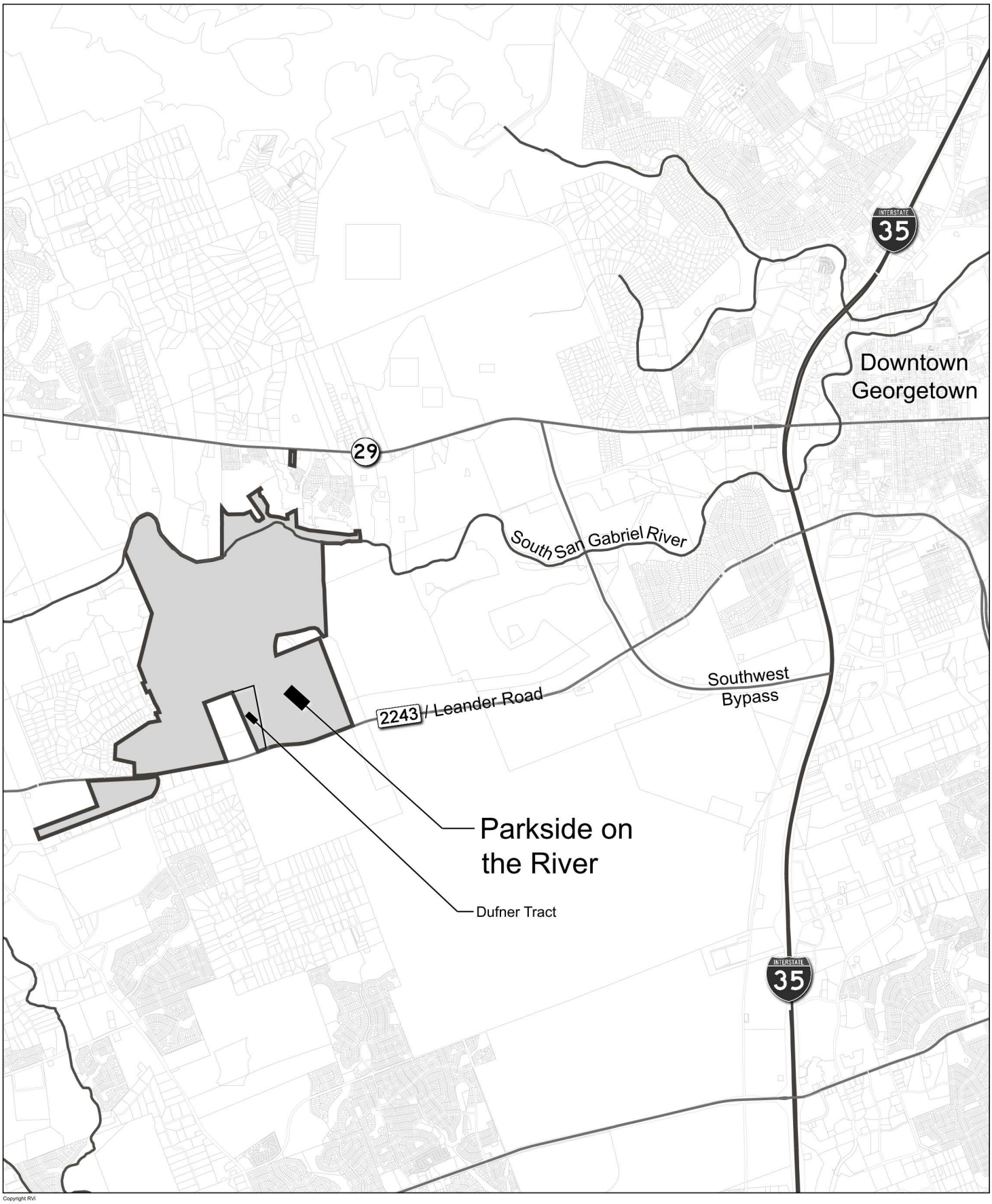
STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Blake J. Magee, President of HM GPII DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

(seal)

_____
Notary Public State of Texas

Exhibit C



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RVi
712 Congress Avenue
Suite 300
Austin, Texas 78701
Tel: 512.480.0032
www.rviplanning.com

PARKSIDE ON THE RIVER • **AREA MAP**

July 28, 2025

HANNA/MAGEE L.P.

0 Mile 1/2 Mile 1 Mile

Information furnished regarding this property if from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval

\\txaustfs\L\2019\19002466 - Parkside on the River\PUD\1. PUD Amendment\Area Map.dwg

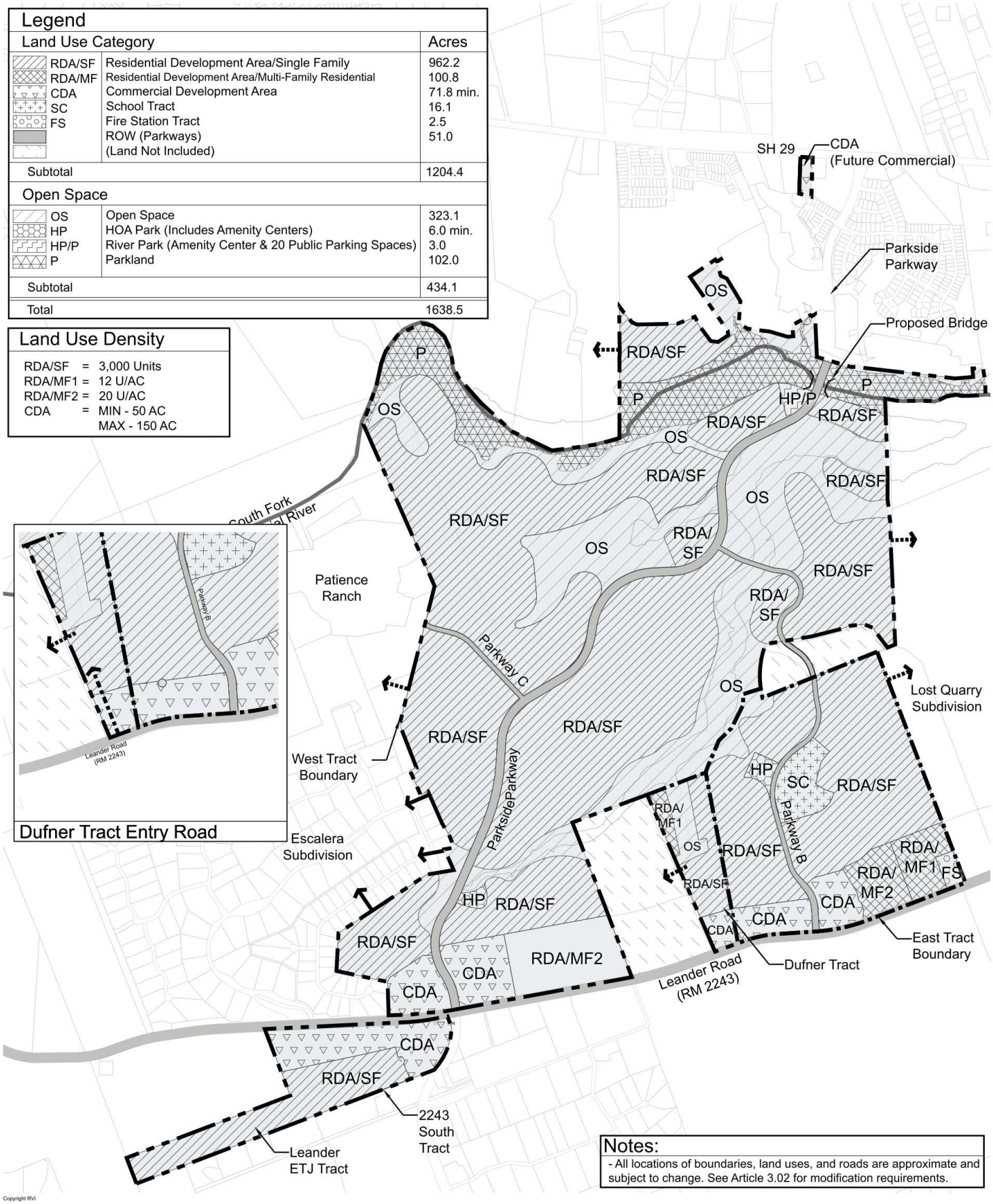
Exhibit F

Legend

Land Use Category		Acres
RDA/SF	Residential Development Area/Single Family	962.2
RDA/MF	Residential Development Area/Multi-Family Residential	100.8
CDA	Commercial Development Area	71.8 min.
SC	School Tract	16.1
FS	Fire Station Tract	2.5
	ROW (Parkways)	51.0
	(Land Not Included)	
Subtotal		1204.4
Open Space		
OS	Open Space	323.1
HP	HOA Park (Includes Amenity Centers)	6.0 min.
HP/P	River Park (Amenity Center & 20 Public Parking Spaces)	3.0
P	Parkland	102.0
Subtotal		434.1
Total		1638.5

Land Use Density

RDA/SF = 3,000 Units
RDA/MF1 = 12 U/AC
RDA/MF2 = 20 U/AC
CDA = MIN - 50 AC
MAX - 150 AC



Notes:

- All locations of boundaries, land uses, and roads are approximate and subject to change. See Article 3.02 for modification requirements.

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www.rviplanning.com

PARKSIDE ON THE RIVER • **LAND USE PLAN**

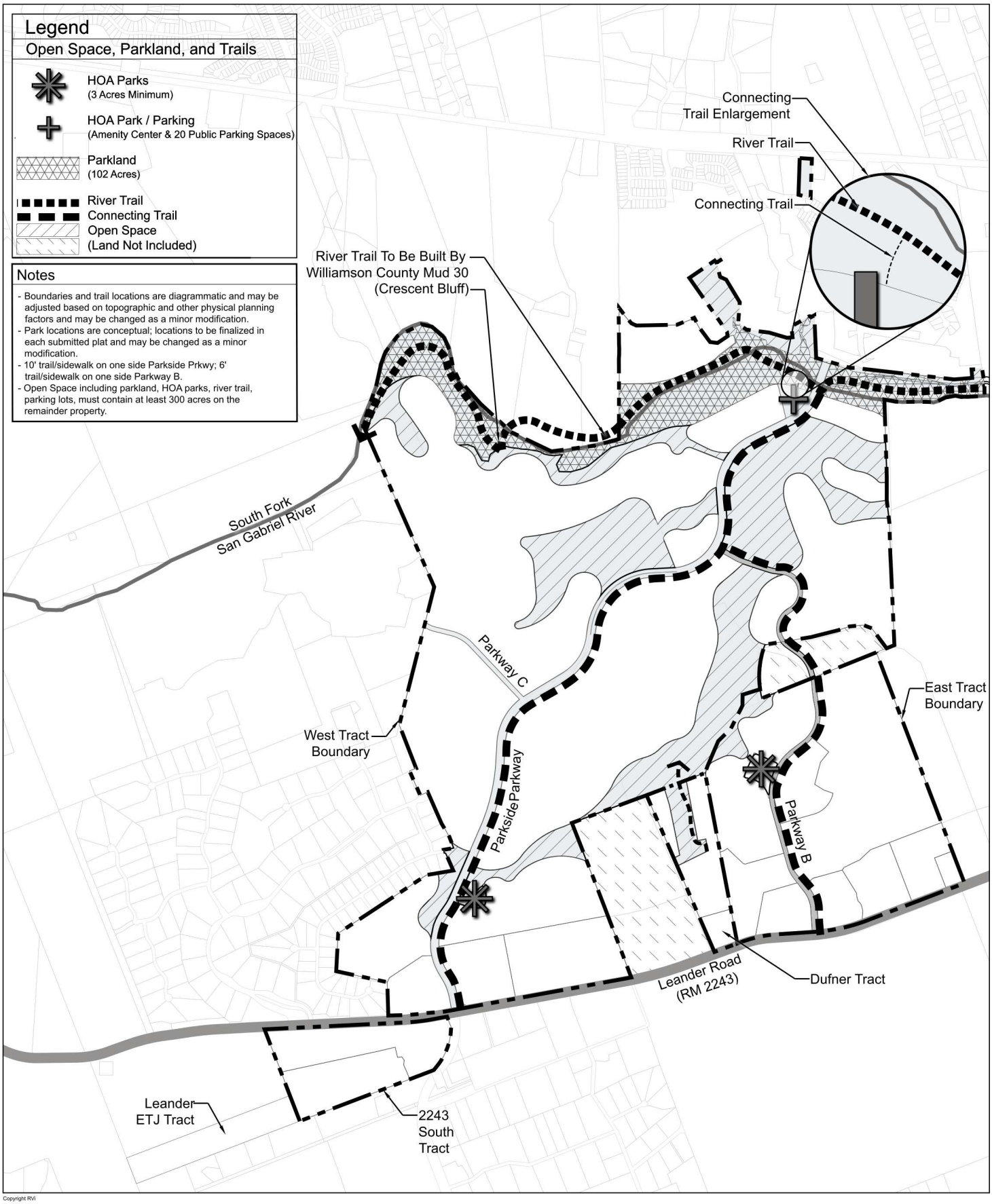
October 20, 2025

HANNA/MAGEE L.L.P.

0 1000' 2000'

Information furnished regarding this property if from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval
\\bxaus\fs\L\2019\190024466 - Parkside on the River\PUD\1. PUD Amendment\Concept Plan\Exhibit F.dwg

Exhibit H-1



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PARKSIDE ON THE RIVER • **OPEN SPACE, PARKLAND, AND TRAILS**

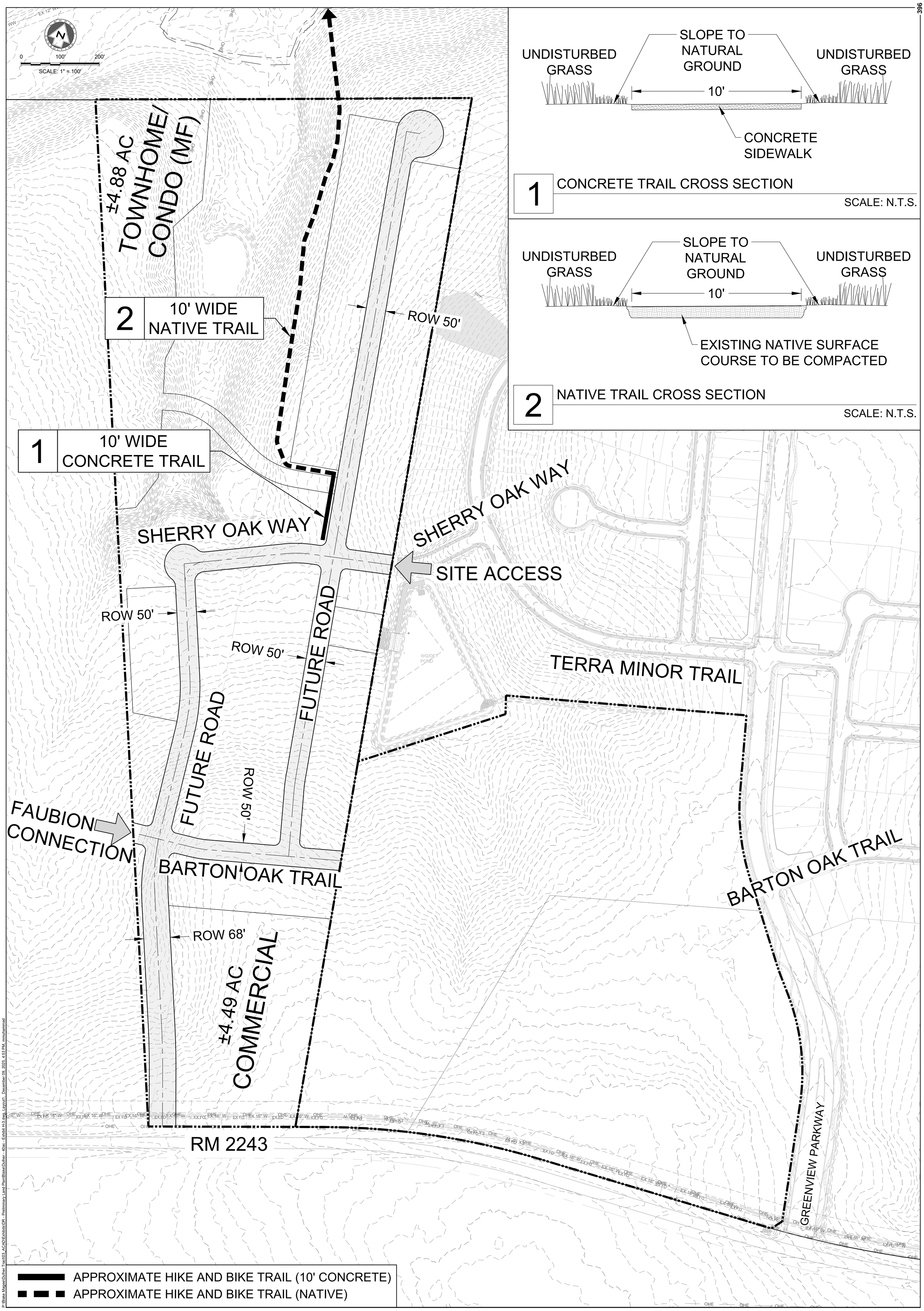
July 28, 2025

HANNA/MAGEE L.P.

0 1000' 2000'

Information furnished regarding this property if from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval

Y:\texas\fs\L\2019\19002466 - Parkside on the River\PUD\1. PUD Amendment\Open Space\Exhibit H-1.dwg



1 CONCRETE TRAIL CROSS SECTION

SCALE: N.T.S.

2 NATIVE TRAIL CROSS SECTION

SCALE: N.T.S.

DUFNER TRACT TRAIL SPECIFICATIONS
EXHIBIT H-3

CITY OF GEORGETOWN

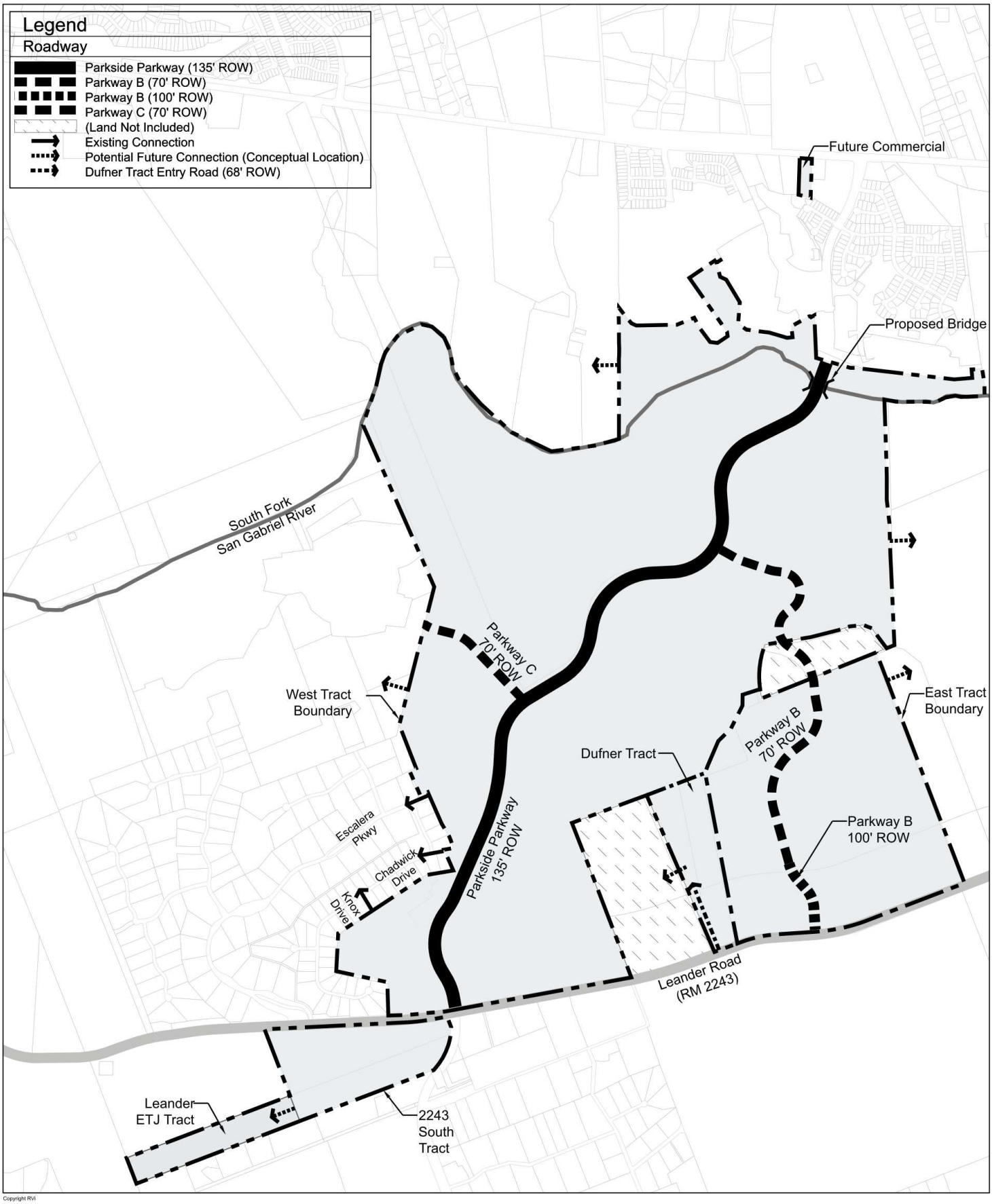
12/09/2025

HRGreen®
5508 HIGHWAY 290 WEST
SUITE 150
AUSTIN, TX 78735
512.872.6696
HRGREEN.COM

TBPE NO: 16384
TBPLS NO: 10194101

P:\Blake Magee\Dufner Tract\03_ACAD\Exhibits\DR - Preliminary Land Plan\Blake\Dufner - 40ac - Exhibit H-3.dwg, Layout1, December 09, 2025, 4:53 PM, mmuhammad

Exhibit J-1



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www.rviplanning.com

PARKSIDE ON THE RIVER • **ROADWAY AND CONNECTIVITY PLAN**

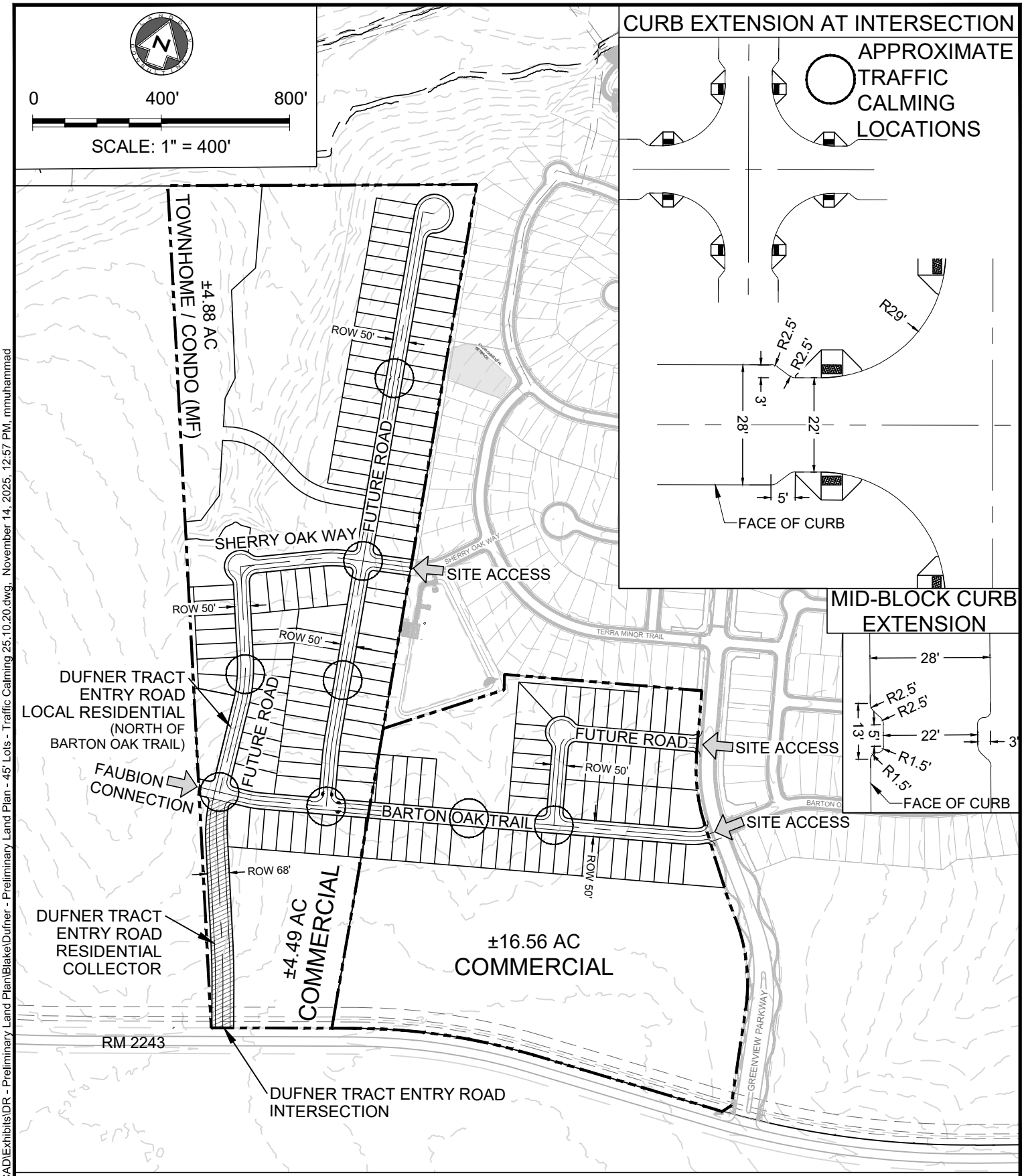
October 20, 2025

HANNA/MAGEE L.P.

0 1000' 2000'

Information furnished regarding this property if from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval

\\txaustfs\LJ2019\19002466 - Parkside on the River\PUD\1. PUD Amendment\Roadway Standards\Exhibit J-1.dwg



HRGreen.

DEVELOPMENT TX

5508 HIGHWAY 290 WEST
SUITE 150
AUSTIN, TX 78735
512.872.6696
HRGREEN.COM

TBPE NO: 16384
TBPLS NO: 10194101

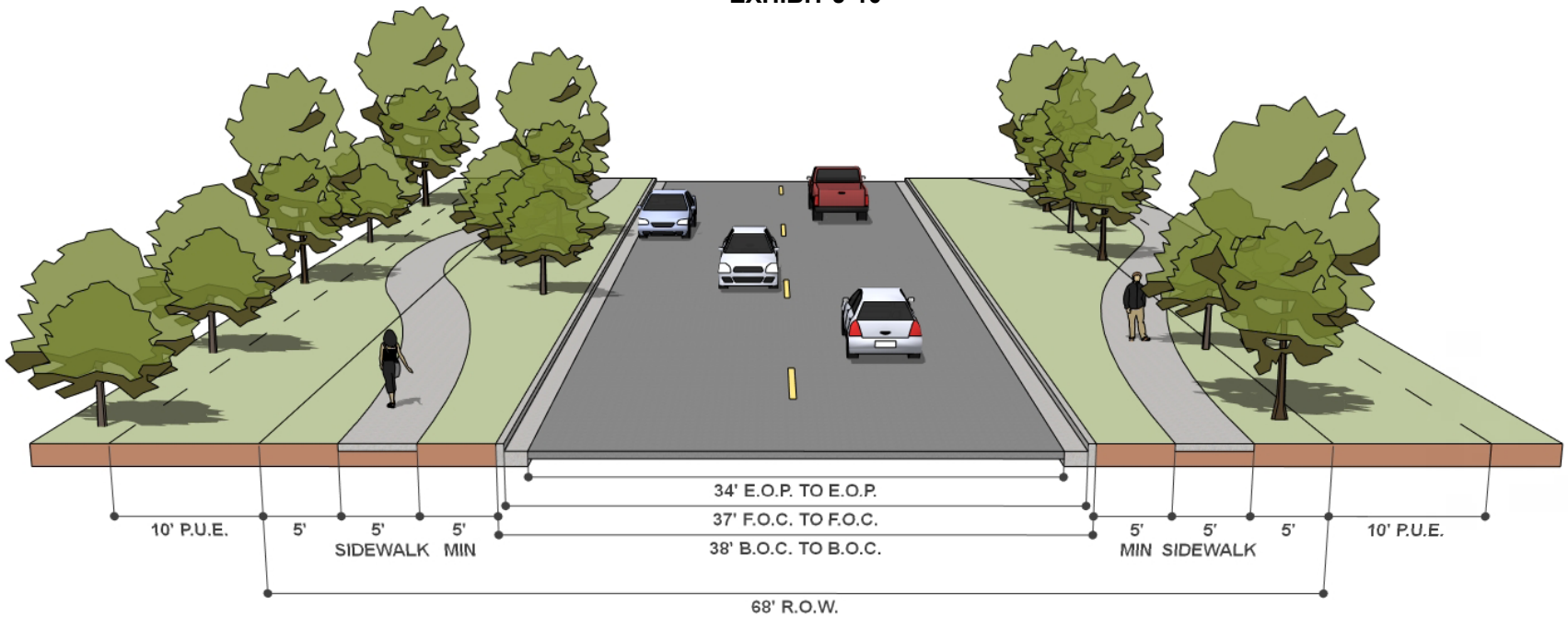
EXHIBIT J-9
DUFNER TRACT TRAFFIC CALMING EXTENSION LOCATIONS AND SPECIFICATIONS AND PRIVATE DRIVE

CITY OF GEORGETOWN

11/14/2025

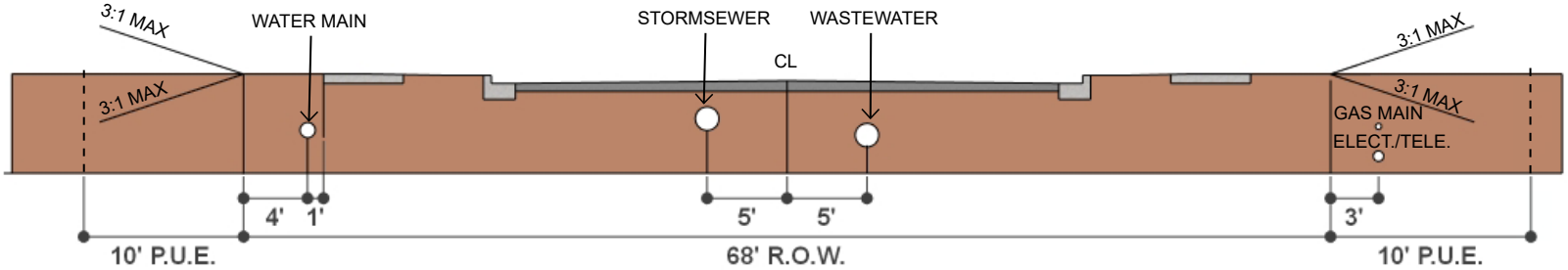
P:\Blake Magee\Dufner Tract\03_ACAD\Exhibits\DR - Preliminary Land Plan\Blake\Dufner - Preliminary Land Plan - 45' Lots - Traffic Calming 25.10.20.dwg, November 14, 2025, 12:57 PM, mmuhammad

EXHIBIT J-10



CROSS SECTION

N.T.S



UTILITIES

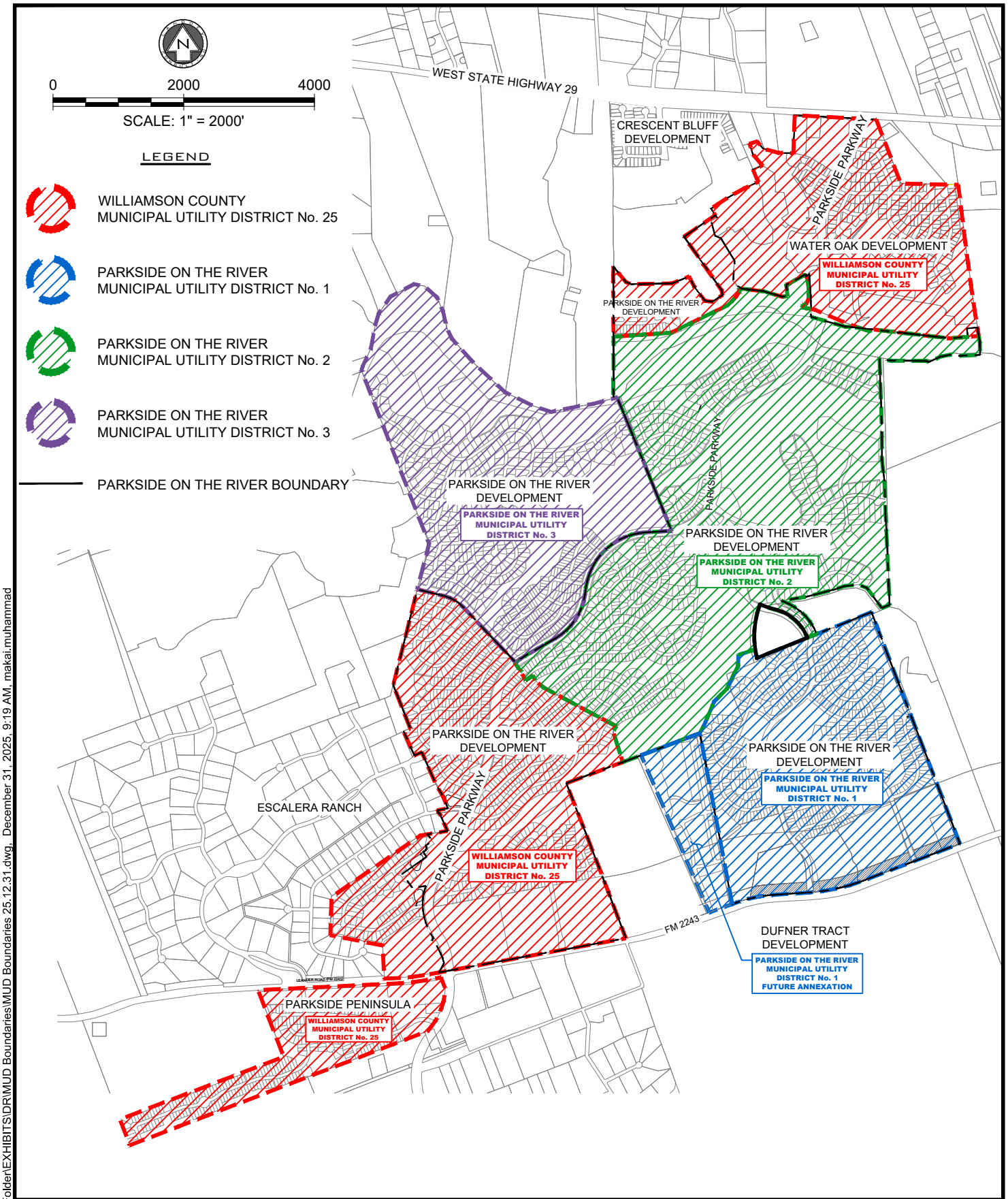
N.T.S

- DESIGN SPEED - 30 MPH
- SIDEWALKS TO MEANDER

PARKSIDE ON THE RIVER • **RESIDENTIAL COLLECTOR ROADWAY**

December 11, 2025

HANNA/MAGEE, L.P.



HRGreen.

DEVELOPMENT TX

5508 HIGHWAY 290 WEST
SUITE 150
AUSTIN, TX 78735
512.872.6696
HRGREEN.COM

TBPE NO: 16384
TBPLS NO: 10194101

SCHEDULE 6
MUD BOUNDARIES MAP

P:\Blake Magee\Parkside General Folder\EXHIBITS\DR\MUD Boundaries\MUD Boundaries 25.12.31.dwg, December 31, 2025, 9:19 AM, makai.muhammad

FIELD NOTES
JOB NO. 230102
DATE: APRIL 13, 2023
PAGE 1 OF 5 Field notes to accompany exhibit.

17.60 ACRES – TRACT 1

BEING 17.60 ACRES OF LAND, MORE OR LESS, OUT OF THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608, WILLIAMSON COUNTY, TEXAS, BEING THAT TRACT CALLED TRACT 1 AS CONVEYED TO ELIZABETH ANN DUFNER, AND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2014063597, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS SURVEYED ON THE GROUND BY TEXAS LAND SURVEYING, INC. ON APRIL 11TH, 2023, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with illegible red cap found in the north line of FM 2243, marking the southeast corner of a tract conveyed to Gordon Winston Faubion, and described in deed recorded in Document No. 2005101511, of said Official Public Records, also marking the southwest corner of a tract called Tract 2 as conveyed to Elizabeth Ann Dufner, and described in deed recorded in Document No. 2014063597, of said Official Public Records, save and except that tract recorded in Document No. 2007014281, of said Official Public Records, for the south corner of said Dufner (Tract 1) tract and this tract, from which a concrete monument found, marking an angle point of said Fubion tract, bears S 69°45'18" W, 415.79 feet;

THENCE: **N 23°24'50" W, 2622.61 feet** with the east line of said Faubion tract and the west line of said Dufner (Tract 1) tract to an iron rod with red cap stamped "Forest 1847" found in the south line of a remainder of a tract conveyed to HM Parkside, LP, and described in deed recorded in Document No. 2018114043, of said Official Public Records, marking the northeast corner of said Faubion tract, for the northwest corner of said Dufner (Tract 1) tract and this tract;

THENCE: **N 69°30'42" E, 13.56 feet** with the south line of said HM Parkside tract and the north line of said Dufner (Tract 1) tract to a 1/2 inch iron rod found, marking an angle point of said HM Parkside tract, for an angle point of said Dufner (Tract 1) tract and this tract;

THENCE: **N 69°19'44" E, 386.66 feet** with the south line of said HM Parkside tract and the north line of said Dufner (Tract 1) tract to a 1/2 inch iron rod found in the base of a 16 inch elm, marking an angle point of said HM Parkside tract, for an angle point of said Dufner (Tract 1) tract and this tract;

THENCE: **N 69°12'24" E, 185.14 feet** with the south line of said HM Parkside tract and the north line of said Dufner (Tract 1) tract to a 1/2 inch iron rod found, marking an angle point of said HM Parkside tract, also marking the northwest corner of said Dufner (Tract 2) tract, for the northeast corner of said Dufner (Tract 1) tract and this tract, from which a cotton spindle found, marking an angle point of said HM Parkside tract, also marking an angle point of Parkside on the River, Phase 2, Sections 4 & 7, said plat recorded in Document No. 2022128238, of said Official Public Records, also marking the northeast corner of said Dufner (Tract 2) tract, bears N 69°10'09" E, 375.84 feet;

FIELD NOTES
JOB NO. 230102
DATE: APRIL 13, 2023
PAGE 2 OF 5 Field notes to accompany exhibit.

THENCE: **S 10°42'58" E, 2660.01 feet** with the west line of said Dufner (Tract 2) tract and the east line of said Dufner (Tract 1) tract to the **POINT OF BEGINNING**, containing 17.60 acres of land, more or less.

Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83

4-19-23

William C. Stewart, R.P.L.S. No. 5785
State of Texas

STATE OF TEXAS
REGISTERED
WILLIAM C. STEWART
5785
PROFESSIONAL
LAND SURVEYOR

Texas Land Surveying, Inc.
-A Land Survey Firm-
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600 www.texas-ls.com
TBPLS FIRM No. 10056200

FIELD NOTES
JOB NO. 230102
DATE: APRIL 13, 2023
PAGE 3 OF 5 Field notes to accompany exhibit.

22.60 ACRES – TRACT 2

BEING 22.60 ACRES OF LAND, MORE OR LESS, OUT OF THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608, WILLIAMSON COUNTY, TEXAS, BEING THAT TRACT CALLED TRACT 2 AS CONVEYED TO ELIZABETH ANN DUFNER, AND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2014063597, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAVE AN EXCEPT THAT TRACT RECORDED IN DOCUMENT NO. 2007014281, OF SAID OFFICIAL PUBLIC RECORDS, AS SURVEYED ON THE GROUND BY TEXAS LAND SURVEYING, INC. ON APRIL 11TH, 2023, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with illegible red cap found in the north line of FM 2243, marking the southeast corner of a tract conveyed to Gordon Winston Faubion, and described in deed recorded in Document No. 2005101511, of said Official Public Records, also marking the south corner of a tract called Tract 1 as conveyed to Elizabeth Ann Dufner, and described in deed recorded in Document No. 2014063597, of said Official Public Records, for the southwest corner of said Dufner (Tract 2) tract and this tract, from which a concrete monument found, marking an angle point of said Fubion tract, bears S 69°45'18" W, 415.79 feet;

THENCE: **N 10°42'58" W, 2660.01 feet** with the east line of said Dufner (Tract 1) tract and the west line of said Dufner (Tract 2) tract to a 1/2 inch iron rod found, marking the northeast corner of said Dufner (Tract 1) tract, also marking an angle point of the remainder of a tract conveyed to HM Parkside, LP, and described in deed recorded in Document No. 2018114043, of said Official Public Records, for the northwest corner of said Dufner (Tract 2) tract and this tract, from which a 1/2 inch iron rod found, marking an angle point of said Dufner (Tract 1) tract, also marking an angle point of said HM Parkside tract, bears S 69°12'24" W, 185.14 feet;

THENCE: **N 69°10'09" E, 375.84 feet** with the south line of said HM Parkside tract and the north line of said Dufner (Tract 2) tract to a cotton spindle found, marking the southeast corner of said HM Parkside tract, also marking an angle point of Parkside on the River, Phase 2, Sections 4 & 7, said plat recorded in Document No. 2022128238, of said Official Public Records, for the northeast corner of said Dufner (Tract 2) tract and this tract;

FIELD NOTES
JOB NO. 230102
DATE: APRIL 13, 2023
PAGE 4 OF 5 Field notes to accompany exhibit.

THENCE: **S 10°42'42" E,** with the west line of said Parkside on the River, Phase 2, Sections 4 & 7, and the east line of said Dufner (Tract 2) tract at 492.64 feet passing an iron rod with pink cap stamped "HR Green" found, marking the southwest corner said Parkside on the River, Phase 2, Sections 4 & 7, also marking the northwest corner of Parkside on the River, Phase 2, Section 2, said plat recorded in Document No. 2021190055, of said Official Public Records, continuing with the west line of said Parkside on the River, Phase 2, Section 2 at 2210.07 feet passing a 120D nail found, marking the southwest corner of said Parkside on the River, Phase 2, Section 2, also marking the northwest corner of a remainder of a tract conveyed to HM Parkside, LP, and described in deed recorded in Document No. 2018114043, of said Official Public Records, continuing with the west line of said HM Parkside tract and the east side of said Dufner (Tract 2) tract in all **2663.10 feet** to a 1/2 inch iron rod found in the north line of said FM 2243, marking the southwest corner of said HM Parkside tract, for the southeast corner of said Dufner (Tract 2) tract and this tract;

THENCE: **S 69°37'42" W, 375.11 feet** with the north line of said FM 2243 and the south line of said Dufner (Tract 2) tract to the **POINT OF BEGINNING**, containing 22.60 acres of land, more or less.

Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83

4·13·23

William C. Stewart, RPLS No. 5785
State of Texas

STATE OF TEXAS
REGISTERED
WILLIAM C. STEWART
5785
PROFESSIONAL
LAND SURVEYOR

Texas Land Surveying, Inc.
-A Land Survey Firm-
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600 www.texas-ls.com
TBPLS FIRM No. 10056200

RESTRICTIVE COVENANTS:
ONLY THOSE EASEMENTS AND THAT INFORMATION LISTED IN TITLE COMMITMENT #226217 4-LND, EFFECTIVE DATE OF MARCH 28, 2023 AND RE-LISTED BELOW WERE CONSIDERED FOR THIS SURVEY:

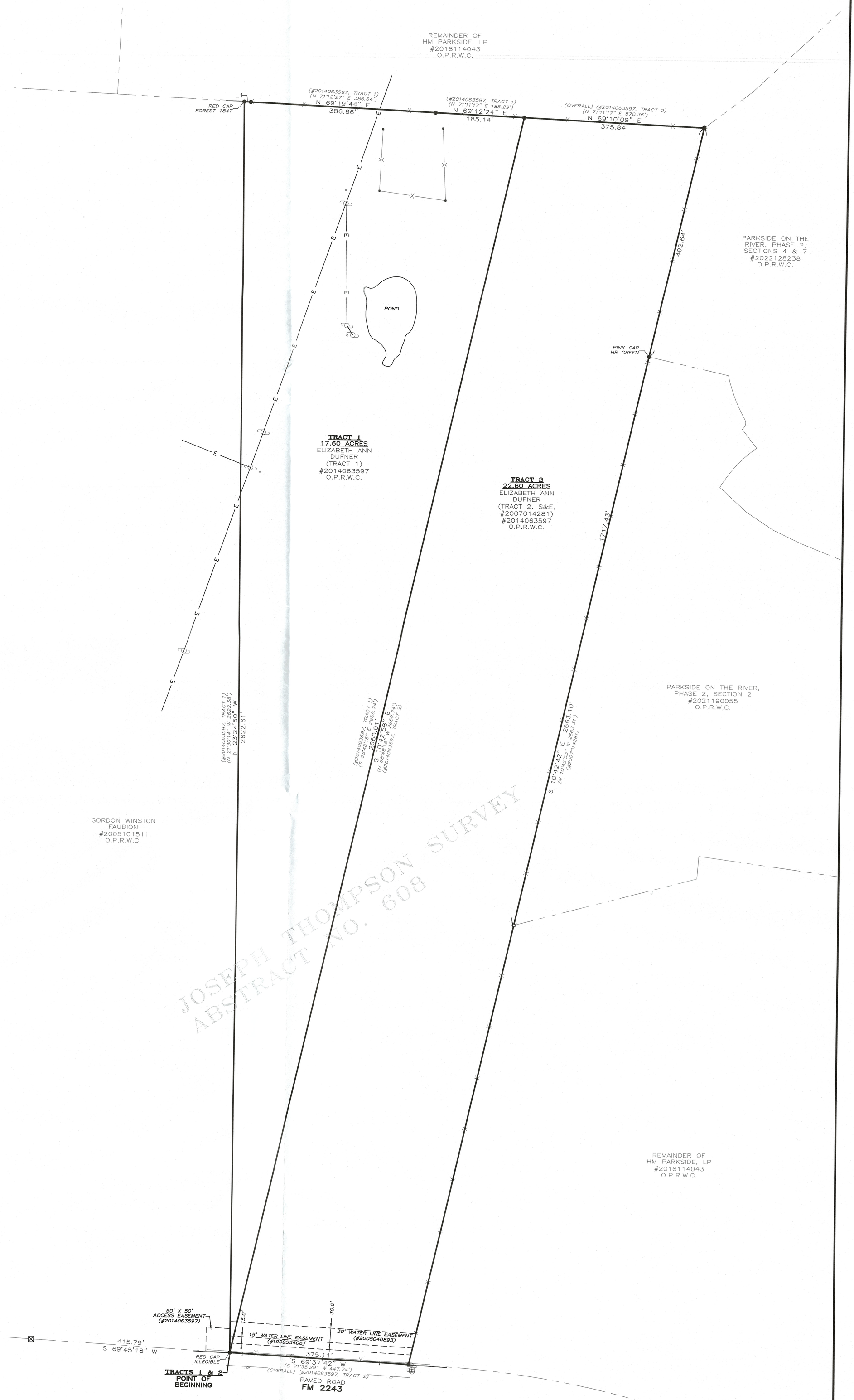
10A.) WATER LINE EASEMENT TO THE CITY OF GEORGETOWN - #199955406 (SUBJECT TO)
10B.) WATER LINE EASEMENT TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT - #2005040892 (SUBJECT TO)
10C.) WATER LINE EASEMENT TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT - #2005040893 (SUBJECT TO)
10D.) UTILITY EASEMENT TO PEDERNALES ELECTRIC COOPERATIVE, INC. - #2018095108 (BLANKET)
10E.) TERMS, CONDITIONS, AND STIPULATIONS IN THE BOUNDARY LINE AGREEMENT - #2005007159 (DOES NOT APPEAR TO AFFECT)

TRACT 1: BEING 17.60 ACRES OF LAND, MORE OR LESS, OUT OF THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608, WILLIAMSON COUNTY, TEXAS, BEING THAT TRACT CALLED TRACT 1 AS CONVEYED TO ELIZABETH ANN DUFNER, AND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2014063597, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.
TRACT 2: BEING 22.60 ACRES OF LAND, MORE OR LESS, OUT OF THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608, WILLIAMSON COUNTY, TEXAS, BEING THAT TRACT CALLED TRACT 2 AS CONVEYED TO ELIZABETH ANN DUFNER, AND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2014063597, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAVE AN EXCEPT THAT TRACT RECORDED IN DOCUMENT NO. 2007014281, OF SAID OFFICIAL PUBLIC RECORDS.

JOB NO.:	230102
DRAWN:	RCG
F.C.:	CC/CO

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	N 69°30'42" E	13.56'
RECORD LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	N 71°32'34" E	13.44'

—#2014063597, TRACT 1



Schedule 8

EXHIBIT TO ACCOMPANY FIELD NOTES

LEGEND	
●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
○	120D NAIL FOUND
⊠	CONCRETE MONUMENT FOUND
✱	COTTON SPINDLE FOUND
///	PAVEMENT
●	FENCE POST
—X—	WIRE FENCE
	UTILITY POLE
	GUY ANCHOR
—E—	ELECTRIC LINES
—T—	TELEPHONE LINES
Ⓜ	MANHOLE
$	SIGN
( )	RECORD INFORMATION
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

Scale: 1" = 100'
BEARINGS CITED HEREON BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983, TEXAS CENTRAL ZONE.

THIS AREA DOES NOT APPEAR TO BE IN SPECIAL FLOOD HAZARD AREAS PER FEMA'S FLOOD INSURANCE RATE MAP #48491C0460F, DATED DEC. 20, 2019, THIS STATEMENT IS NOT MADE IN LIEU OF AN ELEVATION CERTIFICATE.

CERTIFY TO: INDEPENDENCE TITLE / TITLE RESOURCES GUARANTY COMPANY / DAVID PIKOFF / GF# 2242174-LND

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

THAT SURVEYOR FOR TEXAS LAND SURVEYING, INC., HAVE THIS DATE CAUSED TO BE PERFORMED AN ON-THE-GROUND SURVEY UNDER MY SUPERVISION OF THE FOREGOING TRACT OF LAND AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, ENCROACHMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, AND THAT SAID PROPERTY ADJOINS A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

Texas Land Surveying, Inc.
—A Land Surveying Firm—
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600 www.texas-ls.com
TBPELS LAND SURVEYING FIRM NO.10056200

IF THIS DOCUMENT DOES NOT CONTAIN THE STAMP AND SIGNATURE OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY. TEXAS LAND SURVEYING, INC. ASSUMES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED/ILLEGAL DOCUMENT.

STATE OF TEXAS REGISTERED WILLIAM C. STEWART 5786 PROFESSIONAL LAND SURVEYOR

4-13-23

Witness my hand and seal this the 11th Day of April, 2023 A.D.

© COPYRIGHT 2023 BY TEXAS LAND SURVEYING, INC. THIS SURVEY PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES AND NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED, TO COPY THE SURVEY EXCEPT AS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION, WHICH SHALL TAKE PLACE WITHIN 90 DAYS OF THE COMPLETION OF THE SURVEY.

STATE OF TEXAS	§	
	§	**THIRD AMENDMENT TO**
COUNTY OF WILLIAMSON	§	**SECOND AMENDED AND RESTATED**
	§	**CONSENT AGREEMENT**
CITY OF GEORGETOWN	§	

THIS THIRD AMENDMENT TO SECOND AMENDED AND RESTATED CONSENT AGREEMENT ("*Third CA Amendment*") is entered into by and between the City of Georgetown, Texas, a Texas home-rule municipality located in Williamson County, Texas ("*City*"), HM Parkside, LP, a Texas limited partnership ("*HM Parkside*"), HM Parkside Development, Inc., a Texas corporation affiliated with HM Parkside ("*HMPK Development*"), HM GPII, LP, a Texas limited partnership affiliated with HM Parkside ("*HM GPII*"), HM 2243 Development, Inc., a Texas corporation affiliated with HM Parkside ("*HM 2243*"), HM GPII Development, Inc., a Texas corporation ("*HM GPII Development*"), Williamson County Municipal Utility District No. 25 ("*WCMUD No. 25*"), Parkside on the River Municipal Utility District No. 1 ("*POR MUD No. 1*"), Parkside on the River Municipal Utility District No. 2 ("*POR MUD No. 2*"), and Parkside on the River Municipal Utility District No. 3 ("*POR MUD No. 3*").

RECITALS:

A. City, HM Parkside, HM CR 176-2243, LP, a Texas limited partnership affiliated with HM Parkside ("*HM-CR*"), Laredo W.O. Ltd., a Texas limited partnership ("*LWO*"), and WCMUD No. 25 entered into the Second Amended and Restated Consent Agreement (the "*Second Consent Agreement*"), dated as of October 17, 2019, and recorded under Document No. 2019117039 in the Official Public Records of Williamson County, Texas.

B. By Partial Assignment and Assumption Agreement dated effective June 25, 2020, and recorded under Document No. 2021073238, Official Public Records of Williamson County, Texas, HM Parkside assigned its interest in and to the Second Consent Agreement to HMPK Development as to the Initial HM Development Property.

C. City, HM Parkside, HMPK Development, HM-CR, HM GPII, WCMUD No. 25, and POR MUD No. 1 entered into that certain First Amendment to the Second Amended and Restated Consent Agreement, dated as of June 8, 2021 (the "*First CA Amendment*") and re-recorded (to include all signature pages) under Document

No. 2021120970 in the Official Public Records of Williamson County, Texas, which, among other things, added the GPII Property to the Land and authorized the creation of an additional municipal utility district. LWO having received all developer reimbursements from WCMUD No. 25 to which it was entitled, did not own and will not develop any of the Parkside Properties, thus LWO's signature was not required for any amendments to the Second Consent Agreement.

D. By Assignment and Assumption Agreement (Second Amended and Restated Consent Agreement) dated effective December 15, 2021 and recorded under Document No. 2021190025, Official Public Records of Williamson County, Texas, HM CR assigned all its interest in the Second Consent Agreement and First CA Amendment to HM 2243, following which HM CR ceased to be a party to the Second Consent Agreement.

E. By Partial Assignment and Assumption Agreement dated as of December 28, 2021 and recorded under Document No. 2021195619, Official Public Records of Williamson County, Texas, HM Parkside assigned its interest in and to the Second Consent Agreement and First CA Amendment to HMPK Development as to the 2nd HM Development Property.

F. By Partial Assignment and Assumption Agreement dated as of March 1, 2024 and recorded under Document No. 2024015951, Official Public Records of Williamson County, Texas, HM Parkside assigned its interest in and to the Second Consent Agreement and First CA Amendment to HMPK Development as to the 3rd HM Development Property.

G. City, HM Parkside, HMPK Development, HM GPII, HM 2243, WCMUD No. 25, POR MUD No. 1 and POR MUD No. 2 entered into that certain Second Amendment to the Second Amended and Restated Consent Agreement, dated as of April 10, 2024 (the "*Second CA Amendment*") and recorded under Document No. 2024031829 in the Official Public Records of Williamson County, Texas, which, among other things, added the Leander ETJ Tract to the Land and provided City's consent to the annexation of the Leander ETJ Tract within the boundaries of WCMUD No. 25.

H. By Partial Assignment and Assumption Agreement (Second Amended and Restated Consent Agreement) dated as of September 6, 2024, and recorded under Document No. 2024071342, Official Public Records of Williamson County, Texas, HM GPII assigned its interest in and to the Second Consent Agreement, First CA

Amendment and Second CA Amendment to HM GPII Development as to the 1st GPII Property (defined below).

I. By Partial Assignment and Assumption Agreement (Second Amended and Restated Consent Agreement) dated as of June 3, 2025 and recorded under Document No. 2025043000, Official Public Records of Williamson County, Texas, HM GPII assigned its interest in and to the Second Consent Agreement, First CA Amendment and Second CA Amendment to HM GPII Development as to the 2nd GPII Property (defined below).

J. The Second Consent Agreement, as amended by the First CA Amendment and the Second CA Amendment, allows the creation of WCMUD No. 25, plus up to three additional municipal utility districts on the Water Oak Property (as defined in Recital D of the Second Consent Agreement), the Remainder Property (as defined in Section 1.04 of the Second Consent Agreement), the 2243 South Tract (as defined in Section 1.05 of the Second Consent Agreement and consisting of the 40 Acres and the 21.305 Acres), the GPII Property (as defined in the First CA Amendment, consisting of the 314 Acre Tract plus the 47 Acre Tract), and the Leander ETJ Tract (as defined in the Second CA Amendment).

K. By order dated December 10, 2009 (per the Original Consent Agreement, pre-dating the Second Consent Agreement, recorded as Document No. 2012006198 in the Official Public Records of Williamson County, Texas), pursuant to City of Georgetown Resolution No. 022608-F, the TCEQ created WCMUD No. 25 consisting of 249.721 acres of land located on the Remainder Property. On May 31, 2012, WCMUD No. 25, pursuant to City of Georgetown Resolution No. 0522112-T, annexed an additional 246.745 acres of land into the boundaries of WCMUD No. 25 (being out of the Water Oak Property and the Remainder Property). On August 14, 2014, pursuant to City of Georgetown Resolution No. 081214-J, WCMUD No. 25 annexed an additional 48 +/- acres of land into the boundaries of WCMUD No. 25 (being out of the Remainder Property). On February 18, 2020, WCMUD No. 25, pursuant to City of Georgetown Resolution No. 10082019-O, annexed an additional 62.048 acres of land into the boundaries of WCMUD No. 25 (being the 2243 South Tract). On August 17, 2021, WCMUD No. 25, pursuant to City of Georgetown Resolution No. 060821-K, annexed an additional 47.42 acres of land into the boundaries of WCMUD No. 25 (being the 47 Acre Tract out of the GPII Property). On August 20, 2024, WCMUD No. 25, pursuant to City of Georgetown Resolution No. 060821-K, annexed an additional 28.251 acres of land into the boundaries of WCMUD No. 25 (being the Leander ETJ

Tract). WCMUD No. 25 is a discontiguous district, and as of the Effective Date of this Third CA Amendment consists of 682.08 total acres of land located within the boundaries of the Water Oak Property, portions of the Remainder Property, the 2243 South Tract, the 47 Acre Tract out of the GPII Property, and the Leander ETJ Tract, lying both north and south of FM 2243.

L. On July 1, 2020, pursuant to City of Georgetown Resolution No. 082719-W, the TCEQ created POR MUD No. 1 over approximately 272.512 acres of land out of the Remainder Property. POR MUD No. 1 adopted the Second Consent Agreement by Certificate for Agreement dated August 21, 2020, and recorded under Document No. 2020128407 in the Official Public Records of Williamson County, Texas.

M. On June 9, 2022, pursuant to City of Georgetown Resolution No. 121421-I, the TCEQ created POR MUD No. 2 consisting of 539.542 acres of land out of the Remainder Property. POR MUD No. 2 adopted the Second Consent Agreement by Certificate for Second Amended and Restated Consent Agreement dated August 23, 2022, and recorded under Document No. 2022102057 in the Official Public Records of Williamson County, Texas.

N. On July 12, 2024, pursuant to City of Georgetown Resolution No. 010924-5.G, the TCEQ created POR MUD No. 3 over the 314 Acre Tract. POR MUD No. 3 adopted the Second Consent Agreement by Certificate for Agreement dated August 2, 2024, and recorded under Document No. 2024062652 in the Official Public Records of Williamson County, Texas.

O. City, HM Parkside, and HM-CR entered into that certain Development Agreement Parkside on the River Subdivision (the "*Original Development Agreement*"), dated as of November 19, 2019, and recorded under Document No. 2019117041, which was amended by that certain First Amendment to and Partial Assignment of Development Agreement Parkside on the River Subdivision (the "*First DA Amendment*") dated as of December 8, 2020, and recorded under Document No. 2020162167, Official Public Records of Williamson County, Texas, by and between City, HM Parkside, HM-CR, and HMPK Development, and further amended by that certain Second Amendment to Development Agreement Parkside on the River Subdivision (the "*Second DA Amendment*") dated as of May 25, 2021, and recorded under Document No. 2021082512, Official Public Records of Williamson County, Texas, by and between City, HM Parkside, HMPK Development, HM-CR, and HM GPII, and further amended by that certain Third

Amendment to Development Agreement Parkside on the River Subdivision (the "*Third DA Amendment*") dated as of April 10, 2024, and recorded under Document No. 2024031828 of the Official Public Records of Williamson County, Texas, by and between City, HM Parkside, HMPK Development, HM GPII and HM 2243.

P. HM Parkside has acquired a certain 40.2-acre tract of land adjacent to the Remainder Property (the "*Dufner Tract*") which land is more particularly described below, and City, HM Parkside, HMPK Development, HM GPII, HM 2243 and HM GPII Development wish to further amend the Second Consent Agreement, as amended by the First CA Amendment and Second CA Amendment, to incorporate the Dufner Tract within the Land. By petition received by the City on _____, 202_, the Dufner Tract landowners and the Board of Directors of POR MUD No. 1 requested the City's consent to annex the Dufner Tract within POR MUD No. 1 (after its disannexation from the City limits), and the City wishes to give such consent to annexation of the Dufner Tract into POR MUD No. 1 (after its disannexation from the City Limits) by this Third CA Amendment.

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City, HM Parkside, HMPK Development, HM GPII, HM 2243 and HM GPII Development hereby agree as follows:

ARTICLE I
DISANNEXATION OF THE DUFNER TRACT FROM THE CITY LIMITS

1.01 By Ordinances Nos. 2005-101 and 2023-65, the City annexed the Dufner Tract into the corporate boundaries of the City. The Parties understand and agree that this Third CA Amendment will have no effect unless and until the Dufner Tract has been disannexed from the corporate boundaries of the City and annexed into the boundaries of POR MUD No. 1.

1.02 HM Parkside agrees that it will request, or cause to be requested, disannexation of Dufner Tract from the corporate boundaries of the City pursuant to Section 1.06 of the City Charter. After adoption by the City Council of an ordinance disannexing the Dufner Tract from the corporate boundaries of the City, the Dufner Tract will be released into the City's extraterritorial jurisdiction and HM Parkside and POR MUD No. 1 agree that they will cause the Dufner Tract to be annexed into the boundaries of POR MUD No. 1.

1.03 The Parties agree that the City has no obligation to refund any taxes or fees collected by the City during the period that the Dufner Tract was included in the City's corporate boundaries.

1.04 Prior to the second reading of the City ordinance disannexing the Dufner Tract from the corporate boundaries of the City, HM Parkside must (i) provide evidence to the City that there are no delinquent or outstanding City taxes pertaining to the Dufner Tract, and (ii) pay the pro rata share of all City taxes and fees pertaining to the Dufner Tract calculated as of the effective date of the disannexation ordinance. Any rollback City taxes on the Dufner Tract that may become due upon a subsequent change in the use of the Dufner Tract will remain payable to the City by HM Parkside notwithstanding that such due date may occur after the disannexation occurs.

ARTICLE II AMENDMENTS

The Second Consent Agreement, as amended by the First CA Amendment and the Second CA Amendment, is amended as follows:

a. Section 2.02. The following terms are added to the definitions in Section 2.02:

"*1st GPII Property*" means the 33.38 acres out of the 47 Acre Tract described in Special Warranty Deed dated as of September 6, 2024, and recorded under Document No. 2024071340 of the Official Public Records of Williamson County, Texas.

"*2nd GPII Property*" means the 141.19 acres out of the 314 Acre Tract described in Special Warranty Deed dated as of June 3, 2025, and recorded under Document No. 2025042999 of the Official Public Records of Williamson County, Texas.

"Dufner Tract" means that certain 40.2 acres of land in the Joseph Thompson Survey, Abstract No. 608, Williamson County, Texas, being a portion of a 17.60-acre tract and a 22.6-acre tract, both conveyed to Elizabeth Ann Dufner (n/k/a Elizabeth Reagan) in a gift deed dated February 7, 2014 and recorded in Document No. 2014063597 of the Official Public Records of Williamson County, Texas; said 40.2 acres being more particularly described by metes and bounds and sketch on the attached **Schedule 11.**

"*HM GPII Development*" means HM GPII Development, Inc., a Texas corporation.

b. Section 2.02. The following terms defined in Section 2.02 are repealed and replaced with the following:

"*Agreement*" means the Second Consent Agreement, as modified by the First CA Amendment, the Second CA Amendment and this Third CA Amendment.

"*Developer Parties*" means HM Parkside as to the Dufner Tract and all the Remainder Property except the Initial HM Development Property, the 2nd HM Development Property and the 3rd HM Development Property, HMPK Development as to the Initial HM Development Property, the 2nd HM Development Property and the 3rd Development Property; HM 2243 as to the 2243 South Tract and the Leander ETJ Tract; HM GPII as to all GPII Property except the 1st GPII Property and the 2nd GPII Property; HM GPII Development as to the 1st GPII Property and the 2nd GPII Property; LWO as to the Water Oak Property; and their respective permitted assigns under this Agreement, but does not include a Lender unless the Lender forecloses and elects to become a party to this Agreement as permitted by **Section 11.11(h)** and does not include an End Buyer.

"*Districts*" means, collectively, WCMUD No. 25, POR MUD No. 1, POR MUD No. 2 and POR MUD No. 3, whose boundaries and general locations are shown on the attached **Schedule 10.**

"*Land*" means, collectively, the Original Land plus the 2243 South Tract, the GPII Property, the Leander ETJ Tract and the Dufner Tract.

"*Parkside Development Agreement*" means the Development Agreement originally by and between the City, HM Parkside, and HM-CR pertaining to the development of the Parkside Property, which was approved by the City Council on October 8, 2019 by City Ordinance No. 2019- 69 and recorded under Document No. 2019117041, as amended by First Amendment to and Partial Assignment of Development Agreement Parkside on the River Subdivision dated December 8, 2020, approved by the City Council on December 8, 2020 by City Ordinance

No. 2020-84, and recorded under Document No. 2020162167, Official Public Records of Williamson County, Texas, and by Second Amendment to Development Agreement Parkside on the River Subdivision dated to be effective on May 25, 2021 approved by the City Council on May 25, 2021 by City Ordinance No. 2021-40, and recorded under Document No. 2021082512, Official Public Records of Williamson County, Texas, by Third Amendment to Development Agreement Parkside on the River Subdivision dated to be effective on April 10, 2024, approved by the City Council on April 9, 2024 by City Ordinance No. 2024-18 and recorded under Document No. 2024031828, Official Public Records of Williamson County, Texas, and by Fourth Amendment to Development Agreement Parkside on the River Subdivision dated on or about the date of this Third CA Amendment.

"*Parkside Party*" means HM Parkside, HMPK Development, HM GPII, HM 2243 and HM GPII Development.

"Parkside Property" means collectively, the Remainder Property, the 2243 South Tract, the GPII Property, the Leander ETJ Tract and the Dufner Tract.

"Parties" means, collectively, City, the Parkside Parties, LWO, WCMUD No. 25, POR MUD No. 1, POR MUD No. 2, and POR MUD No. 3.

"*POR MUD No. 1*" means Parkside on the River Municipal Utility District No. 1, consisting, after its annexation of the Dufner Tract, of approximately 312.711 acres of land described and shown on **Schedule 9** attached to this Third CA Amendment.

c. Section 5.06. A new Section 5.06 is added to the Second Consent Agreement (as amended by the First CA Amendment and by the Second CA Amendment) as follows:

5.06. (a) The City acknowledges receipt of POR MUD No. 1's and HM Parkside's _____, 202_ "Petition for Consent to Annex Land into Parkside on the River Municipal Utility District No. 1", in accordance with Section 54.016 of the Texas Water Code, Section 42.042 of the Texas Local Government Code, and Section

13.10 of the UDC for annexation of the Dufner Tract into POR MUD No. 1.

(b) The City Council hereby consents to the inclusion of the Dufner Tract within the boundaries of POR MUD No. 1. No further action will be required on the part of the City to evidence its consent to the annexation of the Dufner Tract into POR MUD No. 1; however, the City agrees to provide any additional confirmation of its consent that may be required by HM Parkside or POR MUD No. 1 if requested to do so.

(c) POR MUD No. 1 shall provide the City with certified copies of all orders or resolutions effectuating the lawful annexation of the Dufner Tract into POR MUD No. 1 within ten (10) days after the effective date of same.

d. Section 7.04. Section 7.04 is repealed and replaced with the following:

7.04 (a) Except for the Dufner Tract, no additional land may be annexed into the boundaries of POR MUD No. 1 except by written amendment to this Agreement and the Development Agreement pursuant to a written petition for annexation jointly executed by the Board of Directors of POR MUD No. 1 and the landowner(s) filed with the City Secretary meeting the requirements of this Agreement, and the City's express written consent to the annexation as evidenced by a signed resolution of the City Council.

(b) No additional land may be annexed into the boundaries of POR MUD No. 2 except by written amendment to this Agreement and the Development Agreement pursuant to a written petition for annexation jointly executed by the Board of Directors of POR MUD No. 2 and the landowner(s) filed with the City Secretary meeting the requirements of this Agreement, and the City's express written consent to the annexation as evidenced by a signed resolution of the City Council.

(c) No additional land may be annexed into the boundaries of POR MUD No. 3 except by written amendment to this Agreement and the Development Agreement pursuant to a written petition for annexation jointly executed by the Board of Directors of POR MUD No. 3 and the landowner(s) filed with the City Secretary meeting the requirements of

this Agreement, and the City's express written consent to the annexation as evidenced by a signed resolution of the City Council.

e. Section 7.05. Section 7.05 is repealed.

f. Section 14.01. Section 14.01 is hereby repealed and replaced with the following:

"14.01. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) overnight courier or hand delivery, or (ii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

HM Parkside:
HMPK Development
HM GPII
HM 2243
HM GPII Development:

HM Parkside, LP
HM GPII, LP
HM Parkside Development, Inc.
HM 2243 Development, Inc.
HM GPII Development, Inc.
P.O. Box 5397
Austin, Texas 78763-5397
Attn.: Blake J. Magee

With a required copy to:

Hurst, Savage & Vanderburg, LLP
814 W. 10th Street
Austin, Texas 78701
Attn.: Ann Engles Vanderburg

City: City Manager
City of Georgetown
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

With a required copy to:
City Attorney
City of Georgetown
809 Martin Luther King Jr. St.
Georgetown, Texas 78626

WCMUD No. 25: Williamson County Municipal Utility District No. 25
c/o Allen Boone Humphries Robinson LLP
1108 Lavaca Street, Suite 510
Austin, Texas 78701
Attn: Mr. Trey Lary
Phone: (512) 518-2424

POR MUD No. 1:
POR MUD No. 2:
POR MUD No. 3: Parkside on the River MUD No. 1
Parkside on the River MUD No. 2
Parkside on the River MUD No. 3
c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Attn: Mr. John Bartram
Phone: (512) 435-2300

2. Defined Terms. Capitalized terms used in this Third CA Amendment that are not otherwise defined shall have the meanings set forth in the Second Consent Agreement, First CA Amendment, or Second CA Amendment as applicable.

3. Counterparts. This Third CA Amendment may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which, taken together, shall constitute one and the same instrument. The signature of any party hereto to any counterpart hereof shall be deemed a signature to, and may be appended to, any other counterpart hereof.

4. Effective Date. This Third CA Amendment will become effective as to the City, the Parkside Parties, WCMUD No. 25, POR MUD No. 1, POR MUD No. 2 and POR MUD No. 3 if all of the following conditions are met before the date that is sixty (60) days after the City Council has approved this Third CA Amendment: (1) duly authorized representatives of the Parties have signed

this Third CA Amendment (2) a Parkside Party acquires fee simple title to the Dufner Tract and provides a copy of the recorded deed evidencing such acquisition to the City, (3) the City Council approves an ordinance disannexing the Dufner Tract from the corporate boundaries of the City limits, and (4) the Dufner Tract is annexed into the boundaries of POR MUD No. 1. If any of the foregoing conditions are not met before the date that is sixty (60) days after the City Council approves this Third CA Amendment, this Amendment will automatically terminate and be null and void and have no force or effect.

5. Recording. This Third CA Amendment will be recorded in the Official Records of Williamson County, Texas by HM Parkside at its expense.

EXHIBIT LIST

Schedule 9	POR MUD No. 1 metes and bounds and sketch
Schedule 10	Boundary Map showing WCMUD No. 25, POR MUD Nos. 1-3
Schedule 11	Dufner Tract metes and bounds and sketch

[*Signature Pages to Follow*]

CITY OF GEORGETOWN, TEXAS

By:_____
Printed Name: Josh Schroeder
Title: Mayor

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:_____
Skye Masson, City Attorney

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the ____ day of _____, 2026, by Josh Schroeder, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(*seal*)

_____
Notary Public State of Texas

HM PARKSIDE, LP, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation, General Partner

By: _____
Blake J. Magee, President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____, 2026, by Blake J. Magee, President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of HM PARKSIDE, LP, a Texas limited partnership, on behalf of said corporation and partnership.

(*seal*)

_____
Notary Public State of Texas

HM PARKSIDE DEVELOPMENT, INC., a Texas corporation

By: _____
Blake J. Magee, President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____, 2026, by Blake J. Magee, President of HM PARKSIDE DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

(seal)

_____
Notary Public State of Texas

HM GPII, LP, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation, General Partner

By: _____
Blake J. Magee, President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____, 2026, by Blake J. Magee, President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of HM GPII, LP, a Texas limited partnership, on behalf of said corporation and partnership.

(*seal*)

_____
Notary Public State of Texas

HM 2243 DEVELOPMENT INC., a Texas corporation

By: _____
Blake J. Magee, President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____, 2026, by Blake J. Magee, President of HM 2243 DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

(*seal*)

_____
Notary Public State of Texas

HM GPII DEVELOPMENT INC., a Texas corporation

By: _____
Blake J. Magee, President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____, 2026, by Blake J. Magee, President of HM GPII DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

(*seal*)

_____

Notary Public State of Texas

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 25

By:_____

Printed Name:_____

Title:_____

ATTEST:

By:_____

Printed Name:_____

Title:_____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, President of the Board of Directors of the Williamson County Municipal Utility District No. 25, a municipal utility districting operating under Chapters 49 and 54 of the Texas Water Code.

(*seal*)

By:_____
Notary Public, State of Texas

PARKSIDE ON THE RIVER MUNICIPAL UTILITY DISTRICT NO. 1

By:_____

Printed Name:_____

Title:_____

ATTEST:

By:_____

Printed Name:_____

Title:_____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, President of the Board of Directors of the Parkside on the River Municipal Utility District No. 1, a municipal utility districting operating under Chapters 49 and 54 of the Texas Water Code.

(*seal*)

By:_____
Notary Public, State of Texas

PARKSIDE ON THE RIVER MUNICIPAL UTILITY DISTRICT NO. 2

By:_____

Printed Name:_____

Title:_____

ATTEST:

By:_____

Printed Name:_____

Title:_____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, President of the Board of Directors of the Parkside on the River Municipal Utility District No. 2, a municipal utility districting operating under Chapters 49 and 54 of the Texas Water Code.

(*seal*)

By:_____
Notary Public, State of Texas

PARKSIDE ON THE RIVER MUNICIPAL UTILITY DISTRICT NO. 3

By:_____

Printed Name:_____

Title:_____

ATTEST:

By:_____

Printed Name:_____

Title:_____

STATE OF TEXAS §

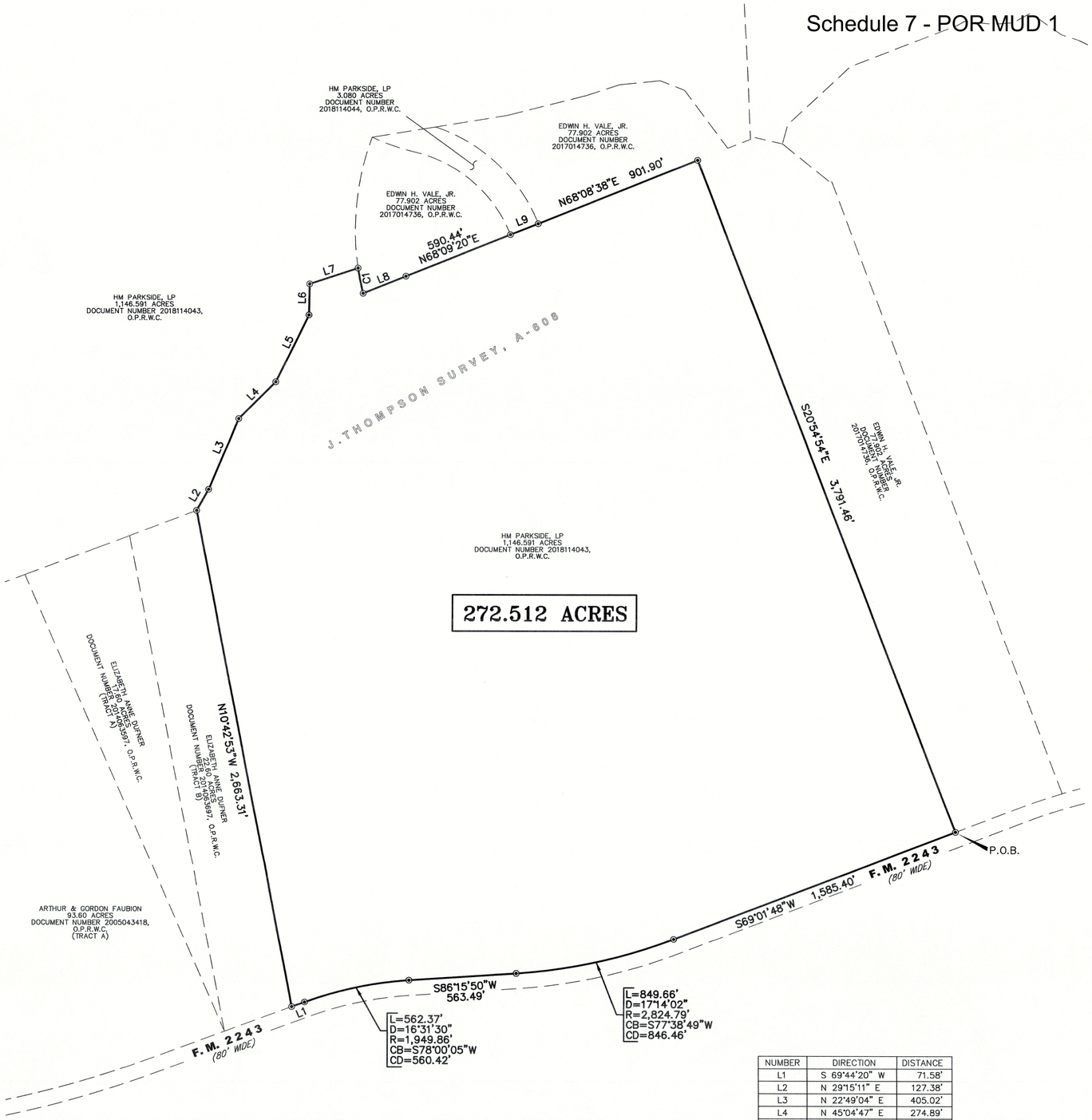
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, President of the Board of Directors of the Parkside on the River Municipal Utility District No. 3, a municipal utility districting operating under Chapters 49 and 54 of the Texas Water Code.

(*seal*)

By:_____
Notary Public, State of Texas

Schedule 7 - POR MUD 1



NUMBER	DIRECTION	DISTANCE
L1	S 69°44'20" W	71.58'
L2	N 29°15'11" E	127.38'
L3	N 22°49'04" E	405.02'
L4	N 45°04'47" E	274.89'
L5	N 26°03'38" E	392.81'
L6	N 01°32'15" E	164.67'
L7	N 71°41'20" E	267.24'
L8	N 67°58'56" E	242.14'
L9	N 68°08'50" E	157.00'

NUMBER	ARC LENGTH	DELTA ANGLE	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	136.11'	5°39'04"	1,380.00'	S 11°15'55" E	136.05'

FIELD NOTES FOR 272.512 ACRES

Being a tract containing 272.512 acres of land located in the J. Thompson Survey, Abstract Number 608 in Williamson County, Texas. Said 272.512 acre tract being a portion of a call 1,146.591 acre tract of land recorded in the name of HM Parkside, LP, in Document Number 2018114043, Official Public Records Williamson County (O.P.R.W.C.). Said 272.512 acres being more particularly described by metes and bounds as follows (bearings are referenced to the Texas Coordinate System, NAD 1983, Central Zone):

Beginning at the southeasterly corner of said 1,146.591 acre tract and the southwesterly corner of a call 77.902 acre tract of land recorded in the name of Edwin H. Vale, Jr. in Document Number 2017014736, O.P.R.W.C., also being on the northerly Right-of-Way (R.O.W.) line of F.M. 2243 (80' wide);

Thence, with said northerly R.O.W. line, the following five (5) courses:

1. South 69 degrees 01 minutes 48 seconds West, a distance of 1,585.40 feet;
2. 849.66 feet along the arc of a curve to the right, said curve having a central angle of 17 degrees 14 minutes 02 seconds, a radius of 2,824.79 feet and a chord which bears South 77 degrees 38 minutes 49 seconds West, a distance of 846.46 feet;
3. South 86 degrees 15 minutes 50 seconds West, a distance of 563.49 feet;
4. 562.37 feet along the arc of a curve to the left, said curve having a central angle of 16 degrees 31 minutes 30 seconds, a radius of 1,949.86 feet and a chord which bears South 78 degrees 00 minutes 05 seconds West, a distance of 560.42 feet;
5. South 69 degrees 44 minutes 20 seconds West, a distance of 71.58 feet to a southwesterly corner of said 1,146.591 acre tract, also being the southeasterly corner of a call 22.60 acre tract of land recorded in the name of Elizabeth Anne Dufner in Document Number 2014063697, O.P.R.W.C. (Tract B);

Thence, with a westerly line of said 1,146.591 acre tract and the easterly line of said 22.60 acre tract, North 10 degrees 42 minutes 53 seconds West, a distance of 2,663.31 feet to an interior corner of said 1,146.591 acre tract, and the northeasterly corner of said 22.60 acre tract;

Thence, through and across said 1,146.591 acre tract the following six (6) courses;

1. North 29 degrees 15 minutes 11 seconds East, a distance of 127.38 feet;
2. North 22 degrees 49 minutes 04 seconds East, a distance of 405.02 feet;
3. North 45 degrees 04 minutes 47 seconds East, a distance of 274.89 feet;
4. North 26 degrees 03 minutes 38 seconds East, a distance of 392.81 feet;
5. North 01 degrees 32 minutes 15 seconds East, a distance of 164.67 feet;
6. North 71 degrees 41 minutes 20 seconds East, a distance of 267.24 feet to an easterly line of said 1,146.591 acre tract and the westerly line of aforesaid 77.902 acre tract;

Thence, with the common line between said 1,146.591 acre tract and said 77.902 acre tract the following three (3) courses;

1. 136.11 feet along the arc of a curve to the left, said curve having a central angle of 05 degrees 39 minutes 04 seconds, a radius of 1,380.00 feet and a chord which bears South 11 degrees 15 minutes 55 seconds East, a distance of 136.05 feet;
2. North 67 degrees 58 minutes 56 seconds East, a distance of 242.14 feet;
3. North 68 degrees 09 minutes 20 seconds East, a distance of 590.44 feet to the southwesterly corner of a call 3.080 acre tract of land recorded in the name of HM Parkside, LP in Document Number 2018114044, O.P.R.W.C.;

Thence, with the common line between said 1,146.591 acre tract and said 3.080 acre tract, North 68 degrees 08 minutes 50 seconds East, a distance of 157.00 feet to the southeasterly corner of said 3.080 acre tract and a southwesterly corner of aforesaid 77.902 acre tract;

Thence, with the common line between said 1,146.591 acre tract and said 77.902 acre tract the following two (2) courses;

1. North 68 degrees 08 minutes 38 seconds East, a distance of 901.90 feet;
2. South 20 degrees 54 minutes 54 seconds East, a distance of 3,791.46 feet to the Point of Beginning containing 272.512 acres.

GRAPHIC SCALE

300 0 150 300 600 1200

(IN US SURVEY FEET)
1 inch = 300 ft.

Bearings are referenced to the Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS observations. Distances are surface values.

P.O.B. = POINT OF BEGINNING
O.P.R.W.C. = OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

GBI Partners, L.P.

Alan Jay Horton
Registered Professional Land Surveyor
Texas Registration No. 5768

STATE OF TEXAS REGISTERED ALAN JAY HORTON 5768 PROFESSIONAL LAND SURVEYOR

BOUNDARY MAP OF
PARKSIDE ON THE RIVER MUD #1

272.512 ACRES

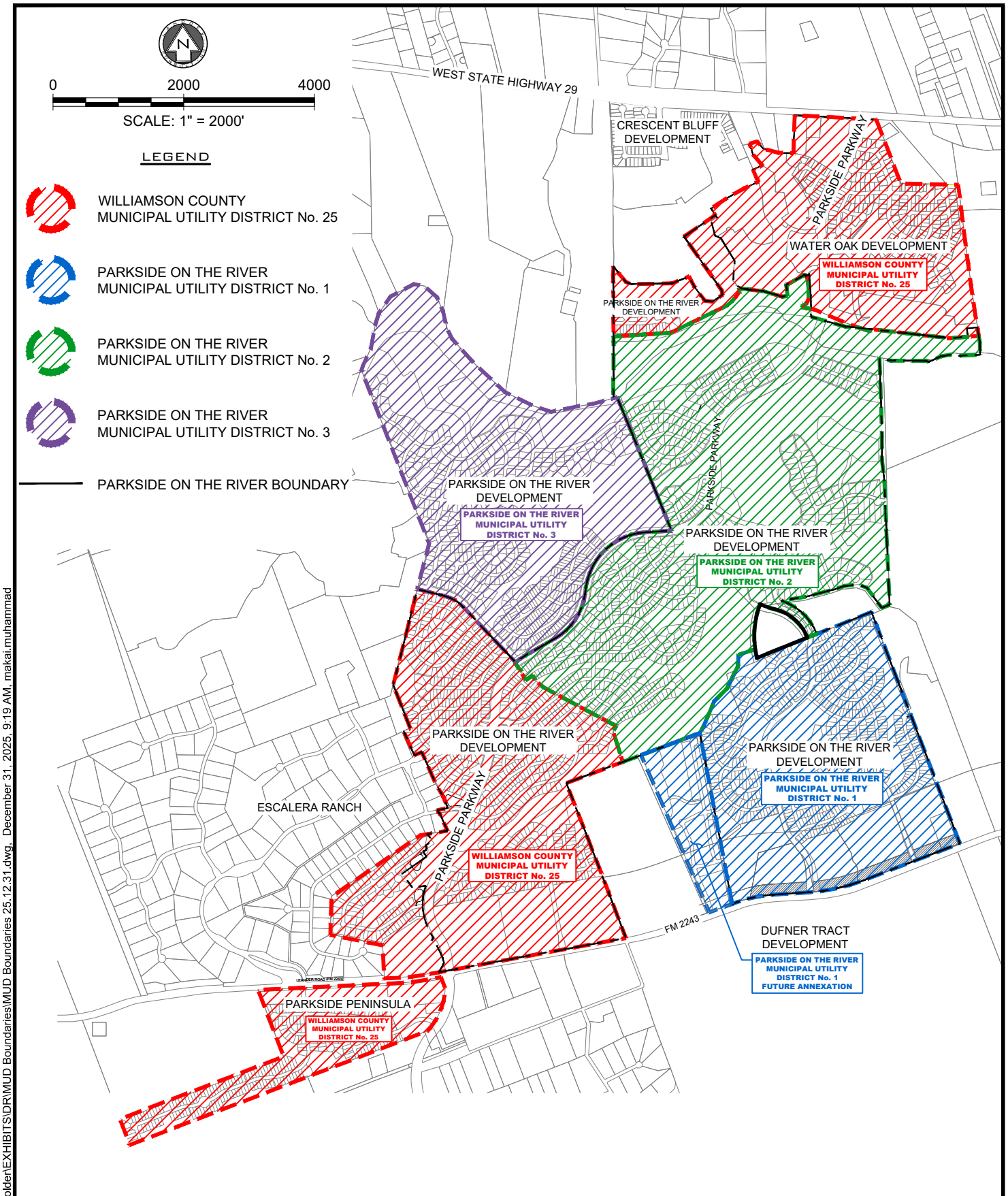
LOCATED IN THE J. THOMPSON SURVEY. A-608
WILLIAMSON COUNTY, TEXAS

REVISIONS		
5		
4		
3		
2		
1	REVISION	(DATE)

GBI PARTNERS, L.P.
LAND SURVEYING CONSULTANTS
1812 CENTRE CREEK DR., STE. 265 • AUSTIN, TX 78754
PHONE: 512-296-2675 • WWW.GBISURVEY.COM
TBPLS # 10194150 • TBPE # F17284

SCALE: 1"= 300'	JOB NO. A191301	DATE: 8-01-19
CREW CHIEF:	FIELD BOOK:	DWG.: PS-BASE.DWG

N:\Data\191301\PS-base.dwg



HRGreen.

DEVELOPMENT TX

5508 HIGHWAY 290 WEST
SUITE 150
AUSTIN, TX 78735
512.872.6696
HRGREEN.COM

TBPE NO: 16384
TBPLS NO: 10194101

SCHEDULE 10
MUD BOUNDARIES MAP

P:\Blake Magee\Parkside General Folder\EXHIBITS\DR\MUD Boundaries\MUD Boundaries 25.12.31.dwg, December 31, 2025, 9:19 AM, makai.muhammad

RESTRICTIVE COVENANTS:
ONLY THOSE EASEMENTS AND THAT INFORMATION LISTED IN TITLE COMMITMENT #226217 4-LND, EFFECTIVE DATE OF MARCH 28, 2023 AND RE-LISTED BELOW WERE CONSIDERED FOR THIS SURVEY:

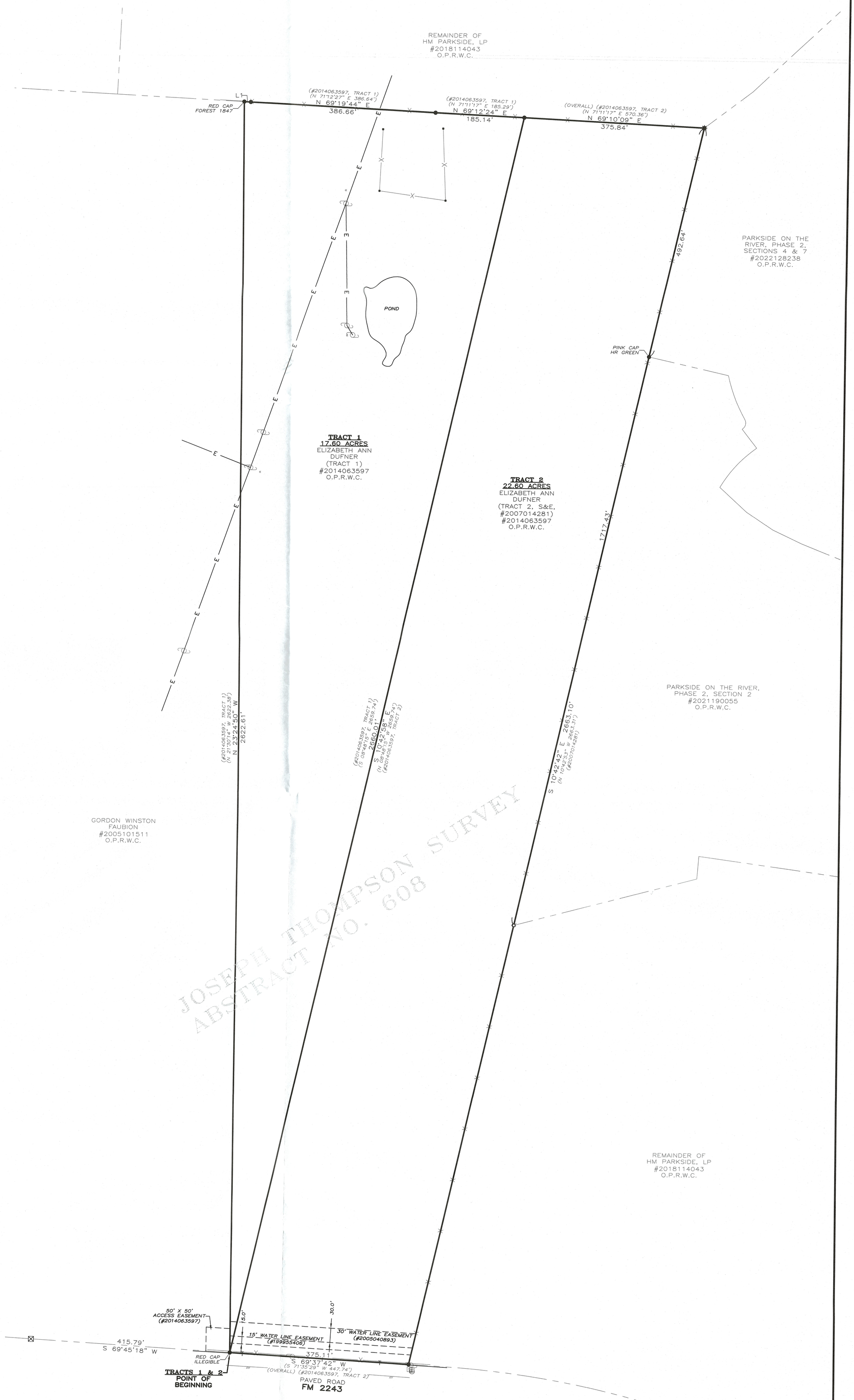
10A.) WATER LINE EASEMENT TO THE CITY OF GEORGETOWN - #199955406 (SUBJECT TO)
10B.) WATER LINE EASEMENT TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT - #2005040892 (SUBJECT TO)
10C.) WATER LINE EASEMENT TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT - #2005040893 (SUBJECT TO)
10D.) UTILITY EASEMENT TO PEDERNALES ELECTRIC COOPERATIVE, INC. - #2018095108 (BLANKET)
10E.) TERMS, CONDITIONS, AND STIPULATIONS IN THE BOUNDARY LINE AGREEMENT - #2005007159 (DOES NOT APPEAR TO AFFECT)

TRACT 1: BEING 17.60 ACRES OF LAND, MORE OR LESS, OUT OF THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608, WILLIAMSON COUNTY, TEXAS, BEING THAT TRACT CALLED TRACT 1 AS CONVEYED TO ELIZABETH ANN DUFNER, AND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2014063597, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.
TRACT 2: BEING 22.60 ACRES OF LAND, MORE OR LESS, OUT OF THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608, WILLIAMSON COUNTY, TEXAS, BEING THAT TRACT CALLED TRACT 2 AS CONVEYED TO ELIZABETH ANN DUFNER, AND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2014063597, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAVE AN EXCEPT THAT TRACT RECORDED IN DOCUMENT NO. 2007014281, OF SAID OFFICIAL PUBLIC RECORDS.

JOB NO:- 230102
DRAWN: RCG
F.C.: CC/CO

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	N 69°30'42" E	13.56'
RECORD LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	N 71°32'34" E	13.44'

—#2014063597, TRACT 1



Schedule 11

EXHIBIT TO ACCOMPANY FIELD NOTES

LEGEND	
●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
○	120D NAIL FOUND
⊠	CONCRETE MONUMENT FOUND
✱	COTTON SPINDLE FOUND
///	PAVEMENT
●	FENCE POST
—X—	WIRE FENCE
	UTILITY POLE
	GUY ANCHOR
—E—	ELECTRIC LINES
—T—	TELEPHONE LINES
Ⓜ	MANHOLE
$	SIGN
( )	RECORD INFORMATION
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

Scale: 1" = 100'
BEARINGS CITED HEREON BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983, TEXAS CENTRAL ZONE.

THIS AREA DOES NOT APPEAR TO BE IN SPECIAL FLOOD HAZARD AREAS PER FEMA'S FLOOD INSURANCE RATE MAP #48491C0460F, DATED DEC. 20, 2019, THIS STATEMENT IS NOT MADE IN LIEU OF AN ELEVATION CERTIFICATE.

CERTIFY TO: INDEPENDENCE TITLE / TITLE RESOURCES GUARANTY COMPANY / DAVID PIKOFF / GF# 2242174-LND

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

THAT SURVEYOR FOR TEXAS LAND SURVEYING, INC., HAVE THIS DATE CAUSED TO BE PERFORMED AN ON-THE-GROUND SURVEY UNDER MY SUPERVISION OF THE FOREGOING TRACT OF LAND AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, ENCROACHMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, AND THAT SAID PROPERTY ADJOINS A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

Texas Land Surveying, Inc.
—A Land Surveying Firm—
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600 www.texas-ls.com
TBPELS LAND SURVEYING FIRM NO.10056200

IF THIS DOCUMENT DOES NOT CONTAIN THE STAMP AND SIGNATURE OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY. TEXAS LAND SURVEYING, INC. ASSUMES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED/ILLEGAL DOCUMENT.

STATE OF TEXAS REGISTERED WILLIAM C. STEWART 6786 PROFESSIONAL LAND SURVEYOR

4-13-23

Witness my hand and seal this the 11th Day of April, 2023 A.D.

© COPYRIGHT 2023 BY TEXAS LAND SURVEYING, INC. THIS SURVEY PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES AND NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED, TO COPY THE SURVEY EXCEPT AS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION, WHICH SHALL TAKE PLACE WITHIN 90 DAYS OF THE COMPLETION OF THE SURVEY.

EXHIBIT "A"

FIELD NOTES
JOB NO. 230102
DATE: APRIL 13, 2023
PAGE 1 OF 5 Field notes to accompany exhibit.

17.60 ACRES – TRACT 1

BEING 17.60 ACRES OF LAND, MORE OR LESS, OUT OF THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608, WILLIAMSON COUNTY, TEXAS, BEING THAT TRACT CALLED TRACT 1 AS CONVEYED TO ELIZABETH ANN DUFNER, AND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2014063597, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS SURVEYED ON THE GROUND BY TEXAS LAND SURVEYING, INC. ON APRIL 11TH, 2023, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with illegible red cap found in the north line of FM 2243, marking the southeast corner of a tract conveyed to Gordon Winston Faubion, and described in deed recorded in Document No. 2005101511, of said Official Public Records, also marking the southwest corner of a tract called Tract 2 as conveyed to Elizabeth Ann Dufner, and described in deed recorded in Document No. 2014063597, of said Official Public Records, save and except that tract recorded in Document No. 2007014281, of said Official Public Records, for the south corner of said Dufner (Tract 1) tract and this tract, from which a concrete monument found, marking an angle point of said Fubion tract, bears S 69°45'18" W, 415.79 feet;

THENCE: **N 23°24'50" W, 2622.61 feet** with the east line of said Faubion tract and the west line of said Dufner (Tract 1) tract to an iron rod with red cap stamped "Forest 1847" found in the south line of a remainder of a tract conveyed to HM Parkside, LP, and described in deed recorded in Document No. 2018114043, of said Official Public Records, marking the northeast corner of said Faubion tract, for the northwest corner of said Dufner (Tract 1) tract and this tract;

THENCE: **N 69°30'42" E, 13.56 feet** with the south line of said HM Parkside tract and the north line of said Dufner (Tract 1) tract to a 1/2 inch iron rod found, marking an angle point of said HM Parkside tract, for an angle point of said Dufner (Tract 1) tract and this tract;

THENCE: **N 69°19'44" E, 386.66 feet** with the south line of said HM Parkside tract and the north line of said Dufner (Tract 1) tract to a 1/2 inch iron rod found in the base of a 16 inch elm, marking an angle point of said HM Parkside tract, for an angle point of said Dufner (Tract 1) tract and this tract;

THENCE: **N 69°12'24" E, 185.14 feet** with the south line of said HM Parkside tract and the north line of said Dufner (Tract 1) tract to a 1/2 inch iron rod found, marking an angle point of said HM Parkside tract, also marking the northwest corner of said Dufner (Tract 2) tract, for the northeast corner of said Dufner (Tract 1) tract and this tract, from which a cotton spindle found, marking an angle point of said HM Parkside tract, also marking an angle point of Parkside on the River, Phase 2, Sections 4 & 7, said plat recorded in Document No. 2022128238, of said Official Public Records, also marking the northeast corner of said Dufner (Tract 2) tract, bears N 69°10'09" E, 375.84 feet;

EXHIBIT "A"

FIELD NOTES
JOB NO. 230102
DATE: APRIL 13, 2023
PAGE 2 OF 5 Field notes to accompany exhibit.

THENCE: **S 10°42'58" E, 2660.01 feet** with the west line of said Dufner (Tract 2) tract and the east line of said Dufner (Tract 1) tract to the **POINT OF BEGINNING**, containing 17.60 acres of land, more or less.

Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83

4-19-23

William C. Stewart, R.P.L.S. No. 5785
State of Texas

STATE OF TEXAS
REGISTERED
WILLIAM C. STEWART
5785
PROFESSIONAL
LAND SURVEYOR

Texas Land Surveying, Inc.
-A Land Survey Firm-
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600 www.texas-ls.com
TBPLS FIRM No. 10056200

FIELD NOTES
JOB NO. 230102
DATE: APRIL 13, 2023
 Field notes to accompany exhibit.

22.60 ACRES – TRACT 2

BEING 22.60 ACRES OF LAND, MORE OR LESS, OUT OF THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608, WILLIAMSON COUNTY, TEXAS, BEING THAT TRACT CALLED TRACT 2 AS CONVEYED TO ELIZABETH ANN DUFNER, AND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2014063597, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAVE AN EXCEPT THAT TRACT RECORDED IN DOCUMENT NO. 2007014281, OF SAID OFFICIAL PUBLIC RECORDS, AS SURVEYED ON THE GROUND BY TEXAS LAND SURVEYING, INC. ON APRIL 11TH, 2023, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with illegible red cap found in the north line of FM 2243, marking the southeast corner of a tract conveyed to Gordon Winston Faubion, and described in deed recorded in Document No. 2005101511, of said Official Public Records, also marking the south corner of a tract called Tract 1 as conveyed to Elizabeth Ann Dufner, and described in deed recorded in Document No. 2014063597, of said Official Public Records, for the southwest corner of said Dufner (Tract 2) tract and this tract, from which a concrete monument found, marking an angle point of said Fubion tract, bears S 69°45'18" W, 415.79 feet;

THENCE: **N 10°42'58" W, 2660.01 feet** with the east line of said Dufner (Tract 1) tract and the west line of said Dufner (Tract 2) tract to a 1/2 inch iron rod found, marking the northeast corner of said Dufner (Tract 1) tract, also marking an angle point of the remainder of a tract conveyed to HM Parkside, LP, and described in deed recorded in Document No. 2018114043, of said Official Public Records, for the northwest corner of said Dufner (Tract 2) tract and this tract, from which a 1/2 inch iron rod found, marking an angle point of said Dufner (Tract 1) tract, also marking an angle point of said HM Parkside tract, bears S 69°12'24" W, 185.14 feet;

THENCE: **N 69°10'09" E, 375.84 feet** with the south line of said HM Parkside tract and the north line of said Dufner (Tract 2) tract to a cotton spindle found, marking the southeast corner of said HM Parkside tract, also marking an angle point of Parkside on the River, Phase 2, Sections 4 & 7, said plat recorded in Document No. 2022128238, of said Official Public Records, for the northeast corner of said Dufner (Tract 2) tract and this tract;

EXHIBIT "A"

FIELD NOTES
JOB NO. 230102
DATE: APRIL 13, 2023
PAGE 4 OF 5 Field notes to accompany exhibit.

THENCE: **S 10°42'42" E,** with the west line of said Parkside on the River, Phase 2, Sections 4 & 7, and the east line of said Dufner (Tract 2) tract at 492.64 feet passing an iron rod with pink cap stamped "HR Green" found, marking the southwest corner said Parkside on the River, Phase 2, Sections 4 & 7, also marking the northwest corner of Parkside on the River, Phase 2, Section 2, said plat recorded in Document No. 2021190055, of said Official Public Records, continuing with the west line of said Parkside on the River, Phase 2, Section 2 at 2210.07 feet passing a 120D nail found, marking the southwest corner of said Parkside on the River, Phase 2, Section 2, also marking the northwest corner of a remainder of a tract conveyed to HM Parkside, LP, and described in deed recorded in Document No. 2018114043, of said Official Public Records, continuing with the west line of said HM Parkside tract and the east side of said Dufner (Tract 2) tract in all **2663.10 feet** to a 1/2 inch iron rod found in the north line of said FM 2243, marking the southwest corner of said HM Parkside tract, for the southeast corner of said Dufner (Tract 2) tract and this tract;

THENCE: **S 69°37'42" W, 375.11 feet** with the north line of said FM 2243 and the south line of said Dufner (Tract 2) tract to the **POINT OF BEGINNING**, containing 22.60 acres of land, more or less.

Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83

4·13·23

William C. Stewart, RPLS No. 5785
State of Texas

STATE OF TEXAS
REGISTERED
WILLIAM C. STEWART
5785
PROFESSIONAL
LAND SURVEYOR

Texas Land Surveying, Inc.
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3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600 www.texas-ls.com
TBPLS FIRM No. 10056200

Parkside on the River

4th Amendment to Development Agreement – Adding "Dufner Tract"

January 27, 2025– Nick Woolery, Assistant City Manager

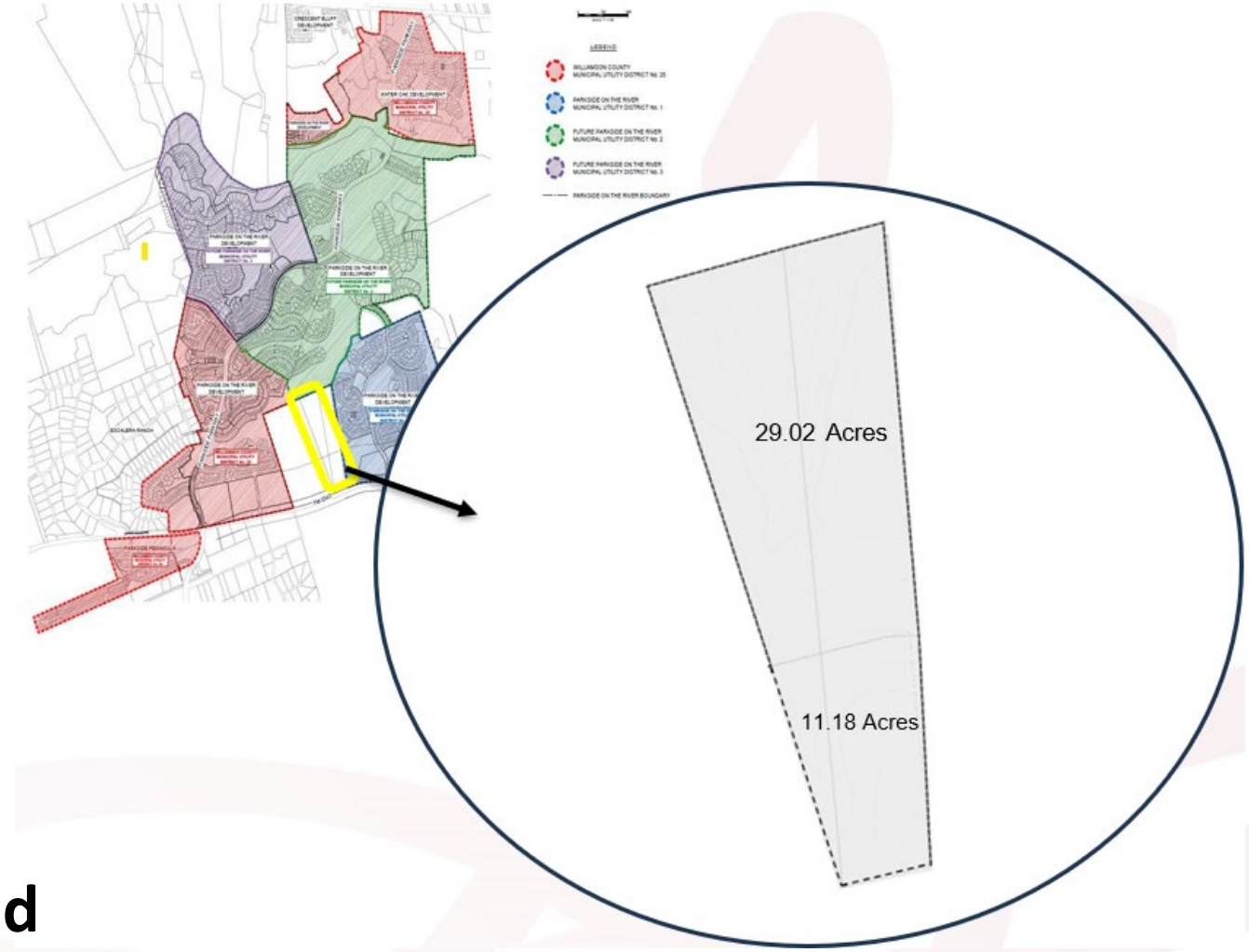
GEORGETOWN TEXAS

Overview

- Background
- Project Location and Description
- Development Agreement Amendments
- City Council Deliberation and Action

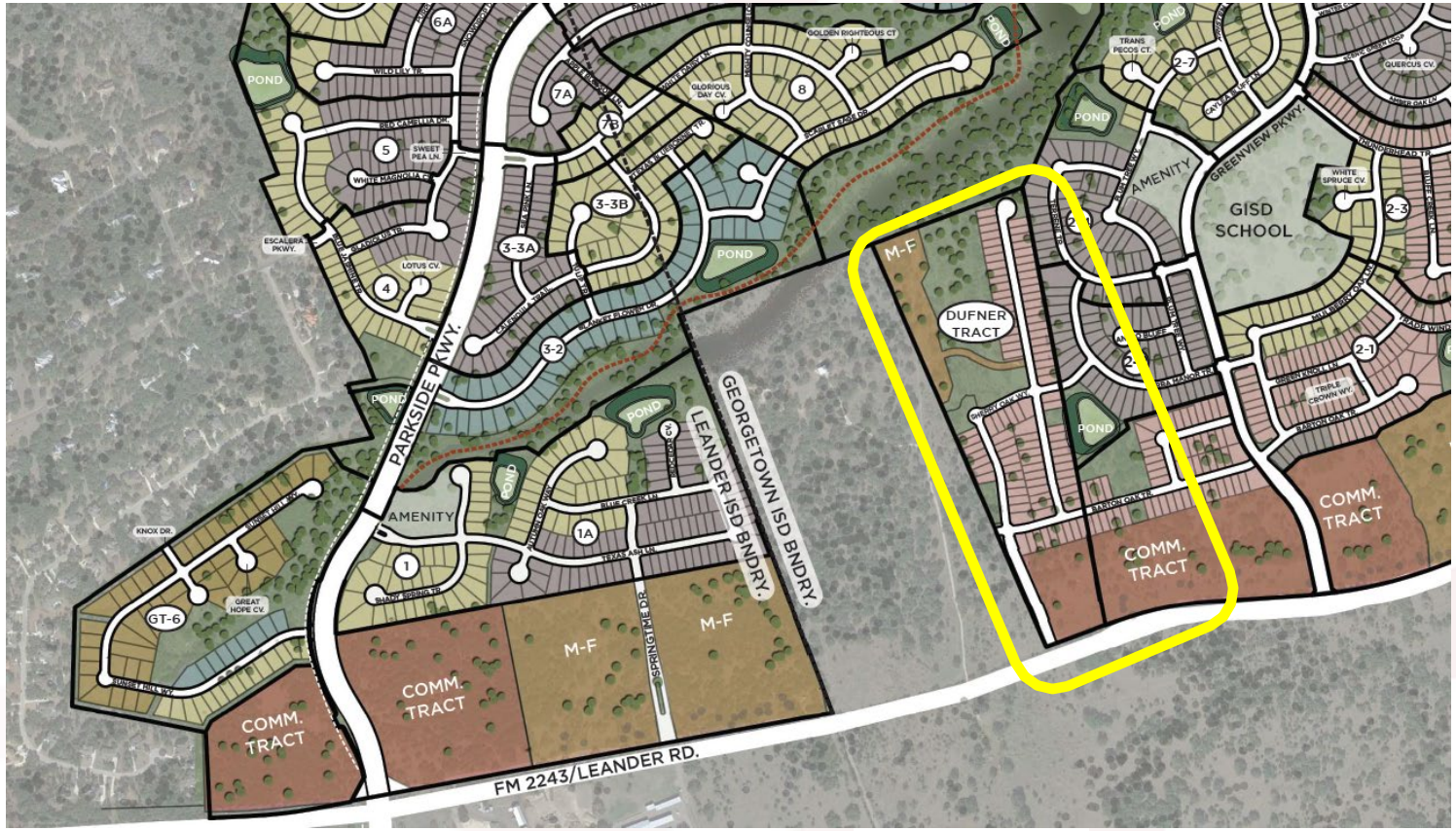
Background

- 2005 - 11.18 acres previously annexed and zoned Agricultural
- 2023 - 29.02 acres annexed and zoned Residential Single-Family
- August 13, 2024 - Council supported staff negotiating an expansion of POR MUD No. 1 and dis-annexing 40.2 acres from City limits



Project Location and Description

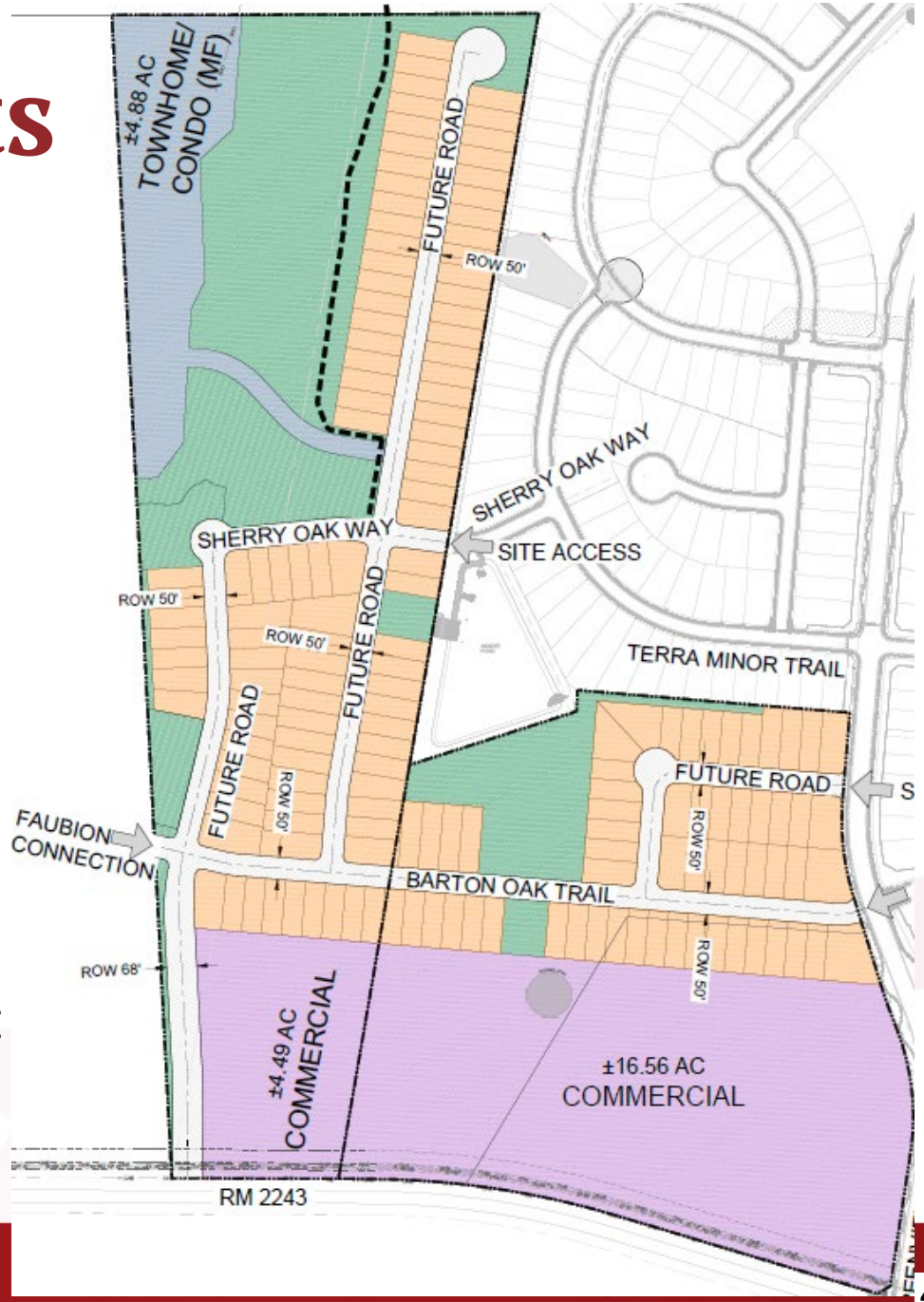
- **"Dufner Tract" = 40.2 acres**
- **Add to Parkside on the River Project**
  - 100 Single family 45' lots
  - 4.49 acres Commercial
  - 4.88 acres Multifamily
- **Annex into POR MUD 1**
- **All items contingent on dis-annexation**



Land Plan Changes

Overview of Amendments

- **Road Improvements**
  - Entry Road
  - Curb Extension Improvements for traffic calming in 8 locations
  - Connectivity to Eastern property
- **Supplemental Transportation Fee-** $1,500 per single-family dwelling unit
- **Dufner Tract Trail-** provides access to the Parkland in neighboring Parkside on the River sections
- **Tree Preservation Requirements-** New code for an application resubmitted
- **Fee-in-lieu of Parkland Development-** $600 per lot



Action Requested

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING ORDINANCE NOS. 2019-69, 2020-84, 2021-40, and 2024-18 AND APPROVING A "FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT FOR PARKSIDE ON THE RIVER SUBDIVISION," REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.