Notice of Meeting of the City Council of the City of Georgetown, Texas April 14, 2026

The Georgetown City Council will meet on April 14, 2026 at 2:00 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 - March 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 FY2026 Mid-Year Budget Amendment
Presentation and discussion regarding the FY2026 Mid-Year Budget Amendment -- Randi Cormack, Budget Manager

1.C Proposed Electric 5-Year Capital Improvement Plan (CIP)
Presentation and discussion regarding the proposed Electric Utility Five-Year Capital Improvement Plan (CIP) for Fiscal Years 2027 through 2031 -- Daniel Bethapudi, Electric Utility General Manager

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 04.14.2026
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 regarding Recharge Water, LP and Upwell Water
- Austin Avenue Bridges
- Deliberation regarding the condemnation case pending in County Court at Law #5 under Cause Number 23-1593-CC5

Sec.551.072: Deliberations about Real Property
- 8th and Forrest
- University and Summercrest
- Deliberation regarding the purchase or value of real property identified by the Williamson County Appraisal District as Parcels R333419, R039676, R384234 and R442341
- Deliberation regarding lease or value of real property locally known as 295 SE Inner Loop, Georgetown, Texas 78626
- Deliberation regarding acquisition of proposed sidewalk easements from properties along the North side of Williams Drive, from IH 35 to Serenada Drive, as part of the Williams Drive Enhancement Project - Access Management Phase

Sec. 551.087: Deliberation Regarding Economic Development Negotiations
- Project Orchard
- Project Gopher
- Project Lost Mine Peak
- Project Aurora

Sec. 551.074: Personnel Matters
- City Attorney and City Manager

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

3.A Call to Order 04.14.2026

Pledge of Allegiance

Recognitions
- Child Abuse Prevention and Awareness Month Proclamation
- Electric Linemen Appreciation Day Proclamation

Actions 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 04.14.2026

- Justina Eddy would like to address the Council regarding adding building codes related to toxins, especially in apartment buildings.
- Jen Bradac would like to address the Council regarding the recent property valuation trends in North Old Town.

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 City Council Meeting Minutes for 03.24.2026

Consideration and possible action to approve the meeting minutes of the City Council meeting held on March 24, 2026 -- Robyn Densmore, City Secretary

5.B Resolution - Civil Service Commission Member Appointment of Stephen Fought

Consideration and possible action to approve a Resolution confirming the appointment of Stephen Fought to the remainder of an unexpired term on the Fire Fighters' and Police Officers' Civil Service Commission -- David Morgan, City Manager

5.C Resolution - ETJ Disannexation - Lester - 19.691 Acres

Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 19.691 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R039080 and owned by Merlin Lester -- Michael Charles, Real Estate Services Coordinator

5.D Resolution - ETJ Disannexation - Sheffield - 1 Acre

Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 1 acre of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R039579 and owned by Keith and Dusti Sheffield -- Michael Charles, Real Estate Services Coordinator

5.E Resolution - ETJ Disannexation - Ward and Burke Berry Creek, Inc. - 7.309 Acres

Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 7.309 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R683456 and owned by Ward and Burke Berry Creek, Inc -- Michael Charles, Real Estate Services Coordinator

5.F Resolution - Bluffview PID Cost Determination

Consideration and possible action to approve a Resolution determining costs of the proposed Public Improvements in the Bluffview Public Improvement District, approving a Proposed Improvement Area #1 Assessment Roll, calling a Public Hearing, and making related findings and determinations in accordance with Chapter 372 of the

Texas Local Government Code -- Nick Woolery, Assistant City Manager

5.G Resolution - Heirloom PID Developer Deposit Agreement
Consideration and possible action to approve a Resolution approving a Developer Deposit Agreement between the City of Georgetown, Texas and Heirloom East TX, LLC and Heirloomtx, LLC, regarding the Heirloom Public Improvement District and making related findings and determinations -- Nick Woolery, Assistant City Manager

5.H Resolution - 2025-8-ANX - 3500 FM 971
Consideration and possible action to approve a Resolution to begin the annexation proceedings for approximately 46.99 acres of City of Georgetown owned property situated in the Joseph Berry Survey, Abstract No. 63, to be known as the Pecan Branch Water Reclamation Facility, generally located at 3500 FM 971, Georgetown, TX 78626 (2025-8-ANX) -- Ryan Clark, AICP, Planning Manager

5.I Purchase a Sanitary Sewer Vacuum Truck
Consideration and possible action to approve the purchase of a Model 900ECO vacuum truck from Houston Freightliner under HGAC contract# HT06-20 for an amount not to exceed $566,186.00 -- Scott Parker, Fleet Services Manager

5.J Fire Hydrant Parts Contract with ACT Pipe & Supply
Consideration and possible action to award a bid to ACT Pipe & Supply for the purchase of fire hydrants parts in an amount not-to-exceed $50,000.00 annually and to authorize the City Manager to execute up to four 1-year renewals for a total not-to-exceed amount of $250,000.00 -- Chelsea Solomon, PE, Water Utility Director

5.K Fire Hydrant Parts Contract with Ferguson Waterworks
Consideration and possible action to award a bid to Ferguson Waterworks for the purchase of fire hydrants parts from ITB 202613 in an amount not-to-exceed $30,000.00 annually and to authorize the City Manager to execute up to four 1-year renewals for a total not-to-exceed amount of $150,000.00 -- Chelsea Solomon, PE, Water Utility Director

5.L Temporary Labor Contract with Openwork, LLC
Consideration and possible action to approve a contract between the City of Georgetown and Openwork, LLC for as needed temporary labor services, with a not to exceed amount of $60,000.00, and to authorize the City Manager to execute the agreement and up to two additional one-year renewals in accordance with the terms of the contract -- Cherie Hernandez, Customer Billing Manager

5.M Neighborhood Park Improvements Construction Contract
Consideration and possible action to approve contract with Choice Builders of Temple, TX in the amount of $623,935.90 for Parkland Improvements of Donegal, Way Point, Vista Vera and Madison Oaks Parks -- Eric Nuner, Parks and Recreation Assistant Director

5.N Third Amendment to Task Order No. A&F-22-001 for the Austin Avenue Improvements Project

Consideration and possible action to approve the Third amendment Task Order A&F-22-001 with Aguirre & Fields LP, Inc. for the Austin Avenue Improvements Project in the amount of $485,593.00 -- Wesley Wright, P.E., Systems Engineering Director

5.O Piggyback agreement with D.I.J. Construction, Inc, for Pavement Markings

Consideration and possible action to approve a piggyback agreement between the City of Georgetown and D.I.J. Construction for the installation of pavement markings and purchase of related products, for a term to end November 5, 2030, in an amount not to exceed $853,265.00 – April Haughey, Assistant Public Works Director

5.P Agreement with Samsara Inc. for Fleet Tracking on all City of Georgetown Vehicles

Consideration and possible action to approve an agreement with Samsara Inc. for fleet tracking on all City of Georgetown vehicles for an amount not to exceed $148,605.69 under Sourcewell contract #102924-SAM and to authorize the City Manager to approve any future purchases that may occur -- Scott Parker, Fleet Services Manager

5.Q Airport Facility Lease with John Cannan Aviation Inc.

Consideration and possible action to approve an airport facility lease between Cannan Aviation Inc and the City of Georgetown -- Matthew Sommerfeld, Airport Manager, and Eric Johnson, Public Works Director

5.R Resolution - Amending Airport Minimum Standards to remove all references to leasing

Consideration and possible action to approve a Resolution to adopting the amended Airport Minimum Standards removing Section 7 regarding leasing -- Eric Johnson, Public Works Director, and Matthew Sommerfeld, Airport Manager

5.S Resolution - Amending Airport Leasing Policy to Align with City Code12.32.300 Amendment

Consideration and possible action to approve a Resolution to amend the Airport Leasing Policy to ensure compliance with amended City Code Section 12.32.300 -- Eric Johnson, Public Works Director, and Matthew Sommerfeld, Airport Manager

5.T Second Reading - Amending Section 12.32.300 Airport Lease provision and restrictions of the Code of Ordinances

Second Reading of an Ordinance amending Chapter 12.32, Georgetown Municipal Airport Use Regulations, Article 111 Leasing, Section12.32.300(A) of the Code of Ordinances -- Eric Johnson, Public Works Director, and Matthew Sommerfeld, Airport Manager

5.U Second Reading - 2025-10-REZ - 601 S Church Street

Second Reading of an Ordinance for a Zoning Map Amendment to rezone, .1652 Acres of Lot 8, Block 11, Glasscock Addition, from the Residential single family zoning district to the Mixed-Use Downtown zoning district, for the property generally located at 601 S. Church Street (2025-10-REZ) --Allyson Iiams, Preservation & Redevelopment Program Manager

5.V Second Reading - 2025-6-ANX - Northlands Water Reclamation Facility
Second Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, 20 acres of City of Georgetown owned property in the Frederick Foy Survey, Abstract No. 229, as the Public Facility (PF) zoning district, for the property generally located at Ronald Reagan Boulevard, to be known as the Northlands Water Reclamation Facility (2025-6-ANX) -- Ryan Clark, AICP, Planning Manager

5.W Second Reading - 2025-7-ANX - Three Forks Water Reclamation Facility
Second Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, 59.54 acres of City of Georgetown owned property in the John Berry Survey, Abstract 51, as the Public Facility (PF) zoning district, for the property generally located at FM 971, to be known as the Three Forks Water Reclamation Plant (2025-7-ANX) -- Ryan Clark, AICP, Planning Manager

5.X Second Reading - 2025-9-ANX - SE Inner Loop
Second Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, 3.266 acres of City of Georgetown owned property in the L.J Dyches Survey, Abstract No. 180, as the Public Facility (PF) zoning district, for the property generally located at SE Inner Loop (2025-9-ANX) -- Ryan Clark, AICP, Planning Manager

5.Y Second Reading - 2026-3-ANX - RM 2243
Second Reading of an Ordinance for the Disannexation of approximately 40.2 acres in the Joseph Thompson Survey, Abstract No. 608, but excluding portions of right-of-way on RM 2243 (Leander Road), currently in the City Limits (2026-3-ANX) -- Jeff Fisher, AICP, Assistant Planning Director

Legislative Regular Agenda

6.A First Reading - 2025-4-ANX - 2200 Shell Road and Shell Spur, 28.93 Acres
Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, approximately 28.93 acres in the Robert Williams Survey, Abstract 524, as the Planned Unit Development (PUD) zoning district, with portions of Right-Of-Way for Shell Road and Shell Spur, for the property generally located at 2200 Shell Road, Georgetown, Texas (2025-4-ANX) -- Ryan Clark, AICP, Planning Manager

6.B First Reading - 2025-12-ANX - 2200 Shell Road and Shell Spur, 14.20 Acres
Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, approximately 14.20 acres in the Robert Williams Survey, Abstract 524, as the Planned Unit Development (PUD) zoning district, with portions of Right-Of-Way for Shell Road and Shell Spur, for the property generally located at 2200 Shell Road, Georgetown, Texas (2025-12-ANX) -- Ryan Clark, AICP, Planning Manager

6.C Development Agreement Related to 2200 Shell Road with NOVA368, LLC
Consideration and possible action to approve a Development Agreement for Transportation Improvements and Major Wastewater Line Easement Acquisition

Assistance related to 2200 Shell Road with Nova368, LLC -- Wesley Wright, PE, Systems Engineering Director

6.D First Reading - 2025-2-ANX - Old FM 1460 Trail

First Reading on an Ordinance for the annexation of approximately 6.351 acres of Right-Of-Way for Old FM 1460 Trail currently in the Extra Territorial Jurisdiction (2025-2-ANX) -- Ryan Clark, AICP, Planning Manager

6.E First Reading - 2026-2-ANX - Cedar Breaks Road ROW

First Reading on an Ordinance for the annexation of approximately 2.098 acres of Right-Of-Way for Cedar Breaks Road currently in the Extra Territorial Jurisdiction (2026-2-ANX) -- Ryan Clark, AICP, Planning Manager

6.F First Reading - Amending the FY2026 Annual Budget for Mid-Year Obligations

First Reading of an Ordinance amending the FY2026 Annual Budget for Mid-Year obligations that were not known at the time the budget was adopted -- Randi Cormack, Budget Manager

6.G Resolution Pursuant to Government Code Section 2206.053 - Wolf Ranch Parkway Road Expansion from SH 29 to Rivery Boulevard

Consideration and possible action to approve a Resolution pursuant to Government Code Section 2206.053 finding that portions of properties along Wolf Ranch Parkway between SH 29 and Rivery Boulevard (“Project”), Georgetown TX 78628, and owned by the following property owners: NNN Georgetown TX Owner LP; Gray Fox Holdings LLC; Wolf Lakes LP; Owners Association of Wolf Ranch Residential Community Association; Residences of Wolf Lakes LP; H4WR Phase 2, LLC; Wolf Lakes Property Owners Association, Inc.; Wolf Lakes Multifamily Owner, LLC; Stephen Kahng; Inland Western Georgetown Rivery Limited Partnership; Wal-Mart Real Estate Business Trust; Carroll at Rivery Ranch LLC: HD Development Properties, L.P.; Wolf Ranch, LLC; The Summit II At Rivery Park LTD.; Strategic Entertainment Group; Novak Land Office LLC; Lalani Rivery Suites, LLC, are necessary for the Wolf Ranch Parkway Road Improvements Project; and authorizing eminent domain proceedings for the acquisition of fee simple right-of-way (“ROW”) or any lesser interest from said properties -- Scott Mikel, Real Estate Services Coordinator

6.H Resolution Pursuant to Government Code Section 2206.053 - Cimarron Hills Force Main and Gravity Sewer Line Extension Project

Consideration and possible action to approve a Resolution pursuant to Government Code Section 2206.053 finding that a portion of a commercial property located at 5451 W State Highway 29., Georgetown TX 78628 and owned by Barbara Supak, Adolf F. Supak, Shannon Scott Supak (otherwise known as Scott Supak), Shelly Christine Miller (otherwise known as Shelley Christine Supak), Timothy Miller, and HRL Rocky Top LLC Series “A” Only, is necessary as part of the City’s Cimarron Hills Force Main and Gravity Sewer Line Extension Project, and authorizing eminent domain proceedings for the acquisition of a wastewater easement and temporary construction easement, or any lesser interest from said property –- Scott Mikel, Real Estate Services Coordinator

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 _____, 2026, at _____, and remained so posted for at least three business days preceding the scheduled time of said meeting.

_____

Robyn Densmore, City Secretary

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Employee Recognition - Years of Service - March 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
- Cindy Medrano - CAPE
- Jackson Vacek - Fire
- Jesse Vigil-Cambron - Fire
- Joshua Hughes - Fire
- Liz Pedrosa - Library
- Jamie Bradford - Parks & Recreation
- Anthony Para - Water
- Antonio Borja - Water

Ten Years
- Weston O'Donnell - Permitting & Inspections

Fifteen Years
- Mike Maldonado - Electric
- Zeke Rodriguez - Finance

FINANCIAL IMPACT:
NA

SUBMITTED BY:
Meghan Coffelt, Human Resources and OD

ATTACHMENTS:
March 2026 Years of Service Celebration.pdf



City of Georgetown
March 2026 Years of Service Celebration



Cindy Medrano
CAPE



Jackson Vacek
Fire



Jesse Vigil-Cambron
Fire



Joshua Hughes
Fire



Liz Pedrosa
Library



Jamie Bradford
Parks & Rec



Anthony Para
Water



Antonio Borja
Water

Celebrating 5 Years of Service



Weston Odonnell
Permitting & Inspections

Celebrating 10 Years of Service



Mike Maldonado
Electric



Zeke Rodriguez
Finance

Celebrating 15 Years of Service

#LoveWhereYouWork



GEORGETOWN
TEXAS

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
FY2026 Mid-Year Budget Amendment

SUGGESTED ACTION:
Presentation and discussion regarding the FY2026 Mid-Year Budget Amendment -- Randi Cormack, Budget Manager

ITEM SUMMARY:
Each year the City brings forward a mid-year budget amendment. The Charter and State Law allow the budget to be amended for other municipal purposes that were not foreseen at the time the original budget was adopted. The total amendment decreases expense appropriation by $553 thousand and revenue by $7.3 million.

The attached Exhibit-A shows a summary income statement for each affected fund before with a proposed amendment.

In the General Fund, this amendment lowers franchise and PILOT revenue from the electric utility to better align with current projections from electric retail sales revenue and consumption. In addition, this amendment will recognize revenue transferred in from the animal services SRF and appropriate developer contributions from the Master Development Fee Reserve. The funding for the animal services SRF will be used to offset the contribution to the City's portion of the regional animal shelter. The master development fee revenue will be used for costs associated with the widening of Ronald Reagan BLVD between Williams Drive and SH195.

Per the Fiscal and Budgetary Policy, the General Fund will transfer $1.5M to Council Discretionary. This transfer reflects the amount of revenue surplus or expense savings from the prior fiscal year after replenishing contingency, revenue stability reserve, and one-time uses in FY2026.

Several Capital Projects have experienced price escalation or a change in timing or scope. This amendment provides $2.5 million in funding for remodeling the visitor center, which will be funded from tourism, as well as $639 thousand in funding for various transportation projects.

The Information Technology fund is seeing an escalated scope for the CSC datacenter, and this amendment seeks to appropriate an additional $2.2 million in funding for the first year of that project.

Finally, this amendment addresses a slower ramp up of large load customers in electric which reduces their purchase power costs and their sales revenue.

This amendment captures other miscellaneous items that were not known at the adoption of the FY2026 Budget.

The following funds are amended: General, Capital Projects, Tourism, Council Discretionary Library,

Police Federal Seizures & Forfeitures, Police Forfeitures, Animal Services, Preserve at Water Oak PID, GTEC, Fleet Services, Joint Services, Information Technology, Self Insurance, Airport Operations, Electric, and Water.

FINANCIAL IMPACT:
The proposed budget amendment would decrease appropriation by $553 thousand.

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
FY2026 MYBA Presentation.pdf
FY2026 MYBA Narrative.pdf
Exhibit A - Fund Schedules.pdf
Exhibit B - Position Control.pdf
Exhibit C - Revenue and Expense Detail.pdf

FY2026 Mid-Year Budget Amendment

Mid-Year Budget Amendment

Agenda

- Changes to Capital Projects
- Electric Purchase Power and Retail Sales Revenue
- Other Changes and Additions

Mid-Year Budget Amendment

Capital Projects – General Capital Projects

- Projects impacted by price escalation:
  - Ridgeline - $200 thousand
  - Bluffview Trails- $147 thousand

- Reduction in funding and expenses:
  - Berry Creek Trail - $1 million

- Insurance Funded Projects
  - San Gabriel Low Water Crossing - $741 thousand

Mid-Year Budget Amendment

Capital Projects – General Capital Projects

- Transportation Impact Fee funded:
  - Study for Sycamore to SH195 $40 thousand
- Change in Project Timing
  - Visitor Center Renovations - $2.5 million
- Developer Contribution Funded Projects
  - Berry Creek Highlands/SH195 traffic Signal - $400 thousand

Mid-Year Budget Amendment

Personnel Updates

- Electric Fund
  - Added an FTE – SCADA System Analyst with a Mid-Year impact of $52 thousand
    - Estimate start date 6/1/26, $155 thousand annual cost in future years

- Water Fund
  - Added an FTE – Project Manager that was reclassed in FY2022 out of water. This amendment is to reinstate that position in water with a hire date in FY2027.
    - No financial impact in FY2026

Mid-Year Budget Amendment

Other Additions & Changes – General and Joint Services Funds

- Expense:
  - Yearwood MUD: Widening of Ronald Reagan BLVD between Williams Drive and SH195 - $740 thousand
  - RideGTX - $136 thousand
  - Library replacement cooler - $16 thousand
  - Property & Casualty Insurance increase - $120 thousand
  - Merchant Services RFP - $8.5 thousand
  - Transfer to Council Special Revenue Fund - $1.5 million

- Revenue:
  - Animal Services SRF transfer - $413 thousand
  - Electric Pilot and Franchise Fees – reduced by $829 thousand
    - Reduce revenue stability reserve by the same amount

Mid-Year Budget Amendment

Other Additions & Changes – Fleet and Self Insurance

- Appropriation for vehicles
  - Wireless Communications Program Manger - $42 thousand
    - New position in FY2026 and needs a vehicle

- Self Insurance Fund
  - Additional Mental Health Provider for First Responders and Emergency Communication Employees -$50 thousand

Mid-Year Budget Amendment

Other Additions & Changes – Special Revenue Funds

- Animal Services - $413 thousand transfer out
  - Closing the Animal Services SRF and transfer remaining balance to GF
- Police Federal Seizures & Forfeitures - $153 thousand
- Police Forfetirues – State and Local - $986
- Preserve at Water Oak PID
  - Increased revenue of $389 thousand
  - Increased expense of $60 thousand
- Tourism fund – $2.5 million
  - Transfer out to GF for Visitor Center Renovations
- Council Discretionary - $1.5 million transfer in

Mid-Year Budget Amendment

Other Additions & Changes – Special Revenue Funds

- Library
  - $64 thousand from reserve funds for potential donation shortfalls
- GTEC
  - $7.5 million decrease in revenue and expenses
    - Wolf Ranch Parkway does not need additional funding at this point so we will not issue this additional debt

Mid-Year Budget Amendment

Other Additions & Changes – Airport

- Airport
  - $70 thousand decrease on bond proceeds and in expenses
    - Due to a decrease in cost for Air Traffic Control Tower project
  - $177 thousand for the city's portion of purchase of land with the rest of the $2.5 million funded by a TxDOT grant

Mid-Year Budget Amendment

Other Additions & Changes – Electric

- Purchase Power and Electric Retail Sales Revenue
  - Trending less than budget based on MWHs. Projected through the year MWHs purchases are 80,000 less than budget. This impacts both budgeted revenues and expenses in electric:
    - Purchase Power – reduction of $6.3 million (expense)
    - Electric Retail Sales Revenue – reduction of $4.8 million (revenue)
- Renewable Energy Credits
  - Continue to see a decrease in pricing through the year
    - Renewable Energy Credits – reduction of $326 thousand (revenue)
- Motorola Service Agreement
  - $16 thousand (expense)

Mid-Year Budget Amendment

Other Additions & Changes – Water

- Dove Springs Package Plant
  - This lease will provide temporary capacity
    - $1.5 million – approved in FY25 but not rolled forward

Mid-Year Budget Amendment

FY2027 Budget Planning

- Conservative planning – interest earnings and sales tax
- Continuation to prioritize infrastructure in the Electric and Water Utility
- Water resource planning
- Price escalation – Vehicles and IT costs
- Continue pressure on rates and fees in various utilities
- Multi-year approach to identify revenue and expense pressures and the timing of service level requests

Mid-Year Budget Amendment

Questions and Next Steps

- First reading on tonight's agenda
- Capital planning workshops through May and June
- 2nd quarter report on June 9th
- Staff working on projections for FY2026 – monitoring key revenues and working with departments on expense projections

FY2026: Mid-Year Budget Amendment

Each year, the city amends the budget for multi-year capital projects, as well as operational changes that were unknown at the time the budget was adopted. Additionally, a reconciliation of the position control model was done to ensure that all positions are reflected accurately in their cost centers. There was no financial impact of this reconciliation.

General Capital Project Fund:

This amendment contains impact to capital projects due to price escalation, change in scope and design and new projects. Total amendment to the General Capital Project Fund totals $3,921,113 in expense and recognizing $3,573,703 in additional revenue, predominately from interfund transfers.

Reducing Berry Creek grant revenue and expenses - $1,000,000
Visitor Center Renovation - $2,513,000
San Gabriel Low Water Crossing - $741,323
Ridgeline - $200,000 (CO Bond interest)
Bluffview Trails - $147,410 (CO Bond interest)
Shell Road Study for Sycamore to SH195 - $39,890 (TIA fees)
Berry Creek Highlands/SH195 Traffic Signal - $400,000 (Developer Contributions)

The city received insurance payments for the 2025 flooding damage to the **San Gabriel Low water crossing**. The insurance proceeds will be used as revenue and appropriate the funds to the project. The City will look to reallocate the previously committed 2025 bonds to eligible other park projects.

The City is moving forward with a **renovation** of the existing **Visitors Center** to address long-standing facility and infrastructure needs while enhancing the overall visitor experience. Improvements to the facility were first identified in the 2019 Tourism Strategic Plan, and while several options were explored, renovating the current space has proven to be the most efficient and effective solution based on cost, operations, and community impact. Recent deterioration in building conditions has made these updates more urgent, requiring temporary closure and relocation of staff to prevent more significant and costly issues.

This project presents an important opportunity to modernize the space, improve accessibility and safety, and better serve visitors through updated layouts, enhanced retail areas, additional restrooms, and improved technology. The renovation also supports the goals of the Downtown Master Plan and ensures the Visitors Center remains a functional, welcoming, and sustainable asset for years to come. Total cost of the renovation is $2.5 million, which is a transfer of available capital reserve balance in the Tourism Fund.

General Fund:

This amendment recognizes several revenue sources paid to the general fund from the Electric Utility coming in under budget due to slower than anticipated ramp ups of very large commercial & industrial customers. The **franchise fees** are estimated to come in **$242 thousand** under budget and the payment in lieu of taxes, or **PILOT**, is estimated to be **$587 thousand** under budget. The offsetting expenses and revenue are recognized later in this report under the electric fund section. To offset the impact on the general fund, staff are proposing to utilize the revenue stability reserve, funded at 8% of General Fund operating expenses, or $7.1M. Per the City's Fiscal and Budgetary Policy, the revenue stability reserve is

designated to temporarily offset a decline, or projections under budget of actuals, in any General Fund revenue source.

The City is liquidating the **Animal Services** special revenue fund due to the closing of the animal shelter. The remaining balance of **$413 thousand** will be transferred to the general fund and recognized as a revenue. It will be used to offset the cost the City pays annually to the Williamson County Regional Animal Shelter.

Included in this amendment is **$740 thousand** increase in appropriations for the widening Ronald Reagan Blvd between Williams Drive and SH195. Design is currently being finalized, and construction is expected to start in late FY2026. The scope of the project includes a new bridge over Berry Creek, immediately to the east of Sun City Blvd. These funds are being proposed to offset the cost of a city requested widening of that bridge to accommodate a full westbound right turn/deceleration lane at Northbound Sun City Blvd which is an arterial roadway on the city's Future Mobility Plan. While this Northbound Sun City Blvd extension does not currently exist, a development agreement for property to the north that would construct and necessitate this right turn lane is actively being negotiated. Ultimately, these funds will be reimbursed to the city as part of the first MUD debt issuance associated with the proposed development. Staff are proposing to use master development fees reserve to pay for the expense.

This amendment includes an increased appropriation of **$136 thousand** for the **rideGTX** public transportation program to address usage and program adjustments. Ridership continues to increase, with the average monthly service cost currently estimated at approximately $36,000 ($288,000 for February-September). In addition, increased ridership associated with the Two-Step event (two days) and the Red Poppy Festival (three days) is projected to result in an additional $25,000 in service costs.

City staff are recommending an increase in appropriation of **$16 thousand** for a **replacement display cooler** for the library café since the current one is repaired frequently to maintain adequate temperature levels for food safety.

Finally in the General Fund, according to the City's Fiscal and Budgetary Policy, staff is recommending **transferring $1.5 million** to the Council Discretionary fund. This transfer represents the amount of revenue surplus or expense savings from the prior fiscal year after replenishing FY2026 contingency needs, accounting for the revenue stability reserve, and other eligible one-time expenses programmed into the FY2026 budget.

SPECIAL REVENUE FUNDS:

Tourism
The **visitor center renovations** in the general capital projects will be funded by a transfer from the Tourism fund. This is to increase appropriations for the tourism fund by **$2.5 million.**

Council Discretionary
This amendment recognizes a **$1.5 million** transfer from the General Fund. These dollars can be used for eligible one-time expenses per City Council direction.

Police Federal Seizures & Forfeitures Fund

- Increased appropriations of $152,987 eligible to spend on one-time police equipment.

Police Forfeitures – State & Local

- Increased appropriations of $986 eligible to spend on one-time police equipment.

Animal Services

Due to the closing of the Animal Shelter, the city will transfer the remaining fund balance to the general fund to close this special revenue fund. The remaining balance of **$413 thousand** will be recognized as revenue in the general fund and be used for the FY2026 annual contribution to WCRAS.

Preserve at Water Oak PID

- Increased revenue of $389,243
- Increased expense of $60,000 PID administration fees.

LIBRARY FUND:

The Library donations revenue this year might fall short of anticipated expense needs and so they are asking for **$64 thousand** in reserved funds to be appropriated to cover any shortfalls.

GEORGETOWN TRANSPORTATION ENHANCEMENT CORPORATION (GTEC) FUND:

This amendment is to reduce the budget and expense from the 2026 COs in the amount of $7.5 million for **Wolf Ranch Parkway.** This is due to the fact that we have $22 million already budgeted and available and we are not ready for construction. Furthermore, the city needs more information on pricing before we issue additional debt. This will reduce the revenues by **$7.5 million** and reduce the expenses by **$7.5 million** (the cost of the project and the cost of the debt issuance).

INTERNAL SERVICE FUNDS:

Information Technology Fund

Due to the location change of the **customer service center**, the IT infrastructure required was greater than initially planned and not included in the project cost. This amendment is to increase appropriation by an additional **$2.3 million** in appropriation. The expense will come from liquidating part of the capital reserve in the IT Fund. This amount covers the eligible one-time cost for the project and the capital reserve remains in compliance with the Fiscal and Budgetary Policy.

In the Spring of 2026, the city will likely select a new benefits provider, and they will need **integration with Workday** software, the city's ERP. This will likely require a third part completion and so this request is for an increase in expenses of **$70 thousand.**

Finally, there is an amendment for **$46 thousand** for an overhire of a critical **IT manager** position that has announced his tentative retirement in the Summer of 2026. This position overseas many of the complex software integrations with workday and this overhire would allow the new manager the benefit of learning from the current manager before they retire.

Fleet Services Fund

Through the FY2026 budget process, Fleet proposed repurposing an underutilized replacement vehicle for the approved Wireless Communications Program Manager. Upon further assessment of the vehicle, it was found to have issues and be more cost effective to replace it vs. repair it. The expense to purchase the vehicle was not appropriated through the

FY2026 budget development. This amendment proposes an increase of $42 thousand from fleet fund balance.

Joint Services Fund
The joint service fund will increase appropriations in **finance administration** for a merchant services request for proposal in the amount of **$8.5 thousand** and in the **citywide human resources** for an increase in property and casualty insurance cost in the amount of **$120 thousand.**

Self Insurance Fund
An increase of **$50 thousand** in the self-insurance fund is for an additional provider for **mental health for first responders** and emergency communications employees. The city is working with Insight Counseling Services to provide this additional coverage.

ENTERPRISE FUNDS:

AIRPORT:
This budget amendment includes a reduction in the amount of bond proceeds needed for the **air traffic control tower**. A decrease in **$70 thousand** will be reflected in the bond proceeds and in the non-operating expenses.

Additionally, the airport is **purchasing land** for $2.5 million with a TxDOT grant. The TxDOT grant will cover about 92% of the purchase price with the city having to pay **$177 thousand** so this amendment will increase appropriations to cover that.

ELECTRIC:
The Electric Fund is requesting a full-time position, **SCADA System Analyst,** with an anticipated start date of June 1st. The Electric SCADA group currently has one employee who must maintain the existing SCADA system, complete needed capacity improvements, and support the implementation of new the SCADA and DMS software. Adding an additional support staff position is necessary to help with project testing, coordination, and troubleshooting while keeping daily operations covered. The new full-time employee prorated salary, benefits, and operational needs including a vehicle total of **$155 thousand**.

Included in the amendment for electric is the adjustment for purchase power, REC revenue, sales revenue and franchise fees.

Staff are recommending a reduction in **purchase power expenses** totaling **$6.3 million**. MWH purchases forecasted throughout the year are trending 82,000 MWH less than budget largely due to the very large customers not increasing production as projected. This amendment also recognizes the reduction of electric retail sales revenue related to the forecasted MWHs. Staff are proposing a **reduction to electric retail sales revenue** totaling **$4.8 million.** This reduction in revenue has an impact on the amount appropriated for **Payment in Lieu of Taxes (PILOT)** and **Franchise Fees** expenses, reducing the appropriation by **$587 thousand** and **$242 thousand** respectively.

Renewable energy credit prices have fallen significantly over the past year, resulting in a decline in renewable energy credit revenue. To address the decline, this amendment reduces renewable energy credit revenue by **$326 thousand**.

This amendment appropriates **$16 thousand** for a **Motorola service agreement** that resides in the newly created electric control center.

The electric fund is projected to meet all reserve requirements.

WATER:

The **Dove Springs Package Plant** lease will provide temporary capacity while other basins are taken offline for drainage and rehabilitation. This amendment appropriates **$1.5 million** for the lease. This amount was originally approved in FY2025 but was not included in the roll forward and fell to fund balance.

In FY2022 the Engineer was reclassified to Project Manager for the groundwater project. This amendment is to add the position back to Water (+1) on position control. There is no financial impact in FY2026. The budget will be added in FY2027.

POSITION CONTROL:

Finance worked with Human Resources to restate position control. The total number of authorized positions is accurately reflected in Exhibit B – Position Control. There is no financial impact associated with the change in the position control schedule.

General Fund	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**38,522,544**	**(1,047,134)**	**37,475,410**
Revenue			
40001:Property Taxes	23,370,763	-	23,370,763
40002:Sales Taxes	32,774,595	-	32,774,595
40005:Franchise Taxes	10,711,049	(242,474)	10,468,575
40008:Other Taxes	750,000	-	750,000
41001:Fines	638,575	-	638,575
42001:Interest Income	1,782,000	-	1,782,000
43001:Fees	12,554,266	-	12,554,266
43003:Permits	4,825,000	-	4,825,000
43004:Administrative Charges	3,860,492	-	3,860,492
43005:Rental Revenue	58,846	-	58,846
44001:Grant Revenue	-	-	-
44502:Developer Contributions	-	400,000	400,000
44503:Interlocal Agreement Revenue	7,833,534	-	7,833,534
44504:Donations	-	-	-
44505:Sponsorship	3,000	-	3,000
45001:Misc Revenue	413,371	-	413,371
45002:Insurance Proceeds	-	-	-
45003:Misc Reimbursements	6,180	-	6,180
45004:Sale of Property	-	-	-
70001:Transfers In	1,053,282	413,302	1,466,584
70002: Payment in Lieu of Taxes	19,840,639	(586,966)	19,253,673
Revenue Total	**120,475,592**	**(16,138)**	**120,459,454**
Expense			
CC0001 Non-Departmental	2,590,000	1,914,365	4,504,365
CC0104 Development Administration	410,435	-	410,435
CC0105 Development Engineering	1,717,497	-	1,717,497
CC0107 Planning	3,117,752	-	3,117,752
CC0202 Parks Administration	1,942,992	-	1,942,992
CC0210 Library	4,165,054	16,000	4,181,054
CC0211 Parks	3,786,693	-	3,786,693
CC0212 Recreation	5,015,792	-	5,015,792
CC0213 Tennis Center	596,933	-	596,933
CC0215 Garey Park	1,527,922	-	1,527,922
CC0218 Downtown, Arts, & Events	805,268	-	805,268
CC0311 311 Call Center	1,159,392	-	1,159,392
CC0316 Municipal Court	757,318	-	757,318
CC0402 Fire Support Services/Administration	8,175,605	-	8,175,605
CC0422 Fire Emergency Services	24,906,269	-	24,906,269
CC0448 EMS	4,409,394	-	4,409,394
CC0536 Inspection Services	2,889,780	-	2,889,780
CC0602 Administrative Services	2,740,113	-	2,740,113
CC0605 Emergency Management	561,706	-	561,706
CC0634 City Council Services	276,929	-	276,929
CC0635 City Secretary Services	1,876,024	-	1,876,024
CC0638 General Government Contracts	9,461,598	740,339	10,201,937
CC0655 Communications/Public Engagement	1,612,110	-	1,612,110
CC0702 Police Administration	3,138,690	-	3,138,690
CC0742 Police Operations	26,827,717	-	26,827,717
CC0744 Animal Services	619,040	-	619,040
CC0745 Code Compliance	844,956	-	844,956
CC0802 Public Works	795,734	-	795,734
CC0846 Streets	5,245,714	-	5,245,714
CC0847 Transportation Planning	1,590,401	136,000	1,726,401
Expense Total	**123,564,828**	**2,806,704**	**126,371,532**
Ending Fund Balance	**35,433,307**	**(3,869,976)**	**31,563,331**
Reserves			
MDF Reserve	1,489,158	(740,333)	748,825
Benefit Payout Reserve	340,000	-	340,000
Contingency Reserve	22,088,107	-	22,088,107
Revenue Stability Reserve	7,166,364	(829,440)	6,336,924
Reserves Total	**31,083,629**	**(1,569,773)**	**29,513,856**
Available Fund Balance	**4,349,678**	**(2,300,203)**	**2,049,475**

Capital Project	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**219,415,182**	**(1,717,342)**	**217,697,840**
Revenue			
41602:Impact Fees	-	-	-
42001:Interest Income	7,034,600	-	7,034,600
43001:Fees	4,485,361	39,380	4,524,741
44001:Grant Revenue	35,435,267	(1,000,000)	34,435,267
45001:Misc Revenue	-	-	-
45002:Insurance Proceeds	-	741,323	741,323
45003:Misc Reimbursements	-	-	-
46001:Bond Proceeds	90,353,500	-	90,353,500
46002:Bond Premium	-	-	-
70001:Transfers In	2,500,000	3,793,000	6,293,000
Revenue Total	**139,808,727**	**3,573,703**	**143,382,430**
Expense			
CC0001 Non-Departmental	10,512,549	-	10,512,549
CC0211 Parks	12,036,739	(111,267)	11,925,472
CC0302 Finance Administration	31,426	-	31,426
CC0319 Facilities	89,149,721	3,393,000	92,542,721
CC0402 Fire Support Services/Administration	160,134	-	160,134
CC0526 Systems Engineering	178,892,380	639,380	179,531,760
CC0602 Administrative Services	1,759,862	-	1,759,862
CC0802 Public Works	42,939,457	-	42,939,457
CC0846 Streets	2,500,000	-	2,500,000
CC0847 Transportation Planning	-	-	-
Expense Total	**337,982,267**	**3,921,113**	**341,903,380**
Ending Fund Balance	**21,241,642**	**(2,064,752)**	**19,176,890**
Reserves			
TIF Reserve	947,244	-	947,244
TIA Reserve	1,000,000		1,000,000
Interest Reserve	6,000,000	(347,410)	5,652,590
Reserves Total	**7,947,244**	**(347,410)**	**7,599,834**
Available Fund Balance	**13,294,398**	**(1,717,342)**	**11,577,056**

Tourism	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**3,877,330**	**-**	**3,877,330**
Revenue			
40008:Other Taxes	2,100,000	-	2,100,000
42001:Interest Income	128,700	-	128,700
43001:Fees	-	-	-
44505:Sponsorship	100,000	-	100,000
45001:Misc Revenue	135,000	-	135,000
45003:Misc Reimbursements	61,189	-	61,189
Revenue Total	**2,524,889**	**-**	**2,524,889**
Expense			
CC0001 Non-Departmental	222,657	2,513,000	2,735,657
CC0208 CVB	2,090,406	-	2,090,406
CC0218 Downtown, Arts, & Events	47,250	-	47,250
CC0254 Poppy Festival	292,000	-	292,000
Expense Total	**2,652,313**	**2,513,000**	**5,165,313**
Ending Fund Balance	**3,749,906**	**(2,513,000)**	**1,236,906**
Reserves			
Contingency	490,767	-	490,767
Capital Reserve	2,614,452	(1,900,000)	714,452
Reserves Total	**3,105,219**	**(1,900,000)**	**1,205,219**
Available Fund Balance	**644,687**	**(613,000)**	**31,687**

Council Discretionary	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**2,883,275**	**(83,189)**	**2,800,086**
Revenue			
42001:Interest Income	198,000	-	198,000
70001:Transfers In	-	1,514,365	1,514,365
Revenue Total	**198,000**	**1,514,365**	**1,712,365**
Expense			
CC0001 Non-Departmental	700,000	-	700,000
Expense Total	**700,000**	**-**	**700,000**
Ending Fund Balance	**2,381,275**	**1,431,176**	**3,812,451**
Reserves			
Contingency	-	-	-
Capital Reserve	-	-	-
Reserves Total	**-**	**-**	**-**
Available Fund Balance	**2,381,275**	**1,431,176**	**3,812,451**

Streetlight Fund	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**79,995**	**-**	**79,995**
Revenue			
42001:Interest Income	11,000	-	11,000
43001:Fees	1,302,659	-	1,302,659
45001:Misc Revenue	(6,000)	-	(6,000)
Revenue Total	**1,307,659**	**-**	**1,307,659**
Expense			
CC0001 Non-Departmental	-	-	-
CC0517 Streetlight Administration	1,213,640	-	1,213,640
Expense Total	**1,213,640**	**-**	**1,213,640**
Ending Fund Balance	**174,014**	**-**	**174,014**
Reserves			
Reserves Total	**-**	**-**	**-**
Available Fund Balance	**174,014**	**-**	**174,014**

Library	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**100,273**	**-**	**100,273**
Revenue			
42001:Interest Income	3,500	-	3,500
43001:Fees	-	-	-
44001:Grant Revenue	-	-	-
44504:Donations	106,000	-	106,000
Revenue Total	**109,500**	**-**	**109,500**
Expense			
CC0210 Library	145,152	64,000	209,152
Expense Total	**145,152**	**64,000**	**209,152**
Ending Fund Balance	**64,621**	**(64,000)**	**621**
Reserves			
Reserves Total	**-**	**-**	**-**
Available Fund Balance	**64,621**	**(64,000)**	**621**

268 Police Federal Seizures & Forfeitures	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**74,737**	**107,953**	**182,690**
Revenue			
42001:Interest Income	297	-	297
44002:Federal Forfeitures	-	-	-
Revenue Total	**297**	**-**	**297**
Expense			
CC0702 Police Administration	30,000	152,987	182,987
Expense Total	**30,000**	**152,987**	**182,987**
Ending Fund Balance	**45,034**	**(45,034)**	**-**
Reserves			
Reserves Total	**-**	**-**	**-**
Available Fund Balance	**45,034**	**(45,034)**	**-**

269 Police Forfeitures - State & Local	FY2026 Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**10,788**	**(2)**	**10,786**
Revenue			
42001:Interest Income	200	-	200
Revenue Total	**200**	**-**	**200**
Expense			
CC0742 Police Operations	10,000	986	10,986
Expense Total	**10,000**	**986**	**10,986**
Ending Fund Balance	**988**	**(988)**	**-**
Reserves			
Reserves Total	**-**	**-**	**-**
Available Fund Balance	**988**	**(988)**	**-**

Animal Services	FY2026 Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**358,742**	**54,560**	**413,302**
Revenue			
42001:Interest Income	-	-	-
43001:Fees	-	-	-
44504:Donations	-	-	-
Revenue Total	**-**	**-**	**-**
Expense			
CC0744 Animal Services	-	413,302	413,302
Expense Total	**-**	**413,302**	**413,302**
Ending Fund Balance	**358,742**	**(358,742)**	**-**
Reserves			
Reserves Total	**-**	**-**	**-**
Available Fund Balance	**358,742**	**(358,742)**	**-**

Preserve at Water Oak PID	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**-**	**-**	**-**
Revenue			
40001:Property Taxes	-	389,243	389,243
44502:Developer Contributions	-	-	-
Revenue Total	**-**	**389,243**	**389,243**
Expense			
CC0601 PID Administration	-	60,000	60,000
Expense Total	**-**	**60,000**	**60,000**
Ending Fund Balance	**-**	**329,243**	**329,243**
Reserves			
Reserves Total	**-**	**-**	**-**
Available Fund Balance	**-**	**329,243**	**329,243**

GTEC	FY2026 Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**101,866,290**	**(45,116)**	**101,821,174**
Operating Revenue			
40002:Sales Taxes	14,566,542	-	14,566,542
42001:Interest Income	1,684,000	-	1,684,000
Operating Revenue Total	**16,250,542**	**-**	**16,250,542**
Operating Expense			
CC0001 Non-Departmental	-	-	-
CC0500 GTEC	642,931	-	642,931
Operating Expense Total	**642,931**	**-**	**642,931**
Non-Operating Revenue			
44001:Grant Revenue	2,880,238	-	2,880,238
45003:Misc Reimbursements	110,000	-	110,000
46001:Bond Proceeds	7,500,000	(7,500,000)	-
46002:Bond Premium	-	-	-
Non-Operating Revenue Total	**10,490,238**	**(7,500,000)**	**2,990,238**
Non-Operating Expense			
CC0001 Non-Departmental	7,455,388	(75,000)	7,380,388
CC0500 GTEC	72,512,894	(7,500,000)	65,012,894
Non-Operating Expense Total	**79,968,282**	**(7,575,000)**	**72,393,282**
Ending Fund Balance	**47,995,857**	**29,884**	**48,025,741**
Reserves			
Contingency Reserve	3,641,635		3,641,635
Debt Service Reserve	7,276,535		7,276,535
Reserves Total	**10,918,170**	**-**	**10,918,170**
Available Fund Balance	**37,077,687**	**29,884**	**37,107,571**

Fleet Services Fund	FY2026 Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**11,076,831**	**(396,861)**	**10,679,970**
Revenue			
42001:Interest Income	811,800	-	811,800
43004:Administrative Charges	5,655,304	-	5,655,304
45001:Misc Revenue	-	-	-
45002:Insurance Proceeds	200,000	-	200,000
45003:Misc Reimbursements	-	-	-
45004:Sale of Property	-	-	-
70001:Transfers In	6,742,000	-	6,742,000
Revenue Total	**13,409,104**	**-**	**13,409,104**
Expense			
CC0320 Fleet	19,946,076	42,000	19,988,076
Expense Total	**19,946,076**	**42,000**	**19,988,076**
Ending Fund Balance	**4,539,859**	**(438,861)**	**4,100,998**
Reserves			
WC Adjustment	-	-	-
Capital Reserve	3,670,313	(438,861)	3,231,452
Contingency Reserve	869,546	-	869,546
Reserves Total	**4,539,859**	**(438,861)**	**4,100,998**
Available Fund Balance	**(0)**	**0**	**0**

Joint Services	FY2026 Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**10,054,523**	**2,272**	**10,056,795**
Revenue			
41002:Penalties	60,000	-	60,000
42001:Interest Income	247,500	-	247,500
43001:Fees	60,000	-	60,000
43003:Permits	-	-	-
43004:Administrative Charges	29,400,889	-	29,400,889
45001:Misc Revenue	100	-	100
45002:Insurance Proceeds	75,000	-	75,000
45003:Misc Reimbursements	150,000	-	150,000
Revenue Total	**29,993,489**	**-**	**29,993,489**
Expense			
CC0001 Non-Departmental	3,074,433	-	3,074,433
CC0302 Finance Administration	2,350,476	8,500	2,358,976
CC0315 Accounting	1,998,018	-	1,998,018
CC0317 Purchasing	993,129	-	993,129
CC0318 Warehouse Services	367,105	-	367,105
CC0321 Utility Customer Service	4,170,234	-	4,170,234
CC0322 Utility Customer Billing	6,170,806	-	6,170,806
CC0503 Organizational and Operational Excellence	1,010,890	-	1,010,890
CC0526 Systems Engineering	3,965,954	-	3,965,954
CC0534 Conservation	1,040	-	1,040
CC0556 Shared Control Center	1,023,929	-	1,023,929
CC0635 City Secretary Services	-	-	-
CC0637 Economic Development	752,418	-	752,418
CC0639 Human Resources	2,070,566	-	2,070,566
CC0640 Citywide Human Resources	2,046,860	120,000	2,166,860
CC0654 Legal	1,861,195	-	1,861,195
CC0658 Real Estate Services	656,248	-	656,248
Expense Total	**32,513,301**	**128,500**	**32,641,801**
Ending Fund Balance	**7,534,711**	**(126,228)**	**7,408,483**
Reserves			
WC Adjustment	-	-	-
Contingency Reserve	5,899,534	-	5,899,534
Reserves Total	**5,899,534**	**-**	**5,899,534**
Available Fund Balance	**1,635,177**	**(126,228)**	**1,508,949**

Information Technology Fund	FY2026 Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**13,150,529**	**(34,352)**	**13,116,177**
Revenue			
42001:Interest Income	277,750	-	277,750
43004:Administrative Charges	18,390,645	-	18,390,645
45001:Misc Revenue	-	-	-
45002:Insurance Proceeds	-	-	-
45003:Misc Reimbursements	-	-	-
45004:Sale of Property	-	-	-
70001:Transfers In	1,273,449	-	1,273,449
Revenue Total	**19,941,844**	**-**	**19,941,844**
Expense			
CC0647 IT End User Support	1,097,957	-	1,097,957
CC0648 IT Fiber	491,564	-	491,564
CC0649 IT Applications	1,977,008	-	1,977,008
CC0650 IT Public Safety	843,424	-	843,424
CC0651 IT Infrastructure	2,413,737	2,174,464	4,588,201
CC0652 IT Management	11,374,233	115,680	11,489,913
Expense Total	**18,197,922**	**2,290,144**	**20,488,066**
Ending Fund Balance	**14,894,451**	**(2,324,496)**	**12,569,955**
Reserves			
WC Adjustment	-	-	-
Reserve for Capital	5,887,500		5,887,500
Contingency Reserve	4,007,288	-	4,007,288
Reserves Total	**9,894,788**	**-**	**9,894,788**
Available Fund Balance	**4,999,663**	**(2,324,496)**	**2,675,167**

Self Insurance Fund	FY2026 Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**8,441,980**	**(81,775)**	**8,360,205**
Operating Revenue			
42001:Interest Income	250,000	-	250,000
Operating Revenue Total	**250,000**	**-**	**250,000**
Operating Expense			
CC0001 Non-Departmental	-	-	-
CC0357 Self Insurance	15,899,018	50,000	15,949,018
Operating Expense Total	**15,899,018**	**50,000**	**15,949,018**
Non-Operating Revenue			
44501:Contribution Revenue	15,143,055	-	15,143,055
45001:Misc Revenue	300,000	-	300,000
45002:Insurance Proceeds	278,231	-	278,231
45003:Misc Reimbursements	182,411	-	182,411
Non-Operating Revenue Total	**15,903,697**	**-**	**15,903,697**
Non-Operating Expense			
Ending Fund Balance	**8,696,659**	**(131,775)**	**8,564,884**
Reserves			
WC Adjustment	-	-	-
Rate Stabilization	2,809,312	-	2,809,312
IBNR	1,478,585	-	1,478,585
Reserves Total	**4,287,897**	**-**	**4,287,897**
Available Fund Balance	**4,408,762**	**(131,775)**	**4,276,987**

Airport Operations	FY2026 Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**3,625,006**	**730,017**	**4,355,024**
Operating Revenue			
40001:Property Taxes	15,215	-	15,215
42001:Interest Income	157,600	-	157,600
43005:Rental Revenue	355,000	-	355,000
43606:Airport Charges	5,595,500	-	5,595,500
Operating Revenue Total	**6,123,315**	**-**	**6,123,315**
Operating Expense			
CC0636 Airport	6,327,591	177,424	6,505,015
Operating Expense Total	**6,327,591**	**177,424**	**6,505,015**
Non-Operating Revenue			
44001:Grant Revenue	130,000	-	130,000
45001:Misc Revenue	3,000	-	3,000
45002:Insurance Proceeds	-	-	-
46001:Bond Proceeds	680,000	(70,000)	610,000
46050:Proceeds from Lease	4,261	-	4,261
70001:Transfers In	-	-	-
Non-Operating Revenue Total	**817,261**	**(70,000)**	**747,261**
Non-Operating Expense			
CC0001 Non-Departmental	249,319	-	249,319
CC0636 Airport	2,726,401	(70,000)	2,656,401
Non-Operating Expense Total	**2,975,720**	**(70,000)**	**2,905,720**
Ending Fund Balance	**1,262,270**	**552,593**	**1,814,863**
Reserves			
WC Adjustment	-	-	-
Contingency Reserve	330,509	-	330,509
Debt Service Reserve	216,967	-	216,967
Reserves Total	**547,476**	**-**	**547,476**
Available Fund Balance	**714,794**	**552,593**	**1,267,387**

Electric Services	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**84,700,245**	**5,024,702**	**89,724,947**
Operating Revenue			
40002:Sales Taxes	7,500	-	7,500
41002:Penalties	887,250	-	887,250
42001:Interest Income	3,428,250	-	3,428,250
43001:Fees	5,006,867	(326,112)	4,680,755
43003:Permits	646,713	-	646,713
43004:Administrative Charges	899,883	-	899,883
43601:Electric Charges	123,896,919	(4,815,458)	119,081,461
44502:Developer Contributions	21,607,256	-	21,607,256
Operating Revenue Total	**156,380,638**	**(5,141,570)**	**151,239,068**
Operating Expense			
CC0001 Non-Departmental	600,000	-	600,000
CC0516 Electric Operational Technology	1,081,869	51,826	1,133,695
CC0517 Streetlight Administration	-	-	-
CC0520 Customer Energy Solutions	1,056,059	-	1,056,059
CC0521 Operational Technology	1,205,802	-	1,205,802
CC0522 Electric Administration	11,777,119	(242,474)	11,534,645
CC0523 Electric Safety and Employee Development	377,984	-	377,984
CC0525 T&D Services	3,978,123	-	3,978,123
CC0534 Conservation	-	-	-
CC0537 Electric Resource Management	87,647,942	(6,266,961)	81,380,981
CC0555 Electric Systems Operations	910,033	16,285	926,318
CC0557 Electrical Engineering	1,845,999	-	1,845,999
Operating Expense Total	**110,480,930**	**(6,441,324)**	**104,039,606**
Non-Operating Revenue			
44001:Grant Revenue	-	-	-
45001:Misc Revenue	2,991	-	2,991
45004:Sale of Property	7,174	-	7,174
46001:Bond Proceeds	44,540,225	-	44,540,225
46002:Bond Premium	-	-	-
70001:Transfers In	-	-	-
Non-Operating Revenue Total	**44,550,390**	**-**	**44,550,390**
Non-Operating Expense			
CC0001 Non-Departmental	24,735,054	(586,966)	24,148,088
CC0516 Electric Operational Technology	12,659,511	-	12,659,511
CC0521 Operational Technology	4,825	-	4,825
CC0522 Electric Administration	512,020	-	512,020
CC0525 T&D Services	1,028,272	-	1,028,272
CC0537 Electric Resource Management	-	-	-
CC0555 Electric Systems Operations	4,100	-	4,100
CC0557 Electrical Engineering	71,866,138	-	71,866,138
Non-Operating Expense Total	**110,809,920**	**(586,966)**	**110,222,954**
Ending Fund Balance	**64,340,423**	**6,911,422**	**71,251,845**
Reserves			
WC Adjustment	-	-	-
Operating Contingency Reserve	6,349,393	12,957	6,362,349
Rate Stabilization Reserve	32,631,410	(5,481,410)	27,150,000
Non-Operating Reserve	12,060,411	-	12,060,411
Reserves Total	**51,041,214**	**(5,468,454)**	**45,572,760**
Available Fund Balance	**13,299,209**	**12,379,876**	**25,679,084**

Water Services	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**465,504,706**	**4,155,340**	**469,660,046**
Operating Revenue			
41002:Penalties	850,000	-	850,000
41602:Impact Fees	34,730,106	-	34,730,106
42001:Interest Income	26,581,883	-	26,581,883
43001:Fees	6,502,911	-	6,502,911
43005:Rental Revenue	25,000	-	25,000
43602:Water Charges	100,231,801	-	100,231,801
43603:Wastewater Charges	38,172,490	-	38,172,490
43604:Irrigation Charges	1,121,315	-	1,121,315
44502:Developer Contributions	535,000	-	535,000
Operating Revenue Total	**208,750,506**	**-**	**208,750,506**
Operating Expense			
CC0001 Non-Departmental	625,000	-	625,000
CC0514 Water Operational Technology	1,945,139	-	1,945,139
CC0524 Metering Services	3,782,380	-	3,782,380
CC0526 Systems Engineering	-	-	-
CC0527 Water Services Administration	43,759,305	-	43,759,305
CC0528 Water Distribution	11,181,565	-	11,181,565
CC0529 Water Plant Management	9,682,282	-	9,682,282
CC0530 Wastewater Operations	5,498,253	-	5,498,253
CC0531 Wastewater Plant Management	8,983,755	1,500,000	10,483,755
CC0532 Irrigation Operations	589,171	-	589,171
CC0535 Water Conservation	2,483,321	-	2,483,321
CC0539 Regulatory Compliance	1,358,075	-	1,358,075
CC0553 Water Operations	99,451	-	99,451
CC0554 Water Control Center	2,200,980	-	2,200,980
Operating Expense Total	**92,188,678**	**1,500,000**	**93,688,678**
Non-Operating Revenue			
44001:Grant Revenue	10,000,000	-	10,000,000
45001:Misc Revenue	2,396,488	-	2,396,488
45002:Insurance Proceeds	-	-	-
45004:Sale of Property	-	-	-
46001:Bond Proceeds	450,544,407	-	450,544,407
46002:Bond Premium	-	-	-
70001:Transfers In	61,000,000	-	61,000,000
Non-Operating Revenue Total	**523,940,895**	**-**	**523,940,895**
Non-Operating Expense			
CC0001 Non-Departmental	14,863,636	-	14,863,636
CC0514 Water Operational Technology	144,100	-	144,100
CC0524 Metering Services	3,002,564	-	3,002,564
CC0526 Systems Engineering	784,149,290	-	784,149,290
CC0527 Water Services Administration	1,622,745	-	1,622,745
CC0528 Water Distribution	77,415,581	-	77,415,581
CC0529 Water Plant Management	-	-	-
CC0530 Wastewater Operations	24,696,236	-	24,696,236
CC0531 Wastewater Plant Management	155,200	-	155,200
CC0532 Irrigation Operations	43,305	-	43,305
CC0535 Water Conservation	97,300	-	97,300
CC0539 Regulatory Compliance	211,200	-	211,200
CC0553 Water Operations	20,867,561	-	20,867,561
CC0554 Water Control Center	24,600	-	24,600
Non-Operating Expense Total	**927,293,318**	**-**	**927,293,318**
Ending Fund Balance	**178,714,111**	**2,655,340**	**181,369,451**
Reserves			
WC Adjustment	-	-	-
Contingency Reserve	18,015,608	-	18,015,608
Non-Operating Reserve	19,763,923		19,763,923
Impact Fee Reserve	51,962,957	-	51,962,957
Reserves Total	**89,742,488**	**-**	**89,742,488**
Available Fund Balance	**88,971,623**	**2,655,340**	**91,626,963**

Position Control	FY26 Adopted Budget	FY26 MYBA Changes	FY26 Proposed Amended Budget
100 General Fund			
CC0104 Development Administration	3.00		3.00
CC0105 Development Engineering	8.00		8.00
CC0107 Planning	19.00		19.00
CC0202 Parks Administration	11.00		11.00
CC0210 Library	29.00		29.00
CC0211 Parks	21.00		21.00
CC0212 Recreation	21.00		21.00
CC0213 Tennis Center	3.50		3.50
CC0215 Garey Park	9.50		9.50
CC0218 Downtown, Arts, & Events	4.50		4.50
CC0311 311 - Call Center	10.00		10.00
CC0316 Municipal Court	5.50		5.50
CC0402 Fire Support Services/Administration	23.00		23.00
CC0422 Fire Emergency Services	139.00		139.00
CC0448 EMS	24.00		24.00
CC0536 Inspection Services	22.00		22.00
CC0602 Administrative Services	13.00		13.00
CC0605 Emergency Management	3.00		3.00
CC0635 City Secretary Services	9.00		9.00
CC0638 General Government Contracts	5.00		5.00
CC0655 Communications/Public Engagement	8.00		8.00
CC0702 Police Administration	5.00		5.00
CC0742 Police Operations	148.50		148.50
CC0744 Animal Services	4.00		4.00
CC0745 Code Compliance	6.00		6.00
CC0802 Public Works	3.00		3.00
CC0846 Streets	26.00		26.00
CC0847 Transporation Planning	3.00		3.00
100 General Fund Total	**586.50**		**586.50**
201 Tourism			
CC0208 CVB	7.50		7.50
201 Tourism Total	**7.50**		**7.50**
500 Facilities Maintenance Fund			
CC0319 Facilities	8.00		8.00
500 Facilities Maintenance Fund Total	**8.00**		**8.00**
520 Fleet Services Fund			
CC0320 Fleet	11.00		11.00
520 Fleet Services Fund Total	**11.00**		**11.00**
540 Joint Service Fund			
CC0302 Finance Administration	9.00		9.00
CC0315 Accounting	15.00		15.00
CC0317 Purchasing	7.00		7.00
CC0318 Warehouse	3.00		3.00
CC0321 Utility Customer Service	17.00		17.00
CC0322 Utility Customer Billing	25.00		25.00
CC0503 Organizational and Operational Excellence	4.00		4.00
CC0526 Systems Engineering	24.00		24.00
CC0556 Shared Control Center	8.00		8.00
CC0637 Economic Development	4.00		4.00

CC0639 Human Resources	13.00		13.00
CC0654 Legal	7.00		7.00
CC0658 Real Estate Services	4.00		4.00
540 Joint Service Fund Total	**140.00**		**140.00**
570 Information Technology Fund			
CC0647 IT End User Support	5.00		5.00
CC0648 IT Fiber	2.00		2.00
CC0649 IT Applications	14.00		14.00
CC0650 IT Public Safety	4.00		4.00
CC0651 IT Infrastructure	7.00		7.00
CC0652 IT Management	11.00		11.00
570 Information Technology Fund Total	**43.00**		**43.00**
600 Airport Operations			
CC0636 Airport	9.00		9.00
600 Airport Operations Total	**9.00**		**9.00**
610 Electric Services			
CC0516 Operational Technology - Electric	3.00	1.00	4.00
CC0520 Customer Energy Solutions	3.00		3.00
CC0521 Operational Technology - Shared	7.00		7.00
CC0522 Electric Administration	10.00		10.00
CC0525 T&D Services	36.00		36.00
CC0555 Electric Systems Operations	8.00		8.00
CC0557 Electrical Engineering	17.00		17.00
CC0558 Engineering Technology	1.00		1.00
610 Electric Services Total	**85.00**	**1.00**	**86.00**
630 Solid Waste Fund			
CC0533 Environmental Services	3.00		3.00
630 Solid Waste Fund Total	**3.00**		**3.00**
640 Stormwater Services			
CC0843 Stormwater Administration & Regulatory	3.00		3.00
CC0845 Stormwater	10.00		10.00
640 Stormwater Services Total	**13.00**		**13.00**
660 Water Services			
CC0514 Operational Technology - Water	7.00		7.00
CC0524 Metering Services	17.00		17.00
CC0527 Water Services Administration	40.00	1.00	41.00
CC0528 Water Distribution	30.00		30.00
CC0529 Water Plant Management	24.00		24.00
CC0530 Wastewater Operations	19.00		19.00
CC0531 Wastewater Plant Management	20.00		20.00
CC0535 Water Conservation	13.00		13.00
CC0539 Regulatory Compliance	9.00		9.00
CC0554 Water Control Center	14.00		14.00
660 Water Services Total	**193.00**	**1.00**	**194.00**
Grand Total	**1099.00**	**2.00**	**1101.00**

FY2026 MYBA Detail	Expense	Revenue
100 General Fund		
CC0001 Non-Departmental		
FY26 MYBA: Animal Services SRF	-	413,302
FY26 MYBA: Berry Creek Highland Traffic Signal/SH29	400,000	400,000
FY26 MYBA: Franchise Fee projection under budget	-	(242,474)
FY26 MYBA: PILOT projection under budget	-	(586,966)
FY26 MYBA: Council Discretionary	1,514,365	-
CC0001 Non-Departmental Total	**1,914,365**	**(16,138)**
CC0210 Library		
FY26 MYBA: Replacement Reach-in Display Cooler for Library Cafe	16,000	-
CC0210 Library Total	**16,000**	**-**
CC0638 General Government Contracts		
FY26 MYBA: Yearwood MUD Agreement	740,339	-
CC0638 General Government Contracts Total	**740,339**	**-**
CC0847 Transportation Planning		
FY26 MYBA: Public Transportation - rideGTX	136,000	-
CC0847 Transportation Planning Total	**136,000**	**-**
100 General Fund Total	**2,806,704**	**(16,138)**
120 General Capital Projects		
CC0001 Non-Departmental		
FY26 MYBA: Berry Creek Highland Traffic Signal/SH29	-	400,000
FY26 MYBA: Visitors Center Renovation	-	2,513,000
FY26 MYBA: Year One funding for CSC datacenter and related projects	-	880,000
FY26 MYBA: Berry Creek Reduction and Moving to Blue Hole	-	(1,000,000)
CC0001 Non-Departmental Total	**-**	**2,793,000**
CC0211 Parks		
FY26 MYBA: Bluffview Trails	147,410	-
FY26 MYBA: San Gabriel Low Water Crossing	741,323	741,323
FY26 MYBA: Berry Creek Reduction and Moving to Blue Hole	(1,000,000)	-
CC0211 Parks Total	**(111,267)**	**741,323**
CC0319 Facilities		
FY26 MYBA: Visitors Center Renovation	2,513,000	-
FY26 MYBA: Year One funding for CSC datacenter and related projects	880,000	-
CC0319 Facilities Total	**3,393,000**	**-**
CC0526 Systems Engineering		
FY26 MYBA: Berry Creek Highland Traffic Signal/SH29	400,000	-
FY26 MYBA: Ridgeline	200,000	-
FY26 MYBA: Study for Sycamore to SH195	39,380	39,380
CC0526 Systems Engineering Total	**639,380**	**39,380**
120 General Capital Projects Total	**3,921,113**	**3,573,703**
201 Tourism		
CC0001 Non-Departmental		
FY26 MYBA: Visitors Center Renovation	2,513,000	-
CC0001 Non-Departmental Total	**2,513,000**	**-**
201 Tourism Total	**2,513,000**	**-**
206 Council Discretionary		
CC0001 Non-Departmental		
FY26 MYBA: Council Discretionary	-	1,514,365
CC0001 Non-Departmental Total	**-**	**1,514,365**
206 Council Discretionary Total	**-**	**1,514,365**
221 Library		
CC0210 Library		
FY26 MYBA: Fund 221 Library Reserves	64,000	-
CC0210 Library Total	**64,000**	**-**
221 Library Total	**64,000**	**-**
268 Police Federal Seizures & Forfeitures		

FY2026 MYBA Detail	Expense	Revenue
CC0702 Police Administration		
FY26 MYBA: Federal Seizures	152,987	-
CC0702 Police Administration Total	**152,987**	**-**
268 Police Federal Seizures & Forfeitures Total	**152,987**	**-**
269 Police Forfeitures - State & Local		
CC0742 Police Operations		
FY26 MYBA: Seizures Local and State	986	-
CC0742 Police Operations Total	**986**	**-**
269 Police Forfeitures - State & Local Total	**986**	**-**
274 Animal Services		
CC0744 Animal Services		
FY26 MYBA: Animal Services SRF	413,302	-
CC0744 Animal Services Total	**413,302**	**-**
274 Animal Services Total	**413,302**	**-**
347 Preserve at Water Oak PID		
CC0001 Non-Departmental		
FY26 MYBA: Preserve at Water Oak PID	-	389,243
CC0001 Non-Departmental Total	**-**	**389,243**
CC0601 PID Administration		
FY26 MYBA: Preserve at Water Oak PID	60,000	-
CC0601 PID Administration Total	**60,000**	**-**
347 Preserve at Water Oak PID Total	**60,000**	**389,243**
402 GTEC - Projects		
CC0001 Non-Departmental		
FY26 MYBA: Reduction in Wolf Ranch Parkway	(75,000)	-
CC0001 Non-Departmental Total	**(75,000)**	**-**
CC0500 GTEC		
FY26 MYBA: Reduction in Wolf Ranch Parkway	(7,500,000)	(7,500,000)
CC0500 GTEC Total	**(7,500,000)**	**(7,500,000)**
402 GTEC - Projects Total	**(7,575,000)**	**(7,500,000)**
520 Fleet Services Fund		
CC0320 Fleet		
FY26 MYBA: Wireless Communications Program Manager Vehicle	42,000	-
CC0320 Fleet Total	**42,000**	**-**
520 Fleet Services Fund Total	**42,000**	**-**
540 Joint Service Fund		
CC0302 Finance Administration		
FY26 MYBA: Merchant Services RFP	8,500	-
CC0302 Finance Administration Total	**8,500**	**-**
CC0640 Citywide Human Resources		
FY26 MYBA: Property and Casualty Insurance Increase	120,000	-
CC0640 Citywide Human Resources Total	**120,000**	**-**
540 Joint Service Fund Total	**128,500**	**-**
570 Information Technology Fund		
CC0651 IT Infrastructure		
FY26 MYBA: Year One funding for CSC datacenter and related projects	2,174,464	-
CC0651 IT Infrastructure Total	**2,174,464**	**-**
CC0652 IT Management		
FY26 MYBA: New Workday integrations for newly selected benefit providers	70,000	-
FY26 MYBA: Overhire for IT Manager - Architecture (Integrations)	45,680	-
CC0652 IT Management Total	**115,680**	**-**
570 Information Technology Fund Total	**2,290,144**	**-**

FY2026 MYBA Detail	Expense	Revenue
590 Self Insurance Fund		
CC0357 Self Insurance		
FY26 MYBA: Mental Health Provider for First Responders and Emergency Communications Employees	50,000	-
CC0357 Self Insurance Total	**50,000**	**-**
590 Self Insurance Fund Total	**50,000**	**-**
601 Airport Operations - Grants		
CC0636 Airport		
FY26 MYBA: Airport Grant	177,424	-
CC0636 Airport Total	**177,424**	**-**
601 Airport Operations - Grants Total	**177,424**	**-**
602 Airport Operations - Projects		
CC0636 Airport		
FY26 MYBA: Reducing Air Traffic Control Tower Equipment	(70,000)	(70,000)
CC0636 Airport Total	**(70,000)**	**(70,000)**
602 Airport Operations - Projects Total	**(70,000)**	**(70,000)**
610 Electric Services		
CC0001 Non-Departmental		
FY26 MYBA: PILOT projection under budget	(586,966)	-
CC0001 Non-Departmental Total	**(586,966)**	**-**
CC0516 Electric Operational Technology		
FY26 MYBA: SCADA System Analyst	51,826	-
CC0516 Electric Operational Technology Total	**51,826**	**-**
CC0522 Electric Administration		
FY26 MYBA: Franchise Fee projection under budget	(242,474)	-
FY26 MYBA: Sales Revenue Projection (Overall Sales Revenue) Under Budget	-	(4,815,458)
CC0522 Electric Administration Total	**(242,474)**	**(4,815,458)**
CC0537 Electric Resource Management		
FY26 MYBA: Purchase Power Projection Under Budget	(6,266,961)	-
FY26 MYBA: REC Revenue Projection Under Budget	-	(326,112)
CC0537 Electric Resource Management Total	**(6,266,961)**	**(326,112)**
CC0555 Electric Control Center		
FY26 MYBA: Motorola Service Agreement	16,285	-
CC0555 Electric Control Center Total	**16,285**	**-**
610 Electric Services Total	**(7,028,290)**	**(5,141,570)**
660 Water Services		
CC0531 Wastewater Plant Management		
FY26 MYBA: Package Plant Lease for Dove Springs WWTP	1,500,000	-
CC0531 Wastewater Plant Management Total	**1,500,000**	**-**
660 Water Services Total	**1,500,000**	**-**
Grand Total	**(553,130)**	**(7,250,397)**

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Proposed Electric 5-Year Capital Improvement Plan (CIP)

SUGGESTED ACTION:
Presentation and discussion regarding the proposed Electric Utility Five-Year Capital Improvement Plan (CIP) for Fiscal Years 2027 through 2031 -- Daniel Bethapudi, Electric Utility General Manager

ITEM SUMMARY:
Presentation on the proposed FY27 Electric Utility Five-Year Capital Improvement Plan. Scheduled for presentation at Council Workshop, April 14, 2026.

FINANCIAL IMPACT:
To be considered for Council approval in the FY27 budget process.

SUBMITTED BY:
Rene Bywater-Barajas, Electric Department

ATTACHMENTS:
Proposed Electric 5-Year CIP FY2027-2031.pdf

Proposed Electric 5-Year Capital Improvement Plan (CIP) FY2027 – FY2031

APRIL 14, 2026 – CITY COUNCIL WORKSHOP

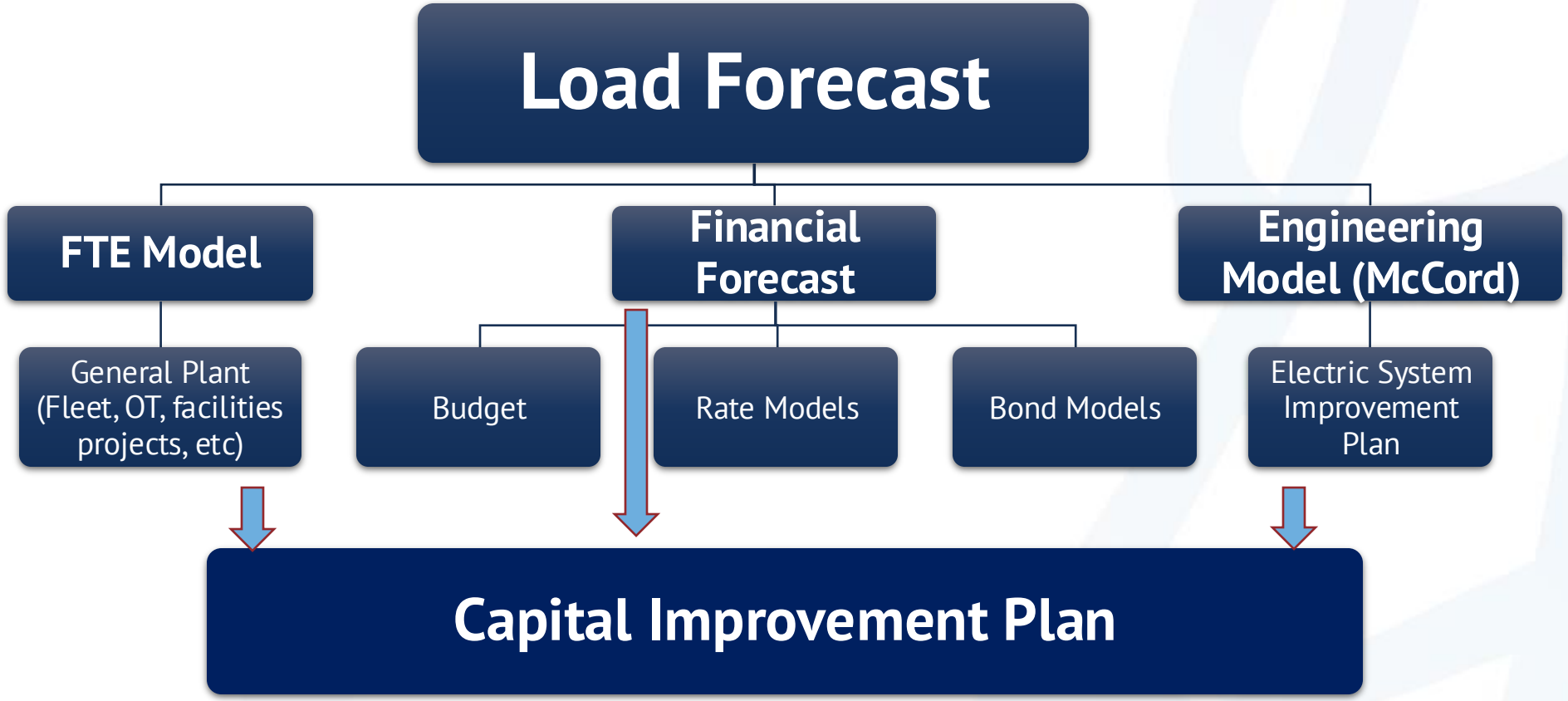
AMY MERTINK | *Electric Utility Analyst*
IAN MILNE | *Electric Engineer*
MICHAEL SIMPSON | *Energy Market Portfolio Analyst*

GEORGETOWN TEXAS


Thank you!

Background Info

Electric CIP Planning Inputs



Electric CIP Defined

	CIP Project Category	Description	Methodology
Electric Plant	Capacity / Upgrades	Capacity projects needed for projected growth	Based on the annual CIP study performed by McCord Engineering. This study takes into account system growth, power quality, reliability and resiliency upgrades needed. Electric staff work closely with McCord staff during this study.
	Voltage & OH to UG Conversions	Convert voltage to 25/14.4kV, and OH to UG.	
	Power Quality	Related to ERCOT's requirement to maintain a min. power factor of 97% in peak load periods.	
	Sectionalization/Coordinating &Protection/Distribution Automation	Projects to reduce the frequency and duration of unplanned outages	
	Substation Feeder Exits/Extensions/LCRA	Provide assistance with new substation & transformer additions by LCRA.	
	Redundancy Additions	Installation of redundant feeds to various locations to increase reliability.	
	Infrastructure Relocation for Road Widenings	Cost of relocating electric infrastructure in ROW.	
	Customer Growth/New Development	Customer Growth Driven Projects include residential, commercial, and industrial.	Native Load: trailing 3y average plus 3% inflation. VLC&I: Site Specific and Metering only
	Operational Technology	SCADA & Communication Upgrades	Known OT upgrades & enterprise application upgrades
	Ordinary Replacements	Capital replacements identified by reliability programs and due to equipment failure.	Based on depreciation rate and net utility plant, and anticipated meter replacements.
	Circuit Rehab- Planned pole replacements	Planned pole replacements resulting from annually reoccurring inspections.	Based on planned inspections, average failure rate, and average per pole cost to replace
	Make Ready for Pole Attachments	Make ready engineering and construction for customer driven pole attachments.	Based on historical data on # of poles requiring make ready and current costs
General Plant	Land & Operations Center	Land + new Utility Operations Center	Based on acreage needed and cost per sq ft
	Fleet CIP	New Fleet, Replacement Fleet, & Fleet rehab	Internal evaluation of replacement and new fleet needs
	Capital Tools	Capital Tools as well as radio replacements and tooling of bucket trucks	Based on historical data, planned bucket trucks that require tooling, and radio replacement schedule
	General Plant Upgrades	Upgrades to general plant (i.e. bldg overhang)	Based on needed general plant additions

CIP Overview

5-Year CIP Forecast

Summary

	Category	FY27	FY28	FY29	FY30	FY31	Totals
Electric Plant	Electric Plant Projects (from CIP study)	$21,990,393	$32,362,549	$20,457,539	$20,876,266	$21,307,552	**$116,994,299**
	Customer Growth/New Development	$13,635,000	$14,044,050	$14,465,372	$14,899,333	$15,346,313	**$72,390,068**
	Operational Technology	$7,014,298	$101,500	$111,550	$123,305	$135,636	**$7,486,289**
	Ordinary Replacements	$6,695,738	$6,828,326	$5,533,176	$5,744,171	$5,961,497	**$30,762,908**
	Circuit Rehab- Planned Pole Replacements	$4,340,963	$4,471,192	$4,605,328	$4,743,487	$4,885,792	**$23,046,762**
	Make Ready for Pole Attachments	$2,504,164	$2,579,289	$2,656,668	$2,736,368	$2,818,459	**$13,294,948**
		$56,180,556	$60,386,906	$47,829,633	$49,122,930	$50,455,249	**$263,975,274**
General Plant	Electric Utility Land Acquisition	$7,840,800					**$7,840,800**
	Electric Utility Operations Center Building	$7,500,000	$45,000,000				**$52,500,000**
	Fleet (New, Replacement, Rehab)	$2,285,056	$1,079,700	$565,953	$917,764	$1,777,336	**$6,625,809**
	Capital Tools	$100,000	$223,000	$126,090	$109,273	$112,551	**$670,914**
		$17,725,856	$46,302,700	$692,043	$1,027,037	$1,889,887	**$67,637,523**
	Total Electric CIP	**$73,906,412**	**$106,689,606**	**$48,521,676**	**$50,149,967**	**$52,345,136**	**$331,612,797**

1. Annual increase from addition of infrastructure relocations for road widenings and redundancy additions (included in Electric Plant Projects)
2. FY27 elevated due to
   a) Year 2 of the AMI replacement included in Operational Technology - ~$6.9M
   b) Land purchase - $7.8M
   c) Electric Operations Building design - $7.5M
3. FY28 elevated due to
   a) Operations center building – $45M
   b) Aviation Substation capacity upgrades project- $9.2M (included in Electric Plant Projects)

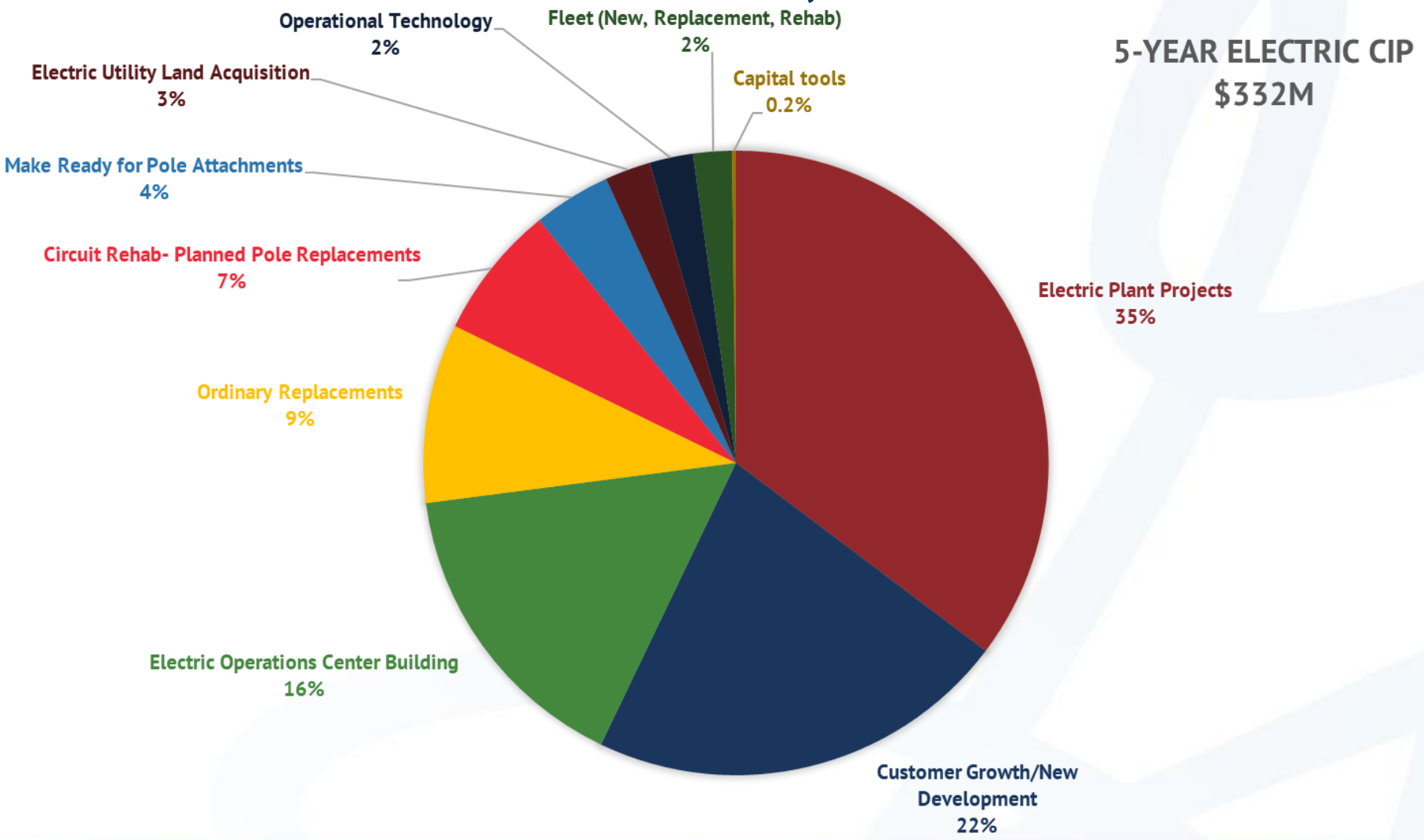
5-Year CIP Forecast

Debt/Cash ratios

	FY27	FY28	FY29	FY30	FY31
Debt %	76%	81%	75%	75%	76%
Cash %	24%	19%	25%	25%	24%

1. FY28 debt is elevated due to operations center building

5-year CIP
Summary



5-YEAR ELECTRIC CIP
$332M

CIP Details – Electric Plant

Electric Plant Projects

	FY27[1]	FY28[1]	FY29[2]	FY30[3]	FY31[3]	Totals
Customer Growth/ New Development**	$13,635,000	$14,044,050	$14,465,372	$14,899,333	$15,346,313	**$72,390,068**
Infrastructure Relocation for Road Widenings*	$8,080,000	$8,000,000	$5,000,000	$5,000,000	$5,000,000	**$31,080,000**
Capacity / Upgrades	$6,109,255	$19,780,063	$10,093,240	$10,396,037	$10,707,918	**$57,086,513**
Substation Feeder Exits/Extensions/LCRA	$4,019,800	$1,620,000	$1,721,624	$1,773,273	$1,826,471	**$10,961,168**
Sectionalization/Coordinating &Protection/Distribution Automation	$1,298,052	$832,390	$1,299,410	$1,338,393	$1,378,544	**$6,146,789**
Redundancy Additions	$505,000	$500,000	$458,304	$472,053	$486,214	**$2,421,571**
Power Quality	$478,286	$130,096	$384,961	$396,510	$408,405	**$1,798,258**
Voltage Conversion/OH to UG Conversions*	$1,500,000	$1,500,000	$1,500,000	$1,500,000	$1,500,000	**$7,500,000**
Total Electric Plant Projects	**$35,625,393**	**$46,406,599**	**$34,922,911**	**$35,775,599**	**$36,653,865**	**$189,384,367**

1. FY27-FY28: specific projects as determined by McCord and Electric staff
   a) Feeder exits elevated in FY27 due to Aviation and Georgetown substation projects
   b) Capacity upgrades elevated in FY28 due to Aviation Substation project
   c) Includes an adder for traffic control measures
2. FY29: average of previous 3 years escalated at 3%*
3. FY30-FY31: escalated at 3% from previous year*

*Exception: voltage /OH to UG conversion and Infrastructure Relocation for Road Widenings are set at flat amounts

** Exception: Customer Growth/New Development is calculated based on site specific & metering costs for VLC&I, along with a trailing 3-year average of non-VLC&I plus 3% inflation factor for FY27; then escalated at 3% for each subsequent year

Operational Technology (SCADA/AMI/Network/Utility Software)

	FY27	FY28	FY29	FY30	FY31	Total
Operational Technology	$7,014,298	$101,500	$111,550	$123,305	$135,636	**$7,486,289**

1. FY27 elevated due to continuation of Electric AMI replacement
2. Budgeted upgrades each year, escalated at 10% each year:
   a) Network upgrades
   b) Cyber Security upgrades
   c) RF/Fiber upgrades (radios)
   d) Electric SCADA upgrades
   e) Includes additional adder for traffic control measures

Ordinary Replacements

	FY27	FY28	FY29	FY30	FY31	Total
Ordinary Replacements	$6,695,738	$6,828,326	$5,533,176	$5,744,171	$5,961,497	**$30,762,908**

1. FY27:
   a) Current Net Plant amount multiplied by 3.3% (30-year asset life)
   b) Anticipated meter replacements based on growth rate and industry failure rates
   c) Also includes an adder for traffic control measures
2. FY28-FY31: escalated at 3% from previous year
3. In general, calculations factor in voltage/OH to UG conversions as well

Circuit Rehab – Planned Pole Replacements

	FY27	FY28	FY29	FY30	FY31	Total
Circuit Rehab- Planned pole replacements	$4,340,963	$4,471,192	$4,605,328	$4,743,487	$4,885,792	**$23,046,762**

1. FY27:
   a) Estimating 280 poles to replace (2000 to inspect w 14% failure rate)
   b) Also includes an adder for traffic control measures
2. FY28-FY31: escalated at 3% from previous year to account for replacement cost increases (# of poles to inspect/replace kept fixed)

Make Ready for Pole Attachments

	FY27	FY28	FY29	FY30	FY31	Total
Make Ready for Pole Attachments	$2,504,164	$2,579,289	$2,656,668	$2,736,368	$2,818,459	**$13,294,948**

1. FY27:
   a) Estimating 240 poles requiring make ready engineering and construction (4.8% of poles from pole attachment applications)
   b) Also includes an adder for traffic control measures
2. FY28-FY31: escalated at 3% from previous year

CIP Details – General Plant

Electric Utility Operations Center Land Acquisition

	FY27	FY28	FY29	FY30	FY31	Total
Electric Utility Land Acquisition	$7,840,800	-	-	-	-	**$7,840,800**

1. Estimating 15 acres at $12 per sq foot
2. Planned for FY27 pending locating a suitable property

Electric Utility Operations Center Building

	FY27	FY28	FY29	FY30	FY31	Total
Electric Utility Operations Center Building	$7,500,000	$45,000,000				**$52,500,000**

1. Based on the feasibility study conducted by FGM architects, with an adder for design costs
2. Construction planned for FY28 dependent on land purchase in FY27

Electric Fleet

	FY27	FY28	FY29	FY30	FY31	Totals
Electric Replacement Vehicles	$1,010,000	$226,000	$40,000	$470,000	$1,515,000	**$3,261,000**
Electric Fleet Rehab Upgrades	$170,000	$175,100	$180,353	$185,764	$191,336	**$902,553**
Electric New Vehicles, w radios	$1,105,056	$678,600	$345,600	$262,000	$71,000	**$2,462,256**
Total Fleet	**$2,285,056**	**$1,079,700**	**$565,953**	**$917,764**	**$1,777,336**	**$6,625,809**

1. Fleet Replacements
   a) FY27: based on internal evaluations of fleet in conjunction with replacement schedule
   b) FY28-FY31: based on fleet replacement schedule from Oct 2025
2. New Fleet
   a) FY27-FY31: based on 5-year fleet assessment and new FTE forecast
3. Fleet rehab upgrades
   a) FY27: based on a % of average purchase costs and # of applicable fleet (boom trucks, bucket trucks, other major equipment such as wire puller and diggers)
   b) FY28-FY31: escalated at 3% from previous year

Capital Tools

	FY27	FY28	FY29	FY30	FY31	Total
Capital Tools	$100,000	$223,000	$126,090	$109,273	$112,551	**$670,914**

1. Capital tools consists of three components
   a) Annual baseline for capital tools needed in T&D
   b) Add for tooling of bucket trucks as new trucks are purchased
   c) Add for radios as radios are replaced
2. FY27: Capital tools baseline, no bucket truck tooling or radio replacements
3. FY28-FY31:
   a) Baseline escalated at 3%
   b) Replacement radio costs in FY28
   c) Bucket truck tooling in FY28 and FY29

Electric General Plant Upgrades

	FY27	FY28	FY29	FY30	FY31	Total
Electric General Plant Upgrades	-	-	-	-	-	-

1. FY27-FY31: no planned upgrades at this time
2. General plant upgrade example: building overhang/truck storage area

CIP Details - Financial Forecast

FINANCIAL FORECAST

KEY ASSUMPTIONS USED

1. FY26 Bond Financial Forecast Model used
2. FY26-27 Operating expenses based on FY26 projections and FY27 Budget
3. FY28-31 Operating Expenses use the same escalation factors as previous years:
    a) *Personnel expenses escalated at 7% per year*
    b) *Insurance expenses escalated at 8% per year*
    c) *Operations expenses escalated at 5% per year*
    d) *Allocated expenses escalated at 10% per year*
    e) *T&D Maintenance expenses escalated at 10% per year*
4. FY26 cost of power assumption is equal to our trailing two-year average
5. FY27-28 transmission costs escalated at 3% per year, then at 4% per year for FY29-31
6. FY27-31 transformation costs escalated at 2.5% per year
7. FY28-31 VLC&I cost of power assumption 5% lower than native load
8. FY26-31 Native load growth assumption is equal to our trailing two-year average native load growth of 4.14%
9. FY26 VLC&I load forecast based on customer provided demand forecasts
10. FY27-31 VLC&I load forecast based on a discounted installed capacity forecast. A 50% discount factor was used for all 5 forecast years to mimic ERCOT methodology
11. Model assumes successful implementation of the VLC&I Transformation Reserve

FINANCIAL FORECAST

FINANCIAL METRIC & RATE INCREASE FORECAST

S&P Coverage Ratios	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	
Fixed Cost Coverage Ratio (Excluding PIF)	1.12	1.13	1.27	1.08	1.07	1.05	Stress test; target is >1
Fixed Cost Coverage Ratio (Including PIF)	1.84	1.34	1.60	1.23	1.18	1.15	"Adequate" - (1.1-1.2) "Strong" (1.2-1.4) "Very Strong" (1.4 - 1.6) "Extremely Strong" (>1.6)
Rate Increases	2.0% (1)	0.0%	0.0%	0.0%	2.0%	2.0%	

(1) The Utility raised rates by 2% at the beginning of FY26.

PIF = "Plant Investment Fee"

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Executive Session 04.14.2026

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 regarding Recharge Water, LP and Upwell Water
- Austin Avenue Bridges
- Deliberation regarding the condemnation case pending in County Court at Law #5 under Cause Number 23-1593-CC5

Sec.551.072: Deliberations about Real Property
- 8th and Forrest
- University and Summercrest
- Deliberation regarding the purchase or value of real property identified by the Williamson County Appraisal District as Parcels R333419, R039676, R384234 and R442341
- Deliberation regarding lease or value of real property locally known as 295 SE Inner Loop, Georgetown, Texas 78626
- Deliberation regarding acquisition of proposed sidewalk easements from properties along the North side of Williams Drive, from IH 35 to Serenada Drive, as part of the Williams Drive Enhancement Project - Access Management Phase

Sec. 551.087: Deliberation Regarding Economic Development Negotiations
- Project Orchard
- Project Gopher
- Project Lost Mine Peak
- Project Aurora

Sec. 551.074: Personnel Matters
- City Attorney and City Manager

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Call to Order 04.14.2026

SUGGESTED ACTION:
Pledge of Allegiance
Recognitions
- Child Abuse Prevention and Awareness Month Proclamation
- Electric Linemen Appreciation Day Proclamation
Actions out of Executive Session

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Public Wishing to Address 04.14.2026

SUGGESTED ACTION:
- Justina Eddy would like to address the Council regarding adding building codes related to toxins, especially in apartment buildings.
- Jen Bradac would like to address the Council regarding the recent property valuation trends in North Old Town.

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
City Council Meeting Minutes for 03.24.2026

SUGGESTED ACTION:
Consideration and possible action to approve the meeting minutes of the City Council meeting held on March 24, 2026 -- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:
City Council Minutes 03.24.2026.pdf

Minutes of the City Council
City of Georgetown, Texas
Tuesday, March 24, 2026

The Georgetown City Council met on Tuesday, March 24, 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 Stewart, Jake French, Josh Schroeder, Shawn Hood, and Ron Garland. Ben Butler was absent.

1. Policy Development and Discussion - Workshop

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

1.A **Presentation and discussion of the 1st Quarter Financial Report**
Presentation and discussion of the City's Quarterly Financial Report, which includes the Investment Reports for the City of Georgetown, Georgetown Transportation Enhancement Corporations (GTEC), and the Georgetown Economic Development Corporation (GEDCO) for the quarter ended December 31, 2025 -- Randi Cormack, Budget Manager

Cormack presented and reviewed the first quarter background; General Fund revenue budget sources, Sales Tax, Property Tax, Franchise Fees, PILOT (payment in lieu of taxes), Planning and Development revenue, Fire and EMS revenue, Parks and Recreation, expense budget sources, personnel, and operations; Electric Fund revenue budget sources, Electric sales revenue, expense budget, purchased power, year-to-date quarterly net purchase power comparison; and Water Fund revenue budget sources, water charges, impact fees, wastewater charges, irrigation charges, Impact Fee revenue, expense budget, Water revenue, and Water operating expenses.

General discussion among Council and staff, including Nathan Parras, Assistant Finance Chief Financial Officer, and David Morgan, City Manager, regarding RideGTX funding source, a consideration for tracking of how much of the rideshare funds are being used, and how the Airport expense for fuel and how the fuel is purchased.

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

Woolery presented and reviewed: the process for MUD (mixed-use development) consent; previous key issues discussed; location/future land use; compliance with Council MUD Policy; MUD Policy overview; MUD debt/tax rate/fees; parks, trails, and amenities; parks and trails concept plan; photos; renderings; land use and development standards; Preliminary Concept Plan; previous lot sizes compared to current lot sizes; public services; Water; Wastewater; transportation; arterial cross-section; status of key issues; and needed feedback and direction.

General discussion among Council and staff regarding how there are no foreseeable safety issues related to developing a previous quarry next to a concrete plant; operations of existing concrete plant; possibility of developers partnering with existing organizations for items like sports fields and facilities; future zoning changes; vicinity of development to future west side park; and the State imposed limitations that effect the City's ability to negotiate aspects of MUD developments.

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

Woolery presented and reviewed: the process for MUD consent; location/future land use; Aerial Map; Rock Bluff Ranch Concept Plan; compliance with Council MUD Policy; MUD Policy; land use and development standards; parks, trails, and amenities; transportation; enhance public service and safety; City exclusive provider; and fiscally responsible finance plan.

Matt Matthews, representing the developer, presented and reviewed: a Freehold Capital Management portfolio summary; examples of previous development; a photo of the area; the Site Location Map; design and vision; Concept Plan; Parks and Open Space Plan; inspiration for amenities and parks; existing Williamson County MUD #21; creation of a new in-City MUD tax rate comparison; active adult portion of the development; and needed feedback and Council direction.

General discussion among Council, developer, and staff regarding the concrete plant nearby, proposed lot size for the age-restricted area of the development, making sure to communicate the development standards being used to the public, transportation plan elements, the benefits of bringing the MUD into the City limits, Williamson County plans for future road improvements, and the age-restricted portion of the development.

Mayor Schroeder called for a break at 3:28 p.m. and resumed the meeting at 3:38 p.m.

1.D **Proposed FY2027 Water and Wastewater Capital Improvement Plan**
Presentation and discussion regarding the proposed FY2027 Water and Wastewater Capital Improvement Plan -- Wesley Wright, PE, Systems Engineering Director

Wright presented and reviewed: the current project process; FY2027 CIP for Water projects, including system enhancements, waterlines, tanks, and facilities; FY2027 CIP for Wastewater projects, including system enhancements, wastewater lines, and treatment; FY2027 CIP summary; upcoming projects beyond 2027; Water 5-year CIP Plan; and Wastewater 5-year CIP Plan.

General discussion among Council and staff regarding Council's support and appreciation for staff.

Mayor Schroeder recessed into Executive Session at 3:59 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 03.24.2026**
Sec. 551.071: Consultation with Attorney
Advice from 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 Bridges
- Rotary Club Peace Pole Project

Sec. 551.072: Deliberations about Real Property
- 8th and Forrest
- 9th and Main
- Parkland lease at SE Inner Loop and Southwestern Blvd
- SH29 and Summercrest Blvd
- Deliberations regarding the purchase and value of a 2.02-acre Tract of land out of the Frederick Foy Survey, Abstract 229, Williamson County, Texas; such property being locally known as 803 Jennings Branch Road, Georgetown, Texas 78633

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

Sec. 551.074: Personnel Matters
- Municipal Judge and City Secretary

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

Mayor Schroeder called the meeting to order at 6:04 p.m.

3.A **Call to Order 03.24.2026**
Pledge of Allegiance
Recognitions
Actions out of Executive Session

Moved by Kevin Pitts; seconded by Jake French to Approve authorize the City of Georgetown to purchase a 2.02-acre Tract in the Frederick Foy Survey, Abstract No. 229, Williamson County, Texas, commonly known as 803 Jennings Branch Road, Georgetown, Texas 78633, as part of the future Northlands Wastewater Treatment Plant, in accordance with the terms as discussed in Executive Session; and further move to authorize the City Manager to negotiate the terms of acquisition and consideration and execute all necessary documents related to the aforementioned property acquisition in accordance with the terms discussed in Executive Session.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

Moved by Kevin Pitts; seconded by Jake French to Approve to reappoint Randall C. Stump as Municipal Court Judge for the City of Georgetown for the term of two years beginning June 1, 2026, through May 31, 2028, and to approve a 5% increase in Randall Stump's annual compensation as Municipal Court Judge effective May 4, 2026.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

Moved by Kevin Pitts; seconded by Jake French to Approve a 3% market increase and 2% merit increase to Robyn Densmore's annual salary as City Secretary effective May 4, 2026.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, 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 03.24.2026**
At the time of posting, no one had signed up to speak.

Ron Joseph addressed the Council regarding the DB Wood Road expansion project.

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.W was pulled and became 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.W.
Motion Approved: 6 - 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

5.A **City Council Meeting Minutes 03.10.2026**
Consideration and possible action to approve the Council minutes from the meeting held on March 10, 2026 -- Robyn Densmore, City Secretary

5.B **Resolution - TxDOT Closure of State Right of Way for Two Step Inn**
Consideration and possible action to approve a Resolution of the City Council of the City of Georgetown, Texas, authorizing the Mayor to execute agreements with the Texas Department of Transportation related to the temporary closure of state right -of-way related to the Two Step Inn festival -- Kimberly Garrett, Parks and Recreation Director

5.C **Resolution - Nomination of Compal USA Technology Inc. for the Texas Enterprise Zone Program**
Consideration and possible action to approve a Resolution nominating Compal USA Technology Inc. for the Texas Enterprise Zone Program -- Cameron Goodman, Economic Development Director

5.D **Resolution - ETJ Disannexation - Asphalt Inc, LLC - 536.729 Acres**
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 536.729 acres of land from the City of Georgetown's

Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcels R641800, R408145, R326339, R484894 and R337841 and owned by Asphalt Inc, LLC -- Michael Charles, Real Estate Services Coordinator

5.E **Resolution - ETJ Disannexation - Brinley - 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 R633366 and owned by Dustin Brinley, Judee Brinley and Adam Brinley -- Michael Charles, Real Estate Services Coordinator

5.F **Resolution Updating Legislative Task Force**
Consideration and possible action to approve a Resolution updating and increasing the membership of the Legislative Task Force -- Jacob Reagan, Intergovernmental Relations Manager

5.G **Appointment of Legislative Task Force for 2027 Legislative Session**
Consideration and possible action to confirm the appointment of the Legislative Task Force and establishing a Chair for the purpose of developing the proposed City of Georgetown 2027 Legislative Agenda for the council to consider for adoption – Mayor Josh Schroeder and David Morgan, City Manager

5.H **TIRZ boards Appointments**
Consideration and possible action to approve the consolidation of the TIRZ boards to have the same members, and appoint the following members to these boards: Mayor Josh Schroeder, David Morgan, Leigh Wallace, Nick Woolery, and Cameron Goodman -- Leigh Wallace, Chief Financial Officer

5.I **Commercial Energy Audit Contract**
Consideration and possible action to approve an annual agreement with Bureau Veritas to conduct Commercial Energy Audit services on behalf of the City for commercial customers in an annual amount not to exceed $ 120,000.00, and to authorize the City Manager to execute renewals of the agreement for one additional year term under the same terms and conditions for a total 2-year contract not to exceed $240,000.00 -- Jack Daly, Chief Business Officer- Electric

5.J **Roof Repairs for Lake and Park Water Treatment Plants**
Consideration and action to approve roof repairs at Lake Water Treatment Plant and Park Water Treatment Plant by Texas Traditions Roofing utilizing Tips contract # 241001 for an amount not-to-exceed $114,398.00 -- Ryan Schey, Water Services Manager

5.K **Task Order LEE-26-003 to Lee Engineering for Signal Design and Sidewalk and Intersection Improvements**
Consideration and possible action to approve Task Order LEE-26-003 with Lee Engineering of San Antonio, Texas, for professional engineering services related to traffic signal improvements and the design of a sidewalk connection, in the amount of $183,350.00 -- Lua Saluone, Transportation Manager

5.L **Design and Construction Administration Contract for the Renovation of Georgetown Convention and Visitor Bureau**

Consideration and possible action to approve Komatsu architecture firm for the design and construction administration contract for the Renovation of Georgetown Convention and Visitor Bureau located on 7th St in the amount of $239,333.00 -- Jennifer Bettiol, CIP Manager

5.M **Purchase of a Skeeter Brush Truck through Siddons-Martin Emergency Group**
Consideration and possible action to approve the purchase of a Type 5 Skeeter Brush Truck from Siddons-Martin Emergency Group through Buy-Board Contract #746-24 for a cost not to exceed $507,120.00 -- John Sullivan, Fire Chief

5.N **Purchase of a Pierce Fire Engine through Siddons- Martin Emergency Group**
Consideration and possible action to approve the purchase of a Custom-Velocity Pierce Fire Engine from Siddons-Martin Emergency Group through Buy-Board Contract #746-24 for a cost not to exceed $1,160,725.00 -- John Sullivan, Fire Chief

5.O **Purchase of four (4) ambulances from Frazer Ltd.**
Consideration and possible action to approve the purchase of four (4) ambulance from Frazer Ltd. through the H-GAC:AM10-23 cooperative contract at a purchase price not to exceed $1,600,372.00 -- John Sullivan, Fire Chief

5.P **Federal Emergency Management Agency (FEMA) Grant for July 2025 Flood (DR-4879)**
Consideration and possible action authorizing the submittal of a grant application to the Federal Emergency Management Agency (FEMA) and Texas Division of Emergency Management (TDEM) for public assistance related to the July 2025 Flood DR-4879 emergency and acceptance of awards -- Sarah Moody, Assistant Chief Financial Officer

5.Q **1st Quarter Financial Report for FY 2026**
Consideration and possible action to accept the City's Quarterly Financial Report, which includes the Investment Reports for the City of Georgetown, Georgetown Transportation Enhancement Corporations (GTEC), and the Georgetown Economic Development Corporation (GEDCO) for the quarter ended December 31, 2025 -- Randi Cormack, Budget Manager

5.R **First Amendment to Task Order #1 with Aqua- Metric - Western District Advanced Metering Infrastructure (AMI) Implementation Project**
Consideration and possible action to approve a First Amendment for Task Order #1 with Thirkettle Corporation dba Aqua-Metric to increase the quantity of meter installations in the amount of $584,183.75 -- Chase Kluge, Water Services Manager

5.S **CDM Smith Task Order CDM-26-001 for Dove Springs Wastewater Treatment Plant Phase Two Improvements**
Consideration and possible action to approve Task Order CDM-26-001 with CDM Smith of Austin, Texas, for professional engineering services for Dove Springs Phase Two Wastewater Treatment Plant Improvements in the amount of $3,594,114.00 -- Wesley Wright, P.E., Systems Engineering Director, and David Herzog, CIP Manager

5.T **Fiber Maintenance and Construction Services Contract Renewal with CBG Acquisition**

Consideration and possible action to approve a renewal contract with CBG Acquisition for fiber maintenance and construction services for a one-year term in an amount not to exceed $500,000.00, and to authorize the City Manager to execute up to two additional one-year renewals in an amount not to exceed $500,000.00 annually -- Greg Berglund, Assistant Director, Information Technology, and James Davis, IT Operations Manager

5.U **Construction Contract Award for the Williams Drive Illumination Project**
Consideration and possible action to award a construction contract to EZ-Bel Construction, LLC of San Antonio, Texas for the construction of the Williams Drive Illumination Project in the amount of $1,789,176.00 -- Wesley Wright, P.E., Systems Engineering Director, and David Herzog, CIP Manager

5.V **Second Reading on Ordinance Chapter 8.40 Standards of Care for Youth Recreation Programs**
Public Hearing and Second Reading of an Ordinance adopting Chapter 8.40 of the Code of Ordinances relating to establishing minimum standards of care for youth recreation programs -- Kimberly Garrett, Parks and Recreation Director

5.W **Second Reading - 2025-11-REZ - 2303 South Austin Avenue and 211 West 24th Street**
Second Reading of an Ordinance on a request for a Zoning Map Amendment to rezone Lot 1A, Block 1, out of the Amending Plat of Lot 1 and West ½ Lot 2 Block 1 Highland Park Revised Subdivision and Lot 7A, Block 1, out of the Amending Plat of Lot 7 and Lot 8, Block 1, Highland Park Revised Subdivision, from the Local Commercial (C-1) and Neighborhood Commercial (CN) zoning districts to the General Commercial (C-3) zoning district, for the properties generally located at 2303 South Austin Avenue and 211 West 24th Street, Georgetown, Texas 78626 (2025-11-REZ) -- Colin Davidson, Planner II

Garcia presented the item and noted that there had been no changes since the first reading.

This item was moved to the Legislative Regular portion because it did not receive unanimous Council approval at First Reading.

Moved by Jake French; seconded by Kevin Pitts to Approve as presented.
Motion Approved: 4- 2
Voting For: Kevin Pitts, Jake French, Shawn Hood, Ron Garland
Voting Against: Amanda Parr, Ben Stewart

6. Legislative Regular Agenda

6.A **Second Public Hearing - 2026-2-ANX - Cedar Breaks Road ROW**
Second Public Hearing for the annexation of approximately 2.098 acres of Right-Of-Way for Cedar Breaks Road currently in the Extra-Territorial Jurisdiction (2026-2-ANX) -- Ryan Clark, AICP, Planning Manager

Garcia presented the item and reviewed the annexation process and schedule.

Mayor Schroeder opened and closed the public hearing at 6:14 p.m. as there were no speakers.

No Council action was required on this item.

6.B **Second Public Hearing - 2025-2-ANX - Old FM 1460 ROW**
Second Public Hearing for the annexation of approximately 6.351 acres of Right-Of-Way for Old FM 1460 currently in the Extra-Territorial Jurisdiction (2025-2-ANX) -- Ryan Clark, AICP, Planning Manager

Garcia presented the item and reviewed the annexation process and schedule.

Mayor Schroeder opened and closed the public hearing at 6:15 p.m. as there were no speakers.

No Council action was required on this item.

6.C **HARC Appeal - 2026-2-APL - 1103 Walnut Street**

Public Hearing to consider the request for an Appeal of the Historic and Architectural Review Commission's decision for denial of a Certificate of Appropriateness (COA) for replacement of a historic architectural feature with a non-historic architectural feature for the property located at 1103 Walnut Street, bearing the legal description of .1862 Acres out of the western part of Block 2, Snyder Addition (2026-2-APL) -- Allyson Iiams, Preservation & Redevelopment Program Manager

Iiams presented and reviewed: the item under consideration; an aerial photo of the property; case history; 2016 survey; applicant provided photos; window repair quote; approved Fibrex window examples; approval criteria for UDC Section 3.13.030; how public notifications were sent, and staff received one comment in favor; and City Council action options.

General discussion among Council and staff regarding: previously approved requests for the same type of building material; discussion by Historic Architectural Review Commission (HARC) members of what would be an acceptable replacement; how the vote of HARC was split; how staff determined the compliance of the application; appropriate materials for the windows per preservation standards; how no staff recommendation was made due to inconsistent approvals from HARC; and how the home in question is a medium-priority structure.

Jill Schneider, the applicant, addressed the Council regarding the long and costly process; the inconsistency of previous HARC decisions related to windows; and bids received for different window types. Jake Guy with Renewal by Anderson addressed the Council regarding the product type being sought by Schneider.

General discussion among Council, applicant, and staff regarding Council's appreciation for work done by staff and HARC members.

Mayor Schroeder opened the public hearing at 6:35 p.m.

Patty Eason addressed the Council regarding the applicant's work and improvements and her support for reversing the HARC decision. Gretchen Peterson Johnston addressed the Council regarding her support for the applicant, the burdensome process for some repairs, how the windows that have been replaced look the same as the older windows, and the difference in wood quality over the years. Peter Dana addressed the Council and noted modern structures that have been put very near the property in question, and his support for the reversal of the HARC decision. Scott Colom addressed the Council regarding support for overturning HARC's decision and the improved quality of the materials proposed by the applicant.

Mayor Schroeder closed the public hearing at 6:48 p.m.

General discussion among Council and staff after the motion regarding Council's appreciation for the work done by staff, applicant, and HARC; reimbursement program offered for cases like these; the need for the process not to be a disincentive for medium priority structures; requirements for submitted quotes; and Council's frustrations related to the HARC process for Ms. Schneider.

Moved by Jake French; seconded by Ben Stewart to Approve the appeal of the HARC decision.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

6.D **First Reading - 2025-10-REZ - 601 S Church Street**
Public hearing and first reading of an Ordinance on a request for a Zoning Map Amendment to rezone .1652 Acres out of Lot 8, Block 11, Glasscock Addition, from the Residential Single Family zoning district and Old Town Historic Overlay District to the Mixed Use Downtown zoning district and the Downtown Historic Overlay District, for the property generally located at 601 S Church Street (2025-10-REZ) -- Allyson Iiams, Preservation & Redevelopment Program Manager

Iiams presented and reviewed the provided UDC direction; Aerial Map; current context; Zoning and Future Land Use Map; history of the property; approval criteria for UDC Section 3.06.030; public notifications were sent, and to date, staff has received 9 comments in favor and 3 comments in opposition; and case history.

Iiams read the Ordinance caption.

General discussion among the Council and staff regarding the rationale for the extension of the overlay district, parking requirements for inside the overlay versus outside the overlay, and the current number of on-site parking spaces.

Michael Seago, applicant, addressed the Council regarding the history of his ownership of the property, and changes to the neighborhood leading to a desire for rezoning.

Mayor Schroeder opened and closed the public hearing at 7:04 p.m. as there were no speakers.

General discussion after the motion regarding the reasoning for denying the extension of the downtown overlay district, parking requirements for uses and downtown overall, current square footage of the home, and short-term rental parking requirements.

Moved by Jake French; seconded by Amanda Parr to Approve the zoning change and deny the downtown overlay extension.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

6.E **First Reading - 2025-4-ANX - Shell Spur PUD**
Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, approximately 28.93 acres in the Robert Williams Survey, Abstract 524, as the Planned Unit Development (PUD) zoning district, with portions of Right-Of- Way for Shell Road and Shell Spur, for the property generally located at 2200 Shell Road -- Ryan Clark, AICP, Planning Manager

Moved by Kevin Pitts; seconded by Jake French to Approve postponement of the item until the next Council meeting.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

6.F **First Reading - 2025-12-ANX - Shell Spur PUD MF-1**
Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, approximately 14.20 acres in the Robert Williams Survey, Abstract 524, as the Planned Unit Development (PUD) zoning district, with portions of Right-Of- Way for Shell Road and Shell Spur, for the property generally located at 2200 Shell Road -- Ryan Clark, AICP, Planning Manager

Moved by Kevin Pitts; seconded by Ben Stewart to Approve postponement of the item until the next Council meeting.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

6.G **Development Agreement related to 2200 Shell Road with NOVA368, LLC**
Consideration and possible action on a Development Agreement for Transportation Improvements and Major Wastewater Line Easement Acquisition Assistance related to 2200 Shell Road with Nova368, LLC -- Wesley Wright, PE, Systems Engineering Director

Moved by Kevin Pitts; seconded by Jake French to Approve postponement of the item until the next Council meeting.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

6.H **Construction contract for the 2026 Downtown ADA Improvements**
Consideration and possible action to award a contract to Texas Road LLC., of Lago Vista, Texas for parts A-D and Alternate A for the construction of the FY2026 ADA Improvements project Part A-D and Alternate A for $1,764,532.50 – Wesley Wright, P.E., Systems Engineering Director

Wright presented and reviewed the scope of the project, including downtown sidewalks, electrical improvements, crosswalk improvements, trail extension, sidewalk on College Street, and a sidewalk on a portion of 8th Street.

General discussion among Council and staff regarding the addition of a sidewalk on a portion of 8th Street.

Moved by Jake French; seconded by Ron Garland to Approve as presented.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Shawn Hood, Ron Garland
Voting Against: None

6.I **First Reading - Amending Section 12.32.300 Airport Lease provision and restrictions of the Code of Ordinances**
First reading of an Ordinance amending Chapter 12.32, Georgetown Municipal Airport Use Regulations, Article 111 Leasing, Section12.32.300(A) of the Code of Ordinances -- Eric Johnson, Public Works Director, and Matthew Sommerfeld, Airport Manager

Johnson presented and reviewed airport leasing, current leasing terms, leasing opportunities, proposed change, and the current leasing policy criteria.

Johnson read the Ordinance caption.

General discussion among Council and staff regarding support for proposed changes.

Moved by Kevin Pitts; seconded by Shawn Hood to Approve as presented.

Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

6.J **First Reading - 2025-6-ANX - Northlands Water Reclamation Plant**
Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, 20 acres of City of Georgetown owned property in the Frederick Foy Survey, Abstract No. 229, as the Public Facility (PF) zoning district, for the property generally located at Ronald Reagan Boulevard, to be known as the Northlands Water Reclamation Plant (2025-6-ANX) -- Ryan Clark, AICP, Planning Manager

Garcia presented and reviewed the Aerial Map, Zoning and Future Land Use Map, and the Mixed Density Neighborhood (MDN) zoning designation.

Garcia read the Ordinance caption.

Mayor Schroeder opened and closed the public hearing at 7:26 p.m. as there were no speakers.

There was no discussion by Council on this item.

Moved by Amanda Parr; seconded by Shawn Hood to Approve as presented.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

6.K **First Reading - 2025-7-ANX - Three Forks Water Reclamation Plant**
Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, 59.54 acres of City of Georgetown owned property in the John Berry Survey, Abstract 51, as the Public Facility (PF) zoning district, for the property generally located at FM 971, to be known as the Three Forks Water Reclamation Plant (2025-7-ANX) -- Ryan Clark, AICP, Planning Manager

Garcia presented and reviewed: the item under consideration; Aerial Map; Zoning and Future Land Use Map; Mixed Density Neighborhood (MDN) zoning designation; Public Facilities (PF) zoning designation; permitted uses in the PF zoning district; and how the application complies with approval UDC criteria for UDC Section 3.06.030. He added that notifications were sent and staff received no comments in favor or opposition, and at the March 3, 2026, meeting, the Planning and Zoning Commission (P&Z) approved the request with a 7-0 vote.

Garcia read the Ordinance caption.

Mayor Schroeder opened and closed the public hearing at 7:28 p.m. as there were no speakers.

Council had no comments or questions on the item.

Moved by Ron Garland; seconded by Ben Stewart to Approve as presented.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

6.L **First Reading - 2025-9-ANX - SE Inner Loop**
Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, 3.266 acres of City of Georgetown owned property in the L.J Dyches Survey, Abstract No. 180, as the Public Facility (PF) zoning district, for the property generally located at SE Inner Loop (2025-9-ANX) -- Ryan Clark, AICP, Planning Manager

Garcia presented and reviewed: the item under consideration; Aerial Map; Zoning and Future Land Use Map; Regional Center (RC) zoning designation explanation; and (PF) zoning designation; permitted uses in the PF zoning district; and how the application complies with approval UDC criteria for UDC Section 3.06.030. He added that notifications were sent and staff received no comments in favor or opposition, and at the March 3, 2026, meeting, the Planning and Zoning Commission (P&Z) approved the request with a 7-0 vote.

Garcia read the Ordinance caption.

Mayor Schroeder opened and closed the public hearing at 7:31 p.m. as there were no speakers.

Council had no comments or questions on the item.

Moved by Ben Stewart; seconded by Shawn Hood to Approve as presented.
Motion Approved: 6- 0
Voting For: Shawn Hood, Ron Garland, Amanda Parr, Kevin Pitts, Ben Stewart, and Jake French
Voting Against: None

6.M **First Reading - 2026-3-ANX - RM 2243**
Public Hearing and First Reading of an Ordinance for the Disannexation of approximately 40.2 acres in the Joseph Thompson Survey, Abstract No. 608, but excluding portions of right-of-way on RM 2243 (Leander Road), currently in the City Limits (2026-3-ANX) -- Jeff Fisher, AICP, Assistant Planning Director

Fischer presented and reviewed the item under consideration; the disannexation process; tentative schedule; Zoning Map; and how the application meets all the criteria for UDC Section 3.25.030 - Annexation Approval Criteria.

Fischer read the Ordinance caption.

Mayor Schroeder opened and closed the public hearing at 7:33 p.m. as there were no speakers.

Council had no comments or questions on the item.

Moved by Kevin Pitts; seconded by Shawn Hood to Approve as presented.
Motion Approved: 6- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

6.N **Resolution pursuant to Government Code Section 2206.053 - Wolf Ranch Parkway Road Expansion from SH 29 to Rivery Boulevard**
Consideration and possible action to approve a Resolution pursuant to Government Code Section 2206.053 finding that portions of properties along Wolf Ranch Parkway, from SH 29 to Rivery Boulevard, Georgetown TX 78626, are necessary for the expansion of Wolf Ranch Parkway and authorizing eminent domain proceedings for the acquisition of fee simple right-of-way or any lesser interest from said properties –- Scott Mikel, Real Estate Services Coordinator

This item was pulled and not taken up for consideration by the Council.

6.O **Resolution pursuant to Government Code Section 2206.053 - Cimarron Hills Force Main and Gravity Sewer Line Extension Project**
Consideration and possible action to approve a Resolution pursuant to Government Code Section 2206.053 finding that portion of property along Leander Road/Hwy 29, Georgetown TX 78628, is necessary for the Cimarron Hills Force Main and Gravity Sewer Line Extension Project and authorizing eminent domain proceedings for the acquisition of a wastewater easement or any lesser interest from said properties –- Scott Mikel, Real Estate Services Coordinator

This item was pulled and not taken up for consideration by the Council.

Adjournment

Mayor Schroeder adjourned the meeting at 7:34 p.m.

These minutes were approved at the meeting of _____.

_____ Mayor

_____ Attest

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Resolution - Civil Service Commission Member Appointment of Stephen Fought

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution confirming the appointment of Stephen Fought to the remainder of an unexpired term on the Fire Fighters' and Police Officers' Civil Service Commission -- David Morgan, City Manager

ITEM SUMMARY:

Pursuant to the City's adoption of Civil Service law under Chapter 143 of the Government Code, the Fire Fighters' and Police Officers' Civil Service Commission consists of three (3) members appointed by the City Manager and confirmed by the City Council. The Fire Fighters' and Police Officers' Civil Service Commission oversees the hiring and promotion process and serves as a disciplinary appeal board for civil service employees in the Georgetown Fire and Police Departments.

The minimum requirements for consideration of appointment are as follows:

- Resident of Georgetown for more than three years
- Must be at least 25 years of age
- Must not have held public office in the past three years

This is an appointment of Commissioner Stephen Fought to the remainder of an unexpired term, beginning April 14, 2026, ending December 31, 2026.

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Iverson, Human Resources and OD

ATTACHMENTS:
Civil Service Commission Appointment Resolution - Stephen Fought.pdf
Section_143.006_of_the_Texas_Local_Government_Code__Implementation__Commission.pdf
Stephen Fought Resume.pdf

RESOLUTION NO. _____

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, CONFIRMING THE APPOINTMENT OF STEPHEN FOUGHT TO THE FIRE FIGHTERS' AND POLICE OFFICERS' CIVIL SERVICE COMMISSION OF THE CITY OF GEORGETOWN; REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City of Georgetown held elections on November 5, 2002 and November 2, 2004, respectively for the purpose of seeking voter response to the propositions of "the adoption of the firefighters' civil service law" and "the adoption of the police officers' civil service law"; and

WHEREAS, the voters approved both propositions and pursuant to state law, the City of Georgetown has adopted Chapter 143 of the State Government Code establishing the Fire Fighters' and Police Officers' Civil Service Commission; and

WHEREAS, Chapter 143 of the Texas Local Government Code provides that the Civil Service Commission shall consist of three (3) members appointed by the City's chief executive and confirmed by the City Council; and

WHEREAS, there is a vacancy on the Fire Fighters' and Police Officers' Civil Service Commission and the City Manager has appointed Stephen Fought to fill the vacancy and serve for the remainder of the unexpired term; and

WHEREAS, the City Council finds Stephen Fought qualified under Chapter 143 of the Texas Local Government Code; and; and

WHEREAS, the City Council finds it to be in the best interest of the public to confirm the appointment of Stephen Fought to fill the remainder of an unexpired three (3) year term on the Firefighters' and Police Officers' Civil Service Commission, as set out herein.

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

Section 1. The meeting at which this resolution 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 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 3. The City Council hereby confirms the appointment of Stephen Fought to fill the remainder of an unexpired three (3) year term on the City's Firefighters' and Police Officers' Civil Service Commission beginning on April 14, 2026, and expiring December 31, 2026.

Section 4. All resolutions that conflict with the provisions of this resolution are hereby repealed, and all other resolutions of the City not in conflict with the provisions of this resolution shall remain in full force and effect.

Section 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.

Section 6. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest. This resolution 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 the 14th day of April, 2026.

ATTEST: **THE CITY OF GEORGETOWN:**

_____ _____

Robyn Densmore, City Secretary Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney

Sec. 143.006. IMPLEMENTATION: COMMISSION. (a) On adoption of this chapter, the Fire Fighters' and Police Officers' Civil Service Commission is established in the municipality. The chief executive of the municipality shall appoint the members of the commission within 60 days after the date this chapter is adopted. Within 30 days after the date the municipality's first full fiscal year begins after the date of the adoption election, the governing body of the municipality shall implement this chapter.

(b) The commission consists of three members appointed by the municipality's chief executive and confirmed by the governing body of the municipality. Members serve staggered three-year terms with the term of one member expiring each year. If a vacancy occurs or if an appointee fails to qualify within 10 days after the date of appointment, the chief executive shall appoint a person to serve for the remainder of the unexpired term in the same manner as the original appointment.

(c) A person appointed to the commission must:

(1) be of good moral character;

(2) be a United States citizen;

(3) be a resident of the municipality who has resided in the municipality for more than three years;

(4) be over 25 years of age; and

(5) not have held a public office within the preceding three years.

(c-1) Notwithstanding Subsection (c)(5), the municipality's chief executive may reappoint a commission member to consecutive terms. A commission member may not be reappointed to more than a third consecutive term unless the member's reappointment to a fourth or subsequent consecutive term is confirmed by a two-thirds majority of all the members of the municipality's governing body.

(c-2) Subsection (c)(5) does not prohibit the municipality's chief executive from appointing a former commission member to the commission if the only public office

held by the former member within the preceding three years is membership on:

(1) the commission; or

(2) the commission and the municipality's civil service board for employees other than police officers and firefighters through a joint appointment to the commission and board.

(c-3) Subsections (c-1) and (c-2) do not apply to a municipality with a population of 1.5 million or more.

(d) In making initial appointments, the chief executive shall designate one member to serve a one-year term, one member to serve a two-year term, and one member to serve a three-year term. If a municipality has a civil service commission immediately before this chapter takes effect in that municipality, that civil service commission shall continue as the commission established by this section and shall administer the civil service system as prescribed by this chapter. As the terms of the members of the previously existing commission expire, the chief executive shall appoint members as prescribed by this section. If necessary to create staggered terms as prescribed by this section, the chief executive shall appoint the initial members, required to be appointed under this chapter, to serve terms of less than three years.

(e) Initial members shall elect a chairman and a vice-chairman within 10 days after the date all members have qualified. Each January, the members shall elect a chairman and a vice-chairman.

(f) The governing body of the municipality shall provide to the commission adequate and suitable office space in which to conduct business.

(g) The chief executive of a municipality commits an offense if the chief executive knowingly or intentionally fails to appoint the initial members of the commission within the 60-day period prescribed by Subsection (a). An offense under this subsection is a misdemeanor punishable by a fine of not less than $100 or more than $200. Each day after the 60-day period

that the chief executive knowingly or intentionally fails to make a required appointment constitutes a separate offense.

(h) The chief executive of a municipality or a municipal official commits an offense if the person knowingly or intentionally refuses to implement this chapter or attempts to obstruct the enforcement of this chapter. An offense under this subsection is a misdemeanor punishable by a fine of not less than $100 or more than $200.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by:

Acts 2005, 79th Leg., Ch. 475 (H.B. 150), Sec. 1, eff. June 17, 2005.

BIOGRAPHY: STEPHEN O. FOUGHT

SUN CITY EXPERIENCE

- Member, Sun City Board of Directors (2023-2024), Member and VP (2010 - 2013)
- Neighborhood Representative Organization, Secretary (2007 - 2010)
- Nominating Committee, Vice Chair (2008-2010)

GEORGETOWN EXPERIENCE

- City Council Representative, District 4 (2013 — 2022)
- Georgetown Water Utility Board (2023 - 2025)
- Georgetown Economic Development Corporation (GEDCO) Member (2013 —2022) Vice President (2014), President (2015)
- General Government and Finance Advisory Board (GGAF), Member (2013), Chair (2014)
- Georgetown Utility System Board, Member (2014 — 2022)
- Citizen Member, Georgetown General Government and Finance subcommittee (2011– 2013)
- Citizen Member, Georgetown City Council Compensation Committee (2012)
- Citizen Member, Citizen Task Force — Public Safety Bond (2011). • Graduate, Georgetown Citizen Academy (2010)

PRIOR LIFE (Academic, Military and Community Volunteer Experience)

- Professor Emeritus and Dean of Academics (Air War College 1999-2006)
- Professor, Course Director, Director of Electives, Forrest Sherman Chair of Public Diplomacy (Naval War College, 1983-1998) • Retired USAF (B-52 Pilot)
- Better Business Bureau Volunteer Arbitrator and Mediator (25 years, RI, AL, TX)
- Numerous Non-Profit Boards

EDUCATION AND PROFESSIONAL CERTIFICATIONS

- Ph.D. (Brown University), MS (University of Southern California), BS (GA Tech)
- Pilot, Multi-engine, Instrument
- Graduate, Harvard Program on Negotiations
- Certified Better Business Bureau Arbitrator/Mediator
- Certified (Federal) EEO Counselior

I have some GREAT stories about being:

- In Berlin at the time of the fall of the Berlin Wall
- In the Former Soviet Union during “restructuring”
- In Buenos Aires during a coup attempt

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Resolution - ETJ Disannexation - Lester - 19.691 Acres

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 19.691 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R039080 and owned by Merlin Lester -- Michael Charles, Real Estate Services Coordinator

ITEM SUMMARY:

FINANCIAL IMPACT:

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

ATTACHMENTS:
Res_ETJ_Release_Lester_Grove Ln_19 AC wExhibits.pdf
MERLIN LESTER Map.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("GEORGETOWN") RELEASING APPROXIMATELY 19.691 ACRES OF LAND FROM THE CITY OF GEORGETOWN'S EXTRATERRITORIAL JURISDICTION ("ETJ"), SAID LAND IDENTIFIED BY THE WILLIAMSON COUNTY APPRAISAL DISTRICT AS PARCEL R039080, AND BEING LOCALLY KNOWN AS 1201 GROVE LANE, GEORGETOWN, WILLIAMSON COUNTY, TEXAS, RESULTING IN A REDUCTION OF GEORGETOWN'S ETJ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 16, 2026, the City of Georgetown, Texas, received a petition requesting release from its ETJ of an approximately 19.691 acre tract of land in the John Berry 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

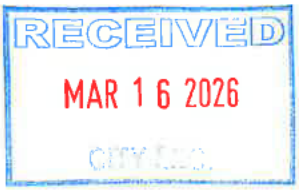
Phone: (512) 863-4525
MLester@GTLawCo.com

March ___, 2026

Our File No.: 26-011

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

HAND DELIVERED



Re: Petition for Release from the Extraterritorial Jurisdiction

To Whom It May Concern:

Please find enclosed an Petition for Release from the Extraterritorial Jurisdiction (ETJ) of Georgetown, Texas submitted on behalf of the property owner identified in the petition. The enclosed 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

Received by:

_____

_____

Date: _____, 2026

cc: Merlin Lester via email to [redacted]

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

This 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): MERLIN LESTER
Address: 1201 Grove Lane
Georgetown, Texas 78626

Phone / Email: [redacted]

Petitioner's voter registration number is [redacted]

2. Property Information

Property Address: 1181 & 1201 Grove Lane, Georgetown, Texas 78626

Legal Description: 19.691 acres, John Berry Survey, Abstract No. 51, 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: R430381

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 * * * * *

EXHIBIT A

BEING 19.691 acres of the John Berry Survey, Abstract No. 51, in Williamson County, Texas, part of the 85.20 acre tract conveyed to Charles Prenzler, et. ux., of record in Vol. 420, Page 86, D/R, the same tract conveyed to Wayne A. Arnold, et. al., in Vol. 711, page 898, and the same tract conveyed to Donald Collins in Vol. 761 Page 30 , Deed Records of Williamson County, Texas. Surveyed on the ground in April of 1978, by W.F. Forest, Registered Public Surveyor No. 101. Corners found on July 18, 1983, no changes noted.

BEGINNING at the Northwest corner of the 85.20 acre tract, in the center of Berry Creek.

THENCE N 56°26'30" E at 41.95 feet pass a 60-d nail in a fence on the East bank of the Creek, continuing in all 613.91 feet to find an iron pin at a bend in a fence, and at a fence corner.

THENCE N 58°43'50" E 43.94 feet, an iron pin, N 48°14'40" E 128.52 feet, an iron pin, and N 43°16'10" E 339.75 feet with a fence to find an iron pin at the upper Northeast corner of the 85.20 acre tract.

THENCE S 32°27'45" E 837.93 feet with a fence to find a post at a fence corner.

THENCE S 45°34'45" W at 457.59 feet pass a nail set on top of an earthern dam, continuing in all 493.51 feet to find an iron pin.

THENCE N 61°08'10" W 195.05 feet to an iron pin found.

THENCE S 52°58'15" W at 563.92 feet pass an iron pin on the East bank of Berry Creek, continuing in all 603.92 feet to the center of the creek.

THENCE N 27°12'30" W 704.77 feet with the center of the creek to the POINT OF BEGINNING.

4. Signature

Signature: _____ Date: 3-16-26
Printed Name: Merlin Lester

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was ACKNOWLEDGED, SUBSCRIBED AND SWORN TO before me by Merlin Lester on March 16, 2026

_____
Notary Public, State of Texas

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

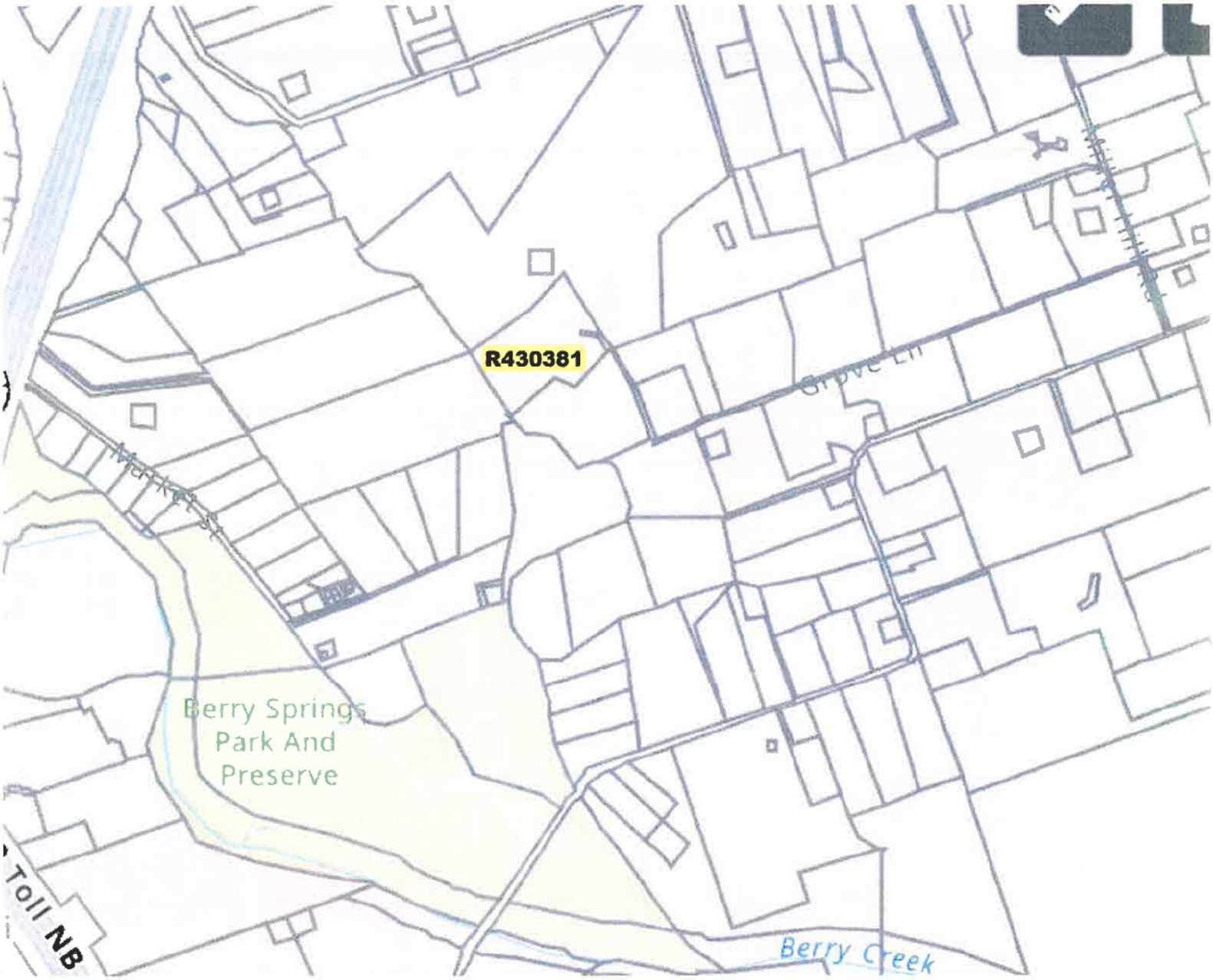


Exhibit B
Page 2

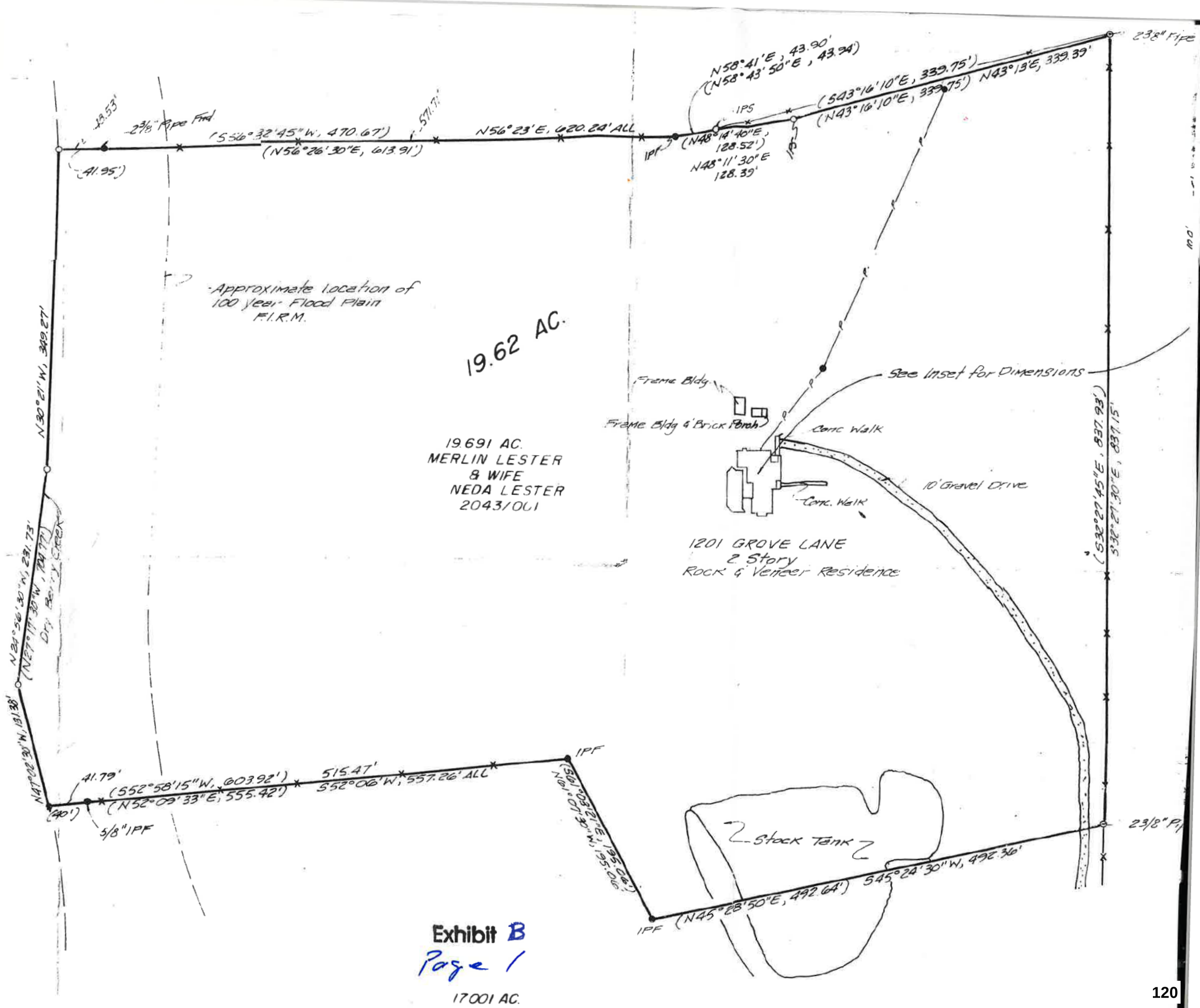

N58°41'E, 43.90'
(N58°43'50"E, 43.94')
(S43°16'10"E, 339.75')
(N43°16'10"E, 339.75')
N43°13'E, 339.39'
2 3/8" Pipe
IPS
IPF
(N48°14'40"E, 128.52')
N48°11'30"E 128.39'
N56°23'E, 620.24' ALL
(N56°26'30"E, 613.91')
571.71'
2 3/8" Pipe Fnd
(S56°32'45"W, 470.67')
43.53'
(41.95')
N30°21'W, 349.27'
Approximate location of 100 Year Flood Plain F.I.R.M.
19.62 AC.
19.691 AC.
MERLIN LESTER
& WIFE
NEDA LESTER
2043/001
Frame Bldg
Frame Bldg & Brick Porch
See Inset for Dimensions
Conc Walk
10' Gravel Drive
Conc. Walk
1201 GROVE LANE
2 Story
Rock & Veneer Residence
(S32°27'45"E, 937.93')
S32°27'30"E, 937.15'
N27°11'30"W, 194.77')
Dry Beaver Creek
N25°56'30"W, 231.73'
N47°02'30"W, 131.38'
41.79'
(S52°58'15"W, 603.92')
(N52°09'33"E, 555.42')
515.47'
S52°06'W, 557.26' ALL
(40')
5/8" IPF
IPF
(N37°10'30"W, 195.06')
(N45°28'50"E, 492.64')
S45°24'30"W, 492.36'
2 Stock Tank 2
2 3/8" P
Exhibit B
Page 1
17.001 AC.
ANDREW R STEINBECK

Exhibit B to Resolution

Legal Description and Map

EXHIBIT A

BEING 19.691 acres of the John Berry Survey, Abstract No. 51, in Williamson County, Texas, part of the 85.20 acre tract conveyed to Charles Prenzler, et. ux., of record in Vol. 420, Page 86, D/R, the same tract conveyed to Wayne A. Arnold, et. al., in Vol. 711, page 898, and the same tract conveyed to Donald Collins in Vol. 761 Page 30 , Deed Records of Williamson County, Texas. Surveyed on the ground in April of 1978, by W.F. Forest, Registered Public Surveyor No. 101. Corners found on July 18, 1983, no changes noted.

BEGINNING at the Northwest corner of the 85.20 acre tract, in the center of Berry Creek.

THENCE N 56°26'30" E at 41.95 feet pass a 60-d nail in a fence on the East bank of the Creek, continuing in all 613.91 feet to find an iron pin at a bend in a fence, and at a fence corner.

THENCE N 58°43'50" E 43.94 feet, an iron pin, N 48°14'40" E 128.52 feet, an iron pin, and N 43°16'10" E 339.75 feet with a fence to find an iron pin at the upper Northeast corner of the 85.20 acre tract.

THENCE S 32°27'45" E 837.93 feet with a fence to find a post at a fence corner.

THENCE S 45°34'45" W at 457.59 feet pass a nail set on top of an earthern dam, continuing in all 493.51 feet to find an iron pin.

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THENCE N 27°12'30" W 704.77 feet with the center of the creek to the POINT OF BEGINNING.

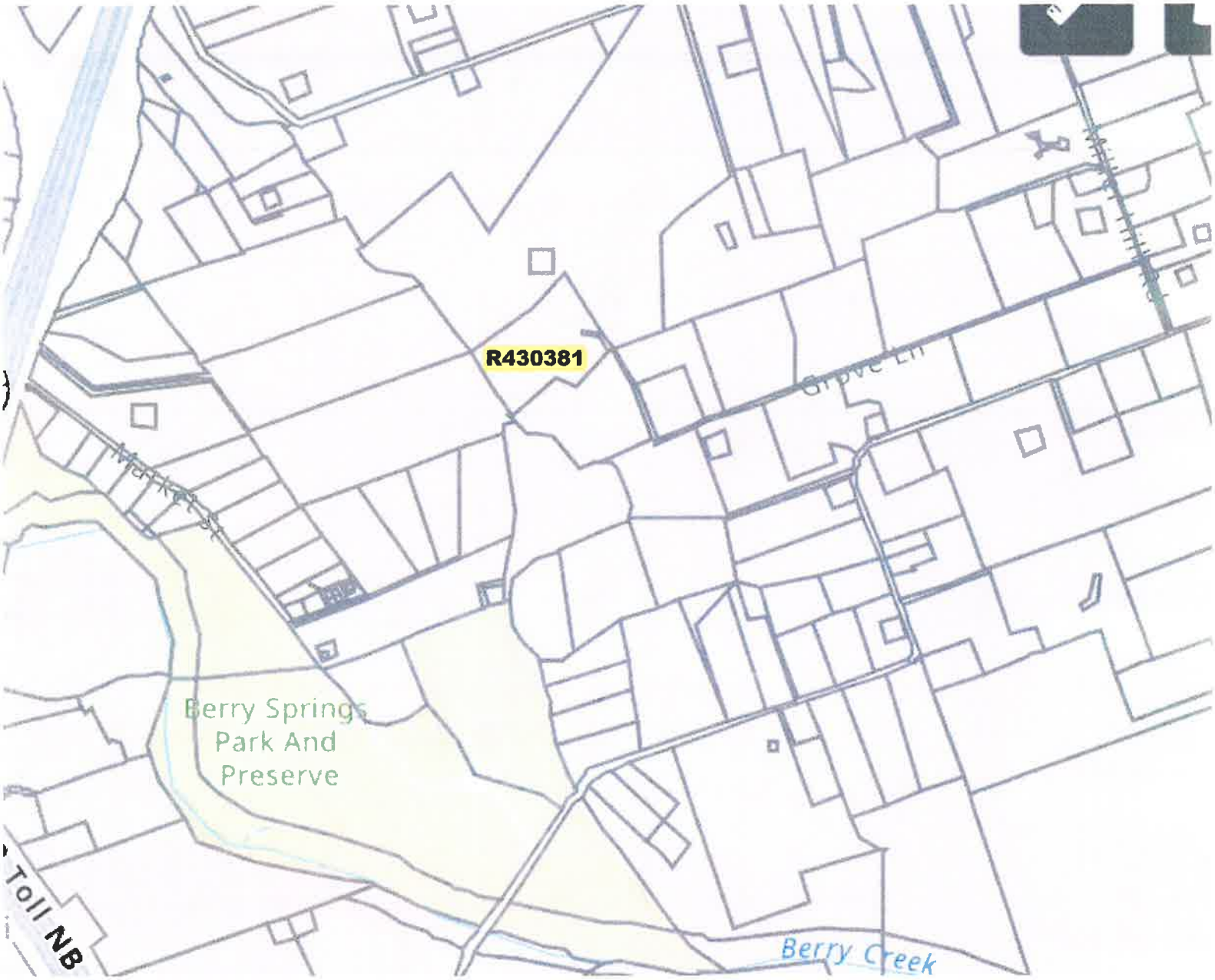


Exhibit B
Page 2

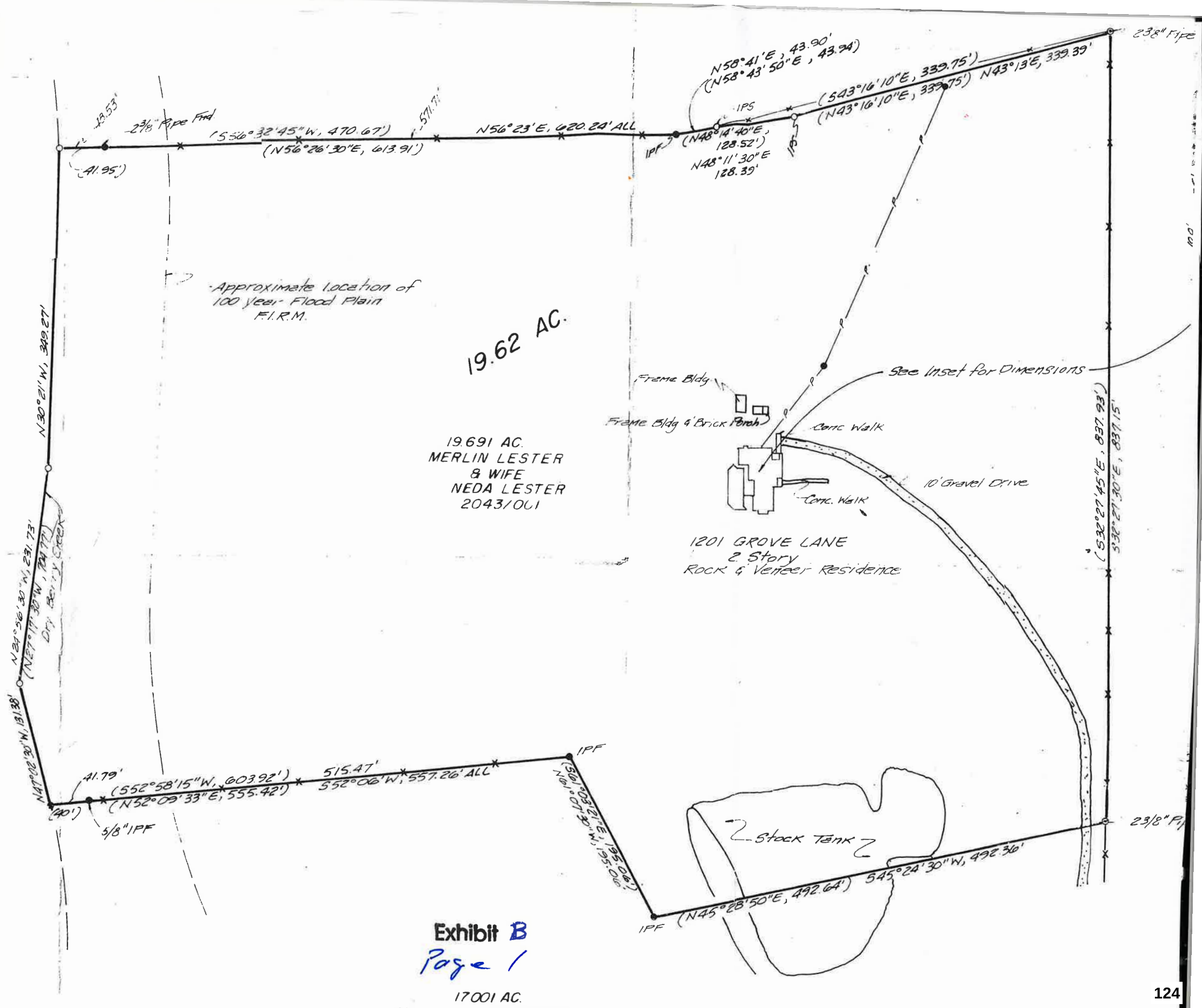
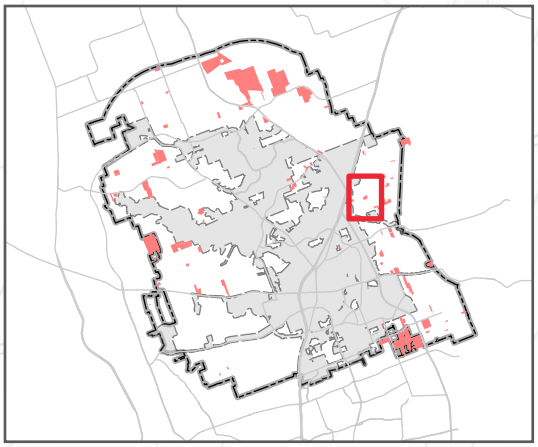


Exhibit B

Page 1

Petitioned for ETJ Removal

MERLIN LESTER



CR 150
150
CR 150
150
195
Grove Ln
700 ft
152
Market St
723 ft
Berry Springs Park And Preserve
CR 152
Berry Springs Or Berry Cemetery
Tom McDaniel Pkwy
152
Berry Springs Park And Preserve

Property
Georgetown ETJ
City limits

0 550 1,100
US Feet

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Resolution - ETJ Disannexation - Sheffield - 1 Acre

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 1 acre of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R039579 and owned by Keith and Dusti Sheffield -- Michael Charles, Real Estate Services Coordinator

ITEM SUMMARY:

FINANCIAL IMPACT:

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

ATTACHMENTS:
Res_ETJ_Release_Sheffield_Haverland Dr_1 AC wExhibits.pdf
SHEFFIELD Map.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("GEORGETOWN") RELEASING APPROXIMATELY 1.00 ACRE OF LAND FROM THE CITY OF GEORGETOWN'S EXTRATERRITORIAL JURISDICTION ("ETJ"), SAID LAND IDENTIFIED BY THE WILLIAMSON COUNTY APPRAISAL DISTRICT AS PARCEL R039579, AND BEING LOCALLY KNOWN AS 150 HAVERLAND DRIVE, GEORGETOWN, WILLIAMSON COUNTY, TEXAS, RESULTING IN A REDUCTION OF GEORGETOWN'S ETJ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 10, 2026, the City of Georgetown, Texas, received a petition requesting release from its ETJ of an approximately 1.00 acre tract of land in the Antonio Flores 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

March 10, 2026

RECEIVED
MAR 10 2026
CITY SEC.

Petition For ETJ Release

We the undersigned owners of the listed property request that this property be removed from the City Of Georgetown ETJ immediately.

Property address: **150 Haverland Drive Georgetown, TX 78626**

Property legal description: **AW0235 FLORES, A. SUR., ACRES 1.0**

Further described by metes or bounds on attached Exhibit A.

Included on the attached Exhibit B is the Williamson County Tax Assessor-Collector 2025 tax bill showing the owners of said property to be Keith and Dusti Sheffield.

Exhibit C is attached showing a satellite image of the property.

WCAD Property: **R039579** displayed on attached Exhibit D.

Legal owners of listed property are: Keith and Dusti Sheffield [redacted]

Keith Sheffield [redacted] D.O.B. 03-10-26
Date

Dusti Sheffield [redacted] D.O.B. 03-10-26
Date

(A)

BEING 1.00 acre of the A. Flores Survey, Abstract No. 239, in Williamson County, Texas, part of an 84 acre tract described in a deed to Otto Haverland of record in Vol. 477, Pg. 260, Deed Records of Williamson County, Texas. Surveyed on the ground in December of 1982, and in January of 1985, by W.F. Forest, Registered Public Surveyor No. 101. This tract being the same 1.00 acre tract described in a deed to Richard Lee Faught, et. ux., as recorded in Vol. 901, Pg. 774, Deed Records of Williamson County, Texas.

BEGINNING at an iron pin found at the Northwest corner of this tract and at the Northwest corner of the 1.00 acre tract described in Vol. 902, Pg. 774, D/R.

THENCE with a fence, N 73°34'30" E 208.71 feet to set an iron pin on the North side of a post at a fence corner.

THENCE with a fence, S 16°25'30" E 208.71 feet to set a nail in top of a fence corner post.

THENCE with a fence, S 73°34'30" W 208.71 feet to an iron pin found.

THENCE with the East line of Haverland Drive, N 16°25'30" W 208.71 feet to the POINT OF BEGINNING.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E Rister

10-11-1999 11:05 AM 199969236
STRICKLAND $21.00
NANCY E. RISTER ,COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordatio

Larry Gaddes PCAC, CTA

TAX ASSESSOR-COLLECTOR

WILCO TEXAS

PROPERTY DESCRIPTION
AW0235 FLORES, A. SUR., ACRES 1.0
150 HAVERLAND DR GEORGETOWN 78626

PROPERTY ID
R039579
OWNER NAME
SHEFFIELD, KEITH I & DUSTI

PROPERTY TAX STATEMENT for 2025

Phone Number: 512-943-1601

TAXING ENTITY	HOMESTEAD CAP LOSS	TOTAL ASSESSED	EXEMPTIONS	TAXABLE VALUE	TAX RATE PER $100	TAX AMOUNT
Williamson CO	0	445,797	0	445,797	0.3694470	1,646.99
Wmsn CO FM/RD	0	445,797	0	445,797	0.0443290	197.62
Georgetown ISD	0	445,797	0	445,797	1.0506000	4,683.54
Wmsn Co ESD #8	0	445,797	0	445,797	0.0912000	406.57

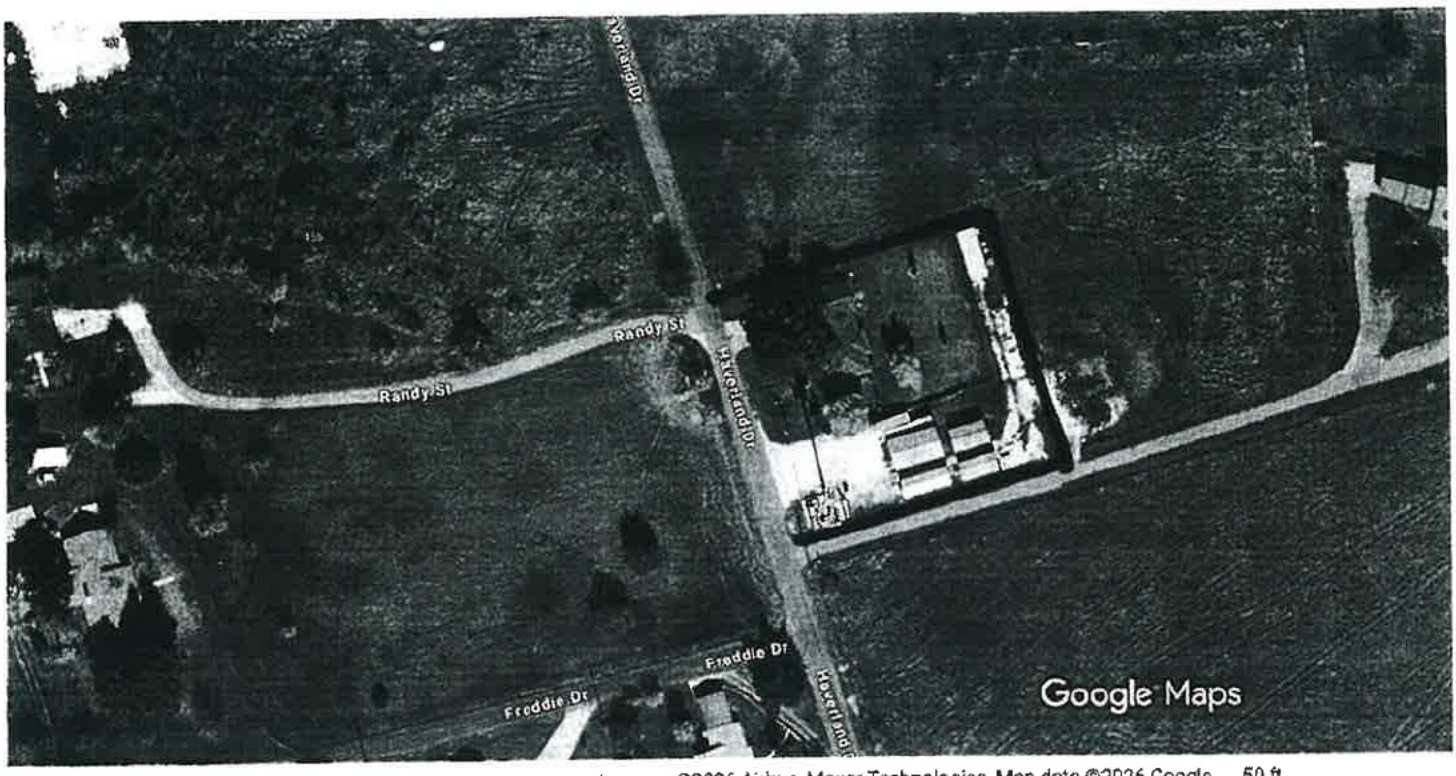
TOTAL ANNUAL TAXES DUE ON OR BEFORE JANUARY 31 → **$6,934.72**

- To avoid the accrual of penalty and interest, all payments, including metered mail, online bill pay, and all forms of electronic payments, must bear a USPS postmark or be received on or before January 31st.
- Depositing payments in a USPS collection box does not guarantee a postmark for that day and could result in the accrual of penalty and interest if done on or near a delinquency date.
- By state law, failure to receive a tax bill does not relieve the owner of tax, penalty, or interest liability. If you did not receive a statement for each piece of property you own, you may visit our website to view property taxes, payment history, current statements, payment options, and other information at: tax.wilcotx.gov
- Checks, electronic checks, and ACH transactions that are returned due to insufficient funds or closed account, will incur a $30.00 return item fee. Penalty and interest will accrue if payments is not received by the delinquency date as mandated by state law.
- If your taxes should be paid by your mortgage company, please forward this statement to their office.
- Credit/Debit Cards will incur an additional vendor fee in person, online, or over the phone. Do not mail credit card information.

01.01767650008843 1/2 15946 W

C

Google Maps 150 Haverland Dr



Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 Google 50 ft

150 Haverland Dr

Building

Directions Save Nearby Send to phone Share

150 Haverland Dr, Georgetown, TX 78626

Williamson Central Appraisal District Map



6, 10:44:21 AM

arcels

ibdivision Boundaries

unty Boundary

1:1,128

0 0.01 0.02 0.04 mi

0 0.02 0.04 0.07 km

Sources: Esri, Vantor, Airbus DS, USGS, NGA, N
CGIAR, N Robinson, NCEAS, NLS, OS,
Geodatastyrelsen, Rijkswaterstaat, GSA, Ge
FEMA, Intermap, and the GIS user community, So
Esri, TomTom, Garmin, FAO, NOAA, USGS

City of Round Rock GIS/IT Department | Esri Community Maps Contributors, County of Williamson, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USI

Williamson Central Appraisal D

D

Exhibit B to Resolution

Legal Description and Map

(A)

BEING 1.00 acre of the A. Flores Survey, Abstract No. 235, in Williamson County, Texas, part of an 84 acre tract described in a deed to Otto Haverland of record in Vol. 477, Pg. 260, Deed Records of Williamson County, Texas. Surveyed on the ground in December of 1982, and in January of 1985, by W.F. Forest, Registered Public Surveyor No. 101. This tract being the same 1.00 acre tract described in a deed to Richard Lee Faught, et. ux., as recorded in Vol. 901, Pg. 774, Deed Records of Williamson County, Texas.

BEGINNING at an iron pin found at the Northwest corner of this tract and at the Northwest corner of the 1.00 acre tract described in Vol. 902, Pg. 774, D/R.

THENCE with a fence, N 73°34'30" E 208.71 feet to set an iron pin on the North side of a post at a fence corner.

THENCE with a fence, S 16°25'30" E 208.71 feet to set a nail in top of a fence corner post.

THENCE with a fence, S 73°34'30" W 208.71 feet to an iron pin found,

THENCE with the East line of Haverland Drive, N 16°25'30" W 208.71 feet to the POINT OF BEGINNING.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E Rister

10-11-1999 11:05 AM 199969236
STRICKLAND $21.00
NANCY E. RISTER ,COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordatio

(C)

Google Maps 150 Haverland Dr



Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 Google 50 ft

150 Haverland Dr

Building

Directions Save Nearby Send to phone Share

150 Haverland Dr, Georgetown, TX 78626

Williamson Central Appraisal District Map



6, 10:44:21 AM

arcels

ibdivision Boundaries

unty Boundary

1:1,128

0 0.01 0.02 0.04 mi

0 0.02 0.04 0.07 km

Sources: Esri, Vantor, Airbus DS, USGS, NGA, N
CGIAR, N Robinson, NCEAS, NLS, OS,
Geodatastyrelsen, Rijkswaterstaat, GSA, Ge
FEMA, Intermap, and the GIS user community, So
Esri, TomTom, Garmin, FAO, NOAA, USG

City of Round Rock GIS/IT Department | Esri Community Maps Contributors, County of Williamson, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USI

Williamson Central Appraisal D

D

Petitioned for ETJ Removal

SHEFFIELD



Property

Georgetown ETJ

City limits

0 300 600

US Feet

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Resolution - ETJ Disannexation - Ward and Burke Berry Creek, Inc. - 7.309 Acres

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 7.309 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R683456 and owned by Ward and Burke Berry Creek, Inc -- Michael Charles, Real Estate Services Coordinator

ITEM SUMMARY:

FINANCIAL IMPACT:

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

ATTACHMENTS:
Res_ETJ_Release_Ward and Burke_NIH35_7 AC wExhibits.pdf
WARD & BURKE Map.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("GEORGETOWN") RELEASING APPROXIMATELY 7.309 ACRES OF LAND FROM THE CITY OF GEORGETOWN'S EXTRATERRITORIAL JURISDICTION ("ETJ"), SAID LAND IDENTIFIED BY THE WILLIAMSON COUNTY APPRAISAL DISTRICT AS PARCEL R683456, RESULTING IN A REDUCTION OF GEORGETOWN'S ETJ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 11, 2026, the City of Georgetown, Texas, received a petition requesting release from its ETJ of an approximately 7.309 acre tract of land in the John Berry 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

Southwest Engineers
Engineering Texas Since 1978

Public Infrastructure
Land Development
Land & ROW Acquisition

TBPELS No. F-1909

RECEIVED
MAR 11 2026
CITY SEC.

February 26, 2026

City of Georgetown – Planning and Development Department
809 Martin Luther King Jr St
Georgetown, Texas 78626

RE: Ward & Burke Texas Yard Phase 3
3600 N IH 35
Georgetown, Texas 78626
SWE Project No. 1173-003-26
Letter of Request to Disannex from the City of Georgetown Extraterritorial Jurisdiction

To whom it may concern,

Please accept this Letter of Request for the parcel listed to be disannexed from the City of Georgetown Extraterritorial Jurisdiction (ETJ): R683456. As stated in the requirements listed by 88(R) SB 2038 – Bill Text, this request is being provided with the property owner's signature and information as seen below, a map of the land to be released, and a metes and bounds description found in its corresponding deed.

Respectfully Submitted,

Paulo Misi

Paulo Misi, P.E.
Senior Project Manager
[redacted]
/kd

Ward & Burke Berry Creek Inc.,
A Texas Corporation

By: [signature]
Robert J. Ward, President

Feb 26 2026
Date of signing

[redacted]
Date of Birth

[redacted]
Residence Address [redacted]

Docusign Envelope ID: BA83C715-EABC-457F-919F-4F566A6B450A

WARD & BURKE BERRY CREEK INC.

ACTION IN WRITING

BY

BOARD OF DIRECTORS

The undersigned, being all the Directors of Ward & Burke Berry Creek, Inc., a Texas corporation (the "***Corporation***"), acting pursuant to the authority of Section 21.415 of the Texas Business Organizations Code, hereby consent to the adoption of the following specified resolutions and approve and adopt such resolutions with the same force and effect as if they were approved and adopted at a duly constituted meeting of the Board of Directors of the Corporation, as of the 10th day of March, 2026:

> RESOLVED, that from and after the date of adoption of this resolution, each of the following officers of the Corporation, namely Robert Ward and John Grennan, shall have full power and authority to sign and obligate the Corporation with respect to all proposals, bids, contracts, petitions or other undertakings of any kind or nature with any federal, state, county, municipal, or other governmental entity, or with any corporation, partnership, limited liability company, joint venture, individual or other private entity, for or in connection with construction, services, equipment, retail purchases, sales or other transactions of any kind or nature involving the business of the Corporation, and such officer's signature shall be conclusive evidence that such officer was acting with the approval of the Board of Directors of the Corporation, and be it
>
> RESOLVED FURTHER, that from and after the date of adoption of this resolution, the foregoing officers shall have full power and authority to delegate any or all of the power and authority described in the foregoing paragraph to any other officer or employee of this Corporation, with such limitations on said power and authority so delegated as shall be determined by the delegating officer, such delegation to be set forth in a writing to be entered upon the books and records of the Corporation, and be it
>
> RESOLVED FURTHER, that all prior acts by the individuals who served as officers of the Corporation prior to the date hereof are ratified, affirmed and approved so long as taken in good faith and in the best interests of the Corporation; and be it

Docusign Envelope ID: BA83C715-EABC-457F-919F-4F566A6B450A

RESOLVED FURTHER, that all prior acts by the individuals who served as officers of the Corporation, and each of them, in connection with the foregoing resolutions and any and all other documents, instruments or agreements delivered in connection therewith to carry out and effectuate the purposes and intent of the foregoing resolutions be, and they hereby are, ratified, authorized, and approved with the same effect as if specifically authorized and approved by the Board of Directors at or prior to the time at which such acts and things were done or performed; and be it

RESOLVED FURTHER, that this action may be executed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by telecopy, electronic delivery or otherwise) to the other parties. Signatures to this action transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means (e.g. DocuSign) intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their names as of the date set forth above.

DIRECTORS:

DocuSigned by:
Robert O. Ward
9BC0F72D4C9846D...
Robert J. Ward

DocuSigned by:
2D8EE8666912455...
Michael Ward

DocuSigned by:
Padraig Burke
1E4DEEDB8B3D47A...
Padraig Burke

Signed by:
FD527389B37B474...
John Grennan

DocuSigned by:
E3D1B0DF6C11447...
Colin Irwin

DocuSigned by:
Brian Fahy
700B519863484AC...
Brian Fahy


WCAD Property Reference: R683456
AD Public Access Property Information
questions regarding address verification, general addressing
additional structure addressing on parcels, click here.
Lic Results
4106
4100
4104
3996
3600
1014

Southwest Engineers
Engineering Texas Since 1978

Public Infrastructure
Land Development
Land & ROW Acquisition

TBPELS No. F-1909



Location Map

3600 N IH 35,

Georgetown, TX 78626

Gonzales | Buda | Bastrop | Round Rock

2631 Gattis School Rd STE 270, Round Rock, TX 78664
512-222-4964
www.swengineers.com

ELECTRONICALLY RECORDED 2025095648
Williamson County, Texas Total Pages: 4

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 TRANSERS 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

SPECIAL WARRANTY DEED

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

That effective as of December 3rd 2025, JAMES MCELHANON AND GAYLE MCELHANON ("Grantor", whether one or more), for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable consideration to the undersigned paid by WARD & BURKE BERRY CREEK INC., a Texas corporation ("Grantee"), the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee the following described real property (the "Property"), to-wit:

Corridor Title GF# 25-3975-C

Being 7.309 acres (318,399 sq. ft.) of land situated in the John Berry Survey, A-51, Williamson County, Texas, and being out of a called 10.35 acres to Gayle McElhanon and James McElhanon recorded under Clerk's File No. 9911921 O.R.W.C.T., a called 5.00 acres to Gayle McElhanon and James McElhanon recorded under Clerk's File No. 2007028160 O.R.W.C.T., and a called 5.00 acres to Gayle McElhanon and James McElhanon recorded under Vol. 2110 Pg. 565 O.R.W.C.T.; said 7.309 acres being more particularly described by metes and bounds in Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, Grantee's heirs, executors, successors and assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto Grantee, Grantee's heirs, executors, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through or under Grantor but not otherwise.

This conveyance is made subject to all and singular the restrictions, easements, conditions, reservations, exceptions and covenants, if any, applicable to and enforceable against the Property as shown by the records of Williamson County, Texas.

Current ad valorem taxes on the Property having been prorated, the payment thereof is assumed by Grantee.

GRANTOR:

James Mc Elhanon
JAMES MCELHANON

Gayle McElhanon
GAYLE MCELHANON

Grantee's Address:
140 Market Street, Building D Suite 140E
Georgetown, TX 78626

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me this 3rd day of December, 2025 by JAMES MCELHANON AND GAYLE MCELHANON.

RACHEL K. BRANDT
My Notary ID # 134283247
Expires March 31, 2027

Rachel Brandt
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

CORRIDOR TITLE, LLC

25-3975-C

EXHIBIT "A"

DESCRIPTION

Being 7.309 acres (318,399 sq. ft.) of land situated in the John Berry Survey, A-51, Williamson County, Texas, and being out of a called 10.35 acres to Gayle McElhanon and James McElhanon recorded under Clerk's File No. 9911921 O.R.W.C.T., a called 5.00 acres to Gayle McElhanon and James McElhanon recorded under Clerk's File No. 2007028160 O.R.W.C.T., and a called 5.00 acres to Gayle McElhanon and James McElhanon recorded under Vol. 2110 Pg. 565 O.R.W.C.T.; said 7.309 acres being more particularly described by metes and bounds as follows:

BEGINNING at 1/2-inch iron rod with cap stamped "Forest 1847" found in the north line of said 10.35 acres for the most easterly southeast corner of a called 10.627 acres to Ward & Burke Berry Creek, Inc., recorded under Clerk's File No. 2024098704 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.) and the southwest corner of a remainder of a called 21.603 acres to Kenneth Buchhorn and Kathryn Buchhorn recorded under Clerk's File No. 2017039117 O.P.R.W.C.T., same being the most northerly northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE South 32°25'20" East, 468.72 feet over and across said 10.35 acres and said 5.00 acre tracts to a 5/8-inch iron rod with cap stamped "Landpoint" set for an interior northeast corner of the herein descrdibed tract;

THENCE North 69°40'38" East, 250.00 feet along a northeast line of the herein described tract to a 5/8-inch iron rod with cap stamped "Landpoint" set for an interior northeast corner of the herein described tract;

THENCE North 20°19'22" West, 40.00 feet along a northeast line of the herein described tracat to a 5/8-inch iron rod with cap stamped "Lasndpoint" set in the south line of said McElhanon 5.00 acres (Vol. 2110, Pg. 565 O.R.W.C.T.) for an exterior northeasterly corner of the herein described tract;

THENCE North 69°40'38" East, along the south line of said 5.00 acres common to the northeast line of the herein described tract, passing at 434.05 feet a 1/2-inch iron rod found for reference continuing in all a total distance of 512.53 feet to a point in the center of Dry Berry Creek for the southeast corner of said 5.00 acres and the northeast corner of the hrein described tract;

THENCE South 02°39'44" East, 154.73 feet along the center of said Dry Berry Creek common to the east line of the herein described tract to an angle point;

THENCE South 23°56'49" East, 97.12 feet continuing along said common line to a point in the center of Dry Berry Creek for the northeast corner of a called 38.15 acres to Ward & Burke Berry Creek, Inc., recorded under Clerk's File No. 2024032738 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.)and the southeast corner of the herein described tract;

THENCE South 70°10'32" West, along said common line passing at 45.45 feet and 1.5 feet south a 1/2-inch iron found for reference and continuing in all a total ditance of 921.00 feet to a 1/2-inch iron rod found for the southeast corner of said 10.627 acres and the southwest corner of the herein described tract;

THENCE North 33°02'22" West, 609.04 feet along a southeast line of said 10.627 acres common to the west line of the herein described tract to A 1/2-inch iron rod with cap stamped "Forest 1847" found for the most westerly northwest corner of the herein described tract;

THENCE North 33°38'11" East, 69.95 feet along a common line of said 10.627 acres with the northwest line of the herein described tract to a 1/2-inch iron rod found for the most northerly northwest corner of the herein dewscribed tract;

THENCE North 63°28'34" East, 179.55 feet continuing along a common line of said 10.627 acres with the northwest line of the herein described tract to the **POINT OF BEGINNING** and containing 7.309 acres (318,399 sq. ft.) of land in Williamson County, Texas.

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2025095648

Pages: 4 Fee: $33.00
12/03/2025 02:24 PM
KWEEMS

Nancy E. Rister, County Clerk
Williamson County, Texas

Exhibit B to Resolution

Legal Description and Map

EXHIBIT "A"

DESCRIPTION

Being 7.309 acres (318,399 sq. ft.) of land situated in the John Berry Survey, A-51, Williamson County, Texas, and being out of a called 10.35 acres to Gayle McElhanon and James McElhanon recorded under Clerk's File No. 9911921 O.R.W.C.T., a called 5.00 acres to Gayle McElhanon and James McElhanon recorded under Clerk's File No. 2007028160 O.R.W.C.T., and a called 5.00 acres to Gayle McElhanon and James McElhanon recorded under Vol. 2110 Pg. 565 O.R.W.C.T.; said 7.309 acres being more particularly described by metes and bounds as follows:

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THENCE South 02°39'44" East, 154.73 feet along the center of said Dry Berry Creek common to the east line of the herein described tract to an angle point;

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WCAD Property Reference: R683456
AD Public Access Property Information
questions regarding address verification, general addressing
additional structure addressing on parcels, click here.
Lic Results
430
4108
4100
3996
4104
3600
3600
1014



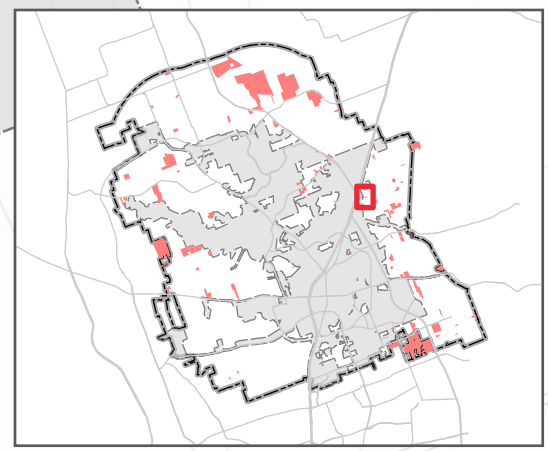
Location Map

3600 N IH 35,

Georgetown, TX 78626

Petitioned for ETJ Removal

WARD & BURKE



Property

Georgetown ETJ

City limits

0 300 600

US Feet

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Resolution - Bluffview PID Cost Determination

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution determining costs of the proposed Public Improvements in the Bluffview Public Improvement District, approving a Proposed Improvement Area #1 Assessment Roll, calling a Public Hearing, and making related findings and determinations in accordance with Chapter 372 of the Texas Local Government Code -- Nick Woolery, Assistant City Manager

ITEM SUMMARY:
On March 22, 2022, after notice and hearing, the City Council passed and approved Resolution No. 032222-AA (the "PID Creation Resolution") authorizing the creation of the Bluffview Public Improvement District (the "PID"), covering approximately 68.080 acres located within the corporate limits of the City. Following the adoption of the Creation Resolution, on March 25, 2022, the City recorded the Creation Resolution with the County Clerk of Williamson County, Texas. The purpose of the PID is to finance the actual costs of certain public improvements for the benefit of property within the PID through special assessments ("Assessments") against parcels of land in the PID.

The Texas Local Government Code Chapter 372 (the "PID Act") requires preparation of a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the public improvements ("Authorized Improvements") to be funded through Assessments. The PID Act also requires preparation of an assessment roll stating the amount of special assessment against individual parcels of land in the PID determined by the method chosen by the City consistent with the PID Act.

P3 Works, LLC ("P3") has prepared, on behalf of the City, a Preliminary Service and Assessment Plan ("PSAP) which includes a description of the proposed Authorized Improvements, determines the cost of those improvements, and includes a proposed Assessment Roll.

This item requests that the City Council pass and approve the attached Resolution, which makes certain findings regarding the nature of the Authorized Improvements, the cost of the Authorized Improvements, and approving the proposed Assessment Roll (all of which information is included in the PSAP attached to the Resolution). On the City Council's approval, the proposed Assessment Roll will be made available for public inspection at the Office of the City Secretary.

Later this month, in conjunction with the City Council's consideration of an ordinance levying Assessments on land in the PID, and after notice and hearing, City staff will bring forward a proposed ordinance levying special assessments on land in the PID, approving the final Service and Assessment Plan (SAP), approving the final Assessment Roll, and approving a Financing Agreement between the City and the project's developer.

FINANCIAL IMPACT:
None to the City.

SUBMITTED BY:
Angela McBride, City Manager's Office

ATTACHMENTS:
Cost Determination Resolution_Bluffview PID (w Exhibits) FINAL.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF GEORGETOWN, TEXAS, DETERMINING COSTS OF THE PROPOSED PUBLIC IMPROVEMENTS IN THE BLUFFVIEW PUBLIC IMPROVEMENT DISTRICT, APPROVING A PROPOSED IMPROVEMENT AREA #1 ASSESSMENT ROLL, CALLING A PUBLIC HEARING, AND MAKING RELATED FINDINGS AND DETERMINATIONS, IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE.

WHEREAS, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Georgetown, Texas (the "City") on December 28, 2021 (the "Petition") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district located within the corporate limits of the City to be known as Bluffview Public Improvement District (the "District" or "PID") to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the PID Act that are necessary for development of the District, which public improvements will include, but not be limited to, streets, roadway construction, water, wastewater, and drainage facilities and improvements, parkland improvements and other improvement projects; and

WHEREAS, the Petition contained the signatures of the record owners of taxable real property representing more than 50% of the appraised value of the real property liable for assessments within the District, as determined by the then current ad valorem tax rolls of the Williamson Central Appraisal District, and the signatures of record property owners who own taxable real property that constitutes more than 50% of the area of all taxable property that is liable for assessment within the District; and

WHEREAS, on March 22, 2022 after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects described in the Petition as required by Section 372.009 of the PID Act and on March 22, 2022 the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 032222-AA (the "Creation Resolution"), adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects; and

WHEREAS, following the adoption of the Creation Resolution, the City filed a copy of the Creation Resolution with the County Clerk of Williamson County, Texas; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the effective date of the Creation Resolution; and

WHEREAS, the District is expected to be developed in phases beginning with an area designated as "Improvement Area #1" within the District, which consists of approximately 28.949 acres located within the District ("Improvement Area #1"); and

WHEREAS, the City has reviewed the Preliminary Service and Assessment Plan attached to this Resolution as **"Exhibit A"** (the "Preliminary Service and Assessment Plan"), the proposed Improvement Area #1 Assessment Roll attached as "Exhibit F" to the Preliminary Service and Assessment Plan (the "Proposed Improvement Area #1 Assessment Roll"); and

WHEREAS, in accordance with Section 372.016 of the PID Act, the City Council desires to make certain determinations and findings with regard to the total cost of the "Authorized Improvements" set forth in the Preliminary Service and Assessment Plan attached to this Resolution as "**Exhibit A**"; and

WHEREAS, in accordance with Section 372.016 of the PID Act, the City Council also desires to approve the Proposed Improvement Area #1 Assessment Roll, which is included in the Preliminary Service and Assessment Plan attached to this Resolution as "**Exhibit A,**" cause the Proposed Improvement Area #1 Assessment Roll to be filed with the City Secretary, and to direct the City Secretary to make the Proposed Improvement Area #1 Assessment Roll available for public inspection and publish and mail notice of the City Council's intention to consider the Proposed Improvement Area #1 Assessment Roll (in substantially the form attached hereto as "**Exhibit B**") at a public hearing, all in accordance with the requirements of the PID Act.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct and are incorporated into this Resolution for all purposes by this reference.

Section 2. The City Council hereby finds, declares, and directs:

(a) Determination of Cost. The cost determinations for the proposed Authorized Improvements set forth in the Preliminary Service and Assessment Plan attached to this Resolution as "**Exhibit A**" are hereby approved.

(b) Proposed Improvement Area #1 Assessment Roll. The Proposed Improvement Area #1 Assessment Roll included in the Preliminary Service and Assessment Plan attached to this Resolution as "**Exhibit A,**" stating the assessment against each parcel of assessable land in Improvement Area #1 within the District as determined by the method of assessment set forth in said Preliminary Service and Assessment Plan is hereby approved, and the City Council declares that the Proposed Improvement Area #1 Assessment Roll is hereby filed with the City Secretary. The City Council hereby directs the City Secretary to make the Proposed Improvement Area #1 Assessment Roll available for public inspection and publish and mail notice (in substantially the form attached hereto as "**Exhibit**

B") of the City Council's intention to consider the proposed assessments at a public hearing, all in accordance with the requirements of the PID Act.

Section 3. The City Council hereby authorizes and directs the City Secretary to take the actions described in Section 2 of this Resolution and authorizes and directs staff to prepare the required resolutions, ordinances, agreements, service and assessment plan, assessment roll and other documents necessary for the City Council to effectuate the Creation Resolution and this Resolution.

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

Section 5. The Mayor is hereby authorized to sign this Resolution and the City Secretary is authorized to attest this Resolution. This Resolution shall take effect immediately from and after its passage in accordance with the provisions of the City Charter of the City of Georgetown.

EXHIBIT LIST:

Exhibit A – Preliminary Service and Assessment Plan (including the Proposed Improvement Area #1 Assessment Roll)

Exhibit B – Notice of Public Hearing to Consider Proposed Assessments to be Levied Against Property in Improvement Area #1 of the Bluffview Public Improvement District

PASSED AND APPROVED on this 14th day of April, 2026.

THE 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

(Preliminary Service and Assessment Plan – including the Proposed Improvement Area #1 Assessment Roll)

Bluffview Public Improvement District

PRELIMINARY SERVICE AND ASSESSMENT PLAN

APRIL 14, 2026

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INTRODUCTION

Capitalized terms used in this Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section" or an "Exhibit" shall be a reference to a Section of this Service and Assessment Plan or an Exhibit attached to and made a part of this Service and Assessment Plan for all purposes.

On March 22, 2022, the City passed and approved Resolution No. 032222-AA, authorizing the creation of the District in accordance with the PID Act, immediately and Creation Resolution was recorded with the County Clerk of Williamson County, Texas, as required by the PID Act. The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of property within the District. The District contains approximately 68.080 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A-1** and as depicted by the map on **Exhibit B-1**. On May 9, 2023, the City Council passed and approved the Development and Authorized Improvements Agreement, the PID Financing and Reimbursement Agreement, and the PUD Ordinance, governing the development of the land in in the District and financing of the project. On November 18, 2025, a Final Plat for the District was filed in the Official Public Records of Williamson County, Texas as Document No. 2025091318.

The PID Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Improvement Area #1 Assessment Roll is contained in **Exhibit F**.

SECTION I: DEFINITIONS

"Actual Costs" mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Developer of the District: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities, including a 4% construction management fee. Actual Costs shall not include general contractor's fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

"Additional Interest" means the amount collected by application of the Additional Interest Rate if PID Bonds are issued.

"Additional Interest Rate" means the 0.50% additional interest rate charged on an Assessment as authorized by Section 372.018 of the PID Act.

"Administrator" means the City or the person or independent firm designated by the City who shall have the responsibility provided in this Service and Assessment Plan, the Indenture, or any other agreement or document approved by the City Council related to the duties and responsibility of the administration of the District.

"Annual Collection Costs" means the actual or budgeted costs and expenses relating to collecting the Annual Installments, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) paying, and redeeming PID Bonds, if issued; (6) investing or depositing Assessments and Annual Installments; (7) complying with this Service and Assessment Plan and the PID Act with respect to the administration of the District, including continuing disclosure requirements; and (8) the paying agent/registrar and

Trustee in connection with PID Bonds, if issued, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"Annual Installment" means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that may include: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, as applicable.

"Annual Service Plan Update" means an update to this Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council, in accordance with the PID Act.

"Assessed Property" means any Parcel within the District that benefits from the Authorized Improvements and on which an Assessment is levied as shown on the Assessment Roll and which includes any and all Parcels within the District other than Non-Benefited Property.

"Assessment" means an assessment levied against a Parcel and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Assessment Ordinance" means an ordinance adopted by the City Council in accordance with the PID Act that approves the Service and Assessment Plan and levies the Assessment on all or a portion of the Assessed Property within the District, as shown on any Assessment Roll.

"Assessment Plan" means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, as more specifically described in **Section V.**

"Assessment Roll" means any Assessment Roll approved by an Assessment Ordinance that levies Assessments on property within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein, and in the PID Act including the Improvement Area #1 Assessment Roll.

"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act.

"Bluffview Final Plat" means the final plat that was recorded as Document No. 2025091318 on November 18, 2025 in the Official Public Records of Williamson County, Texas, and attached as **Exhibit L.**

"Bond Issuance Costs" mean the costs associated with issuing PID Bonds, if issued, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds, if bonds are issued.

"City" means the City of Georgetown, Texas.

"City Council" means the governing body of the City.

"County" means Williamson County, Texas.

"Creation Resolution" means Resolution No. 032222-AA, approved by the City Council on March 22, 2022, which authorized the creation of the District.

"Delinquent Collection Costs" mean, for an Assessed Property, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this SAP, including costs and expenses to foreclose liens.

"Developer" means Lamy 2243 Ltd., a Texas limited partnership.

"Development and Authorized Improvements Agreement" means that certain "Development and Authorized Improvements Agreement between the City of Georgetown and the Developer and A.C. Weir Properties, Ltd (Bluffview Subdivision)" dated to be effective on May 9, 2023 and recorded in the Official Public Records of Williamson County, Texas as Document No. 2023038101.

"District" means the approximately 68.080 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A-1** and as depicted by the map on **Exhibit B-1**.

"District Formation Expenses" means costs incurred creating the District, including attorney fees, consultant fees, and other fees and expenses related to the formation of the District and the levy of Assessments.

"Estimated Buildout Value" means the estimated buildout value of an Assessed Property at the time Assessments are levied, and shall be confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

"First Year Annual Collection Costs" means the estimated Annual Collection Costs for the first year following the levy of Assessments.

"Future Improvement Area" means approximately 39.131 acres located within the District and developed as an individual phase after Improvement Area #1, with such area(s) to be described and designated in future Annual Service Plan Updates. The Future Improvement Area includes all property within the District except Improvement Area #1.

"Future Improvement Area Bonds" mean bonds issued to fund Future Improvement Area Improvements and the Future Improvement Area's allocable share of the Major Improvements (or a portion thereof) that are secured by Assessments levied on Assessed Property within the Future Improvement Area.

"Future Improvement Area Improvements" mean those Authorized Improvements which will confer a special benefit solely on the related Future Improvement Area.

"Improvement Area #1" means approximately 28.949 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-2**.

"Improvement Area #1 Annual Installment" means the annual installment payment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council that may include: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

"Improvement Area #1 Assessed Property" means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

"Improvement Area #1 Assessment" means $4,565,000.00 in Assessments levied against the Improvement Area #1 Assessed Property and imposed pursuant to an Assessment Ordinance, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Improvement Area #1 Assessment Roll" means the assessment roll for the Improvement Area #1 Assessed Property within the District and included in this Service and Assessment Plan as **Exhibit F,** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

"Improvement Area #1 Authorized Improvements" means, collectively, the Improvement Area #1 Projects, the First Year Annual Collection Costs allocable to Improvement Area #1, and the Bond Issuance Costs related to the Improvement Area #1 Bonds.

"Improvement Area #1 Bonds" means those certain "City of Georgetown, Texas, Special Assessment Revenue Bonds, Series 2026 (Bluffview Public Improvement District Improvement Area #1 Project)", that are payable as provided in the Indenture relating to such bonds.

"Improvement Area #1 Improvements" mean Authorized Improvements which only benefit Improvement Area #1 Assessed Property as described in **Section III** and as shown on **Exhibit I**.

"Improvement Area #1 Projects" mean the Improvement Area #1 Improvements and Improvement Area #1's allocable share of the Major Improvements.

"Indenture" means an Indenture of Trust entered into in connection with the issuance of PID Bonds, as amended or supplemented from time to time, between the City and the Trustee setting forth terms and conditions related to the PID Bonds, if issued.

"Landowner Certificate" means any Landowner certificate executed by the Landowners consenting to the levy of the Assessments, dated ____, 2026, as may be further amended.

"**Landowners**" means KL LB Buy 4, LLC, a Delaware limited liability company, and any additional property owners within Improvement Area #1 at the time the Assessment Ordinance levying the Improvement Area #1 Assessments is adopted by the City Council.

"Lot" means (1) for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a "lot" in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a "lot" in a final recorded subdivision plat as shown on a concept plan or preliminary plat.

"Lot Type" means a classification of final building Lots with similar characteristics (e.g. lot size, home product, buildout value, etc.), as determined by the Administrator and confirmed and approved by the City Council. In the case of single-family residential Lots, the Lot Type is further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as calculated by the Administrator and confirmed and approved by the City Council.

"Lot Type 1" means a Lot designated as a 50' residential lot within Improvement Area #1 by the Developer, as shown on the map attached as **Exhibit J**.

"Lot Type 2" means a Lot designated as a 60' residential lot within Improvement Area #1 by the Developer, as shown on the map attached as **Exhibit J**.

"Lot Type 3" means a Lot designated as a 60' "Bluffs" residential lot within Improvement Area #1 by the Developer, as shown on the map attached as **Exhibit J**.

"Major Improvements" mean improvements authorized by Section 372.003 of the PID Act that confer a special benefit to the Assessed Property within the District and the Future Improvement Area and are eligible to be repaid with Assessments. These improvements are specifically described in **Section III.A** and are shown on **Exhibit I**.

"Maximum Assessment" means the amount shown for each Lot Type on **Exhibit H.** The Maximum Assessment shall be reduced annually by the principal portion of the Annual Installment.

"Non-Benefited Property" means Parcels within the boundaries of the District that accrue no special benefit from Authorized Improvements as determined by the City Council.

"Parcel(s)" means a property within the boundaries of the District, identified by either a tax map identification number assigned by the Williamson Central Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means as determined by the City Council.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"PID Financing and Reimbursement Agreement" means that certain "PID Financing and Reimbursement Agreement Bluffview Public Improvement District between the City of Georgetown, Texas and the Developer, dated to be effective on May 9, 2023 and recorded in the Official Public Records of Williamson County, Texas as Document No. 20230831012.

"PID Bonds" mean any bonds issued in accordance with the PID Act, if applicable, that are secured by Assessments.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of Assessment are not to be considered a Prepayment, but rather are to be treated as a payment of the regularly scheduled Assessment.

"Prepayment Costs" mean interest, including Additional Interest (if applicable), and Annual Collection Costs incurred up to the date of Prepayment.

"PUD Ordinance" means City of Georgetown Ordinance 2023-29 (May 9, 2023) governing development of the land in the District.

"Service and Assessment Plan" or **"SAP"** means this Service and Assessment Plan as it may be modified, amended, supplemented, and updated from time to time.

“Service Plan” covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in **Section IV**.

"Taken Property" shall have the meaning assigned to such term in **Section VI.F**.

"Taking" shall have the meaning assigned to such term in **Section VI.F**.

“Trustee” means the trustee (or successor trustee) under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 68.080 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A-1** and as depicted by the map on **Exhibit B-1**. Development of the District is anticipated to include 105 single-family homes and 181 multifamily developments as well as associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, transportation-related drainage, and utilities to property within the District. Development of the land within the District is governed by the Development and Authorized Improvements Agreement and the PUD Ordinance.

Improvement Area #1 includes approximately 28.949 acres as more particularly described on **Exhibit A-2** and depicted on **Exhibit B-2.** Development of Improvement Area #1 is anticipated to contain 105 single-family homes.

It is anticipated there will be an additional Future Improvement Area within the District developed as a multi-family area having 181 multifamily developments (referred to as "Improvement Area #2" in the Financing and Reimbursement Agreement). As the Future Improvement Area is developed and in connection with the issuance of any Future Improvement Area Bonds, or the levy of Assessments in the Future Improvement Area, this Service and Assessment Plan will be amended to update the Exhibits.

SECTION III: AUTHORIZED IMPROVEMENTS

The City, based on information provided by the Developer and its engineer and review by the City staff and by third-party consultants retained by the City, determined that the Authorized Improvements confer a special benefit on the Assessed Property and the Future Improvement Area. The Authorized Improvements will be designed and constructed in accordance with City standards and will be owned and operated by the City once accepted with the exception of certain improvements specifically stated below that will be maintained by the HOA. The budget for the Authorized Improvements, as well as the allocation of the Actual Costs of the Authorized Improvements, is shown on **Exhibit C-1**.

A. Major Improvements

- *Street and Parkland*

  The street improvements include temporary erosion controls, clearing and grubbing, excavation/embankment, subgrade preparation, flexible base, Hot Mix Asphalt Concrete, curb and gutter, traffic control, concrete sidewalk/path/trail, trail low water crossing, sidewalk ramps, trail parking, Bluffview parking, street marking and signs, saw cut and tie

to existing pavement, tree protection, and permanent restoration. Pursuant to the Development and Authorized Improvements Agreement, the street improvements also include parkland entry road, trailhead parking lot, Bluffview Trail, and Bluffview Drive (now known as Bluff Edge Lane) and the following items that shall be maintained by the HOA: shared use path (10" sidewalk), Bluffview Drive (now known as Bluff Edge Lane) sidewalk, 5' sidewalk around perimeter of Bluffview Natural Area, parallel parking spaces and related signage for Bluffview Natural Area, and pedestrian linkages (5' sidewalk).

- *Water*

  Water improvements include tie to existing 16" water line, trench safety, pressure reducing valve with box, water lines, gate valves, fire hydrants, valve casting adjustments, cast iron fittings, services, irrigation sleeves, air release valves, and automatic flush valve. The water improvements will be owned and maintained by the City.

- *Wastewater*

  Wastewater improvements include an 18" wastewater line (shown as Wastewater Trunk Line in cost estimates) that will not only serve this project but future development to the west of Southwest Bypass. Other wastewater improvements include, 8" and 10" wastewater lines, trench safety, manholes, extra depth, raise manhole castings, bore with encasement, connect to existing line, and services. The wastewater improvements will be owned and maintained by the City.

- *Drainage*

  Drainage facilities include storm sewer, trench safety, fall protection fence maintained by the HOA, manholes, junction boxes, curb inlets, grate inlets, berms, berm/swale, channel, and headwall associated with or serving public streets and roadways only. Pursuant to the Development and Authorized Improvements Agreement, the drainage improvements do not include water quality/detention ponds.

- *Landscaping*

  Includes rock wall, rock columns, entry monument and landscaping (trees/scrubs/sod/plantings), irrigation, electrical for irrigation, park benches, and landscape/monument lighting. Pursuant to the Development and Authorized Improvements Agreement, the landscaping improvements also include park benches in the Bluffview Natural Area, irrigated landscaping alongside Bluffview Drive (now known as Bluff Edge Lane) and the shared use path, SF Bluffview Drive (now known as Bluff Edge Lane) screen wall, MF Bluffview Drive (now known as Bluff Edge Lane) screen wall, park benches along the shared use path, Bluffview entry monument – all of which shall be maintained by the HOA, excluding the trailhead entry signage.

- *Soft Costs*

  District Formation Expenses and an estimated 14% for soft costs including contingency, engineering, and project management.

B. Improvement Area #1 Improvements

- *Street*

  Improvements include temporary erosion controls inclusive of stabilized construction entrance, silt fence rock berm and curb inlet protection, as well as, clearing and grubbing, excavation/embankment, subgrade preparation, flexible base, Hot Mix Asphalt Concrete, curb and gutter, traffic control, streetlights, concrete sidewalk/path/trail, sidewalk ramps, street marking and signs, saw cut and tie to existing pavement, and tree protection.

- *Water*

  Water improvements include tie to existing water line, trench safety, water lines, gate valves, fire hydrants, valve casting adjustments, cast iron fittings, services, and automatic flush valve.

- *Wastewater*

  Wastewater improvements include wastewater lines, trench safety, manholes, extra depth, raise manhole castings, bore with encasement, connection to existing line and services.

- *Drainage*

  Drainage Facilities include storm sewer, trench safety, manholes, junction boxes, curb inlets, grate inlets, berms, berm/swale, channel, and headwall associated with or serving public streets and roadways only. The water quality/detention ponds and other (non-transportation improvements related) and retention/drainage facilities are excluded from the definition of Drainage Facilities and are not Authorized Improvements, per the terms of the Development and Authorized Improvements Agreement.

- *Soft Costs*

  Included in the summary are an estimated 14% for soft costs including contingency, engineering, and project management.

D. Bond Issuance Costs

- *Debt Service Reserve Requirement*

Equals the amount required to fund a reserve under the Indenture in connection with the issuance of PID Bonds, if issued. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- *Capitalized Interest*
  Equals the amount of capitalized interest available for payment of interest on PID Bonds, if issued, as reflected in the Indenture. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- *Underwriter's Discount*
  Equals a percentage of the par amount of a particular series of PID Bonds, if issued, and includes a fee for underwriter's counsel. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- *Cost of Issuance*
  Costs associated with issuing PID Bonds, if issued, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

E. First Year Annual Collection Costs

Estimated cost of the first year Annual Collection Costs.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the projected costs and annual indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan shall be updated in each Annual Service Plan Update. **Exhibit D** summarizes the Service Plan for the District. Assessments may be collected in an amount sufficient to pay principal, interest, and Additional Interest on the PID Bonds, costs of issuance of the PID Bonds, and to fund the debt service reserve requirement, as described in the applicable Indenture.

Exhibit E summarizes the sources and uses of funds required to construct certain Authorized Improvements. If PID Bonds are issued, **Exhibit E** will be updated to show the amount required to fund the required reserves and issue the PID Bonds at the time the PID Bonds are issued. The sources and uses of funds shown on **Exhibit E** shall be updated in each Annual Service Plan Update.

SECTION V: ASSESSMENT PLAN

The PID Act requires the City to apportion the Actual Costs of the Authorized Improvements to benefitted land, including the Assessed Property and the Future Improvement Area, based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this Service and Assessment Plan describes the special benefit received by each Assessed Property within the District and the Future Improvement Area as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied on the Assessed Property for such Authorized Improvements.

The determination by the City of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the costs of the Authorized Improvements shall be allocated as follows:

- Major Improvements shall be allocated pro rata between the Improvement Area #1 Assessed Property and the Future Improvement Area based on Estimated Buildout Value, as shown on **Exhibit C-2**.
- The Improvement Area #1 Improvements are allocated entirely to the Improvement Area #1 Assessed Property.
- Bond Issuance Costs and First Year Annual Collection Costs shall be allocated entirely to the Assessed Property securing the applicable series of PID Bonds.

When, and if, the Future Improvement Area is developed and the issuance of Future Improvement Area Bonds are contemplated, this Service and Assessment Plan will be amended to determine the assessment methodology necessary to apply equal shares of Actual Costs of

Future Improvement Area Improvements on Assessed Property similarly benefited within that Future Improvement Area.

B. Assessments

Improvement Area #1 Assessments will be levied on the Improvement Area #1 Assessed Property as shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit G**, subject to revisions made during any Annual Service Plan Update**.**

The Maximum Assessment for each Lot Type is shown on **Exhibit H**. In no case will the Assessment for any Lot Type exceed the Maximum Assessment.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

- The cost of Improvement Area #1 Authorized Improvements equals $8,636,843 as shown on **Exhibit E**; and
- The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Authorized Improvements equal to or greater than the Actual Costs of the Improvement Area #1 Authorized Improvements; and
- Improvement Area #1 Assessed Property will be allocated 100% of the Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property for Improvement Area #1 Authorized Improvements, which equal $4,565,000, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F;** and
- The special benefit (≥ $8,636,843) received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Authorized Improvements is greater than the amount of the Improvement Area #1 Assessments ($4,565,000) levied on the Improvement Area #1 Assessed Property for the Improvement Area #1 Authorized Improvements; and
- At the time the City Council approved the Assessment Ordinance, the Landowner owned 100% of Improvement Area #1. In a Landowner Certificate, the Landowner acknowledged that the Improvement Area #1 Authorized Improvements confer a special benefit on Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for the Actual Costs associated therewith. The Landowner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) this Service and

Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for annually by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments securing each respective series of PID Bonds may exceed the interest rate on each respective series of PID Bonds by the Additional Interest Rate. To the extent required by any Indenture, Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$A = B \times (C \div D)$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property
B = the Assessment for the Assessed Property prior to division
C = the Estimated Buildout Value of the newly divided Assessed Property
D = the sum of the Estimated Buildout Value for all the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$A = [B \times (C \div D)]/E$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot
B = the Assessment for the Parcel prior to subdivision
C = the sum of the Estimated Buildout Value of all newly subdivided Lots with the same Lot Type
D = the sum of the Estimated Buildout Value for all the newly subdivided Lots excluding Non-Benefited Property
E= the number of Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

The Assessment for any resulting Lot will not exceed the Maximum Assessment, shown on **Exhibit H** for the applicable Lot Type, and compliance may require a mandatory prepayment of Assessments pursuant to **Section VI.B**.

B. True-up of Assessments if Maximum Assessment Exceeded

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment, then (i) the Assessment applicable to each Lot Type exceeding the Maximum Assessment shall be reduced to the Maximum Assessment, and (ii) the person or entity filing the plat shall pay to the City the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, prior to the City approving the final plat. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay the amounts referenced in (ii) in the immediately preceding sentence.

C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessments, the owner transferring the Assessed Property shall pay to the City or the Administrator on behalf of the City the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, for such Assessed Property, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the change in status.

D. Reduction of Assessments

If as a result of cost savings or Authorized Improvements not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, (i) in the event PID Bonds are not issued, the City Council shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs, or (ii) in the event PID Bonds are issued, the Trustee shall apply amounts on deposit in the applicable account of the project fund, relating to the PID Bonds, that are not expected to be used for purposes of the project fund to redeem outstanding PID Bonds, in accordance with the applicable Indenture. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of any Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. If PID Bonds are issued, interest costs from the date of prepayment

to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is pre-paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination," a form of which is attached as **Exhibit K**.

If an Assessment is pre-paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the Prepayment made.

F. Prepayment as a result of Eminent Domain Proceeding or Taking

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "**Taking**"), the portion of the Assessed Property that was taken or transferred (the "**Taken Property**") shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property,) (the "**Remaining Property**"), following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the

Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remainder Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a $100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres of Remaining Property shall be subject to the $100 Assessment, (provided that this $100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the $100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by $10, then the owner shall be required to pay $10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be $90.

Notwithstanding the previous paragraphs in this subsection (F), if the owner of the Taken Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. Said owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection (F), the Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds, if issued.

G. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. In no case will the Assessment for any Lot Type exceed the Maximum Assessment. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated pro rata among Assessed

Properties for which the Assessments remain unpaid in proportion to the amount of the Annual Installments for the Assessed Property. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act. For billing purposes only, until a plat has been recorded within the District, the Annual Installment will be billed to each property ID within the District based on the Williamson Central Appraisal District acreage.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds, if issued, in accordance with the PID Act, if such bonds are issued. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. Failure of an owner of Assessed Property to receive an invoice for an Annual Installment on the property tax bill or otherwise shall not relieve the owner of Assessed Property of the obligation to pay the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Assessment Roll and Annual Installments for each Parcel within the Assessed Property as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of an Assessed Property claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the sole and exclusive remedy of the owner of

Assessed Property shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and within 30 days after adjourning such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the applicable Assessment Ordinance, or the applicable Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after providing an opportunity for all interested parties to be heard at a public meeting of the City Council. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D. Severability

If any provision of this Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

E. Form of Buyer Disclosure

Per Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Exhibit M**. Within seven days of approval by the City Council, the City (1) shall post a copy of this Service and Assessment Plan, or any future Annual Service Plan Updates, on the City's internet website, and (2) shall file and record in the real property records of the County the executed ordinance of this Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

EXHIBITS AND APPENDICES

The following Exhibits are attached to and made a part of this Service and Assessment Plan for all purposes:

Exhibit A-1	District Legal Description
Exhibit A-2	Improvement Area #1 Legal Description
Exhibit B-1	District Boundary Map
Exhibit B-2	Improvement Area #1 Boundary Map
Exhibit C-1	Authorized Improvements
Exhibit C-2	Apportionment of Major Improvements
Exhibit D	Service Plan – Five Year Plan
Exhibit E	Service Plan – Sources and Uses
Exhibit F	Improvement Area #1 Assessment Roll
Exhibit G	Improvement Area #1 Annual Installments
Exhibit H	Maximum Assessment per Lot Type
Exhibit I	Map of Authorized Improvements
Exhibit J	Lot Type Classification Map
Exhibit K	Notice of PID Assessment Termination
Exhibit L	Bluffview Final Plat
Exhibit M	Buyer Disclosures

The following Appendices are attached to and made a part of this Service and Assessment Plan for all purposes:

Appendix A	Engineer's Report

EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

FIELD NOTES
68.080-ACRE TRACT

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THOSE TRACTS OF LAND AS CONVEYED TO A.C. WEIR PROPERTIES, LTD. BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2005090431 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for POINT OF REFERENCE at a ½" iron rod found on the northwest right-of-way line of F.M. Highway 2243 at the southwest corner of the Resubdivision of Riverview Estates, a subdivision as recorded in Cabinet K, Slides 51-53 of the Plat Records of Williamson County, Texas, said iron rod found also being on the east line of the above described A.C. Weir Properties, Ltd. Tract; Thence, with the northwest right-of-way line of F.M. Highway 2243, S18°06'15"E a distance of 20.48 feet to a ½" iron rod set with cap stamped TERRA FIRMA at the southeast corner of said A.C. Weir Properties, Ltd. Tract, and S59°34'32"W a distance of 314.07 feet to a ½" iron rod set with cap stamped TERRA FIRMA for the most southerly southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, continuing with the northwest right-of-way line of F.M. Highway 2243, S59°34'32"W a distance of 115.32 feet to a ½" iron rod set with cap stamped TERRA FIRMA for the most southerly corner of this tract;

THENCE, along a curve to the left an arc distance of 37.42 feet, having a radius of 25.00 feet, and a chord which bears N16°42'02"E a distance of 34.02 feet to a ½" iron rod set with cap stamped TERRA FIRMA at a point of tangency;

THENCE N26°10'27"W a distance of 283.55 feet to a ½" iron rod set with cap stamped TERRA FIRMA for an inside corner of this tract;

THENCE S63°49'33"W a distance of 170.81 feet to a ½" iron rod set with cap stamped TERRA FIRMA at an angle point;

THENCE S59°19'55"W a distance of 261.37 feet to a ½" iron rod set with cap stamped TERRA FIRMA on the proposed east right-of-way line of the proposed State Highway No. 29 Bypass, from which a ½" iron rod found with cap stamped "Diamond" bears S30°40'05"E a distance of 257.86 feet;

THENCE, with the proposed east right-of-way line of said proposed State Highway No. 29 Bypass, the following four (4) courses:

1) N30°40'05"W a distance of 406.16 feet to a ½" iron rod found with cap stamped "Diamond" at an angle point;

2) N30°54'41"W a distance of 684.43 feet to a ½" iron rod found with cap stamped "Diamond" at an angle point;

3) N40°22'42"W a distance of 629.23 feet to a ½" iron rod found with cap stamped "Diamond" at a point of curvature of a curve to the right; and

4) Along said curve to the right an arc distance of 368.91 feet, having a radius of 6870.00 feet, and a chord which bears N24°52'26"W a distance of 368.87 feet to a ½" iron rod set with cap stamped TERRA FIRMA for the most westerly corner of this tract;

THENCE N26°29'39"E a distance of 1,134.86 feet to a ½" iron rod set with cap stamped TERRA FIRMA at an angle point;

THENCE N01°27'46"E pass a ½" iron rod set for reference with cap stamped TERRA FIRMA at 826.03 feet, and continuing on for a total distance of 911.03 feet to a point at the approximate centerline of the South San Gabriel River for the northwest corner of this tract;

THENCE, with the approximate centerline of the South San Gabriel River, N75°35'38"E a distance of 127.94 feet to a point for the northeast corner of this tract;

THENCE, with the west line of said Resubdivision of Riverview Estates, the following twenty-four (24) courses:

1) S18°48'46"E, pass a ½" iron rod found at a distance of 65.65 feet, and continuing on for a total distance of 90.35 feet to a ½" iron rod found at an angle point;

2) S20°34'37"E, pass a ½" iron rod found at a distance of 71.61 feet, and continuing on for a total distance of 483.07 feet to a ½" iron rod found at an angle point;

3) S19°33'44"E a distance of 325.99 feet to a ½" iron rod set with cap stamped TERRA FIRMA at an angle point;

4) S14°40'14"E a distance of 77.23 feet to a ½" iron rod found at the most westerly southwest corner of Lot 8, Block 'E' of said Resubdivision of Riverview Estates for an interior corner of this tract;

5) N72°02'33"E a distance of 28.27 feet to a ½" iron rod set with cap stamped TERRA FIRMA at an interior corner of said Lot 8, Block 'E' for an exterior corner of this tract;

6) S30°30'57"E a distance of 46.31 feet to a ½" iron rod set with cap stamped TERRA FIRMA at an angle point;

7) S20°59'57"E a distance of 70.29 feet to a 60D nail found on the north right-of-way line of River Down Road;

8) S18°15'27"E a distance of 49.97 feet to a ½" iron rod set on the south right-of-way line of River Down Road;

9) S20°23'07"E a distance of 161.74 feet to a ½" iron rod found at an angle point;

10) S19°48'07"E a distance of 150.06 feet to a ½" iron rod found at an angle point;

11) S20°04'17"E a distance of 127.72 feet to a ½" iron rod found at an angle point;

12) S19°01'36"E a distance of 44.65 feet to a ½" iron rod found at an angle point;

13) S19°20'25"E a distance of 149.00 feet to a ½" iron rod found at an angle point;

14) S20°11'22"E a distance of 150.99 feet to a ½" iron rod set with cap stamped TERRA FIRMA at an angle point;

15) S20°23'22"E a distance of 151.07 feet to a ½" iron rod found at an angle point;

16) S21°59'08"E a distance of 123.93 feet to a ½" iron rod found at an angle point;

17) S21°54'24"E a distance of 133.88 feet to a ½" iron rod found on the north right-of-way line of Bent Tree Drive;

18) S22°07'34"E a distance of 50.02 feet to a ½" iron rod found on the south right-of-way line of Bent Tree Drive;

19) S21°48'52"E a distance of 180.94 feet to a ½" iron rod found at an angle point;

20) S21°31'44"E a distance of 229.94 feet to a ½" iron rod found at an angle point;

21) S21°00'07"E a distance of 78.31 feet to a ½" iron rod found at an angle point;

22) S18°30'47"E a distance of 8.80 feet to a ½" iron rod found at an angle point;

23) S19°52'38"E a distance of 85.88 feet to a ½" iron rod found at an angle point; and

24) S18°52'05"E a distance of 100.07 feet to a ½" iron rod set with cap stamped TERRA FIRMA for an outside corner of this tract, from which a ½" iron rod found bears S18°52'05"E a distance of 60.04 feet;

THENCE S59°05'00"W a distance of 377.75 feet to a ½" iron rod set with cap stamped TERRA FIRMA for an inside corner of this tract;

THENCE S15°45'55"E a distance of 327.28 feet to a ½" iron rod set with cap stamped TERRA FIRMA at a point of curvature of a curve to the left;

THENCE along said curve to the left an arc distance of 48.60 feet, having a radius of 267.50 feet, and a chord which bears S20°58'11"E a distance of 48.53 feet to a ½" iron rod set with cap stamped TERRA FIRMA at a point of tangency;

THENCE S26°10'27"E a distance of 330.75 feet to a ½" iron rod set with cap stamped TERRA FIRMA at a point of curvature of a curve to the left;

THENCE along said curve to the left an arc distance of 41.12 feet, having a radius of 25.00 feet, and a chord which bears S73°17'58"E a distance of 36.64 feet to the POINT OF BEGINNING, and containing 68.080 acres of land, more or less.

I HEREBY CERTIFY that these notes were prepared by Terra Firma Land Surveying from a survey made on the ground on January 24, 2013 under my supervision and are true and correct to the best of my knowledge. Reference Terra Firma Survey, Project No. A497-001-01.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

3/6/2013
Date

Jonathan O. Nobles
Registered Professional Land Surveyor No. 5777

Client:	Capital City Partners
Date:	March 6, 2013
WO No.:	0A497-001-01/001
FB:	592/42, 639/19
File:	J:\Projects\A497...\001-01...\Survey\Legal\A497-001-01 68.080AC FN.doc

EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

30.197 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 30.197 ACRES (APPROXIMATELY 1,315,395 SQ. FT.) IN THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 68.080 ACRE TRACT CONVEYED TO LAMY 2243, LTD IN A SPECIAL WARRANTY DEED EFFECTIVE MARCH 29, 2013 AND RECORDED IN DOCUMENT NO. 2013028282, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF A 1.248 ACRE TRACT CONVEYED TO LAMY 2243, LTD., IN A SPECIAL WARRANTY DEED EXECUTED MAY 18, 2023 AND RECORDED IN DOCUMENT NO. 2023048610 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 30.197 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the northwest terminus of River Down Road (50' right-of-way width) as shown on Resubdivision of Riverview Estates, a subdivision of record in Cabinet K, Slide 51 of the Plat Records of Williamson County, Texas, being in the northeast line of the said 68.080 acre tract, being also the southwest corner of Lot 8, Block E of said Resubdivision of Riverview Estates;

THENCE South 18°15'27" East, with the southwest termination of River Down Road and the northeast line of the said 68.080 acre tract, a distance of 49.97 feet to a calculated point for the southwest terminus of River Down Road, being the northwest corner of Lot 22, Block F of said Resubdivision of Riverview Estates;

THENCE with the northeast line of the said 68.080 acre tract and the southwest line of said Lot 22, the following courses and distances:

1. South 20°23'07" East, a distance of 161.74 feet to a calculated point;
2. South 19°48'07" East, a distance of 150.06 feet to a calculated point;
3. South 20°04'17" East, a distance of 127.72 feet to a calculated point;
4. South 19°01'36" East, a distance of 44.65 feet to a calculated point;
5. South 19°20'25" East, a distance of 149.00 feet to a calculated point;
6. South 20°11'22" East, a distance of 150.99 feet to a calculated point;
7. South 20°23'22" East, a distance of 151.07 feet to a calculated point;
8. South 21°59'08" East, a distance of 123.93 feet to a calculated point;

9. South 21°54'24" East, a distance of 133.88 feet to a calculated point for the northwest terminus of Bent Tree Drive (50' right-of-way width) as shown on said Resubdivision of Riverview Estates, being the southwest corner of said Lot 22;

THENCE South 22°07'34" East, with the southwest termination of Bent Tree Drive and the northeast line of the said 68.080 acre tract, a distance of 50.02 feet to a calculated point for the southwest terminus of Bent Tree Drive, being the northwest corner of Lot 1, Block G of said Resubdivision of Riverview Estates;

THENCE with the northeast line of the said 68.080 acre tract and the southwest line of said Lot 1, the following courses and distances:

1. South 21°48'52" East, a distance of 180.94 feet to a calculated point;
2. South 21°31'44" East, a distance of 229.94 feet to a calculated point;
3. South 21°00'07" East, a distance of 78.31 feet to a calculated point;
4. South 18°30'47" East, a distance of 8.80 feet to a calculated point;
5. South 19°52'38" East, a distance of 85.88 feet to a calculated point;
6. South 18°52'05" East, a distance of 100.07 feet to a calculated point;

THENCE South 59°05'00" West, with a southeast line of the said 68.080 acre tract and crossing a 1048.20 acre tract described in Document No. 2005090431 of the Official Public Records of Williamson County, Texas, and being further described in Volume 522, Page 451 of the Deed Records of Williamson County, Texas, a distance of 359.31 feet to a calculated point for the northeast corner of the said 1.248 acre tract;

THENCE with the northeast line of the said 1.248 acre tract and crossing the said 1048.20 acre tract, the following courses and distances:

1. South 24°40'44" East, a distance of 29.42 feet to a calculated point;
2. With a curve to the left, having a radius of 288.00 feet, a delta angle of 05°48'05", an arc length of 29.16 feet, and a chord which bears South 27°34'47" East, a distance of 29.15 feet to a calculated point;
3. South 30°28'49" East, a distance of 637.73 feet to a calculated point;
4. With a curve to the left, having a radius of 25.00 feet, a delta angle of 89°58'44", an arc length of 39.26 feet, and a chord which bears South 75°28'11" East, a distance of 35.35 feet to a calculated point in the northwest right-of-way line of F.M. 2243 (80' right-of-way width), being the easternmost corner of the said 1.248 acre tract, from which a 1/2" rebar found for an angle point in the northwest right-of-way line of F.M. 2243, bears North 59°32'27" East, a distance of 183.79 feet;

THENCE South 59°32'27" West, with the northwest right-of-way line of F.M. 2243 and the southeast line of the said 1.248 acre tract, a distance of 130.07 feet to a mag nail with "Early Boundary" washer set for the southeast corner of the said 68.080 acre tract;

THENCE South 59°32'27" West, with the northwest right-of-way line of F.M. 2243 and the south line of the said 68.080 acre tract, a distance of 9.93 feet to a calculated point for a point of curvature in the southeast line of a 0.774 acre tract described in Document No. 2023048609 of the Official Public Records of Williamson County, Texas;

THENCE crossing the said 68.080 acre tract and with the southeast line of the said 0.774 acre tract, with a curve to the left, having a radius of 25.00 feet, a delta angle of 11°25'22", an arc length of 4.98 feet, and a chord which bears North 53°49'46" East, a distance of 4.98 feet, to a calculated point for the easternmost corner of the said 0.774 acre tract, being the southernmost corner of the said 1.248 acre tract;

THENCE with the southwest line of the said 1.248 acre tract and crossing the said 1048.20 acre tract, the following courses and distances:

1. With a curve to the left, having a radius of 25.00 feet, a delta angle of 78°35'54", an arc length of 34.30 feet, and a chord which bears North 08°49'08" East, a distance of 31.67 feet to a calculated point;
2. North 30°28'49" West, a distance of 406.56 feet to a calculated point;

THENCE crossing the said 68.080 acre tract, the following courses and distances:

1. North 30°28'49" West, a distance of 128.35 feet to a calculated point;
2. With a curve to the right, having a radius of 313.50 feet, a delta angle of 13°38'56", an arc length of 74.68 feet, and a chord which bears North 23°39'21" West, a distance of 74.50 feet to a calculated point;
3. North 16°49'53" West, a distance of 93.61 feet to a calculated point;
4. With a curve to the left, having a radius of 500.00 feet, a delta angle of 03°10'53", an arc length of 27.76 feet, and a chord which bears North 18°25'20" West, a distance of 27.76 feet to a calculated point;
5. North 20°00'46" West, a distance of 222.48 feet to a calculated point;
6. With a curve to the left, having a radius of 475.00 feet, a delta angle of 08°03'08", an arc length of 66.76 feet, and a chord which bears North 24°02'20" West, a distance of 66.70 feet to a calculated point;
7. North 28°03'54" West, a distance of 101.49 feet to a calculated point;
8. With a curve to the right, having a radius of 525.00 feet, a delta angle of 06°06'12", an arc length of 55.92 feet, and a chord which bears North 25°00'48" West, a distance of 55.90 feet to a calculated point;
9. North 21°57'42" West, a distance of 151.66 feet to a calculated point;

10. With a curve to the left, having a radius of 420.00 feet, a delta angle of 45°14'21", an arc length of 331.62 feet, and a chord which bears North 44°34'53" West, a distance of 323.07 feet to a calculated point;
11. North 67°12'03" West, a distance of 193.08 feet to a calculated point;
12. With a curve to the left, having a radius of 575.00 feet, a delta angle of 21°33'21", an arc length of 216.33 feet, and a chord which bears North 77°58'44" West, a distance of 215.05 feet to a calculated point;
13. North 88°45'24" West, a distance of 101.18 feet to a calculated point;
14. North 01°14'36" East, a distance of 50.00 feet to a calculated point;
15. South 85°58'43" West, a distance of 12.49 feet to a calculated point;
16. South 87°14'20" West, a distance of 48.02 feet to a calculated point;
17. North 88°45'24" West, a distance of 146.84 feet to a calculated point;
18. With a curve to the right, having a radius of 99.50 feet, a delta angle of 24°30'40", an arc length of 42.57 feet, and a chord which bears North 76°30'05" West, a distance of 42.24 feet to a calculated point, from which a 1/2" rebar with "Diamond Surveying" cap found in the northeast right-of-way line of Southwest Bypass (right-of-way width varies) as described in Document Nos. 2015010273 and 2015109482, both of the Official Public Records of Williamson County, Texas, being in the southwest line of the said 68.080 acre tract, bears South 07°46'21" West, a distance of 203.06 feet;
19. North 31°49'39" East, a distance of 1133.23 feet to a calculated point;
20. South 46°43'30" East, a distance of 34.20 feet to a calculated point;
21. North 31°49'39" East, a distance of 26.84 feet to a calculated point;
22. South 42°52'33" East, a distance of 105.39 feet to a calculated point;
23. South 83°22'43" East, a distance of 31.07 feet to a calculated point;
24. South 84°32'21" East, a distance of 28.71 feet to a calculated point;
25. North 36°37'20" East, a distance of 11.78 feet to a calculated point;
26. North 00°44'32" East, a distance of 64.40 feet to a calculated point;
27. North 05°07'54" West, a distance of 45.63 feet to a calculated point;
28. North 29°42'08" East, a distance of 106.40 feet to a calculated point;
29. North 31°44'05" East, a distance of 51.52 feet to a calculated point in the northeast line of the said 68.080 acre tract, being in the southwest line of said Lot 8, from which a 1/2" rebar with "Terra Firma" cap found in the northeast line of the said 68.080 acre tract, being in the southwest line of said Lot 8, bears North 20°59'57" West, a distance of 7.13 feet;

THENCE South 20°59'57" East, with the northeast line of the said 68.080 acre tract and the southwest line of said Lot 8, a distance of 63.16 feet to the **POINT OF BEGINNING**, containing 30.197 acres of land, more or less.

Surveyed on the ground on June 7, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1014-002-PHASE 1 ALTA

8/7/2024

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016



All save and except the following described 1.248 acre Tract of Land as described in the Deed to Lamy 2243, LTD recorded in Document Number 2023048610 of the Official Public Records of Williamson County, Texas:

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

1.248 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 1.248 ACRES (APPROXIMATELY 54,369 SQ. FT.), IN THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 1048.20 ACRE TRACT CONVEYED TO A.C. WEIR PROPERTIES, LTD. IN A SPECIAL WARRANTY DEED EFFECTIVE JULY 20, 2005 AND RECORDED IN DOCUMENT NO. 2005090431 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN VOLUME 522, PAGE 451 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.248 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the northwest right-of-way line of F.M. 2243 (80' right-of-way width), from which a 3/8" rebar found for an angle point in the northwest right-of-way line of F.M. 2243, being the southernmost corner of Lot 1, Block G, Resubdivision of Riverview Estates, a subdivision of record in Cabinet K, Slide 51 of the Plat Records of Williamson County, Texas, bears North 59°32'27" East, a distance of 183.41 feet, then North 17°28'32" West, a distance of 20.53 feet;

THENCE South 59°32'27" West, with the northwest right-of-way line of F.M. 2243, a distance of 130.45 feet to a mag nail with "Early Boundary" washer set for an eastern corner of a 68.080 acre tract described in Document No. 2013028282 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found in the northwest right-of-way line of F.M. 2243, being the southernmost corner of the said 68.080 acre tract, bears South 59°32'27" West, a distance of 115.34 feet;

THENCE crossing the said 1048.20 acre tract and with a northeast line of the said 68.080 acre tract, a curve to the right, having a radius of 25.00 feet, a delta angle of 11°02'23", an arc length of 4.82 feet, and a chord which bears South 64°59'40" West, a distance of 4.81 feet to a calculated point, from which a 1/2" rebar found in the northeast line of the said 68.080 acre tract, bears with a curve to the right, having a radius of 25.00 feet, a delta angle of 82°51'13", an arc length of 36.15 feet, and a chord which bears North 68°03'32" West, a distance of 33.08 feet;

THENCE crossing the said 1048.20 acre tract, the following two (2) courses and distances:

1. With a curve to the left, having a radius of 25.00 feet, a delta angle of 79°02'52", an arc length of 34.49 feet, and a chord which bears North 09°02'37" East, a distance of 31.82 feet to a calculated point;
2. North 30°28'49" West, a distance of 408.02 feet to a calculated point in the northeast line of the said 68.080 acre tract, from which a 1/2" rebar found in the northeast line of the said 68.080 acre tract, bears South 15°45'44" East, a distance of 29.56 feet;

THENCE with the perimeter of the said 68.080 acre tract and crossing the said 1048.02 tract, the following two (2) courses and distances:

1. North 15°45'44" West, a distance of 297.67 feet to a 1/2" rebar with "Terra Firma" cap found;
2. North 59°05'00" East, a distance of 18.86 feet to a calculated point;

THENCE crossing the said 1048.20 acre tract, the following four (4) courses and distances:

1. South 24°40'44" East, a distance of 29.82 feet to a calculated point;
2. With a curve to the left, having a radius of 288.00 feet, a delta angle of 05°48'05", an arc length of 29.16 feet, and a chord which bears South 27°34'47" East, a distance of 29.15 feet to a calculated point;
3. South 30°28'49" East, a distance of 637.34 feet to a calculated point;
4. With a curve to the left, having a radius of 25.00 feet, a delta angle of 89°58'44", an arc length of 39.26 feet, and a chord which bears South 75°28'11" East, a distance of 35.35 feet to the **POINT OF BEGINNING**, containing 1.248 acres of land, more or less.

Surveyed on the ground on April 28, 2022.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1014-002-WEIR 2 LAMY

7/20/22

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016



EXHIBIT B-1 – DISTRICT BOUNDARY MAP

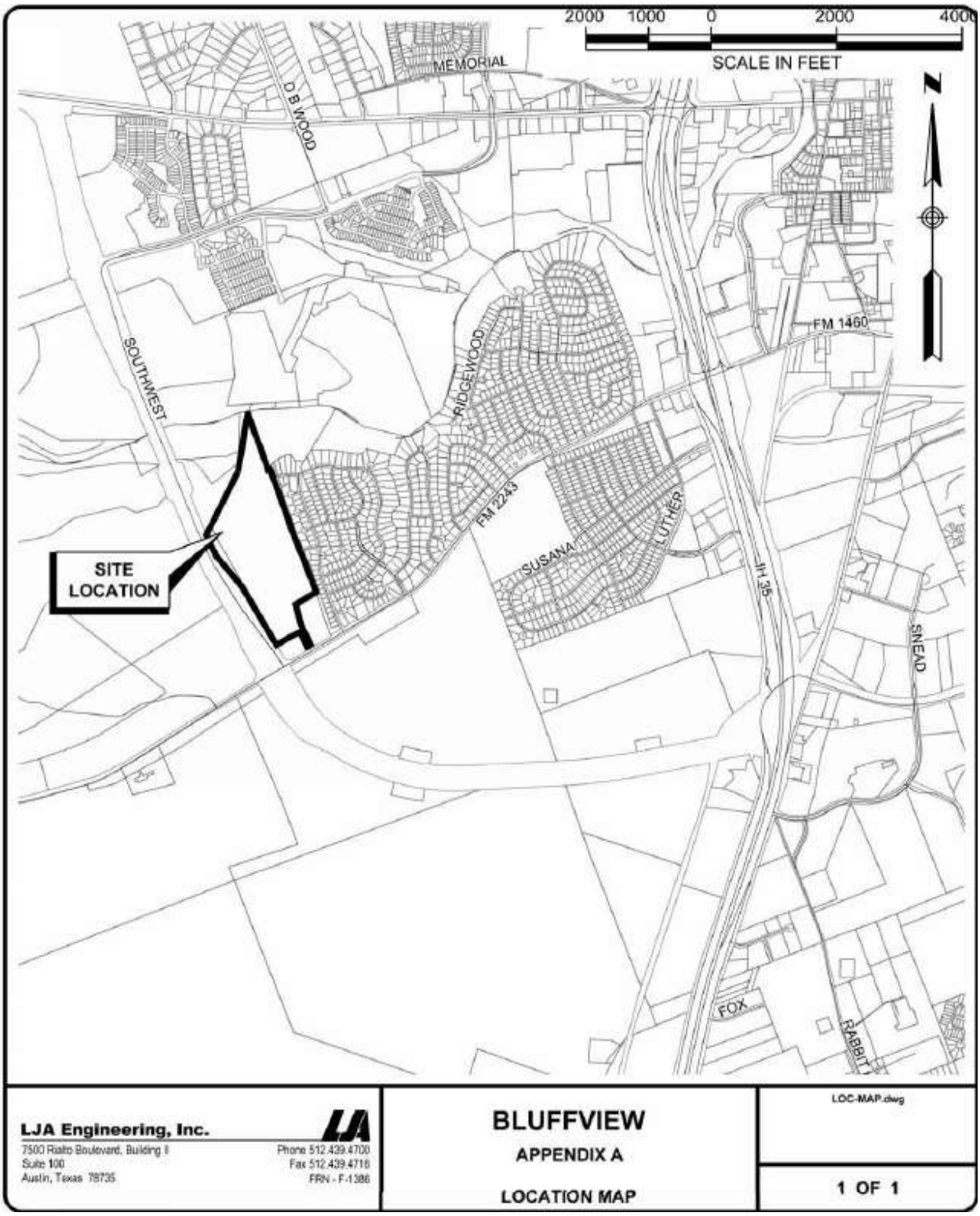


EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

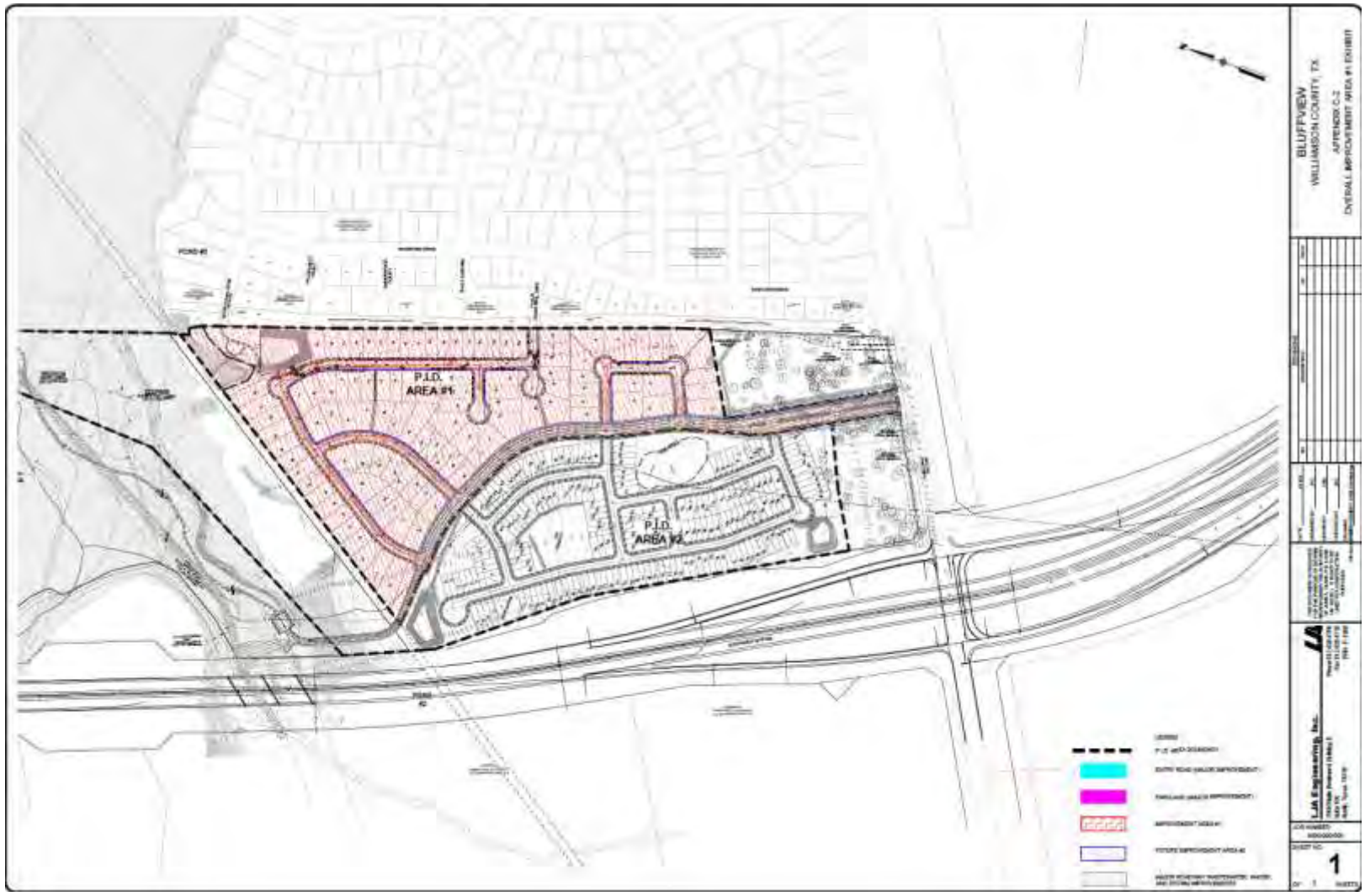


EXHIBIT C-1 – AUTHORIZED IMPROVEMENTS

	Total Costs[a]	Improvement Area #1		Future Improvement Area	
		%	Cost	%	Cost
Major Improvements [b]					
Street and Parkland	$ 1,550,294	50.04%	$ 775,827	49.96%	$ 774,467
Water	427,516	50.04%	213,945	49.96%	213,571
Wastewater[c]	886,301	50.04%	443,539	49.96%	442,762
Drainage	2,024,280	50.04%	1,013,027	49.96%	1,011,253
Landscaping	1,160,216	50.04%	580,617	49.96%	579,599
Soft Costs[d]	846,805	50.04%	423,774	49.96%	423,031
	$ 6,895,411		$ 3,450,728		$ 3,444,683
Improvement Area #1 Improvements					
Street	$ 1,770,639	100.00%	$ 1,770,639	0.00%	$ -
Water	472,695	100.00%	472,695	0.00%	-
Wastewater	665,385	100.00%	665,385	0.00%	-
Drainage	819,867	100.00%	819,867	0.00%	-
Soft Costs[d]	522,002	100.00%	522,002	0.00%	-
	$ 4,250,588		$ 4,250,588		$ -
Bond Issuance Costs [e]					
Debt Service Reserve Fund	$ 359,900		$ 359,900		$ -
Capitalized Interest	124,777		124,777		-
Underwriter Discount[f]	136,950		136,950		-
Cost of Issuance	273,900		273,900		-
	$ 895,527		$ 895,527		$ -
First Year Annual Collection Costs [e]					
Deposit to Administrative Fund	$ 40,000		$ 40,000		$ -
	$ 40,000		$ 40,000		$ -
Total	**$ 12,081,526**		**$ 8,636,843**		**$ 3,444,683**

Footnotes:

[a] Per Engineer's Report dated March 2026.

[b] The Major Improvements are allocated pro rata between Improvement Area #1 and the Future Improvement Area based on the ratio of Estimated Buildout Value of each area to the Estimated Buildout Value of the District.

[c] Such improvements benefit land outside of the District. A portion of the costs of such improvements have been allocated to the benefited land, accordingly. This table excludes the costs allocated to land outside of the District.

[d] Soft costs include engineering, staking, and surveying.

[e] Preliminary estimates only and subject to change upon the issuance of PID Bonds.

[f] Includes the fee of counsel to the Underwriter.

EXHIBIT C-2 – APPORTIONMENT OF MAJOR IMPROVEMENTS

Improvement Area	Units	Estimated Buildout Value	Major Improvements[a]		Total Apportionment for Future Funding[b]
			%	Costs	
Improvement Area #1	105	$ 77,060,000.00	50.04%	$ 3,450,728.30	
Future Improvement Area	181	$ 76,925,000.00	49.96%	$ 3,444,683.04	$ 3,444,683.04
Total	**286**	**$ 153,985,000.00**		**$ 6,895,411.34**	

Footnotes:

[a] The costs of the Major Improvements apportioned pro rata based on Estimated Buildout Value between Improvement Area #1 and the Future Improvement Area.

[b] Reimbursable in part or in full from future Assessments levied on the Future Improvement Area.

EXHIBIT D – SERVICE PLAN – FIVE YEAR PLAN

Improvement Area #1						
Annual Installment Due		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Principal		$ 86,000.00	$ 91,000.00	$ 96,000.00	$ 101,000.00	$ 107,000.00
Interest		273,900.00	268,740.00	263,280.00	257,520.00	251,460.00
	(1)	$ 359,900.00	$ 359,740.00	$ 359,280.00	$ 358,520.00	$ 358,460.00
Additional Interest	(2)	$ 22,825.00	$ 22,395.00	$ 21,940.00	$ 21,460.00	$ 20,955.00
Annual Collection Costs	(3)	$ 40,800.00	$ 41,616.00	$ 42,448.32	$ 43,297.29	$ 44,163.23
Total Annual Installment Due	**(4) = (1) + (2) + (3)**	**$ 423,525.00**	**$ 423,751.00**	**$ 423,668.32**	**$ 423,277.29**	**$ 423,578.23**

EXHIBIT E – SERVICE PLAN – SOURCES AND USES

	Improvement Area #1	Total
Sources of Funds		
Improvement Area #1 Bonds	$ 4,565,000	$ 4,565,000
Owner Contribution[a]	4,071,843	4,071,843
Total Sources of Funds	**$ 8,636,843**	**$ 8,636,843**
Uses of Funds		
Major Improvements	$ 3,450,728	$ 3,450,728
Improvement Area #1 Improvements	4,250,588	4,250,588
	$ 7,701,316	$ 7,701,316
Bond Issuance Costs [b]		
Debt Service Reserve Fund	$ 359,900	$ 359,900
Capitalized Interest	124,777	124,777
Underwriter Discount[c]	136,950	136,950
Cost of Issuance	273,900	273,900
	$ 895,527	$ 895,527
First Year Annual Collection Costs [b]		
Deposit to Administrative Fund	$ 40,000	$ 40,000
	$ 40,000	$ 40,000
Total Uses of Funds	**$ 8,636,843**	**$ 8,636,843**

Footnotes:

[a] Not reimbursable to the Developer through Assessments or the issuance of PID Bonds.

[b] Preliminary estimates only and subject to change upon the issuance of PID Bonds.

[c] Includes the fee of counsel to the Underwriter.

EXHIBIT F – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2027[b]
R683641	Non-Benefited	$ -	$ -
R683642	Non-Benefited	$ -	$ -
R683643	Non-Benefited	$ -	$ -
R683646	Non-Benefited	$ -	$ -
R683647	2	$ 46,799.25	$ 4,341.87
R683648	2	$ 46,799.25	$ 4,341.87
R683649	2	$ 46,799.25	$ 4,341.87
R683650	2	$ 46,799.25	$ 4,341.87
R683651	2	$ 46,799.25	$ 4,341.87
R683652	1	$ 39,098.11	$ 3,627.39
R683653	1	$ 39,098.11	$ 3,627.39
R683654	1	$ 39,098.11	$ 3,627.39
R683655	1	$ 39,098.11	$ 3,627.39
R683656	2	$ 46,799.25	$ 4,341.87
R683657	2	$ 46,799.25	$ 4,341.87
R683658	2	$ 46,799.25	$ 4,341.87
R683659	1	$ 39,098.11	$ 3,627.39
R683660	1	$ 39,098.11	$ 3,627.39
R683661	1	$ 39,098.11	$ 3,627.39
R683662	1	$ 39,098.11	$ 3,627.39
R683663	Non-Benefited	$ -	$ -
R683664	1	$ 39,098.11	$ 3,627.39
R683665	1	$ 39,098.11	$ 3,627.39
R683666	1	$ 39,098.11	$ 3,627.39
R683667	1	$ 39,098.11	$ 3,627.39
R683668	1	$ 39,098.11	$ 3,627.39
R683669	1	$ 39,098.11	$ 3,627.39
R683670	1	$ 39,098.11	$ 3,627.39
R683671	1	$ 39,098.11	$ 3,627.39
R683672	1	$ 39,098.11	$ 3,627.39
R683673	1	$ 39,098.11	$ 3,627.39
R683674	1	$ 39,098.11	$ 3,627.39
R683675	2	$ 46,799.25	$ 4,341.87
R683676	2	$ 46,799.25	$ 4,341.87
R683677	2	$ 46,799.25	$ 4,341.87
R683678	1	$ 39,098.11	$ 3,627.39
R683679	1	$ 39,098.11	$ 3,627.39
R683680	1	$ 39,098.11	$ 3,627.39
R683681	1	$ 39,098.11	$ 3,627.39
R683682	2	$ 46,799.25	$ 4,341.87

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2027[b]
R683683	1	$ 39,098.11	$ 3,627.39
R683684	1	$ 39,098.11	$ 3,627.39
R683685	Non-Benefited	$ -	$ -
R683686	2	$ 46,799.25	$ 4,341.87
R683687	1	$ 39,098.11	$ 3,627.39
R683688	1	$ 39,098.11	$ 3,627.39
R683689	1	$ 39,098.11	$ 3,627.39
R683690	1	$ 39,098.11	$ 3,627.39
R683691	1	$ 39,098.11	$ 3,627.39
R683692	2	$ 46,799.25	$ 4,341.87
R683693	1	$ 39,098.11	$ 3,627.39
R683694	1	$ 39,098.11	$ 3,627.39
R683695	1	$ 39,098.11	$ 3,627.39
R683696	1	$ 39,098.11	$ 3,627.39
R683697	1	$ 39,098.11	$ 3,627.39
R683698	1	$ 39,098.11	$ 3,627.39
R683699	1	$ 39,098.11	$ 3,627.39
R683700	1	$ 39,098.11	$ 3,627.39
R683701	1	$ 39,098.11	$ 3,627.39
R683702	1	$ 39,098.11	$ 3,627.39
R683703	1	$ 39,098.11	$ 3,627.39
R683704	Non-Benefited	$ -	$ -
R683705	2	$ 46,799.25	$ 4,341.87
R683706	2	$ 46,799.25	$ 4,341.87
R683707	2	$ 46,799.25	$ 4,341.87
R683708	2	$ 46,799.25	$ 4,341.87
R683709	Non-Benefited	$ -	$ -
R683710	2	$ 46,799.25	$ 4,341.87
R683711	2	$ 46,799.25	$ 4,341.87
R683712	2	$ 46,799.25	$ 4,341.87
R683713	2	$ 46,799.25	$ 4,341.87
R683714	2	$ 46,799.25	$ 4,341.87
R683715	2	$ 46,799.25	$ 4,341.87
R683716	1	$ 39,098.11	$ 3,627.39
R683717	1	$ 39,098.11	$ 3,627.39
R683718	1	$ 39,098.11	$ 3,627.39
R683719	1	$ 39,098.11	$ 3,627.39
R683720	1	$ 39,098.11	$ 3,627.39
R683721	1	$ 39,098.11	$ 3,627.39
R683722	1	$ 39,098.11	$ 3,627.39

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2027[b]
R683723	1	$ 39,098.11	$ 3,627.39
R683724	1	$ 39,098.11	$ 3,627.39
R683725	1	$ 39,098.11	$ 3,627.39
R683726	1	$ 39,098.11	$ 3,627.39
R683727	1	$ 39,098.11	$ 3,627.39
R683728	1	$ 39,098.11	$ 3,627.39
R683729	1	$ 39,098.11	$ 3,627.39
R683730	1	$ 39,098.11	$ 3,627.39
R683731	1	$ 39,098.11	$ 3,627.39
R683732	1	$ 39,098.11	$ 3,627.39
R683733	1	$ 39,098.11	$ 3,627.39
R683734	1	$ 39,098.11	$ 3,627.39
R683735	1	$ 39,098.11	$ 3,627.39
R683736	1	$ 39,098.11	$ 3,627.39
R683737	1	$ 39,098.11	$ 3,627.39
R683738	1	$ 39,098.11	$ 3,627.39
R683739	1	$ 39,098.11	$ 3,627.39
R683740	Non-Benefited	$ -	$ -
R683741	3	$ 56,277.58	$ 5,221.24
R683742	3	$ 56,277.58	$ 5,221.24
R683743	3	$ 56,277.58	$ 5,221.24
R683744	3	$ 56,277.58	$ 5,221.24
R683745	3	$ 56,277.58	$ 5,221.24
R683746	3	$ 56,277.58	$ 5,221.24
R683747	3	$ 56,277.58	$ 5,221.24
R683748	3	$ 56,277.58	$ 5,221.24
R683749	3	$ 56,277.58	$ 5,221.24
R683750	3	$ 56,277.58	$ 5,221.24
R683751	3	$ 56,277.58	$ 5,221.24
R683752	3	$ 56,277.58	$ 5,221.24
R683753	3	$ 56,277.58	$ 5,221.24
R683754	3	$ 56,277.58	$ 5,221.24
R683755	3	$ 56,277.58	$ 5,221.24
R683756	3	$ 56,277.58	$ 5,221.24
Total		**$ 4,565,000.00**	**$ 423,525.00**

Footnotes:

[a] Property IDs preliminary and subject to change based on certified rolls provided by the County prior to billing.

[b] Annual Installment due may not match Service Plan or Annual Installment schedule due to rounding.

EXHIBIT G – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Total Annual Installment Due[b]
2026	$ -	$ 124,777.00	$ (124,777.00)	$ -	$ -	$ -
2027	$ 86,000.00	$ 273,900.00	$ -	$ 22,825.00	$ 40,800.00	$ 423,525.00
2028	$ 91,000.00	$ 268,740.00	$ -	$ 22,395.00	$ 41,616.00	$ 423,751.00
2029	$ 96,000.00	$ 263,280.00	$ -	$ 21,940.00	$ 42,448.32	$ 423,668.32
2030	$ 101,000.00	$ 257,520.00	$ -	$ 21,460.00	$ 43,297.29	$ 423,277.29
2031	$ 107,000.00	$ 251,460.00	$ -	$ 20,955.00	$ 44,163.23	$ 423,578.23
2032	$ 113,000.00	$ 245,040.00	$ -	$ 20,420.00	$ 45,046.50	$ 423,506.50
2033	$ 119,000.00	$ 238,260.00	$ -	$ 19,855.00	$ 45,947.43	$ 423,062.43
2034	$ 126,000.00	$ 231,120.00	$ -	$ 19,260.00	$ 46,866.38	$ 423,246.38
2035	$ 133,000.00	$ 223,560.00	$ -	$ 18,630.00	$ 47,803.70	$ 422,993.70
2036	$ 141,000.00	$ 215,580.00	$ -	$ 17,965.00	$ 48,759.78	$ 423,304.78
2037	$ 149,000.00	$ 207,120.00	$ -	$ 17,260.00	$ 49,734.97	$ 423,114.97
2038	$ 158,000.00	$ 198,180.00	$ -	$ 16,515.00	$ 50,729.67	$ 423,424.67
2039	$ 167,000.00	$ 188,700.00	$ -	$ 15,725.00	$ 51,744.27	$ 423,169.27
2040	$ 177,000.00	$ 178,680.00	$ -	$ 14,890.00	$ 52,779.15	$ 423,349.15
2041	$ 187,000.00	$ 168,060.00	$ -	$ 14,005.00	$ 53,834.73	$ 422,899.73
2042	$ 198,000.00	$ 156,840.00	$ -	$ 13,070.00	$ 54,911.43	$ 422,821.43
2043	$ 210,000.00	$ 144,960.00	$ -	$ 12,080.00	$ 56,009.66	$ 423,049.66
2044	$ 223,000.00	$ 132,360.00	$ -	$ 11,030.00	$ 57,129.85	$ 423,519.85
2045	$ 236,000.00	$ 118,980.00	$ -	$ 9,915.00	$ 58,272.45	$ 423,167.45
2046	$ 250,000.00	$ 104,820.00	$ -	$ 8,735.00	$ 59,437.90	$ 422,992.90
2047	$ 265,000.00	$ 89,820.00	$ -	$ 7,485.00	$ 60,626.65	$ 422,931.65
2048	$ 281,000.00	$ 73,920.00	$ -	$ 6,160.00	$ 61,839.19	$ 422,919.19
2049	$ 298,000.00	$ 57,060.00	$ -	$ 4,755.00	$ 63,075.97	$ 422,890.97
2050	$ 317,000.00	$ 39,180.00	$ -	$ 3,265.00	$ 64,337.49	$ 423,782.49
2051	$ 336,000.00	$ 20,160.00	$ -	$ 1,680.00	$ 65,624.24	$ 423,464.24
Total	**$ 4,565,000.00**	**$ 4,472,077.00**	**$ (124,777.00)**	**$ 362,275.00**	**$ 1,306,836.23**	**$ 10,581,411.23**

Footnotes:

[a] Interest is calculated at a 6.00% rate for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

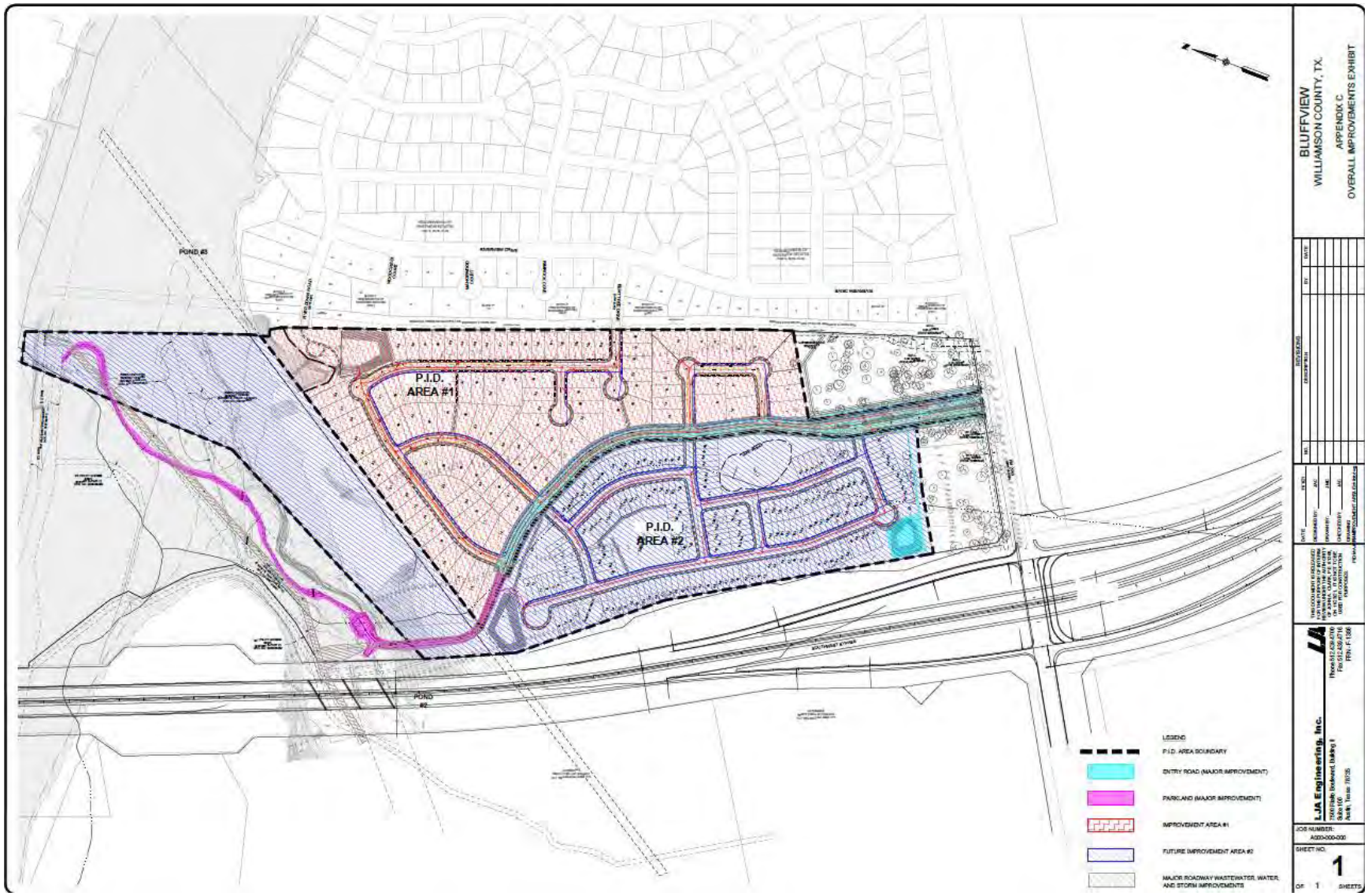
EXHIBIT H – MAXIMUM ASSESSMENT PER LOT TYPE

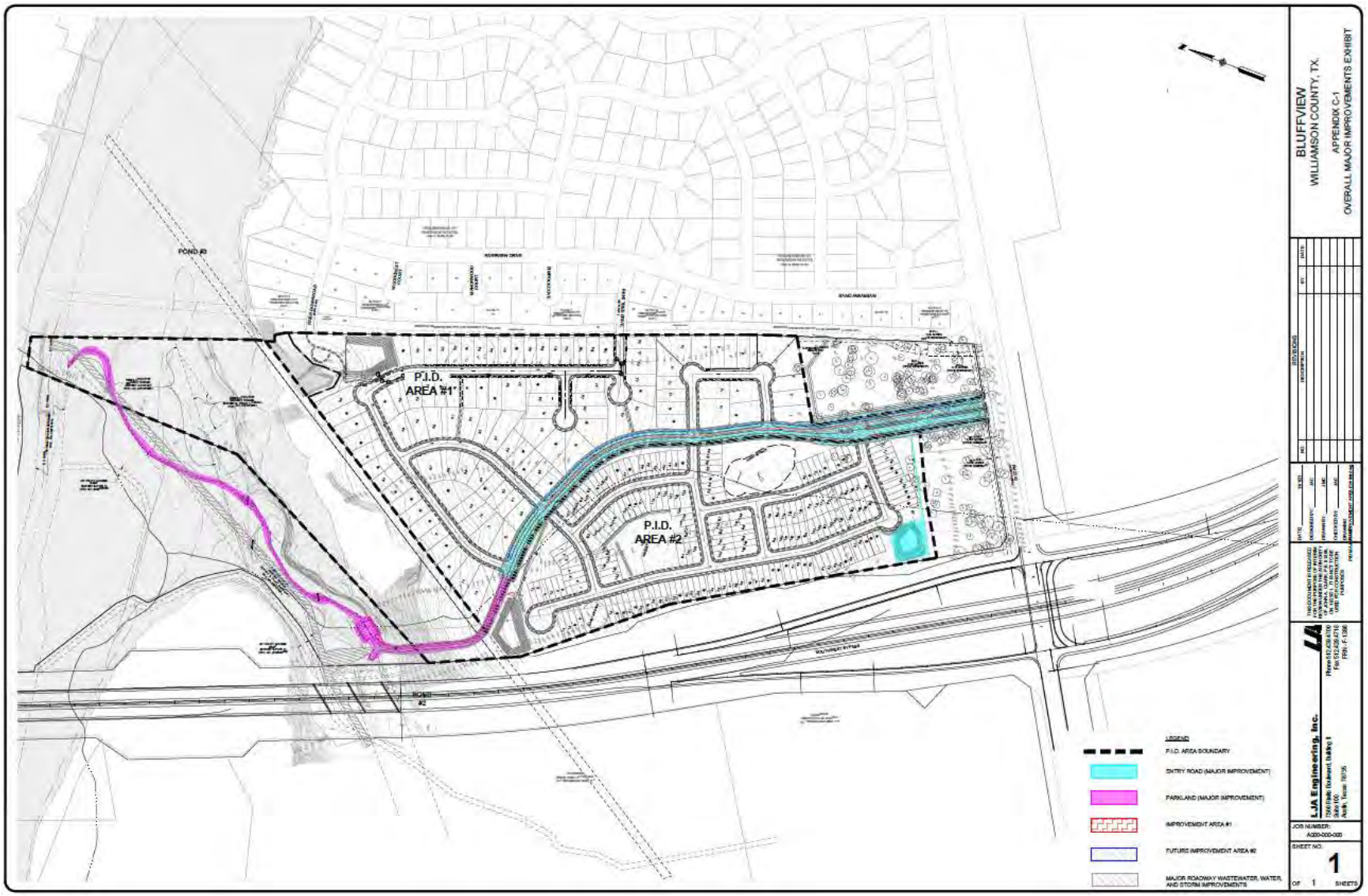
Lot Type	Units[a]	Estimated Buildout Value[a]		Assessment		Average Annual Installment		Gross PID TRE
		Per Unit	Total	Per Unit	Total	Per Unit	Total	
Improvement Area #1								
Lot Type 1	65	$ 660,000	$ 42,900,000	$ 39,098.11	$ 2,541,377	$ 3,625.09	$ 235,631	$ 0.5493
Lot Type 2	24	790,000	18,960,000	46,799.25	1,123,182	4,339.12	104,139	$ 0.5493
Lot Type 3	16	950,000	15,200,000	56,277.58	900,441	5,217.93	83,487	$ 0.5493
Subtotal	**105**		**$ 77,060,000**		**$ 4,565,000**		**$ 423,256**	**$ 0.5493**

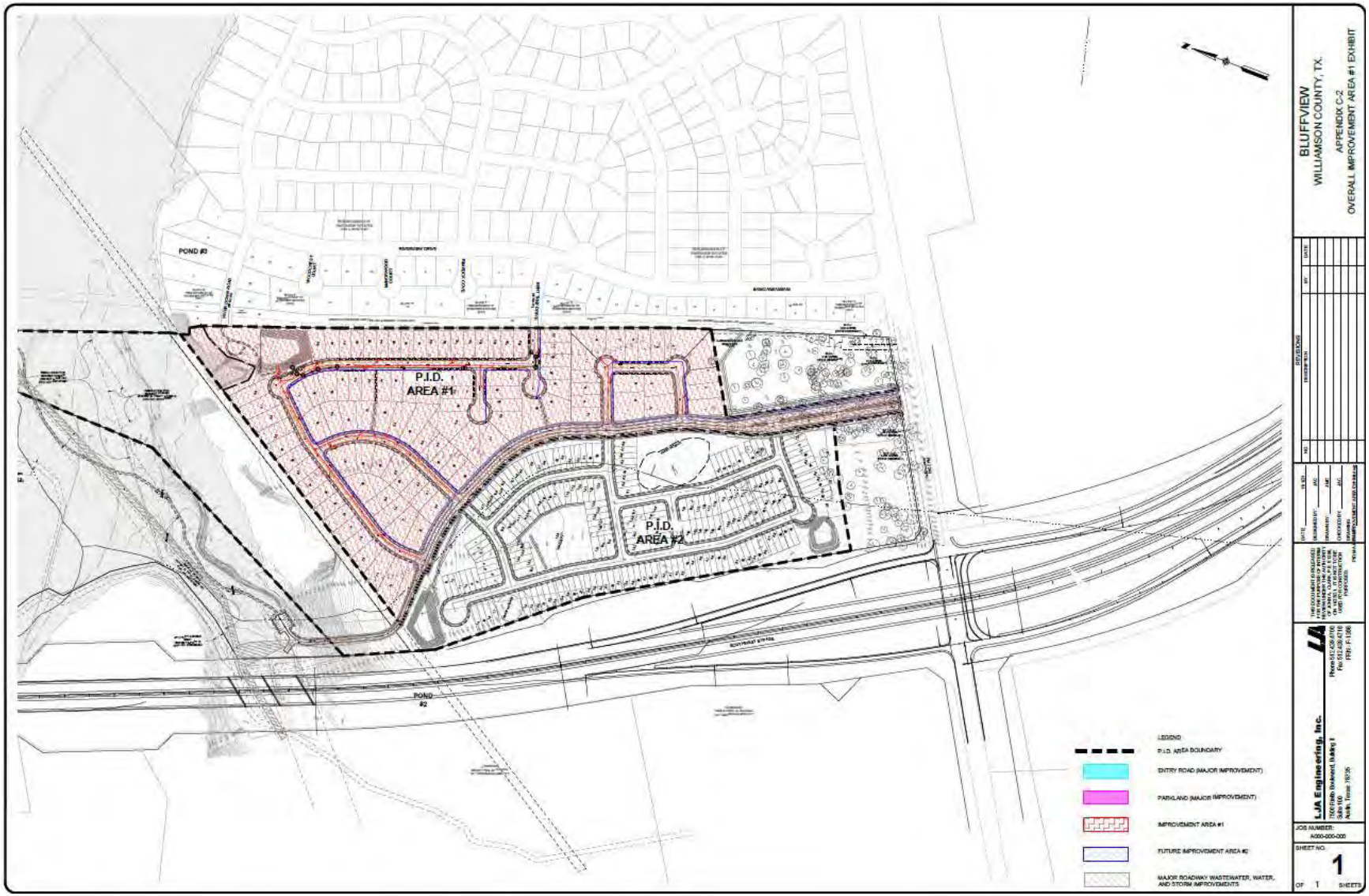
Footnotes:

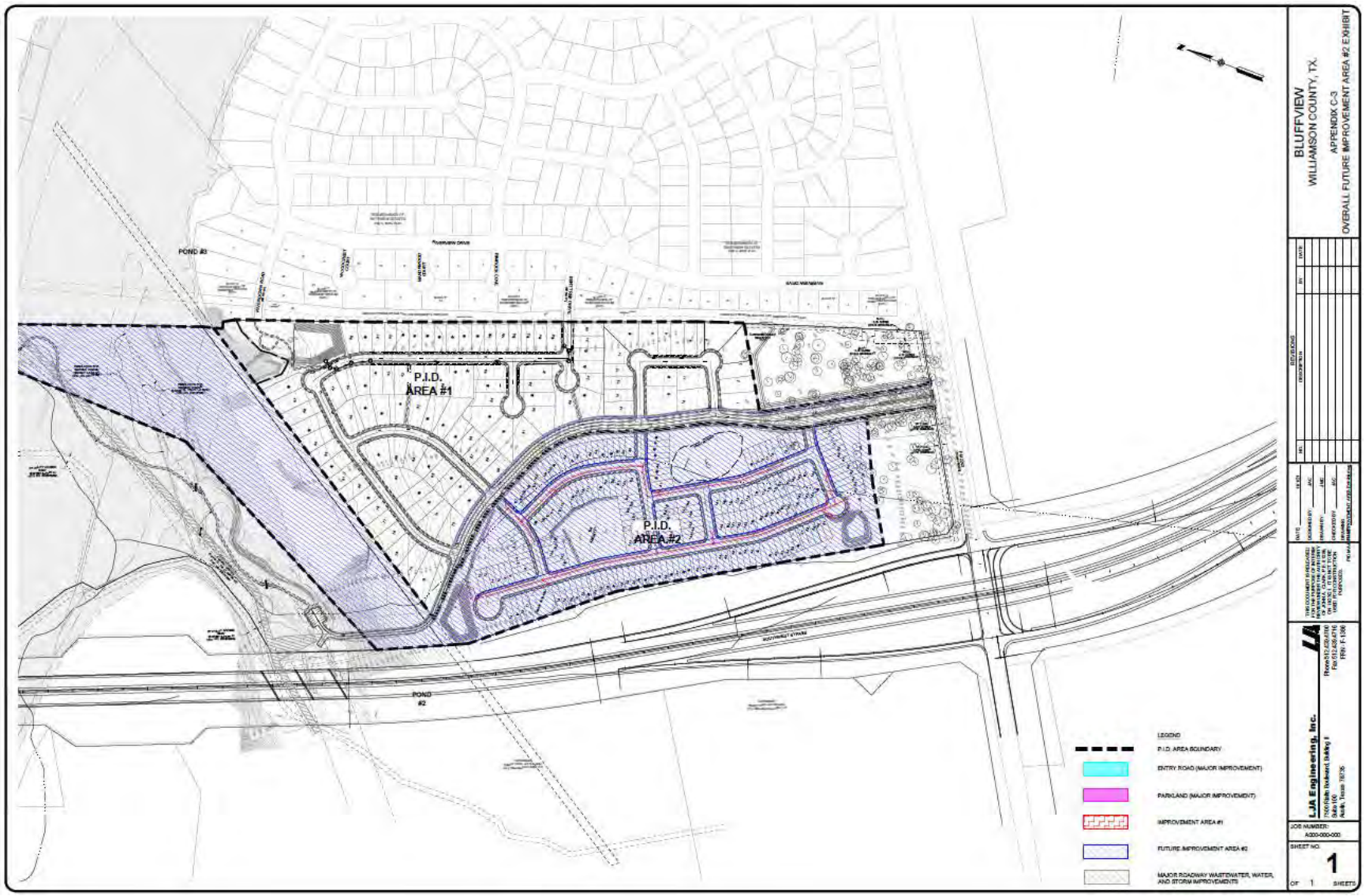
[a] As provided in the Developer model dated 12/15/2025.

EXHIBIT I – MAPS OF AUTHORIZED IMPROVEMENTS

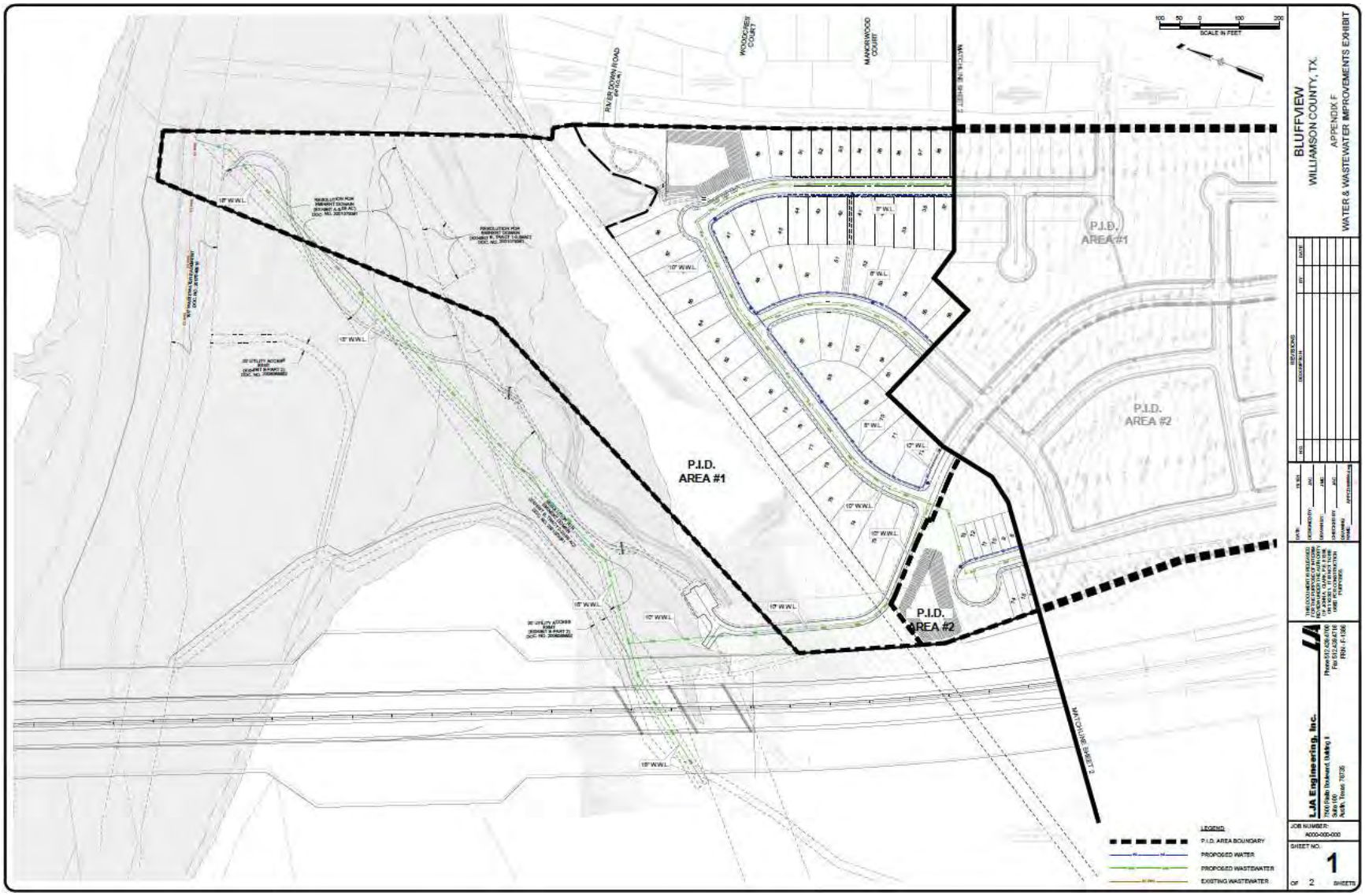


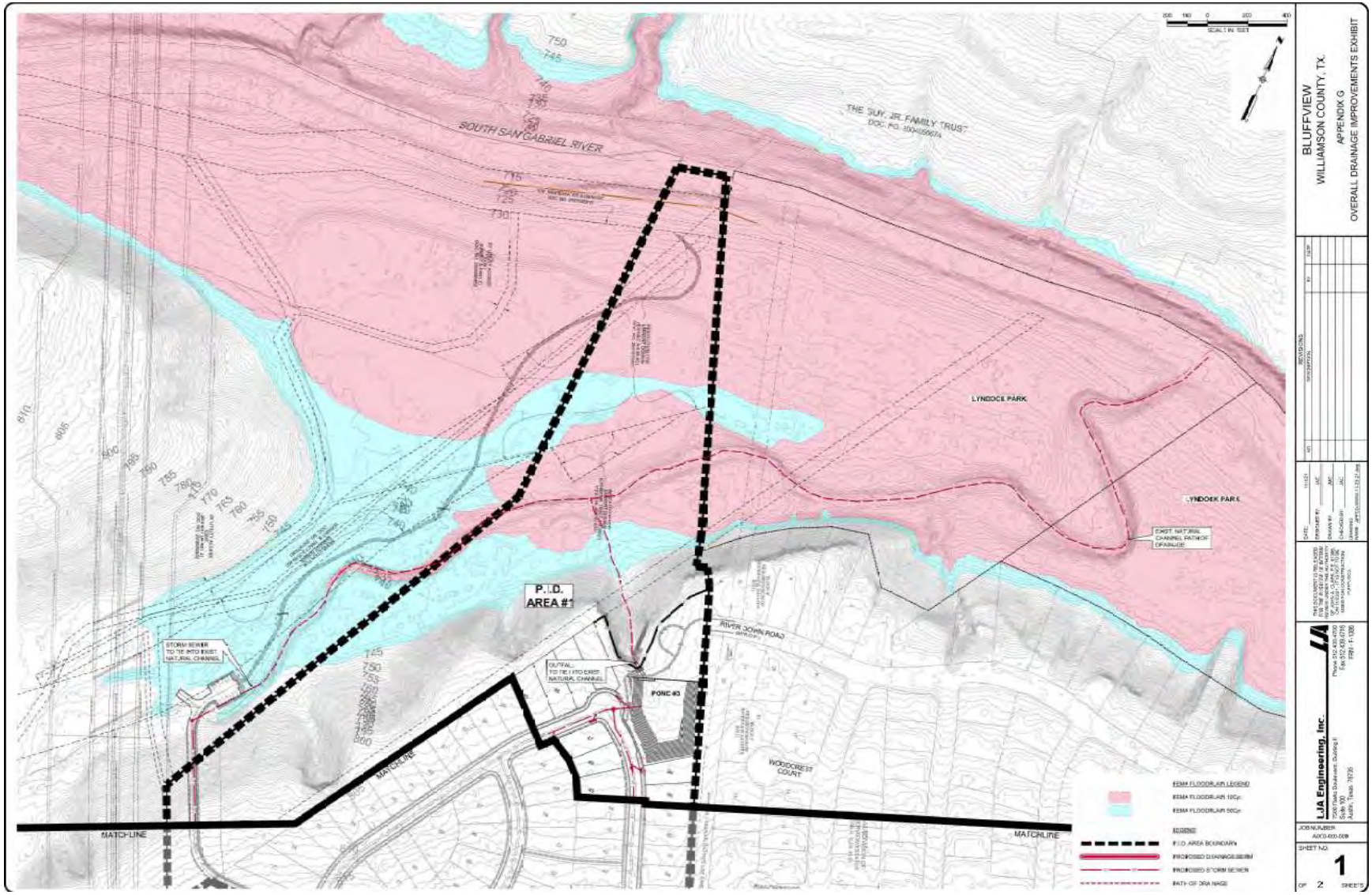

POND #3
P.I.D. AREA #1
P.I.D. AREA #2
ROAD #2
LEGEND
P.I.D. AREA BOUNDARY
ENTRY ROAD (MAJOR IMPROVEMENT)
PARKLAND (MAJOR IMPROVEMENT)
IMPROVEMENT AREA #1
FUTURE IMPROVEMENT AREA #2
MAJOR ROADWAY WASTEWATER, WATER, AND STORM IMPROVEMENTS
BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX C-1
OVERALL MAJOR IMPROVEMENTS EXHIBIT
LJA Engineering, Inc.
JOB NUMBER:
A000-000-000
SHEET NO:
1
OF 1 SHEETS


POND #3
P.I.D. AREA #1
P.I.D. AREA #2
POND #2
LEGEND
P.I.D. AREA BOUNDARY
ENTRY ROAD (MAJOR IMPROVEMENT)
PARKLAND (MAJOR IMPROVEMENT)
IMPROVEMENT AREA #1
FUTURE IMPROVEMENT AREA #2
MAJOR ROADWAY WASTEWATER, WATER, AND STORM IMPROVEMENTS
BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX C-2
OVERALL IMPROVEMENT AREA #1 EXHIBIT
LJA Engineering, Inc.
JOB NUMBER:
A000-000-000
SHEET NO.
1
OF 1 SHEETS


BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX C-3
OVERALL FUTURE IMPROVEMENT AREA #2 EXHIBIT
POND #3
P.I.D. AREA #1
P.I.D. AREA #2
POND #2
LEGEND
P.I.D. AREA BOUNDARY
ENTRY ROAD (MAJOR IMPROVEMENT)
PARKLAND (MAJOR IMPROVEMENT)
IMPROVEMENT AREA #1
FUTURE IMPROVEMENT AREA #2
MAJOR ROADWAY WASTEWATER, WATER, AND STORM IMPROVEMENTS
LJA Engineering, Inc.
JOB NUMBER:
A000-000-000
SHEET NO.
1
SHEETS


BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX E
OVERALL PARK IMPROVEMENTS EXHIBIT
P.I.D. AREA #1
P.I.D. AREA #2
LOW WATER CROSSING
PARK ACCESS DRIVE
PARK TRAILHEAD PARKING
LEGEND
P.I.D. AREA BOUNDARY
PARK
PROPOSED SIDEWALK / CONCRETE PATH
PROPOSED PARK CONCRETE PATH / TRAIL
PROPOSED FENCING (ROD IRON)
L.JA Engineering, Inc.
JOB NUMBER:
A000-000-000
SHEET NO.
1
OF 1 SHEETS


BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX F
WATER & WASTEWATER IMPROVEMENTS EXHIBIT
P.I.D. AREA #1
P.I.D. AREA #2
P.I.D. AREA #1
P.I.D. AREA #2
RIVER DOWN ROAD
WOODCREST COURT
MANORWOOD COURT
MATCHLINE SHEET 2
SCALE IN FEET
LEGEND
P.I.D. AREA BOUNDARY
PROPOSED WATER
PROPOSED WASTEWATER
EXISTING WASTEWATER
LJA Engineering, Inc.
JOB NUMBER:
A000-000-000
SHEET NO.
1
OF 2 SHEETS


BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX G
OVERALL DRAINAGE IMPROVEMENTS EXHIBIT
SOUTH SAN GABRIEL RIVER
THE SUV. JR. FAMILY TRUST
LYNDOCE PARK
P.I.D. AREA #1
POND #3
RIVER JOHN ROAD
WOODCREST COURT
STORM SEWER TO TIE INTO EXIST. NATURAL CHANNEL
OUTFALL TO TIE INTO EXIST. NATURAL CHANNEL
EXIST. NATURAL CHANNEL PATH OF DRAINAGE
MATCHLINE
MATCHLINE
FEMA FLOODPLAIN LEGEND
FEMA FLOODPLAIN 100yr
FEMA FLOODPLAIN 500yr
LEGEND
P.I.D. AREA BOUNDARY
PROPOSED DRAINAGE BERM
PROPOSED STORM SEWER
PATH OF DRAINAGE
LJA Engineering, Inc.
JOB NUMBER
SHEET NO.
1
OF 2 SHEETS

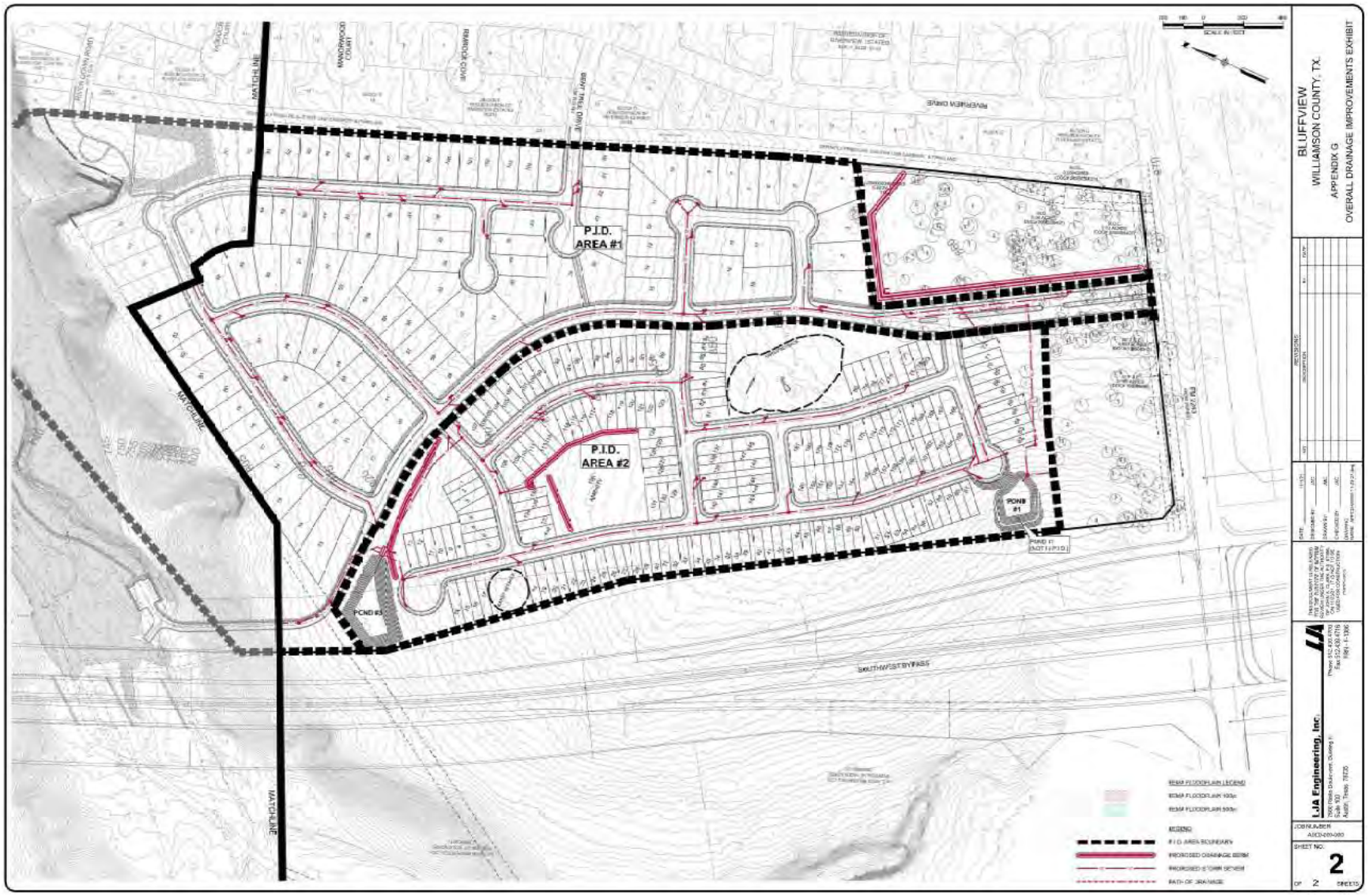

BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX G
OVERALL DRAINAGE IMPROVEMENTS EXHIBIT
P.I.D. AREA #1
P.I.D. AREA #2
POND #1
POND #3
MATCHLINE
SOUTHWEST BYPASS
REVERMEN DRIVE
LJA Engineering, Inc.
SHEET NO.
2

EXHIBIT J – LOT TYPE CLASSIFICATION MAP



EXHIBIT K – NOTICE OF PID ASSESSMENT TERMINATION

P3Works, LLC
9824 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Williamson County Clerk's Office
Honorable [County Clerk Name]
Williamson County Justice Center County Clerk
405 Martin Luther King, Jr. St.
Georgetown, TX 78626

Re: **City of Georgetown Lien Release documents for filing**

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Georgetown is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Georgetown
Attn: [City Secretary]
808 Martin Luther King, Jr. St.
Georgetown, TX 78626

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
P: (817) 393-0353
admin@p3-works.com

AFTER RECORDING RETURN TO:

[City Secretary Name]
808 Martin Luther King, Jr. St.
Georgetown, TX 78626

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.

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

STATE OF TEXAS	**§**	
	§	**KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF WILLIAMSON	**§**	

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of Georgetown, Texas.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City of Georgetown, Texas (hereinafter referred to as the "City "), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

WHEREAS, on or about March 22, 2022, the City Council for the City, approved Resolution No. 032222-AA, creating the Bluffview Public Improvement District; and

WHEREAS, the Bluffview Public Improvement District consists of approximately 68.080 contiguous acres located within the City; and

WHEREAS, on or about ____, ____, the City Council, approved Ordinance No. ____, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Bluffview Public Improvement District; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of $____ (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Williamson County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Williamson County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount.

RELEASE

NOW THEREFORE, the City, the owner and holder of the Lien, Instrument No. _____, in the Real Property Records of Williamson County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the _____ day of _____, 20__.

CITY OF GEORGETOWN, TEXAS,

By: _____
[City Official Name], City Official Title

ATTEST:

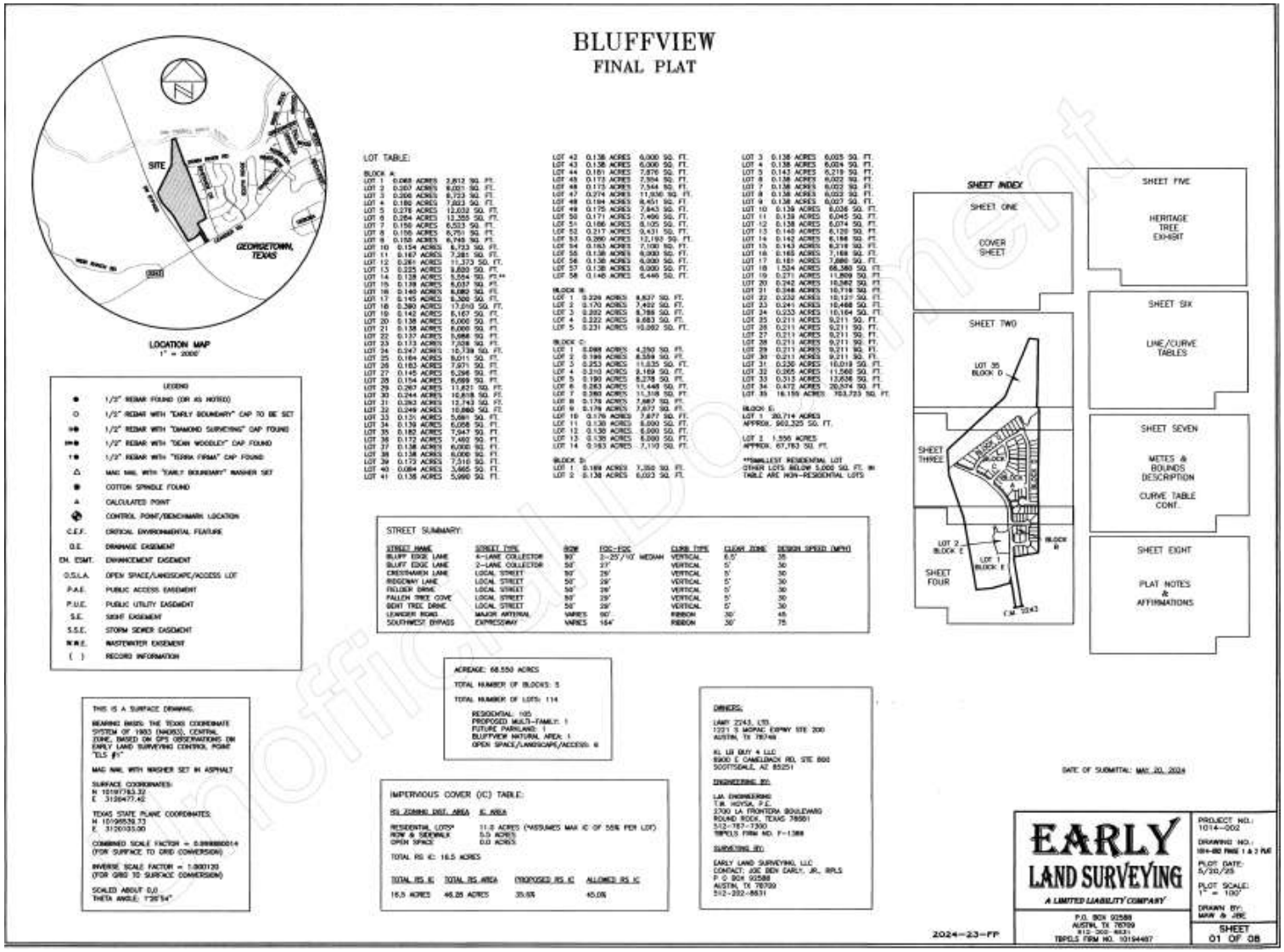
_____
[Secretary Name], City Secretary

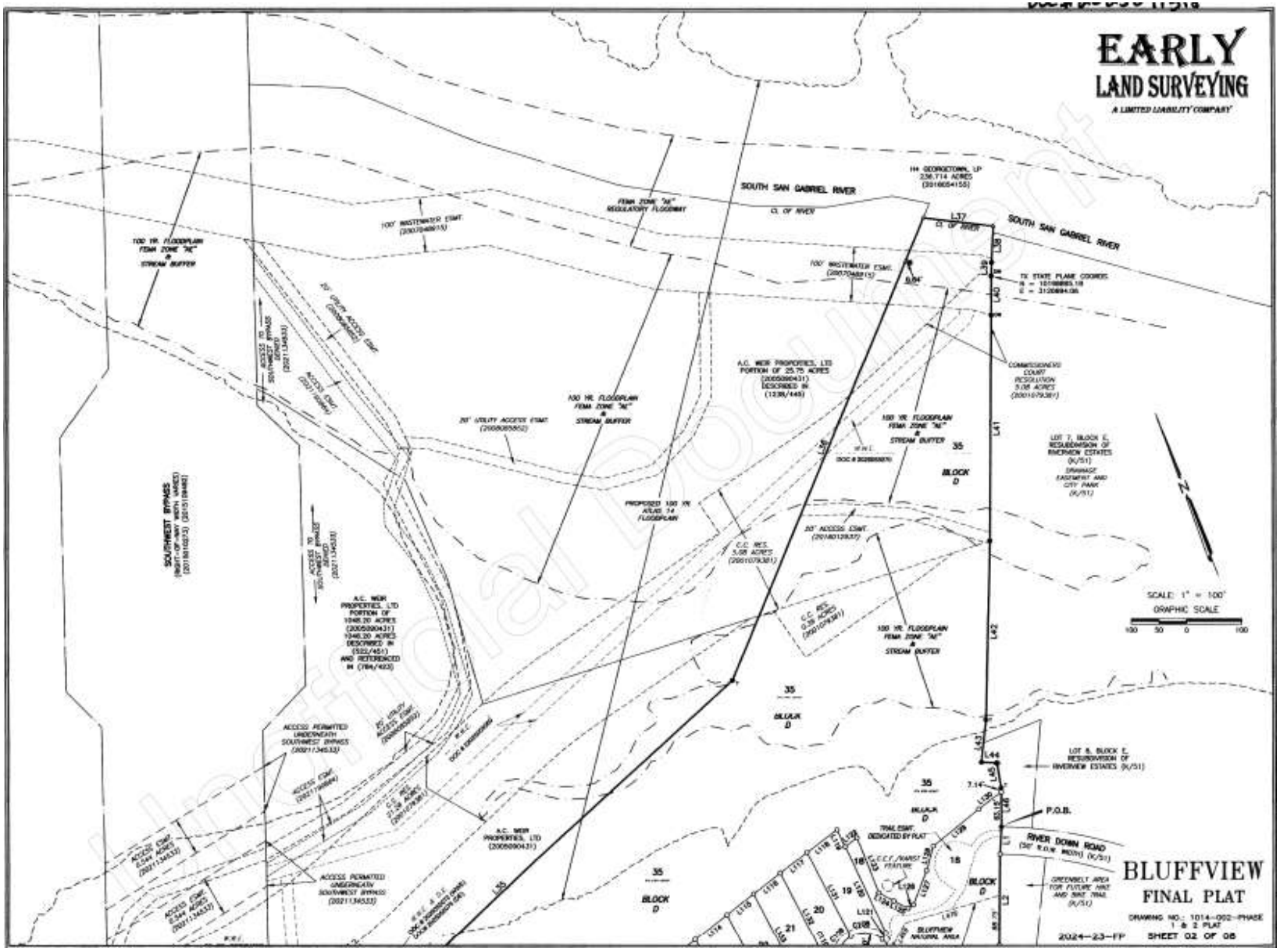
STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

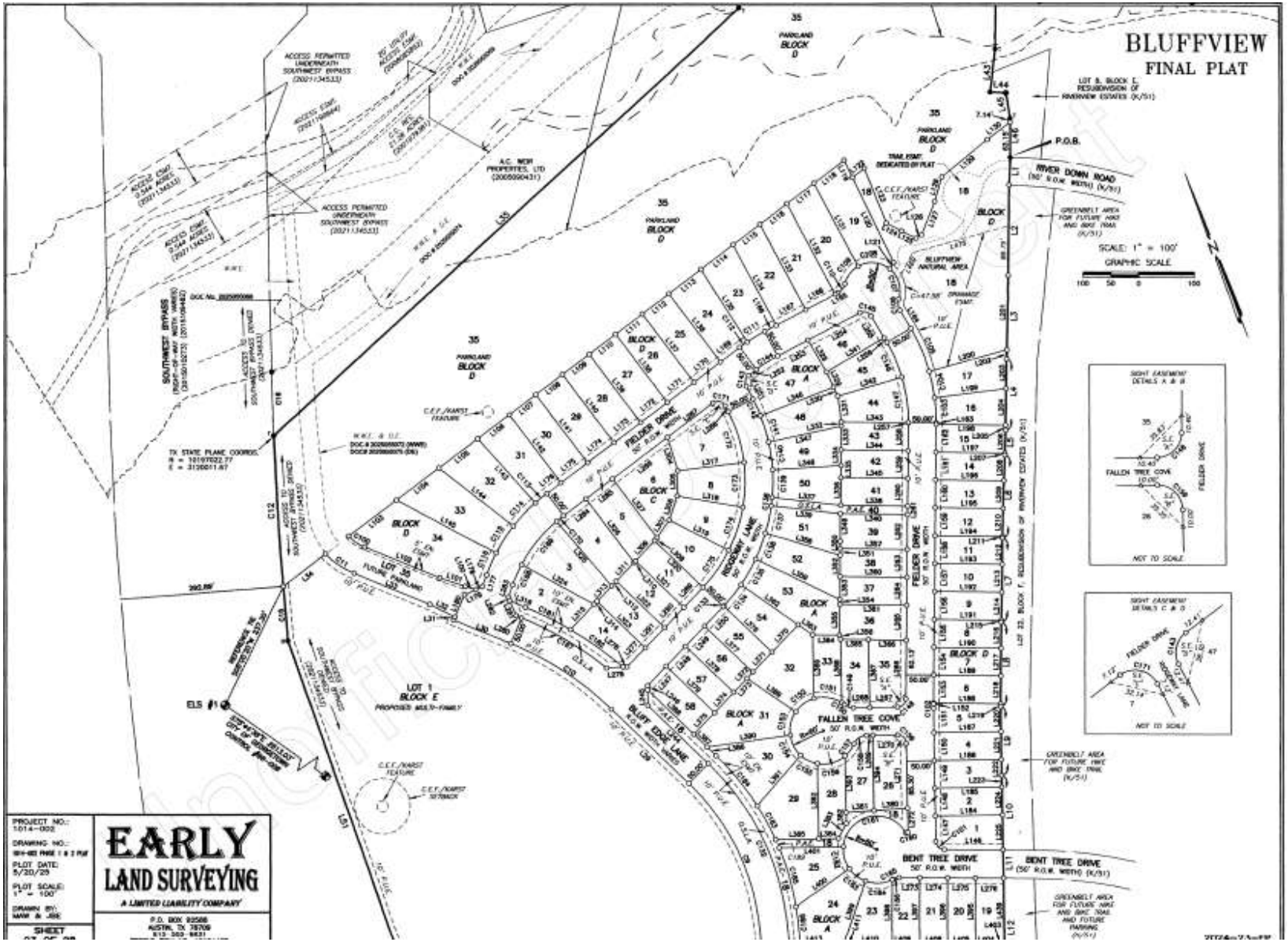
This instrument was acknowledged before me on the ____ day of _____, 20__, by [City Official Name], City Official Title for the City of Georgetown, Texas, on behalf of said municipality.

_____
Notary Public, State of Texas

EXHIBIT L – BLUFFVIEW FINAL PLAT

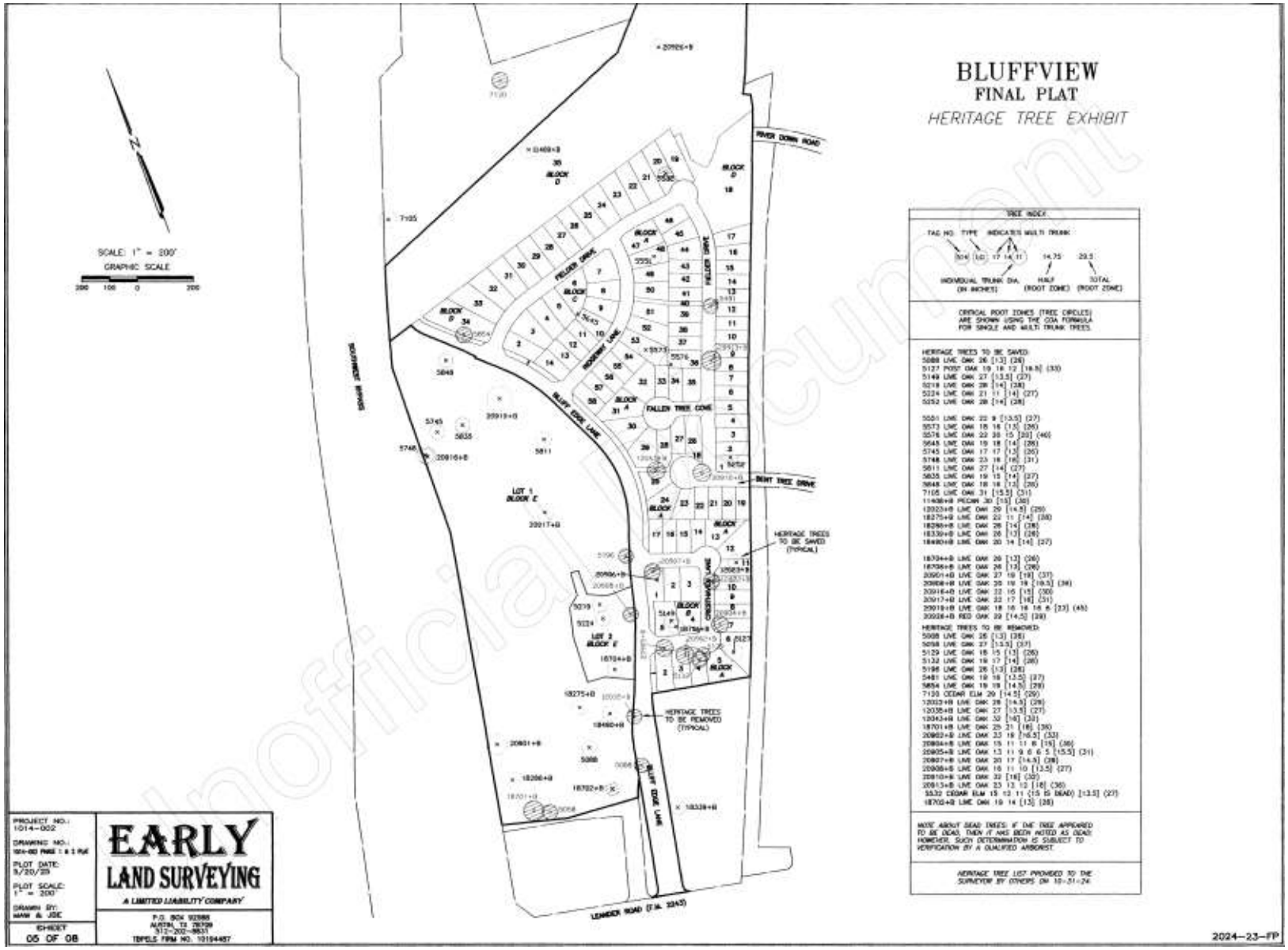



EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY
SOUTH SAN GABRIEL RIVER
BLUFFVIEW
FINAL PLAT
RIVER DOWN ROAD
P.O.B.
SCALE: 1" = 100'
GRAPHIC SCALE
BLOCK D
2024-23-FP
SHEET 02 OF 06

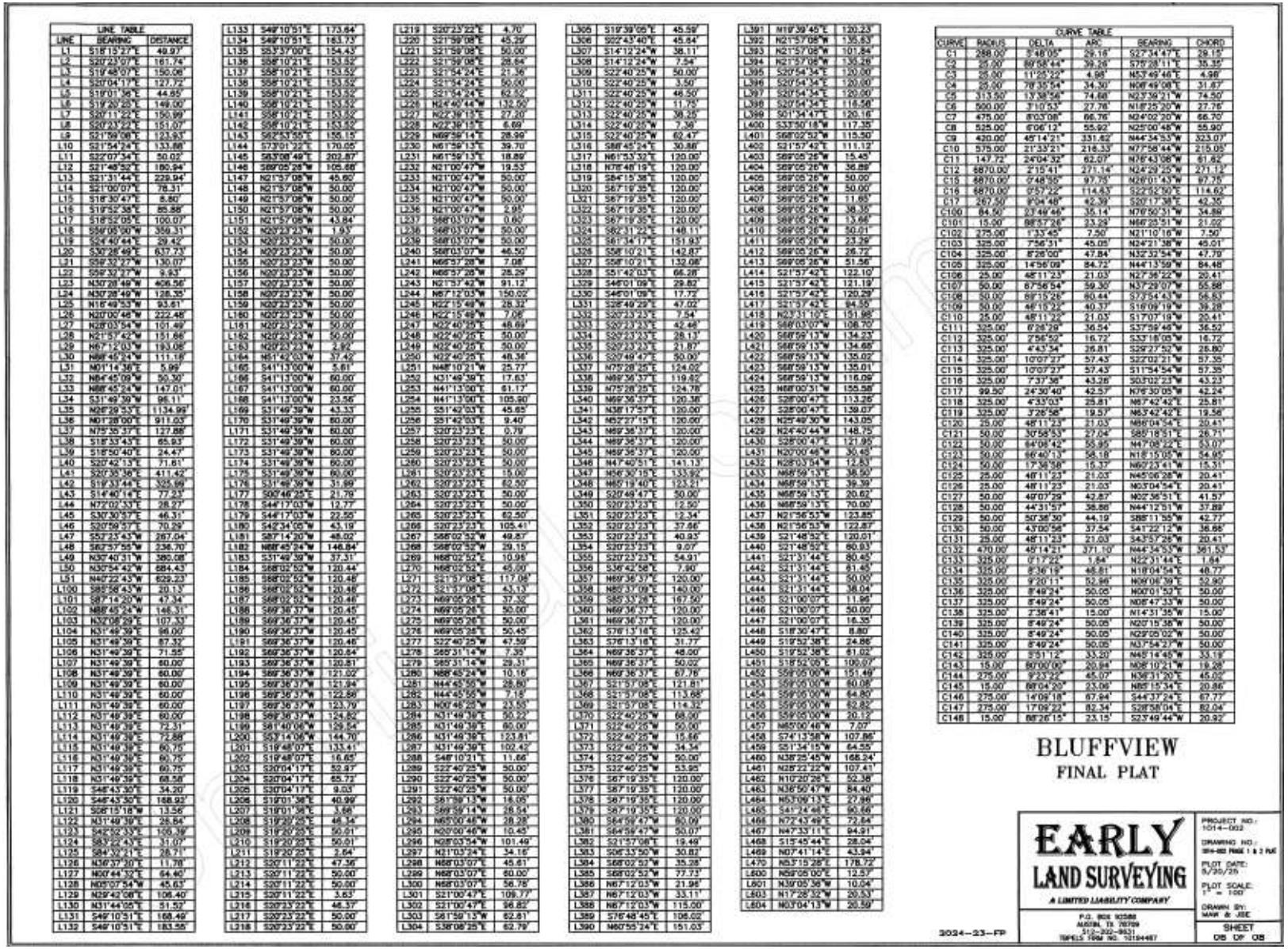

BLUFFVIEW
FINAL PLAT
P.O.B.
RIVER DOWN ROAD
(50' R.O.W. WIDTH) (K/51)
SCALE: 1" = 100'
GRAPHIC SCALE
FIELDER DRIVE
50' R.O.W. WIDTH
RIDGEMONT LANE
50' R.O.W. WIDTH
BLUFF EDGE LANE
50' R.O.W. WIDTH
FALLEN TREE COVE
50' R.O.W. WIDTH
BENT TREE DRIVE
50' R.O.W. WIDTH
BENT TREE DRIVE
(50' R.O.W. WIDTH) (K/51)
SOUTHWEST BYPASS
(RIGHT-OF-WAY WIDTH VARIES)
(2015051094462)
(2015051152723)
(2015051152724)
ACCESS PERMITTED UNDERNEATH SOUTHWEST BYPASS (2021134533)
ACCESS DENIED (2021134533)
ACCESS TO SOUTHWEST BYPASS DENIED (2021134533)
A.C. WEST PROPERTIES, LTD (2005090431)
TX STATE PLANE COORDS.
N = 10197022.77
E = 3136001.67
LOT 1
BLOCK E
PROPOSED MULTI-FAMILY
LOT 35
FUTURE PARKLAND
BLUFFVIEW NATURAL AREA
GREENBELT AREA FOR FUTURE HIKE AND BIKE TRAIL (K/51)
GREENBELT AREA FOR FUTURE HIKE AND BIKE TRAIL AND FUTURE PARKING (K/51)
SIGHT EASEMENT DETAILS A & B
SIGHT EASEMENT DETAILS C & D
NOT TO SCALE
C.E.F./KARST FEATURE
C.E.F./KARST SETBACK
PARKLAND BLOCK D
BLOCK A
BLOCK C
BLOCK D
BLOCK E
LOT 22, BLOCK F, RESUBDIVISION OF RIVERVIEW ESTATES (K/51)
LOT 8, BLOCK L RESUBDIVISION OF RIVERVIEW ESTATES (K/51)
TRAIL EASE. DEDICATED BY PLAT
PROJECT NO.: 1014-002
DRAWING NO.:
PLOT DATE: 5/20/25
PLOT SCALE: 1" = 100'
DRAWN BY: MAW & JBE
SHEET
EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY
P.O. BOX 92588
AUSTIN, TX 78709



Unofficial Document



Unofficial Document



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S18°15'27"E	49.97'
L2	S20°23'07"E	161.74'
L3	S19°48'01"E	150.08'
L4	S20°04'17"E	127.72'
L5	S19°01'39"E	44.85'
L6	S19°20'25"E	149.00'
L7	S20°11'22"E	150.99'
L8	S20°23'22"E	151.07'
L9	S21°59'08"E	123.93'
L10	S21°54'24"E	133.88'
L11	S22°07'34"E	50.02'
L12	S21°48'52"E	180.94'
L13	S21°31'44"E	229.94'
L14	S21°00'07"E	78.31'
L15	S18°30'47"E	8.80'
L16	S19°52'38"E	85.88'
L17	S18°52'05"E	100.07'
L18	S89°05'00"W	359.31'
L19	S24°40'44"E	29.42'
L20	S30°28'49"E	637.73'
L21	S89°32'27"W	130.07'
L22	S89°32'27"W	9.83'
L23	N30°28'49"W	406.56'
L24	N30°28'49"W	128.35'
L25	N16°49'53"W	93.61'
L26	N20°00'48"W	222.48'
L27	N28°03'54"W	101.49'
L28	N21°57'42"W	151.66'
L29	N67°12'03"W	193.08'
L30	N89°45'24"W	111.18'
L31	N01°14'36"E	5.99'
L32	N84°45'09"W	50.30'
L33	N89°45'24"W	147.01'
L34	S31°49'39"W	96.11'
L35	N25°39'53"E	1134.99'
L36	N01°28'00"E	911.03'
L37	N75°35'37"E	127.88'
L38	S18°33'43"E	65.93'
L39	S18°50'40"E	24.47'
L40	S20°42'13"E	71.61'
L41	S20°35'36"E	411.42'
L42	S19°31'44"E	325.99'
L43	S14°40'14"E	77.23'
L44	N72°00'53"E	28.27'
L45	S30°30'57"E	46.31'
L46	S20°59'57"E	70.29'
L47	S52°23'43"W	287.04'
L48	S62°57'55"W	236.70'
L49	N30°40'31"W	380.08'
L50	N30°54'42"W	684.43'
L51	N40°22'43"W	629.23'
L100	S85°58'43"W	20.13'
L101	S87°14'20"W	47.34'
L102	N88°45'24"W	146.31'
L103	N32°08'29"E	107.33'
L104	N31°49'39"E	96.00'
L105	N31°49'39"E	87.32'
L106	N31°49'39"E	71.55'
L107	N31°49'39"E	60.00'
L108	N31°49'39"E	60.00'
L109	N31°49'39"E	60.00'
L110	N31°49'39"E	60.00'
L111	N31°49'39"E	60.00'
L112	N31°49'39"E	60.00'
L113	N31°49'39"E	72.31'
L114	N31°49'39"E	72.88'
L115	N31°49'39"E	60.75'
L116	N31°49'39"E	60.75'
L117	N31°49'39"E	60.75'
L118	N31°49'39"E	68.58'
L119	S46°43'30"E	34.20'
L120	S46°43'30"E	188.92'
L121	S08°15'18"W	13.56'
L122	N31°49'39"E	28.84'
L123	S42°52'33"E	100.39'
L124	S83°22'43"E	31.07'
L125	S84°32'21"E	28.71'
L126	N36°37'30"E	11.78'
L127	N00°44'32"E	64.40'
L128	N05°07'54"W	45.63'
L129	N29°42'08"E	106.40'
L130	N31°44'05"E	51.52'
L131	S49°10'51"E	168.49'
L132	S49°10'51"E	183.55'
L133	S49°10'51"E	173.84'
L134	S49°10'51"E	161.73'
L135	S53°37'00"E	154.43'
L136	S58°10'21"E	153.52'
L137	S58°10'21"E	153.52'
L138	S58°10'21"E	153.52'
L139	S58°10'21"E	153.52'
L140	S58°10'21"E	153.52'
L141	S58°10'21"E	153.52'
L142	S58°10'21"E	153.52'
L143	S62°53'55"E	155.15'
L144	S73°01'22"E	170.05'
L145	S63°08'49"E	202.87'
L146	S89°05'28"W	105.66'
L147	N21°57'08"W	45.60'
L148	N21°57'08"W	50.00'
L149	N21°57'08"W	50.00'
L150	N21°57'08"W	50.00'
L151	N21°57'08"W	43.84'
L152	N29°23'23"W	1.93'
L153	N29°23'23"W	50.00'
L154	N29°23'23"W	50.00'
L155	N29°23'23"W	50.00'
L156	N29°23'23"W	50.00'
L157	N29°23'23"W	50.00'
L158	N29°23'23"W	50.00'
L159	N29°23'23"W	50.00'
L160	N29°23'23"W	50.00'
L161	N29°23'23"W	50.00'
L162	N29°23'23"W	50.00'
L163	N29°23'23"W	2.82'
L164	N51°42'03"W	37.42'
L165	S41°13'00"W	5.61'
L166	S41°13'00"W	60.00'
L167	S41°13'00"W	60.00'
L168	S41°13'00"W	23.56'
L169	S31°49'39"W	43.33'
L170	S31°49'39"W	60.00'
L171	S31°49'39"W	60.00'
L172	S31°49'39"W	60.00'
L173	S31°49'39"W	60.00'
L174	S31°49'39"W	60.00'
L175	S31°49'39"W	60.00'
L176	S31°49'39"W	31.89'
L177	S05°46'25"E	21.70'
L178	S44°17'03"W	12.77'
L179	S44°17'03"W	22.55'
L180	S42°34'05"W	43.19'
L181	S87°14'20"W	48.02'
L182	N88°45'24"W	146.84'
L183	S31°49'39"W	37.31'
L184	S68°02'52"W	120.44'
L185	S68°02'52"W	120.46'
L186	S68°02'52"W	120.46'
L187	S68°02'52"W	120.46'
L188	S69°36'37"W	120.45'
L189	S69°36'37"W	120.45'
L190	S69°36'37"W	120.46'
L191	S69°36'37"W	120.64'
L192	S69°36'37"W	120.64'
L193	S69°36'37"W	120.81'
L194	S69°36'37"W	121.02'
L195	S69°36'37"W	121.94'
L196	S69°36'37"W	122.56'
L197	S69°36'37"W	123.79'
L198	S69°36'37"W	124.60'
L199	S31°49'39"E	124.54'
L200	S31°14'06"W	144.70'
L201	S19°48'07"E	133.41'
L202	S19°48'07"E	16.65'
L203	S20°04'17"E	52.97'
L204	S20°04'17"E	65.72'
L205	S20°04'17"E	9.03'
L206	S19°01'39"E	40.99'
L207	S19°01'39"E	3.66'
L208	S19°20'25"E	48.34'
L209	S19°20'25"E	50.01'
L210	S19°20'25"E	50.01'
L211	S19°20'25"E	2.64'
L212	S20°11'22"E	47.36'
L213	S20°11'22"E	50.00'
L214	S20°11'22"E	50.00'
L215	S20°11'22"E	3.63'
L216	S20°23'22"E	46.37'
L217	S20°23'22"E	50.00'
L218	S20°23'22"E	50.00'
L219	S20°23'22"E	4.70'
L220	S21°59'08"E	45.29'
L221	S21°59'08"E	50.00'
L222	S21°59'08"E	28.64'
L223	S21°54'24"E	21.36'
L224	S21°54'24"E	50.00'
L225	S21°54'24"E	62.52'
L226	N24°40'44"W	132.50'
L227	N22°38'13"E	27.20'
L228	N22°38'13"E	6.69'
L229	N69°59'14"E	28.99'
L230	N61°59'13"E	39.70'
L231	N61°59'13"E	18.89'
L232	N21°00'47"W	19.53'
L233	N21°00'47"W	50.00'
L234	N21°00'47"W	50.00'
L235	N21°00'47"W	50.00'
L236	N21°00'47"W	2.95'
L237	S68°03'07"W	0.60'
L238	S68°03'07"W	50.00'
L239	S68°03'07"W	50.00'
L240	S68°03'07"W	46.50'
L241	N66°57'28"W	7.08'
L242	N66°57'28"W	28.29'
L243	N21°57'42"W	91.12'
L244	N67°12'03"W	150.02'
L245	N21°57'42"W	28.32'
L246	N22°15'49"W	7.06'
L247	N22°40'25"E	48.69'
L248	N22°40'25"E	50.00'
L249	N22°40'25"E	50.00'
L250	N22°40'25"E	48.36'
L251	N48°10'21"W	25.77'
L252	N31°49'39"E	17.63'
L253	N41°13'00"E	61.17'
L254	N41°13'00"E	105.80'
L255	S51°42'03"E	45.65'
L256	S51°42'03"E	9.40'
L257	S20°23'23"E	0.79'
L258	S20°23'23"E	50.00'
L259	S20°23'23"E	50.00'
L260	S20°23'23"E	50.00'
L261	S20°23'23"E	15.00'
L262	S20°23'23"E	62.50'
L263	S20°23'23"E	50.00'
L264	S20°23'23"E	50.00'
L265	S20°23'23"E	62.50'
L266	S20°23'23"E	105.41'
L267	S68°02'52"W	49.87'
L268	S68°02'52"W	29.15'
L269	N68°02'52"E	10.98'
L270	N68°02'52"E	45.00'
L271	S21°57'08"E	117.08'
L272	S21°31'08"E	43.13'
L273	N69°05'26"E	37.32'
L274	N69°05'26"E	50.00'
L275	N69°05'26"E	50.00'
L276	N69°05'26"E	50.45'
L277	S22°40'25"W	47.59'
L278	S65°31'14"W	7.35'
L279	S65°31'14"W	29.31'
L280	N88°45'24"W	10.16'
L281	N44°45'55"W	28.80'
L282	N44°45'55"W	7.18'
L283	N00°46'25"W	21.82'
L284	N31°49'39"E	50.22'
L285	N31°49'39"E	60.00'
L286	N31°49'39"E	123.81'
L287	N31°49'39"E	102.42'
L288	S48°10'21"E	11.66'
L289	S22°40'25"W	50.00'
L290	S22°40'25"W	50.00'
L291	S22°40'25"W	50.00'
L292	S61°59'13"W	18.05'
L293	S69°59'14"W	28.54'
L294	N65°00'46"W	28.28'
L295	N20°00'46"W	10.45'
L296	N28°03'54"W	101.49'
L297	N21°03'24"E	34.16'
L298	N68°03'07"E	45.61'
L299	N68°03'07"E	60.00'
L300	N68°03'07"E	56.78'
L301	S21°00'47"E	109.77'
L302	S21°00'47"E	96.82'
L303	S61°59'13"W	62.61'
L304	S38°08'25"E	62.79'
L305	S19°39'05"E	45.59'
L306	S02°43'40"E	45.84'
L307	S14°12'24"W	38.11'
L308	S14°12'24"W	7.54'
L309	S22°40'25"W	50.00'
L310	S22°40'25"W	3.50'
L311	S22°40'25"W	46.50'
L312	S22°40'25"W	11.75'
L313	S22°40'25"W	38.25'
L314	S22°40'25"W	7.36'
L315	S22°40'25"W	62.47'
L316	S88°45'24"E	30.88'
L317	N61°53'32"E	120.00'
L318	N78°48'19"E	120.00'
L319	S84°15'38"E	120.00'
L320	S67°19'35"E	120.00'
L321	S67°19'35"E	120.00'
L322	S67°19'35"E	120.00'
L323	S67°19'35"E	120.00'
L324	S62°31'22"E	148.11'
L325	S61°34'17"E	151.93'
L326	S58°10'21"E	142.87'
L327	S58°10'21"E	132.08'
L328	S51°42'03"E	66.28'
L329	S46°01'09"E	29.82'
L330	S46°01'09"E	17.72'
L331	S28°49'39"E	47.02'
L332	S20°23'23"E	7.54'
L333	S20°23'23"E	42.46'
L334	S20°23'23"E	28.13'
L335	S20°23'23"E	21.87'
L336	S20°49'47"E	50.00'
L337	N75°28'25"E	124.02'
L338	N69°36'37"E	119.62'
L339	N75°28'25"E	124.78'
L340	N69°36'37"E	120.38'
L341	N38°17'57"E	120.00'
L342	N52°27'15"E	120.00'
L343	N69°36'37"E	120.00'
L344	N69°36'37"E	120.00'
L345	N69°36'37"E	120.00'
L346	N47°40'51"E	141.13'
L347	N36°30'15"E	133.92'
L348	N65°19'40"E	123.61'
L349	S20°49'47"E	50.00'
L350	S20°23'23"E	12.50'
L351	S20°23'23"E	12.34'
L352	S20°23'23"E	37.66'
L353	S20°23'23"E	40.93'
L354	S20°23'23"E	9.07'
L355	S20°23'23"E	54.91'
L356	S36°42'58"E	7.90'
L357	N69°36'37"E	120.00'
L358	N69°37'09"E	140.00'
L359	S85°33'28"E	167.50'
L360	N69°36'37"E	120.00'
L361	N69°36'37"E	120.00'
L362	S76°13'18"E	125.42'
L363	S76°13'18"E	31.77'
L364	N69°36'37"E	48.00'
L365	N69°36'37"E	50.02'
L366	N69°36'37"E	67.76'
L367	S21°57'08"E	121.81'
L368	S21°57'08"E	113.68'
L369	S21°57'08"E	114.32'
L370	S22°40'25"W	68.00'
L371	S22°40'25"W	50.00'
L372	S22°40'25"W	15.86'
L373	S22°40'25"W	34.14'
L374	S22°40'25"W	50.00'
L375	S22°40'25"W	53.95'
L376	S67°19'35"E	120.00'
L377	S67°19'35"E	120.00'
L378	S67°19'35"E	120.00'
L379	S67°19'35"E	120.00'
L380	S64°39'47"W	80.00'
L381	S64°39'47"W	50.07'
L382	S21°57'08"E	19.49'
L383	S06°33'50"W	30.82'
L384	S68°02'52"W	35.28'
L385	S68°02'52"W	77.73'
L386	N67°12'03"W	21.96'
L387	N67°12'03"W	33.11'
L388	N67°12'03"W	115.00'
L389	S76°48'45"E	106.02'
L390	N60°55'24"E	151.03'
L391	N19°39'45"E	120.23'
L392	N21°57'08"W	135.63'
L393	N21°57'08"W	101.84'
L394	N21°57'08"W	136.26'
L395	S20°54'32"E	120.00'
L396	S20°54'32"E	120.00'
L397	S20°54'32"E	120.00'
L398	S20°54'32"E	118.58'
L399	S01°54'47"E	120.16'
L400	S33°50'18"W	117.35'
L401	S68°02'52"W	115.50'
L402	S21°57'42"E	111.12'
L403	S89°05'26"W	15.45'
L404	S89°05'26"W	36.88'
L405	S89°05'26"W	50.00'
L406	S89°05'26"W	50.00'
L407	S89°05'26"W	11.65'
L408	S89°05'26"W	38.35'
L409	S89°05'26"W	13.66'
L410	S89°05'26"W	50.01'
L411	S89°05'26"W	23.29'
L412	S89°05'26"W	26.72'
L413	S89°05'26"W	51.56'
L414	S21°57'42"E	122.10'
L415	S21°57'42"E	121.19'
L416	S21°57'42"E	120.00'
L417	S21°57'42"E	94.55'
L418	N23°31'10"E	151.98'
L419	S68°03'07"W	108.70'
L420	S68°59'13"W	134.23'
L421	S68°59'13"W	134.68'
L422	S68°59'13"W	135.02'
L423	S68°59'13"W	135.01'
L424	S68°59'13"W	116.09'
L425	N68°00'31"W	155.58'
L426	S28°00'47"E	113.26'
L427	S28°00'47"E	139.07'
L428	N25°49'30"W	143.05'
L429	N24°40'44"W	148.75'
L430	S28°00'47"E	121.95'
L431	N20°00'46"W	30.48'
L432	N28°03'54"W	12.83'
L433	N68°59'13"E	38.50'
L434	N68°59'13"E	39.39'
L435	N68°59'13"E	20.62'
L436	N68°59'13"E	70.00'
L437	N21°56'53"W	123.85'
L438	N21°56'53"W	122.87'
L439	S21°48'52"E	120.01'
L440	S21°48'52"E	60.93'
L441	S21°31'44"E	80.45'
L442	S21°31'44"E	61.45'
L443	S21°31'44"E	50.05'
L444	S21°31'44"E	38.04'
L445	S21°00'07"E	11.96'
L446	S21°00'07"E	50.00'
L447	S21°00'07"E	18.35'
L448	S18°30'47"E	8.80'
L449	S19°52'38"E	24.86'
L450	S19°52'38"E	61.02'
L451	S18°52'05"E	100.07'
L452	S89°05'00"W	151.49'
L453	S89°05'00"W	80.08'
L454	S89°05'00"W	64.80'
L455	S89°05'00"W	62.82'
L456	S89°05'00"W	20.12'
L457	N85°00'46"W	7.07'
L458	S74°13'58"W	107.86'
L459	S51°34'15"W	64.55'
L460	N38°25'45"W	168.24'
L461	N28°22'22"W	107.41'
L462	N10°20'28"E	52.38'
L463	N36°50'47"W	84.40'
L464	N53°09'13"E	27.96'
L465	S41°24'46"E	90.66'
L466	N72°43'49"E	72.84'
L467	N47°33'11"E	94.91'
L468	S15°45'44"E	28.04'
L469	N07°41'14"E	43.94'
L470	N53°15'28"E	178.72'
L600	N59°05'00"E	12.57'
L601	N39°05'36"W	10.04'
L603	N17°28'32"W	20.53'
L604	N03°04'13"W	20.59'

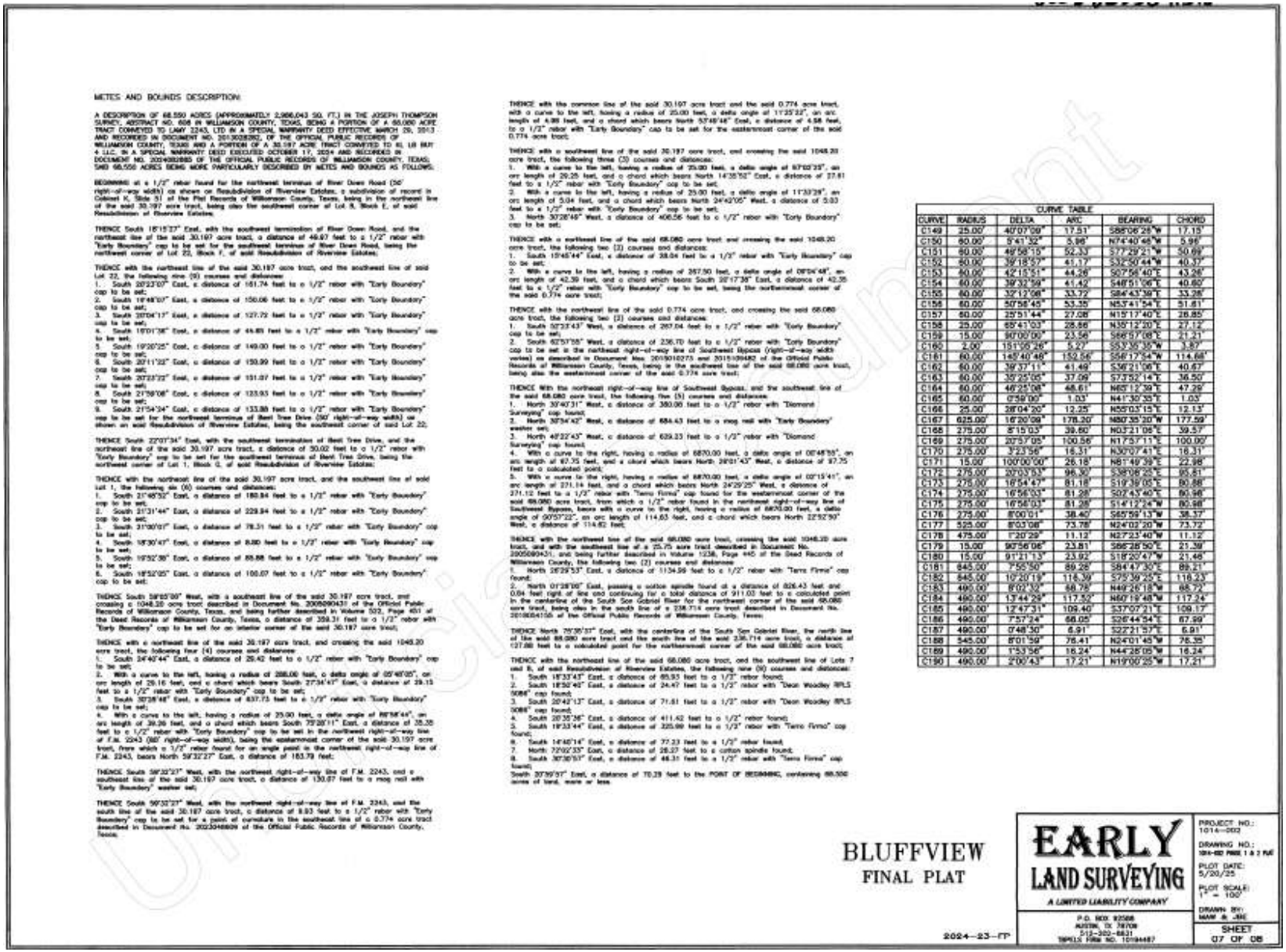
CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	288.00'	5°48'05"	29.16'	S22°34'47"E	29.15'
C2	25.00'	89°58'44"	39.26'	S75°08'11"E	35.35'
C3	25.00'	11°00'22"	4.98'	N53°49'46"E	4.98'
C4	25.00'	78°35'54"	34.30'	N06°49'08"E	31.67'
C5	313.50'	13°38'56"	74.66'	N23°39'21"W	74.50'
C6	500.00'	3°10'53"	27.78'	N16°25'20"W	27.78'
C7	475.00'	8°03'08"	66.76'	N24°02'20"W	66.70'
C8	525.00'	6°06'12"	55.90'	N25°00'46"W	55.90'
C9	430.00'	45°14'21"	331.82'	N44°54'53"W	323.07'
C10	575.00'	21°33'21"	216.33'	N17°58'44"W	215.05'
C11	147.72'	24°04'32"	62.07'	N16°43'08"W	61.62'
C12	6870.00'	2°15'41"	271.14'	N24°29'25"W	271.12'
C15	6870.00'	0°48'55"	97.75'	N26°01'43"W	97.75'
C16	6870.00'	0°57'22"	114.63'	S22°52'50"E	114.62'
C17	267.50'	9°04'48"	42.39'	S20°17'38"E	42.35'
C100	84.50'	23°49'46"	35.14'	N76°50'31"W	34.88'
C101	15.00'	88°57'26"	23.29'	N66°20'51"W	21.02'
C102	275.00'	1°33'45"	7.50'	N21°10'16"W	7.50'
C103	325.00'	7°56'31"	45.05'	N24°21'38"W	45.01'
C104	325.00'	8°26'00"	47.84'	N32°32'54"W	47.79'
C105	325.00'	14°56'09"	84.72'	N44°13'59"W	84.48'
C106	25.00'	48°11'23"	21.03'	N27°36'22"W	20.41'
C107	50.00'	87°56'54"	39.30'	N37°29'07"W	55.88'
C108	50.00'	89°15'26"	80.44'	S73°54'43"W	56.83'
C109	50.00'	46°10'23"	40.37'	S16°09'19"W	39.28'
C110	25.00'	48°11'23"	21.03'	S17°07'19"W	20.41'
C111	325.00'	6°26'29"	36.54'	S37°59'48"W	36.52'
C112	325.00'	2°56'52"	16.72'	S33°18'05"W	16.72'
C113	325.00'	4°43'54"	26.81'	S29°27'52"W	26.80'
C114	325.00'	10°07'27"	57.43'	S22°02'21"W	57.35'
C115	325.00'	10°07'27"	57.43'	S11°54'54"W	57.35'
C116	325.00'	7°37'36"	43.26'	S03°02'23"W	43.23'
C117	99.50'	24°30'40"	42.57'	N06°30'05"W	42.24'
C118	325.00'	4°33'03"	25.81'	N87°42'42"E	25.81'
C119	325.00'	3°26'58"	19.57'	N83°42'42"E	19.56'
C120	25.00'	48°11'23"	21.03'	N66°04'54"E	20.41'
C121	50.00'	30°58'53"	27.04'	S85°18'51"E	26.71'
C122	50.00'	64°08'42"	55.95'	N47°08'22"E	53.07'
C123	50.00'	66°40'13"	58.18'	N18°15'05"W	54.95'
C124	50.00'	17°36'58"	15.37'	N60°23'41"W	15.31'
C125	25.00'	48°11'23"	21.03'	N45°06'28"W	20.41'
C126	25.00'	48°11'23"	21.03'	N03°04'54"E	20.41'
C127	50.00'	49°07'29"	42.87'	N02°36'51"E	41.57'
C128	50.00'	44°31'57"	38.86'	N44°12'51"W	37.88'
C129	50.00'	50°38'30"	44.19'	S85°11'35"W	42.77'
C130	50.00'	4°30'56"	37.54'	S41°22'12"W	36.66'
C131	25.00'	48°11'23"	21.03'	S43°57'28"W	20.41'
C132	470.00'	45°14'21"	371.10'	N44°54'53"W	361.53'
C133	325.00'	0°11'26"	1.04'	N22°31'44"E	1.04'
C134	325.00'	8°36'19"	48.81'	N18°04'54"E	48.77'
C135	325.00'	9°20'11"	52.96'	N09°06'39"E	52.90'
C136	325.00'	8°49'24"	50.05'	N00°01'52"E	50.00'
C137	325.00'	8°49'24"	50.05'	N08°47'33"W	50.00'
C138	325.00'	2°36'41"	15.00'	N14°31'35"W	15.00'
C139	325.00'	8°49'24"	50.05'	N20°15'38"W	50.00'
C140	325.00'	8°49'24"	50.05'	N29°05'02"W	50.00'
C141	325.00'	8°49'24"	50.05'	N37°54'27"W	50.00'
C142	325.00'	3°51'12"	33.20'	N45°14'45"W	33.19'
C143	15.00'	90°00'00"	20.94'	N08°10'21"W	19.28'
C144	275.00'	9°23'22"	45.07'	N38°31'20"E	45.02'
C145	15.00'	88°04'20"	23.06'	N85°15'34"E	20.86'
C146	275.00'	14°09'18"	67.94'	S44°37'24"E	67.77'
C147	275.00'	17°09'22"	82.34'	S28°58'04"E	82.04'
C148	15.00'	88°26'15"	23.15'	S23°49'44"W	20.92'

BLUFFVIEW
FINAL PLAT

2024-23-FP

EARLY LAND SURVEYING
A LIMITED LIABILITY COMPANY
P.O. BOX 93588
AUSTIN, TX 78709
512-292-9531
TBPELS FIRM NO. 10194467

PROJECT NO.: 1014-002
DRAWING NO.: 1014-002 Page 1 & 2 PLAT
PLOT DATE: 5/30/25
PLOT SCALE: 1" = 100'
DRAWN BY: MAW & JSE
SHEET 05 OF 05



METES AND BOUNDS DESCRIPTION:

A DESCRIPTION OF 68.550 ACRES (APPROXIMATELY 2,986,043 SQ. FT.) IN THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 66.080 ACRE TRACT CONVEYED TO LANY 2243, LTD IN A SPECIAL WARRANTY DEED EFFECTIVE MARCH 29, 2013 AND RECORDED IN DOCUMENT NO. 2013032852, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND A PORTION OF A 30.197 ACRE TRACT CONVEYED TO KL LB BUT 4 LLC, IN A SPECIAL WARRANTY DEED EXECUTED OCTOBER 17, 2024 AND RECORDED IN DOCUMENT NO. 2024082885 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 68.550 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the northwest terminus of River Down Road (50' right-of-way width) as shown on Resubdivision of Riverview Estates, a subdivision of record in Cabinet K, Slide 51 of the Plat Records of Williamson County, Texas, being in the northeast line of the said 30.197 acre tract, being also the southwest corner of Lot 8, Block E, of said Resubdivision of Riverview Estates;

THENCE South 15°15'37" East, with the southwest termination of River Down Road, and the northeast line of the said 30.197 acre tract, a distance of 49.97 feet to a 1/2" rebar with "Early Boundary" cap to be set for the southwest terminus of River Down Road, being the northwest corner of Lot 22, Block F, of said Resubdivision of Riverview Estates;

THENCE with the northeast line of the said 30.197 acre tract, and the southwest line of said Lot 22, the following nine (9) courses and distances:
1. South 20°23'07" East, a distance of 161.74 feet to a 1/2" rebar with "Early Boundary" cap to be set;
2. South 19°48'07" East, a distance of 150.06 feet to a 1/2" rebar with "Early Boundary" cap to be set;
3. South 25°04'17" East, a distance of 127.72 feet to a 1/2" rebar with "Early Boundary" cap to be set;
4. South 18°01'38" East, a distance of 44.85 feet to a 1/2" rebar with "Early Boundary" cap to be set;
5. South 19°20'25" East, a distance of 149.00 feet to a 1/2" rebar with "Early Boundary" cap to be set;
6. South 20°11'22" East, a distance of 150.99 feet to a 1/2" rebar with "Early Boundary" cap to be set;
7. South 20°23'22" East, a distance of 151.07 feet to a 1/2" rebar with "Early Boundary" cap to be set;
8. South 21°38'08" East, a distance of 123.93 feet to a 1/2" rebar with "Early Boundary" cap to be set;
9. South 21°54'24" East, a distance of 133.88 feet to a 1/2" rebar with "Early Boundary" cap to be set for the northwest terminus of Bent Tree Drive (50' right-of-way width) as shown on said Resubdivision of Riverview Estates, being the southwest corner of said Lot 22;

THENCE South 22°01'34" East, with the southwest termination of Bent Tree Drive, and the northeast line of the said 30.197 acre tract, a distance of 50.02 feet to a 1/2" rebar with "Early Boundary" cap to be set for the southwest terminus of Bent Tree Drive, being the northwest corner of Lot 1, Block G, of said Resubdivision of Riverview Estates;

THENCE with the northeast line of the said 30.197 acre tract, and the southwest line of said Lot 1, the following six (6) courses and distances:
1. South 21°48'52" East, a distance of 180.84 feet to a 1/2" rebar with "Early Boundary" cap to be set;
2. South 21°31'44" East, a distance of 229.84 feet to a 1/2" rebar with "Early Boundary" cap to be set;
3. South 21°00'01" East, a distance of 78.31 feet to a 1/2" rebar with "Early Boundary" cap to be set;
4. South 18°30'47" East, a distance of 8.80 feet to a 1/2" rebar with "Early Boundary" cap to be set;
5. South 19°52'38" East, a distance of 85.88 feet to a 1/2" rebar with "Early Boundary" cap to be set;
6. South 18°52'05" East, a distance of 100.07 feet to a 1/2" rebar with "Early Boundary" cap to be set;

THENCE South 28°52'09" West, with a southeast line of the said 30.197 acre tract, and crossing a 1048.20 acre tract described in Document No. 2005090431 of the Official Public Records of Williamson County, Texas, and being further described in Volume 502, Page 401 of the Deed Records of Williamson County, Texas, a distance of 258.31 feet to a 1/2" rebar with "Early Boundary" cap to be set for an interior corner of the said 30.197 acre tract;

THENCE with a northeast line of the said 30.197 acre tract, and crossing the said 1048.20 acre tract, the following four (4) courses and distances:
1. South 24°40'44" East, a distance of 25.42 feet to a 1/2" rebar with "Early Boundary" cap to be set;
2. With a curve to the left, having a radius of 288.00 feet, a delta angle of 05°46'05", an arc length of 29.16 feet, and a chord which bears South 27°34'47" East, a distance of 29.15 feet to a 1/2" rebar with "Early Boundary" cap to be set;
3. South 30°28'48" East, a distance of 837.73 feet to a 1/2" rebar with "Early Boundary" cap to be set;
4. With a curve to the left, having a radius of 25.00 feet, a delta angle of 88°58'44", an arc length of 38.26 feet, and a chord which bears South 75°20'11" East, a distance of 38.38 feet to a 1/2" rebar with "Early Boundary" cap to be set in the northwest right-of-way line of F.M. 2243 (80' right-of-way width), being the easternmost corner of the said 30.197 acre tract, from which a 1/2" rebar found for an angle point in the northwest right-of-way line of F.M. 2243, bears North 59°32'27" East, a distance of 183.79 feet;

THENCE South 59°32'27" West, with the northwest right-of-way line of F.M. 2243, and a southeast line of the said 30.197 acre tract, a distance of 130.67 feet to a mag nail with "Early Boundary" washer set;

THENCE South 59°32'27" West, with the northwest right-of-way line of F.M. 2243, and the south line of the said 30.197 acre tract, a distance of 8.83 feet to a 1/2" rebar with "Early Boundary" cap to be set for a point of curvature in the southeast line of a 0.774 acre tract described in Document No. 2023048809 of the Official Public Records of Williamson County, Texas;

THENCE with the common line of the said 30.197 acre tract and the said 0.774 acre tract, with a curve to the left, having a radius of 25.00 feet, a delta angle of 11°25'22", an arc length of 4.98 feet, and a chord which bears North 53°48'46" East, a distance of 4.98 feet, to a 1/2" rebar with "Early Boundary" cap to be set for the easternmost corner of the said 0.774 acre tract;

THENCE with a southwest line of the said 30.197 acre tract, and crossing the said 1048.20 acre tract, the following three (3) courses and distances:
1. With a curve to the left, having a radius of 25.00 feet, a delta angle of 67°02'23", an arc length of 29.25 feet, and a chord which bears North 14°38'52" East, a distance of 27.61 feet to a 1/2" rebar with "Early Boundary" cap to be set;
2. With a curve to the left, having a radius of 25.00 feet, a delta angle of 11°30'28", an arc length of 5.04 feet, and a chord which bears North 24°42'05" West, a distance of 5.03 feet to a 1/2" rebar with "Early Boundary" cap to be set;
3. North 30°28'48" West, a distance of 406.56 feet to a 1/2" rebar with "Early Boundary" cap to be set;

THENCE with a northeast line of the said 66.080 acre tract and crossing the said 1048.20 acre tract, the following two (2) courses and distances:
1. South 15°45'44" East, a distance of 38.04 feet to a 1/2" rebar with "Early Boundary" cap to be set;
2. With a curve to the left, having a radius of 267.50 feet, a delta angle of 09°04'48", an arc length of 42.39 feet, and a chord which bears South 20°17'38" East, a distance of 42.35 feet to a 1/2" rebar with "Early Boundary" cap to be set, being the northernmost corner of the said 0.774 acre tract;

THENCE with the northeast line of the said 0.774 acre tract, and crossing the said 66.080 acre tract, the following two (2) courses and distances:
1. South 50°33'43" West, a distance of 267.04 feet to a 1/2" rebar with "Early Boundary" cap to be set;
2. South 62°57'55" West, a distance of 236.70 feet to a 1/2" rebar with "Early Boundary" cap to be set in the northeast right-of-way line of Southwest Bypass (right-of-way width varies) as described in Document Nos. 2019010273 and 2015109482 of the Official Public Records of Williamson County, Texas, being in the southwest line of the said 66.080 acre tract, being also the westernmost corner of the said 0.774 acre tract;

THENCE With the northeast right-of-way line of Southwest Bypass, and the southwest line of the said 66.080 acre tract, the following five (5) courses and distances:
1. North 37°40'31" West, a distance of 380.06 feet to a 1/2" rebar with "Diamond Surveying" cap found;
2. North 30°54'42" West, a distance of 684.43 feet to a mag nail with "Early Boundary" washer set;
3. North 48°22'43" West, a distance of 629.33 feet to a 1/2" rebar with "Diamond Surveying" cap found;
4. With a curve to the right, having a radius of 6870.00 feet, a delta angle of 00°48'55", an arc length of 97.75 feet, and a chord which bears North 29°01'43" West, a distance of 97.75 feet to a calculated point;
5. With a curve to the right, having a radius of 6870.00 feet, a delta angle of 02°15'41", an arc length of 271.14 feet, and a chord which bears North 24°29'25" West, a distance of 271.12 feet to a 1/2" rebar with "Terra Firma" cap found for the easternmost corner of the said 68.080 acre tract, from which a 1/2" rebar found in the northwest right-of-way line of Southwest Bypass, bears with a curve to the right, having a radius of 6870.00 feet, a delta angle of 00°57'22", an arc length of 114.63 feet, and a chord which bears North 22°52'50" West, a distance of 114.62 feet;

THENCE with the northwest line of the said 68.080 acre tract, crossing the said 1048.20 acre tract, and with the southeast line of a 25.75 acre tract described in Document No. 2005090431, and being further described in Volume 1238, Page 445 of the Deed Records of Williamson County, the following two (2) courses and distances:
1. North 26°29'53" East, a distance of 1134.99 feet to a 1/2" rebar with "Terra Firma" cap found;
2. North 01°28'05" East, passing a cotton spindle found at a distance of 626.43 feet and 0.64 feet right of line and continuing for a total distance of 911.03 feet to a calculated point in the centerline of the South San Gabriel River for the northwest corner of the said 68.080 acre tract, being also in the south line of a 238.714 acre tract described in Document No. 2018054105 of the Official Public Records of Williamson County, Texas;

THENCE North 75°36'37" East, with the centerline of the South San Gabriel River, the north line of the said 68.080 acre tract and the south line of the said 238.714 acre tract, a distance of 127.88 feet to a calculated point for the northernmost corner of the said 68.080 acre tract;

THENCE with the northeast line of the said 68.080 acre tract, and the southwest line of Lots 7 and 8, of said Resubdivision of Riverview Estates, the following nine (9) courses and distances:
1. South 18°33'43" East, a distance of 85.93 feet to a 1/2" rebar found;
2. South 18°50'40" East, a distance of 24.47 feet to a 1/2" rebar with "Dean Woodley RPLS 5084" cap found;
3. South 20°42'13" East, a distance of 71.61 feet to a 1/2" rebar with "Dean Woodley RPLS 5084" cap found;
4. South 20°35'26" East, a distance of 411.42 feet to a 1/2" rebar found;
5. South 19°33'44" East, a distance of 225.99 feet to a 1/2" rebar with "Terra Firma" cap found;
6. South 14°40'14" East, a distance of 77.23 feet to a 1/2" rebar found;
7. North 72°02'35" East, a distance of 28.27 feet to a cotton spindle found;
8. South 30°36'57" East, a distance of 46.31 feet to a 1/2" rebar with "Terra Firma" cap found;

South 30°39'37" East, a distance of 70.29 feet to the POINT OF BEGINNING, containing 68.550 acres of land, more or less.

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C149	25.00'	40°07'09"	17.51'	S85°06'28"W	17.15'
C150	60.00'	5°41'32"	5.96'	N74°40'48"W	5.96'
C151	60.00'	49°58'15"	52.33'	S77°29'21"W	50.69'
C152	60.00'	39°18'57"	41.17'	S32°50'44"W	40.37'
C153	60.00'	42°15'51"	44.26'	S07°56'40"E	43.26'
C154	60.00'	39°32'59"	41.42'	S48°51'06"E	40.60'
C155	60.00'	32°12'08"	33.72'	S84°43'39"E	33.28'
C156	60.00'	50°58'45"	53.35'	N53°41'54"E	51.61'
C157	60.00'	25°51'44"	27.08'	N15°17'40"E	26.85'
C158	25.00'	69°41'03"	28.66'	N35°12'20"E	27.12'
C159	15.00'	90°00'00"	23.56'	S66°57'08"E	21.21'
C160	2.00'	151°05'26"	5.27'	S52°35'35"W	3.87'
C161	60.00'	149°40'48"	152.56'	S56°17'54"W	114.68'
C162	60.00'	39°37'11"	41.49'	S36°21'06"E	40.67'
C163	60.00'	35°25'05"	37.09'	S73°52'14"E	36.50'
C164	60.00'	46°25'08"	48.61'	N65°12'39"E	47.29'
C165	60.00'	0°59'00"	1.03'	N41°30'35"E	1.03'
C166	25.00'	28°04'20"	12.25'	N55°03'15"E	12.13'
C167	625.00'	16°20'09"	178.20'	N80°35'20"W	177.59'
C168	275.00'	8°15'03"	39.60'	N03°21'06"E	39.57'
C169	275.00'	20°57'05"	100.56'	N17°57'11"E	100.00'
C170	275.00'	3°23'56"	16.31'	N30°07'41"E	16.31'
C171	15.00'	100°00'00"	26.18'	N81°49'39"E	22.98'
C172	275.00'	20°03'53"	96.30'	S38°08'25"E	95.81'
C173	275.00'	18°54'47"	81.18'	S19°38'05"E	80.86'
C174	275.00'	18°56'03"	81.28'	S02°43'40"E	80.96'
C175	275.00'	18°56'03"	81.28'	S14°12'24"W	80.96'
C176	275.00'	8°00'01"	38.40'	S65°59'13"W	38.37'
C177	525.00'	8°03'08"	73.78'	N24°02'20"W	73.72'
C178	475.00'	1°20'29"	11.12'	N27°23'40"W	11.12'
C179	15.00'	90°56'06"	23.81'	S66°28'50"E	21.39'
C180	15.00'	91°31'13"	23.92'	S18°20'47"W	21.46'
C181	845.00'	7°55'50"	89.28'	S84°47'30"E	89.21'
C182	845.00'	10°20'19"	118.39'	S75°39'25"E	118.23'
C183	495.00'	8°02'32"	68.78'	N49°26'18"W	68.72'
C184	495.00'	13°44'29"	117.52'	N60°19'48"W	117.24'
C185	495.00'	12°47'31"	109.40'	S37°07'21"E	109.17'
C186	495.00'	7°57'24"	68.05'	S26°44'54"E	67.99'
C187	495.00'	0°48'30"	6.91'	S22°31'57"E	6.91'
C188	545.00'	8°01'59"	76.41'	N24°01'45"W	76.35'
C189	495.00'	1°53'56"	16.24'	N44°28'05"W	16.24'
C190	495.00'	2°00'43"	17.21'	N19°00'25"W	17.21'

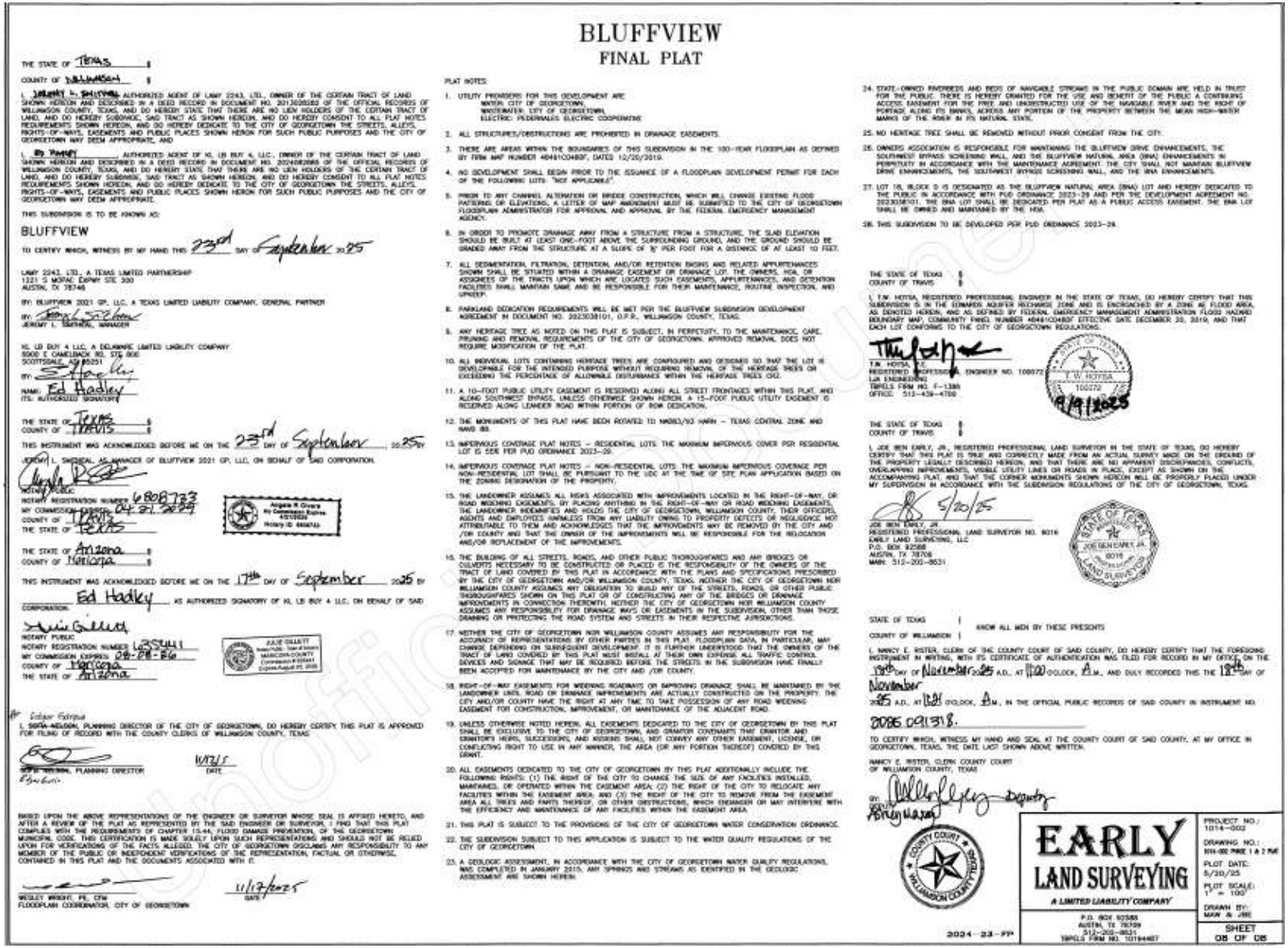
BLUFFVIEW
FINAL PLAT

2024-23-FP

EARLY LAND SURVEYING
A LIMITED LIABILITY COMPANY
P.O. BOX 92088
AUSTIN, TX 78709
512-302-6631
TBPELS FIRM NO. 10194487

PROJECT NO.: 1014-002
DRAWING NO.: 1014-002 PAGE 1 & 2 PLAT
PLOT DATE: 5/20/25
PLOT SCALE: 1" = 100'
DRAWN BY: MAW & JAE
SHEET 07 OF 08

Unofficial Document



BLUFFVIEW
FINAL PLAT

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, JEREMY L. SHEDIVAL, AUTHORIZED AGENT OF LAMY 2243, LTD., OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORD IN DOCUMENT NO. 2013038583 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE, SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTES REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS-OF-WAYS, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AND THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE, AND

I, Ed Hadley, AUTHORIZED AGENT OF KI, LB BUY 4, LLC., OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORD IN DOCUMENT NO. 2024082885 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE, SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTES REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS-OF-WAYS, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AND THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE.

THIS SUBDIVISION IS TO BE KNOWN AS:

BLUFFVIEW

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 23rd DAY OF September 2025

LAMY 2243, LTD., A TEXAS LIMITED PARTNERSHIP
1221 S MOPAC EXPWY STE 330
AUSTIN, TX 78746

BY: BLUFFVIEW 2021 GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER
BY: JEREMY L. SHEDIVAL, MANAGER

KI, LB BUY 4 LLC, A DELAWARE LIMITED LIABILITY COMPANY
8000 E CAMELBACK RD, STE 800
SCOTTSDALE, AZ 85251
BY:
NAME: Ed Hadley
ITS: AUTHORIZED SIGNATORY

THE STATE OF Texas §
COUNTY OF Travis §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 23rd DAY OF September, 2025 BY JEREMY L. SHEDIVAL, AS MANAGER OF BLUFFVIEW 2021 GP, LLC, ON BEHALF OF SAID CORPORATION.

NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 6808723
MY COMMISSION EXPIRES 04-21-2029
COUNTY OF Travis
THE STATE OF Texas

Angela R. Givens
My Commission Expires
4/21/2029
Notary ID 6808723

THE STATE OF Arizona §
COUNTY OF Maricopa §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 17th DAY OF September, 2025 BY Ed Hadley AS AUTHORIZED SIGNATORY OF KI, LB BUY 4 LLC, ON BEHALF OF SAID CORPORATION.

NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 623411
MY COMMISSION EXPIRES 08-28-26
COUNTY OF Maricopa
THE STATE OF Arizona

JULIE GILLETT
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 623411
Expires August 28, 2026

I, Sofia Nelson, PLANNING DIRECTOR OF THE CITY OF GEORGETOWN, DO HEREBY CERTIFY THIS PLAT IS APPROVED FOR FILING OF RECORD WITH THE COUNTY CLERKS OF WILLIAMSON COUNTY, TEXAS.

SOFIA NELSON, PLANNING DIRECTOR — DATE 11/7/25

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 15.44, FLOOD DAMAGE PREVENTION, OF THE GEORGETOWN MUNICIPAL CODE. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE CITY OF GEORGETOWN DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC OR INDEPENDENT VERIFICATIONS OF THE REPRESENTATION, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

WESLEY WRIGHT, PE, CFM — DATE 11/7/2025
FLOODPLAIN COORDINATOR, CITY OF GEORGETOWN

PLAT NOTES:

1. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
   WATER: CITY OF GEORGETOWN
   WASTEWATER: CITY OF GEORGETOWN
   ELECTRIC: PEDERNALES ELECTRIC COOPERATIVE
2. ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED IN DRAINAGE EASEMENTS.
3. THERE ARE AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FEMA MAP NUMBER 48491C0480F, DATED 12/20/2019.
4. NO DEVELOPMENT SHALL BEGIN PRIOR TO THE ISSUANCE OF A FLOODPLAIN DEVELOPMENT PERMIT FOR EACH OF THE FOLLOWING LOTS: "NOT APPLICABLE".
5. PRIOR TO ANY CHANNEL ALTERATION OR BRIDGE CONSTRUCTION, WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OF MAP AMENDMENT MUST BE SUBMITTED TO THE CITY OF GEORGETOWN FLOODPLAIN ADMINISTRATOR FOR APPROVAL AND APPROVAL BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE-FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF ½" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
7. ALL SEDIMENTATION, FILTRATION, DETENTION, AND/OR RETENTION BASINS AND RELATED APPURTENANCES SHOWN SHALL BE SITUATED WITHIN A DRAINAGE EASEMENT OR DRAINAGE LOT. THE OWNERS, HOA, OR ASSIGNEES OF THE TRACTS UPON WHICH ARE LOCATED SUCH EASEMENTS, APPURTENANCES, AND DETENTION FACILITIES SHALL MAINTAIN SAME AND BE RESPONSIBLE FOR THEIR MAINTENANCE, ROUTINE INSPECTION, AND UPKEEP.
8. PARKLAND DEDICATION REQUIREMENTS WILL BE MET PER THE BLUFFVIEW SUBDIVISION DEVELOPMENT AGREEMENT IN DOCUMENT NO. 2025038101, O.P.R., WILLIAMSON COUNTY, TEXAS.
9. ANY HERITAGE TREE AS NOTED ON THIS PLAT IS SUBJECT, IN PERPETUITY, TO THE MAINTENANCE, CARE, PRUNING AND REMOVAL REQUIREMENTS OF THE CITY OF GEORGETOWN. APPROVED REMOVAL DOES NOT REQUIRE MODIFICATION OF THE PLAT.
10. ALL INDIVIDUAL LOTS CONTAINING HERITAGE TREES ARE CONFIGURED AND DESIGNED SO THAT THE LOT IS DEVELOPABLE FOR THE INTENDED PURPOSE WITHOUT REQUIRING REMOVAL OF THE HERITAGE TREES OR EXCEEDING THE PERCENTAGE OF ALLOWABLE DISTURBANCE WITHIN THE HERITAGE TREES DED.
11. A 10-FOOT PUBLIC UTILITY EASEMENT IS RESERVED ALONG ALL STREET FRONTAGES WITHIN THIS PLAT, AND ALONG SOUTHWEST BYPASS, UNLESS OTHERWISE SHOWN HEREON. A 15-FOOT PUBLIC UTILITY EASEMENT IS RESERVED ALONG LEANDER ROAD WITHIN PORTION OF ROW DEDICATION.
12. THE MONUMENTS OF THIS PLAT HAVE BEEN ROTATED TO NAD83/93 HARN – TEXAS CENTRAL ZONE AND NAVD 88.
13. IMPERVIOUS COVERAGE PLAT NOTES – RESIDENTIAL LOTS: THE MAXIMUM IMPERVIOUS COVER PER RESIDENTIAL LOT IS 55% PER PUD ORDINANCE 2023-28.
14. IMPERVIOUS COVERAGE PLAT NOTES – NON-RESIDENTIAL LOTS: THE MAXIMUM IMPERVIOUS COVERAGE PER NON-RESIDENTIAL LOT SHALL BE PURSUANT TO THE UDC AT THE TIME OF SITE PLAN APPLICATION BASED ON THE ZONING DESIGNATION OF THE PROPERTY.
15. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY, OR ROAD WIDENING EASEMENTS, BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. THE LANDOWNER INDEMNIFIES AND HOLDS THE CITY OF GEORGETOWN, WILLIAMSON COUNTY, THEIR OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE CITY AND /OR COUNTY AND THAT THE OWNER OF THE IMPROVEMENTS WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENTS.
16. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE CITY OF GEORGETOWN AND/OR WILLIAMSON COUNTY, TEXAS. NEITHER THE CITY OF GEORGETOWN NOR WILLIAMSON COUNTY ASSUMES ANY OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. NEITHER THE CITY OF GEORGETOWN NOR WILLIAMSON COUNTY ASSUMES ANY RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS IN THEIR RESPECTIVE JURISDICTIONS.
17. NEITHER THE CITY OF GEORGETOWN NOR WILLIAMSON COUNTY ASSUMES ANY RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE CITY AND /OR COUNTY.
18. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE CITY AND/OR COUNTY HAVE THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR CONSTRUCTION, IMPROVEMENT, OR MAINTENANCE OF THE ADJACENT ROAD.
19. UNLESS OTHERWISE NOTED HEREIN, ALL EASEMENTS DEDICATED TO THE CITY OF GEORGETOWN BY THIS PLAT SHALL BE EXCLUSIVE TO THE CITY OF GEORGETOWN, AND GRANTOR COVENANTS THAT GRANTOR AND GRANTOR'S HEIRS, SUCCESSORS, AND ASSIGNS SHALL NOT CONVEY ANY OTHER EASEMENT, LICENSE, OR CONFLICTING RIGHT TO USE IN ANY MANNER, THE AREA (OR ANY PORTION THEREOF) COVERED BY THIS GRANT.
20. ALL EASEMENTS DEDICATED TO THE CITY OF GEORGETOWN BY THIS PLAT ADDITIONALLY INCLUDE THE FOLLOWING RIGHTS: (1) THE RIGHT OF THE CITY TO CHANGE THE SIZE OF ANY FACILITIES INSTALLED, MAINTAINED, OR OPERATED WITHIN THE EASEMENT AREA; (2) THE RIGHT OF THE CITY TO RELOCATE ANY FACILITIES WITHIN THE EASEMENT AREA; AND (3) THE RIGHT OF THE CITY TO REMOVE FROM THE EASEMENT AREA ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS, WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY AND MAINTENANCE OF ANY FACILITIES WITHIN THE EASEMENT AREA.
21. THIS PLAT IS SUBJECT TO THE PROVISIONS OF THE CITY OF GEORGETOWN WATER CONSERVATION ORDINANCE.
22. THE SUBDIVISION SUBJECT TO THIS APPLICATION IS SUBJECT TO THE WATER QUALITY REGULATIONS OF THE CITY OF GEORGETOWN.
23. A GEOLOGIC ASSESSMENT, IN ACCORDANCE WITH THE CITY OF GEORGETOWN WATER QUALITY REGULATIONS, WAS COMPLETED IN JANUARY 2015. ANY SPRINGS AND STREAMS AS IDENTIFIED IN THE GEOLOGIC ASSESSMENT ARE SHOWN HEREIN.
24. STATE-OWNED RIVERBEDS AND BEDS OF NAVIGABLE STREAMS IN THE PUBLIC DOMAIN ARE HELD IN TRUST FOR THE PUBLIC. THERE IS HEREBY GRANTED FOR THE USE AND BENEFIT OF THE PUBLIC A CONTINUING ACCESS EASEMENT FOR THE FREE AND UNOBSTRUCTED USE OF THE NAVIGABLE RIVER AND THE RIGHT OF PORTAGE ALONG ITS BANKS, ACROSS ANY PORTION OF THE PROPERTY BETWEEN THE MEAN HIGH-WATER MARKS OF THE RIVER IN ITS NATURAL STATE.
25. NO HERITAGE TREE SHALL BE REMOVED WITHOUT PRIOR CONSENT FROM THE CITY.
26. OWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING THE BLUFFVIEW DRIVE ENHANCEMENTS, THE SOUTHWEST BYPASS SCREENING WALL, AND THE BLUFFVIEW NATURAL AREA (BNA) ENHANCEMENTS IN PERPETUITY IN ACCORDANCE WITH THE MAINTENANCE AGREEMENT. THE CITY SHALL NOT MAINTAIN BLUFFVIEW DRIVE ENHANCEMENTS, THE SOUTHWEST BYPASS SCREENING WALL, AND THE BNA ENHANCEMENTS.
27. LOT 1R, BLOCK D IS DESIGNATED AS THE BLUFFVIEW NATURAL AREA (BNA) LOT AND HEREBY DEDICATED TO THE PUBLIC IN ACCORDANCE WITH PUD ORDINANCE 2023-28 AND PER THE DEVELOPMENT AGREEMENT NO. 2025038101. THE BNA LOT SHALL BE DEDICATED PER PLAT AS A PUBLIC ACCESS EASEMENT. THE BNA LOT SHALL BE OWNED AND MAINTAINED BY THE HOA.
28. THIS SUBDIVISION TO BE DEVELOPED PER PUD ORDINANCE 2023-28.

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

I, T.W. HOYSA, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS ENCROACHED BY A ZONE AE FLOOD AREA, AS DENOTED HEREON, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0480F EFFECTIVE DATE DECEMBER 20, 2019, AND THAT EACH LOT CONFORMS TO THE CITY OF GEORGETOWN REGULATIONS.

T.W. HOYSA, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 100072
LJA ENGINEERING
TBPELS FIRM NO. F-1386
OFFICE: 512-439-4700

T. W. HOYSA 100072 — 9/9/2025

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

I, JOE BEN EARLY, JR., REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN HEREON WILL BE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF GEORGETOWN, TEXAS.

5/20/25

JOE BEN EARLY, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6016
EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
MAIN: 512-200-8531

STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE, ON THE 18th DAY OF November 2025 A.D., AT 11:00 O'CLOCK, A.M., AND DULY RECORDED THIS THE 18th DAY OF November 2025 A.D., AT 11:31 O'CLOCK, A.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. 2025091318.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS
BY: Deputy

COUNTY COURT WILLIAMSON COUNTY TEXAS

EARLY LAND SURVEYING
A LIMITED LIABILITY COMPANY
P.O. BOX 92588
AUSTIN, TX 78709
512-200-8531
TBPELS FIRM NO. 10194407

2024-23-FP

PROJECT NO.: 1014-002
DRAWING NO.: 1014-002 PAGE 1 & 2 PLAT
PLOT DATE: 5/20/25
PLOT SCALE: 1" = 100'
DRAWN BY: MKW & JBE
SHEET 05 OF 05

Unofficial Document

EXHIBIT M – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this Exhibit:

Improvement Area #1

- Lot Type 1
- Lot Type 2
- Lot Type 3

IMPROVEMENT AREA #1 LOT TYPE 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

GEORGETOWN, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 1 PRINCIPAL ASSESSMENT: $39,098.11

As the purchaser of the real property described above, you are obligated to pay assessments to Georgetown, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Bluffview Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Georgetown. The exact amount of each annual installment will be approved each year by the Georgetown City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Georgetown.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 1

Installment Due 1/31	Principal	Interest[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Total Annual Installment Due[b]
2026	$ -	$ 1,068.68	$ (1,068.68)	$ -	$ -	$ -
2027	$ 736.57	$ 2,345.89	$ -	$ 195.49	$ 349.44	$ 3,627.39
2028	$ 779.39	$ 2,301.69	$ -	$ 191.81	$ 356.43	$ 3,629.32
2029	$ 822.22	$ 2,254.93	$ -	$ 187.91	$ 363.56	$ 3,628.62
2030	$ 865.04	$ 2,205.60	$ -	$ 183.80	$ 370.83	$ 3,625.27
2031	$ 916.43	$ 2,153.69	$ -	$ 179.47	$ 378.25	$ 3,627.84
2032	$ 967.82	$ 2,098.71	$ -	$ 174.89	$ 385.81	$ 3,627.23
2033	$ 1,019.21	$ 2,040.64	$ -	$ 170.05	$ 393.53	$ 3,623.43
2034	$ 1,079.16	$ 1,979.49	$ -	$ 164.96	$ 401.40	$ 3,625.00
2035	$ 1,139.11	$ 1,914.74	$ -	$ 159.56	$ 409.43	$ 3,622.84
2036	$ 1,207.63	$ 1,846.39	$ -	$ 153.87	$ 417.62	$ 3,625.50
2037	$ 1,276.15	$ 1,773.93	$ -	$ 147.83	$ 425.97	$ 3,623.88
2038	$ 1,353.23	$ 1,697.36	$ -	$ 141.45	$ 434.49	$ 3,626.53
2039	$ 1,430.31	$ 1,616.17	$ -	$ 134.68	$ 443.18	$ 3,624.34
2040	$ 1,515.96	$ 1,530.35	$ -	$ 127.53	$ 452.04	$ 3,625.88
2041	$ 1,601.61	$ 1,439.39	$ -	$ 119.95	$ 461.08	$ 3,622.03
2042	$ 1,695.82	$ 1,343.30	$ -	$ 111.94	$ 470.30	$ 3,621.36
2043	$ 1,798.60	$ 1,241.55	$ -	$ 103.46	$ 479.71	$ 3,623.32
2044	$ 1,909.94	$ 1,133.63	$ -	$ 94.47	$ 489.30	$ 3,627.34
2045	$ 2,021.28	$ 1,019.03	$ -	$ 84.92	$ 499.09	$ 3,624.33
2046	$ 2,141.19	$ 897.76	$ -	$ 74.81	$ 509.07	$ 3,622.83
2047	$ 2,269.66	$ 769.29	$ -	$ 64.11	$ 519.25	$ 3,622.31
2048	$ 2,406.70	$ 633.11	$ -	$ 52.76	$ 529.64	$ 3,622.20
2049	$ 2,552.30	$ 488.70	$ -	$ 40.73	$ 540.23	$ 3,621.96
2050	$ 2,715.03	$ 335.57	$ -	$ 27.96	$ 551.03	$ 3,629.59
2051	$ 2,877.76	$ 172.67	$ -	$ 14.39	$ 562.06	$ 3,626.87
Total	**$ 39,098.11**	**$ 38,302.24**	**$ (1,068.68)**	**$ 3,102.80**	**$ 11,192.73**	**$ 90,627.19**

Footnotes:

[a] Interest is calculated at a 6.00% rate for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

IMPROVEMENT AREA #1 LOT TYPE 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

GEORGETOWN, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 2 PRINCIPAL ASSESSMENT: $46,799.25

As the purchaser of the real property described above, you are obligated to pay assessments to Georgetown, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Bluffview Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Georgetown. The exact amount of each annual installment will be approved each year by the Georgetown City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Georgetown.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 2

Installment Due 1/31	Principal	Interest[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Total Annual Installment Due[b]
2026	$ -	$ 1,279.18	$ (1,279.18)	$ -	$ -	$ -
2027	$ 881.65	$ 2,807.95	$ -	$ 234.00	$ 418.27	$ 4,341.87
2028	$ 932.91	$ 2,755.06	$ -	$ 229.59	$ 426.64	$ 4,344.19
2029	$ 984.17	$ 2,699.08	$ -	$ 224.92	$ 435.17	$ 4,343.34
2030	$ 1,035.43	$ 2,640.03	$ -	$ 220.00	$ 443.87	$ 4,339.33
2031	$ 1,096.94	$ 2,577.91	$ -	$ 214.83	$ 452.75	$ 4,342.42
2032	$ 1,158.45	$ 2,512.09	$ -	$ 209.34	$ 461.81	$ 4,341.68
2033	$ 1,219.96	$ 2,442.58	$ -	$ 203.55	$ 471.04	$ 4,337.13
2034	$ 1,291.72	$ 2,369.38	$ -	$ 197.45	$ 480.46	$ 4,339.02
2035	$ 1,363.48	$ 2,291.88	$ -	$ 190.99	$ 490.07	$ 4,336.43
2036	$ 1,445.50	$ 2,210.07	$ -	$ 184.17	$ 499.87	$ 4,339.62
2037	$ 1,527.51	$ 2,123.34	$ -	$ 176.95	$ 509.87	$ 4,337.67
2038	$ 1,619.78	$ 2,031.69	$ -	$ 169.31	$ 520.07	$ 4,340.84
2039	$ 1,712.04	$ 1,934.51	$ -	$ 161.21	$ 530.47	$ 4,338.23
2040	$ 1,814.56	$ 1,831.78	$ -	$ 152.65	$ 541.08	$ 4,340.07
2041	$ 1,917.08	$ 1,722.91	$ -	$ 143.58	$ 551.90	$ 4,335.46
2042	$ 2,029.85	$ 1,607.88	$ -	$ 133.99	$ 562.94	$ 4,334.66
2043	$ 2,152.87	$ 1,486.09	$ -	$ 123.84	$ 574.20	$ 4,337.00
2044	$ 2,286.14	$ 1,356.92	$ -	$ 113.08	$ 585.68	$ 4,341.82
2045	$ 2,419.41	$ 1,219.75	$ -	$ 101.65	$ 597.39	$ 4,338.21
2046	$ 2,562.94	$ 1,074.59	$ -	$ 89.55	$ 609.34	$ 4,336.42
2047	$ 2,716.71	$ 920.81	$ -	$ 76.73	$ 621.53	$ 4,335.79
2048	$ 2,880.74	$ 757.81	$ -	$ 63.15	$ 633.96	$ 4,335.66
2049	$ 3,055.02	$ 584.96	$ -	$ 48.75	$ 646.64	$ 4,335.37
2050	$ 3,249.81	$ 401.66	$ -	$ 33.47	$ 659.57	$ 4,344.51
2051	$ 3,444.59	$ 206.68	$ -	$ 17.22	$ 672.76	$ 4,341.25
Total	**$ 46,799.25**	**$ 45,846.62**	**$ (1,279.18)**	**$ 3,713.95**	**$ 13,397.36**	**$ 108,478.00**

Footnotes:

[a] Interest is calculated at a 6.00% rate for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

IMPROVEMENT AREA #1 LOT TYPE 3 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

GEORGETOWN, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 3 PRINCIPAL ASSESSMENT: $56,277.58

As the purchaser of the real property described above, you are obligated to pay assessments to Georgetown, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Bluffview Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Georgetown. The exact amount of each annual installment will be approved each year by the Georgetown City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Georgetown.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 3

Installment Due 1/31	Principal	Interest[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Total Annual Installment Due[b]
2026	$ -	$ 1,538.26	$ (1,538.26)	$ -	$ -	$ -
2027	$ 1,060.21	$ 3,376.65	$ -	$ 281.39	$ 502.98	$ 5,221.24
2028	$ 1,121.85	$ 3,313.04	$ -	$ 276.09	$ 513.04	$ 5,224.03
2029	$ 1,183.49	$ 3,245.73	$ -	$ 270.48	$ 523.31	$ 5,223.01
2030	$ 1,245.13	$ 3,174.72	$ -	$ 264.56	$ 533.77	$ 5,218.19
2031	$ 1,319.10	$ 3,100.01	$ -	$ 258.33	$ 544.45	$ 5,221.90
2032	$ 1,393.07	$ 3,020.87	$ -	$ 251.74	$ 555.34	$ 5,221.01
2033	$ 1,467.04	$ 2,937.28	$ -	$ 244.77	$ 566.44	$ 5,215.54
2034	$ 1,553.34	$ 2,849.26	$ -	$ 237.44	$ 577.77	$ 5,217.81
2035	$ 1,639.63	$ 2,756.06	$ -	$ 229.67	$ 589.33	$ 5,214.69
2036	$ 1,738.26	$ 2,657.68	$ -	$ 221.47	$ 601.11	$ 5,218.53
2037	$ 1,836.88	$ 2,553.39	$ -	$ 212.78	$ 613.14	$ 5,216.19
2038	$ 1,947.83	$ 2,443.17	$ -	$ 203.60	$ 625.40	$ 5,220.00
2039	$ 2,058.79	$ 2,326.30	$ -	$ 193.86	$ 637.91	$ 5,216.85
2040	$ 2,182.07	$ 2,202.78	$ -	$ 183.56	$ 650.66	$ 5,219.07
2041	$ 2,305.35	$ 2,071.85	$ -	$ 172.65	$ 663.68	$ 5,213.53
2042	$ 2,440.96	$ 1,933.53	$ -	$ 161.13	$ 676.95	$ 5,212.57
2043	$ 2,588.89	$ 1,787.08	$ -	$ 148.92	$ 690.49	$ 5,215.38
2044	$ 2,749.16	$ 1,631.74	$ -	$ 135.98	$ 704.30	$ 5,221.18
2045	$ 2,909.42	$ 1,466.79	$ -	$ 122.23	$ 718.39	$ 5,216.83
2046	$ 3,082.01	$ 1,292.23	$ -	$ 107.69	$ 732.75	$ 5,214.68
2047	$ 3,266.93	$ 1,107.31	$ -	$ 92.28	$ 747.41	$ 5,213.93
2048	$ 3,464.18	$ 911.29	$ -	$ 75.94	$ 762.36	$ 5,213.77
2049	$ 3,673.76	$ 703.44	$ -	$ 58.62	$ 777.60	$ 5,213.42
2050	$ 3,907.99	$ 483.01	$ -	$ 40.25	$ 793.16	$ 5,224.41
2051	$ 4,142.23	$ 248.53	$ -	$ 20.71	$ 809.02	$ 5,220.49
Total	**$ 56,277.58**	**$ 55,132.02**	**$ (1,538.26)**	**$ 4,466.15**	**$ 16,110.75**	**$ 130,448.23**

Footnotes:

[a] Interest is calculated at a 6.00% rate for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

APPENDIX A – ENGINEER'S REPORT

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ENGINEERING REPORT
FOR
BLUFFVIEW
PUBLIC IMPROVEMENT DISTRICT
CITY OF GEORGETOWN

Prepared for:

Lamy 2243, Ltd.
1717 West 6th Street, Suite 400
Austin, Texas 78703

Prepared by:

LJA Engineering, Inc.
TBPE Firm No. F-1386
7500 Rialto Blvd., Bld. 2, Suite 100
Austin, Texas 78735
TBPE: F-1386
(512) 439-4700



November 2021
Revised
March 2026

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Appendix A – Site Location Map

Appendix B – Legal Description of Improvement Area #1

Appendix C – Public Improvement District Areas #1 and #2 & Major Improvements Exhibit

Appendix D – Engineer's Opinion of Probable Cost

Appendix E – Overall Park Improvements Exhibit

Appendix F – Overall Water and Wastewater Improvements Exhibit (2 Sheets)

Appendix G – Overall Drainage Improvements Exhibit (2 Sheets)

INTRODUCTION

The Bluffview development is located within the City of Georgetown's City Limits, Williamson County, Texas. The development is bounded on the south by Leander Road (RR 2243), Southwest Bypass on the west, Riverview Estates on the east and undeveloped property to the north. The Public Improvement District (PID) is approximately 68 acres. Attached as **Appendix A**, you will find a site location map.

This report provides documentation of the public infrastructure items proposed to be funded by the PID through issuance of bonds by the City of Georgetown.

DEVELOPMENT COST

In preparing the Engineer's opinion of probable cost (OPC), the development was divided into two areas. Area #1 includes: entry road, single-family lots, and park improvements. Area #2 includes the multi-family lots. The legal description of Improvement Area #1 is included in **Appendix B**. Please see **Appendix C** for Public Improvement District Areas #1 and #2 Exhibit. The improvements associated with the entrance road, park access road and parking are identified on **Appendix C** as Major Improvements Area. It is anticipated that this area will be constructed with the single-family (Area #1). The costs include street, sidewalks, drainage, water, and wastewater to serve Areas 1 and 2 (water quality ponds are shown in the total cost but excluded from the PID Improvements cost). A ten-foot wide shared-use path, five-foot sidewalk along the opposite side of roadway, and eight park benches are included in the entry road cost. Park Access Drive and Trail Improvements, identified in the OPC, includes a five-foot wide concrete sidewalk (from the end of the entry road to trailhead parking), park access road, park entrance parking, and an eight-foot wide concrete trail (Bluffview Trail) and drainage from the trailhead parking to the proposed South Fork San Gabriel trail. The end of the eight-foot wide trail is to end in the vicinity of the northwest boundary of the existing Lyndoch Park. It should also be noted that the eight-foot trail crosses two small tributaries, to cross those tributaries, low water crossings were included in the cost. The low water crossing included drainage pipes and concrete apron to prevent erosion. Bluffview Natural Area improvements includes a five-foot-wide concrete path from the existing River Down Road (located within the Riverview Estates) to a roadway within the proposed Bluffview single-family subdivision. Where this concrete trail ties into the single family, parallel parking for four cars has been included by widening the roadway

by five feet. Also included within the Bluffview Natural Area improvements are a bluff view concrete path which includes three park benches. To keep pedestrians safe, a wrought iron fence has been included in the park improvements. Please see **Appendix D**, for the Engineer's Opinion of Probable Cost.

DEVELOPMENT IMPROVEMENTS

Within the OPC (**Appendix D**) are street, drainage, water, wastewater, permanent restoration and temporary erosion controls. The costs are identified as follows:

Street/Park Improvements:

The street improvements include temporary erosion controls, clearing and grubbing, excavation/embankment, subgrade preparation, flexible base, Hot Mix Asphalt Concrete, curb and gutter, traffic control, concrete sidewalk/path/trail, trail low water crossing, sidewalk ramps, trail parking, Bluffview parking, street marking and signs, saw cut and tie to existing pavement, tree protection, park benches, and permanent restoration. See **Appendix E** Overall Park Improvements Exhibit. The Street/Park Improvements will be owned by Georgetown and maintained by Georgetown.

Water Improvements:

Water improvements include tie to existing 16" water line, trench safety, pressure reducing valve with box, water lines, gate valves, fire hydrants, valve casting adjustments, cast iron fittings, services, irrigation sleeves, air release valves, and automatic flush valve. See **Appendix F** for Overall Water and Wastewater Improvements Exhibit. The Water Improvements will be owned by Georgetown and maintained by Georgetown.

Wastewater Improvements:

Wastewater improvements includes an 18" wastewater line (shown as Wastewater Trunk Line in cost estimates) that will not only serve this project but future development to the west of Southwest Bypass. Other wastewater improvements include, 8" and 10" wastewater lines, trench safety, manholes, extra depth, raise manhole castings, bore with encasement, connect to existing line, and services. See **Appendix F** for Overall Water and Wastewater Improvements Exhibit. The Wastewater Improvements will be owned by Georgetown and maintained by Georgetown.

Drainage Improvements:

The drainage includes storm sewer, trench safety, manholes, junction boxes, curb inlets, grate inlets, berms, berm/swale, channel and headwall. The water quality/detention ponds, which total over a million dollars, are excluded from PID Improvements, per City's request. **Appendix G** for Overall Drainage Improvements Exhibit. The Drainage Improvements will be owned by Georgetown and maintained by Georgetown.

Contingency, Engineering and Surveying, Project Management

Included in the summary are an estimated 14% for soft costs including contingency, engineering, and project management.

LANDSCAPE IMPROVEMENTS

Included within the Area #1 (Entrance Road) we included rock wall, rock columns, entry monument and landscaping (trees/scrubs/sod).

DEVELOPMENT SCHEDULE

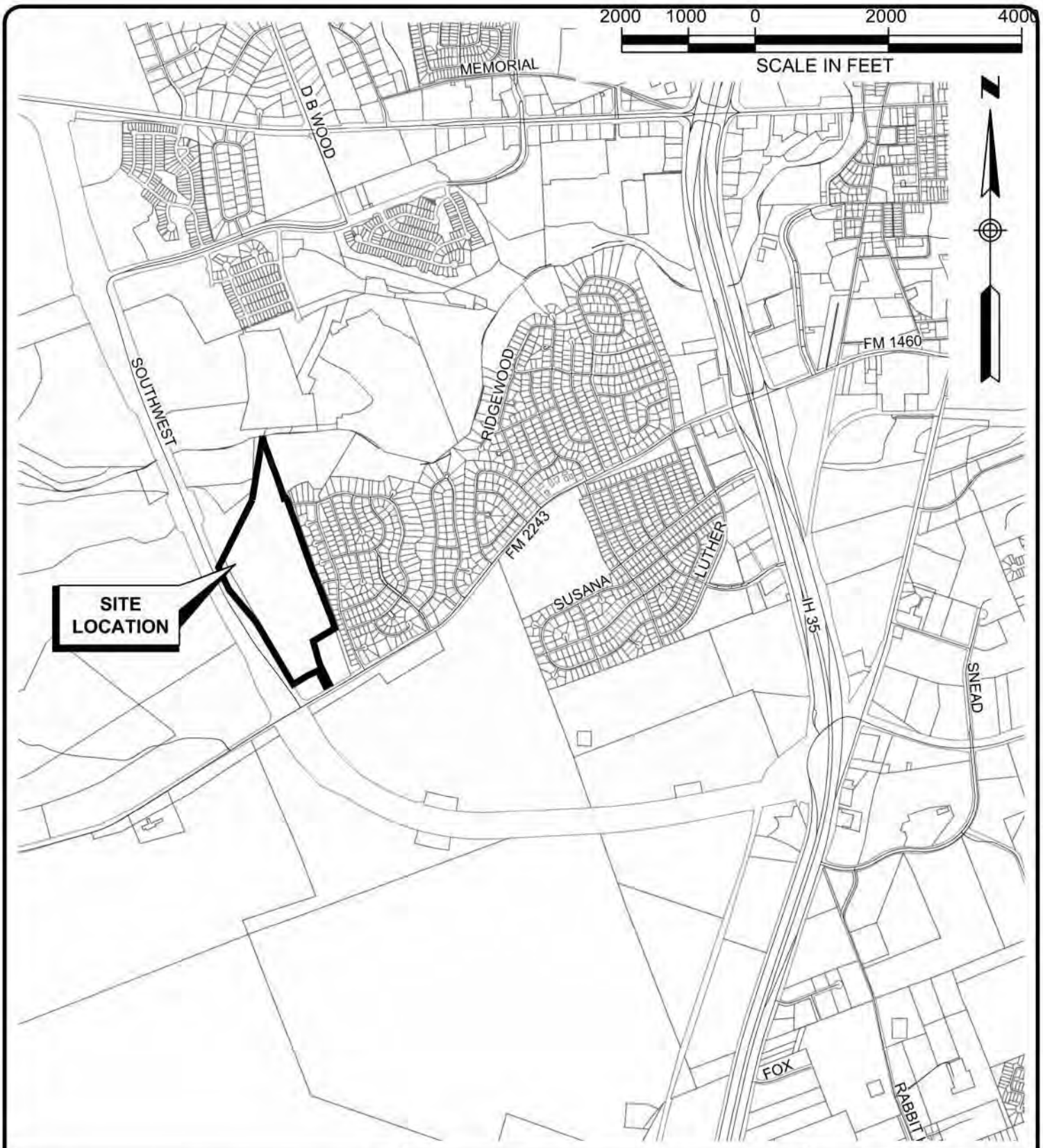
It is assumed that Area #1 will be constructed first. This will include the entry road, single-family, and the park improvements. This would include the wastewater trunk line, park access drive and parking, and the private park improvements.

Construction Stage

Construction plans for Area #1 were approved September 2024, construction started February 2025 and will be completed November 2025. Assuming Area #2 construction plans will be completed in the future.

APPENDIX A

Site Location Map



LJA Engineering, Inc.

7500 Rialto Boulevard, Building II
Suite 100
Austin, Texas 78735

Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

BLUFFVIEW

APPENDIX A

LOCATION MAP

LOC-MAP.dwg

1 OF 1

APPENDIX B

Legal Description of Improvement Area #1

EARLY LAND SURVEYING, LLC

P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

30.197 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 30.197 ACRES (APPROXIMATELY 1,315,395 SQ. FT.) IN THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 68.080 ACRE TRACT CONVEYED TO LAMY 2243, LTD IN A SPECIAL WARRANTY DEED EFFECTIVE MARCH 29, 2013 AND RECORDED IN DOCUMENT NO. 2013028282, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF A 1.248 ACRE TRACT CONVEYED TO LAMY 2243, LTD., IN A SPECIAL WARRANTY DEED EXECUTED MAY 18, 2023 AND RECORDED IN DOCUMENT NO. 2023048610 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 30.197 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the northwest terminus of River Down Road (50' right-of-way width) as shown on Resubdivision of Riverview Estates, a subdivision of record in Cabinet K, Slide 51 of the Plat Records of Williamson County, Texas, being in the northeast line of the said 68.080 acre tract, being also the southwest corner of Lot 8, Block E of said Resubdivision of Riverview Estates;

THENCE South 18°15'27" East, with the southwest termination of River Down Road and the northeast line of the said 68.080 acre tract, a distance of 49.97 feet to a calculated point for the southwest terminus of River Down Road, being the northwest corner of Lot 22, Block F of said Resubdivision of Riverview Estates;

THENCE with the northeast line of the said 68.080 acre tract and the southwest line of said Lot 22, the following courses and distances:

1. South 20°23'07" East, a distance of 161.74 feet to a calculated point;
2. South 19°48'07" East, a distance of 150.06 feet to a calculated point;
3. South 20°04'17" East, a distance of 127.72 feet to a calculated point;
4. South 19°01'36" East, a distance of 44.65 feet to a calculated point;
5. South 19°20'25" East, a distance of 149.00 feet to a calculated point;
6. South 20°11'22" East, a distance of 150.99 feet to a calculated point;
7. South 20°23'22" East, a distance of 151.07 feet to a calculated point;
8. South 21°59'08" East, a distance of 123.93 feet to a calculated point;

9. South 21°54'24" East, a distance of 133.88 feet to a calculated point for the northwest terminus of Bent Tree Drive (50' right-of-way width) as shown on said Resubdivision of Riverview Estates, being the southwest corner of said Lot 22;

THENCE South 22°07'34" East, with the southwest termination of Bent Tree Drive and the northeast line of the said 68.080 acre tract, a distance of 50.02 feet to a calculated point for the southwest terminus of Bent Tree Drive, being the northwest corner of Lot 1, Block G of said Resubdivision of Riverview Estates;

THENCE with the northeast line of the said 68.080 acre tract and the southwest line of said Lot 1, the following courses and distances:

1. South 21°48'52" East, a distance of 180.94 feet to a calculated point;
2. South 21°31'44" East, a distance of 229.94 feet to a calculated point;
3. South 21°00'07" East, a distance of 78.31 feet to a calculated point;
4. South 18°30'47" East, a distance of 8.80 feet to a calculated point;
5. South 19°52'38" East, a distance of 85.88 feet to a calculated point;
6. South 18°52'05" East, a distance of 100.07 feet to a calculated point;

THENCE South 59°05'00" West, with a southeast line of the said 68.080 acre tract and crossing a 1048.20 acre tract described in Document No. 2005090431 of the Official Public Records of Williamson County, Texas, and being further described in Volume 522, Page 451 of the Deed Records of Williamson County, Texas, a distance of 359.31 feet to a calculated point for the northeast corner of the said 1.248 acre tract;

THENCE with the northeast line of the said 1.248 acre tract and crossing the said 1048.20 acre tract, the following courses and distances:

1. South 24°40'44" East, a distance of 29.42 feet to a calculated point;
2. With a curve to the left, having a radius of 288.00 feet, a delta angle of 05°48'05", an arc length of 29.16 feet, and a chord which bears South 27°34'47" East, a distance of 29.15 feet to a calculated point;
3. South 30°28'49" East, a distance of 637.73 feet to a calculated point;
4. With a curve to the left, having a radius of 25.00 feet, a delta angle of 89°58'44", an arc length of 39.26 feet, and a chord which bears South 75°28'11" East, a distance of 35.35 feet to a calculated point in the northwest right-of-way line of F.M. 2243 (80' right-of-way width), being the easternmost corner of the said 1.248 acre tract, from which a 1/2" rebar found for an angle point in the northwest right-of-way line of F.M. 2243, bears North 59°32'27" East, a distance of 183.79 feet;

THENCE South 59°32'27" West, with the northwest right-of-way line of F.M. 2243 and the southeast line of the said 1.248 acre tract, a distance of 130.07 feet to a mag nail with "Early Boundary" washer set for the southeast corner of the said 68.080 acre tract;

THENCE South 59°32'27" West, with the northwest right-of-way line of F.M. 2243 and the south line of the said 68.080 acre tract, a distance of 9.93 feet to a calculated point for a point of curvature in the southeast line of a 0.774 acre tract described in Document No. 2023048609 of the Official Public Records of Williamson County, Texas;

THENCE crossing the said 68.080 acre tract and with the southeast line of the said 0.774 acre tract, with a curve to the left, having a radius of 25.00 feet, a delta angle of 11°25'22", an arc length of 4.98 feet, and a chord which bears North 53°49'46" East, a distance of 4.98 feet, to a calculated point for the easternmost corner of the said 0.774 acre tract, being the southernmost corner of the said 1.248 acre tract;

THENCE with the southwest line of the said 1.248 acre tract and crossing the said 1048.20 acre tract, the following courses and distances:

1. With a curve to the left, having a radius of 25.00 feet, a delta angle of 78°35'54", an arc length of 34.30 feet, and a chord which bears North 08°49'08" East, a distance of 31.67 feet to a calculated point;
2. North 30°28'49" West, a distance of 406.56 feet to a calculated point;

THENCE crossing the said 68.080 acre tract, the following courses and distances:

1. North 30°28'49" West, a distance of 128.35 feet to a calculated point;
2. With a curve to the right, having a radius of 313.50 feet, a delta angle of 13°38'56", an arc length of 74.68 feet, and a chord which bears North 23°39'21" West, a distance of 74.50 feet to a calculated point;
3. North 16°49'53" West, a distance of 93.61 feet to a calculated point;
4. With a curve to the left, having a radius of 500.00 feet, a delta angle of 03°10'53", an arc length of 27.76 feet, and a chord which bears North 18°25'20" West, a distance of 27.76 feet to a calculated point;
5. North 20°00'46" West, a distance of 222.48 feet to a calculated point;
6. With a curve to the left, having a radius of 475.00 feet, a delta angle of 08°03'08", an arc length of 66.76 feet, and a chord which bears North 24°02'20" West, a distance of 66.70 feet to a calculated point;
7. North 28°03'54" West, a distance of 101.49 feet to a calculated point;
8. With a curve to the right, having a radius of 525.00 feet, a delta angle of 06°06'12", an arc length of 55.92 feet, and a chord which bears North 25°00'48" West, a distance of 55.90 feet to a calculated point;
9. North 21°57'42" West, a distance of 151.66 feet to a calculated point;

10. With a curve to the left, having a radius of 420.00 feet, a delta angle of 45°14'21", an arc length of 331.62 feet, and a chord which bears North 44°34'53" West, a distance of 323.07 feet to a calculated point;
11. North 67°12'03" West, a distance of 193.08 feet to a calculated point;
12. With a curve to the left, having a radius of 575.00 feet, a delta angle of 21°33'21", an arc length of 216.33 feet, and a chord which bears North 77°58'44" West, a distance of 215.05 feet to a calculated point;
13. North 88°45'24" West, a distance of 101.18 feet to a calculated point;
14. North 01°14'36" East, a distance of 50.00 feet to a calculated point;
15. South 85°58'43" West, a distance of 12.49 feet to a calculated point;
16. South 87°14'20" West, a distance of 48.02 feet to a calculated point;
17. North 88°45'24" West, a distance of 146.84 feet to a calculated point;
18. With a curve to the right, having a radius of 99.50 feet, a delta angle of 24°30'40", an arc length of 42.57 feet, and a chord which bears North 76°30'05" West, a distance of 42.24 feet to a calculated point, from which a 1/2" rebar with "Diamond Surveying" cap found in the northeast right-of-way line of Southwest Bypass (right-of-way width varies) as described in Document Nos. 2015010273 and 2015109482, both of the Official Public Records of Williamson County, Texas, being in the southwest line of the said 68.080 acre tract, bears South 07°46'21" West, a distance of 203.06 feet;
19. North 31°49'39" East, a distance of 1133.23 feet to a calculated point;
20. South 46°43'30" East, a distance of 34.20 feet to a calculated point;
21. North 31°49'39" East, a distance of 26.84 feet to a calculated point;
22. South 42°52'33" East, a distance of 105.39 feet to a calculated point;
23. South 83°22'43" East, a distance of 31.07 feet to a calculated point;
24. South 84°32'21" East, a distance of 28.71 feet to a calculated point;
25. North 36°37'20" East, a distance of 11.78 feet to a calculated point;
26. North 00°44'32" East, a distance of 64.40 feet to a calculated point;
27. North 05°07'54" West, a distance of 45.63 feet to a calculated point;
28. North 29°42'08" East, a distance of 106.40 feet to a calculated point;
29. North 31°44'05" East, a distance of 51.52 feet to a calculated point in the northeast line of the said 68.080 acre tract, being in the southwest line of said Lot 8, from which a 1/2" rebar with "Terra Firma" cap found in the northeast line of the said 68.080 acre tract, being in the southwest line of said Lot 8, bears North 20°59'57" West, a distance of 7.13 feet;

THENCE South 20°59'57" East, with the northeast line of the said 68.080 acre tract and the southwest line of said Lot 8, a distance of 63.16 feet to the **POINT OF BEGINNING**, containing 30.197 acres of land, more or less.

Surveyed on the ground on June 7, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1014-002-PHASE 1 ALTA

8/7/2024

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016



All save and except the following described 1.248 acre Tract of Land as described in the Deed to Lamy 2243, LTD recorded in Document Number 2023048610 of the Official Public Records of Williamson County, Texas:

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

1.248 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 1.248 ACRES (APPROXIMATELY 54,369 SQ. FT.), IN THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 1048.20 ACRE TRACT CONVEYED TO A.C. WEIR PROPERTIES, LTD. IN A SPECIAL WARRANTY DEED EFFECTIVE JULY 20, 2005 AND RECORDED IN DOCUMENT NO. 2005090431 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN VOLUME 522, PAGE 451 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.248 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the northwest right-of-way line of F.M. 2243 (80' right-of-way width), from which a 3/8" rebar found for an angle point in the northwest right-of-way line of F.M. 2243, being the southernmost corner of Lot 1, Block G, Resubdivision of Riverview Estates, a subdivision of record in Cabinet K, Slide 51 of the Plat Records of Williamson County, Texas, bears North 59°32'27" East, a distance of 183.41 feet, then North 17°28'32" West, a distance of 20.53 feet;

THENCE South 59°32'27" West, with the northwest right-of-way line of F.M. 2243, a distance of 130.45 feet to a mag nail with "Early Boundary" washer set for an eastern corner of a 68.080 acre tract described in Document No. 2013028282 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found in the northwest right-of-way line of F.M. 2243, being the southernmost corner of the said 68.080 acre tract, bears South 59°32'27" West, a distance of 115.34 feet;

THENCE crossing the said 1048.20 acre tract and with a northeast line of the said 68.080 acre tract, a curve to the right, having a radius of 25.00 feet, a delta angle of 11°02'23", an arc length of 4.82 feet, and a chord which bears South 64°59'40" West, a distance of 4.81 feet to a calculated point, from which a 1/2" rebar found in the northeast line of the said 68.080 acre tract, bears with a curve to the right, having a radius of 25.00 feet, a delta angle of 82°51'13", an arc length of 36.15 feet, and a chord which bears North 68°03'32" West, a distance of 33.08 feet;

THENCE crossing the said 1048.20 acre tract, the following two (2) courses and distances:

1. With a curve to the left, having a radius of 25.00 feet, a delta angle of 79°02'52", an arc length of 34.49 feet, and a chord which bears North 09°02'37" East, a distance of 31.82 feet to a calculated point;

2. North 30°28'49" West, a distance of 408.02 feet to a calculated point in the northeast line of the said 68.080 acre tract, from which a 1/2" rebar found in the northeast line of the said 68.080 acre tract, bears South 15°45'44" East, a distance of 29.56 feet;

THENCE with the perimeter of the said 68.080 acre tract and crossing the said 1048.02 tract, the following two (2) courses and distances:

1. North 15°45'44" West, a distance of 297.67 feet to a 1/2" rebar with "Terra Firma" cap found;

2. North 59°05'00" East, a distance of 18.86 feet to a calculated point;

THENCE crossing the said 1048.20 acre tract, the following four (4) courses and distances:

1. South 24°40'44" East, a distance of 29.82 feet to a calculated point;

2. With a curve to the left, having a radius of 288.00 feet, a delta angle of 05°48'05", an arc length of 29.16 feet, and a chord which bears South 27°34'47" East, a distance of 29.15 feet to a calculated point;

3. South 30°28'49" East, a distance of 637.34 feet to a calculated point;

4. With a curve to the left, having a radius of 25.00 feet, a delta angle of 89°58'44", an arc length of 39.26 feet, and a chord which bears South 75°28'11" East, a distance of 35.35 feet to the **POINT OF BEGINNING**, containing 1.248 acres of land, more or less.

Surveyed on the ground on April 28, 2022.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1014-002-WEIR 2 LAMY

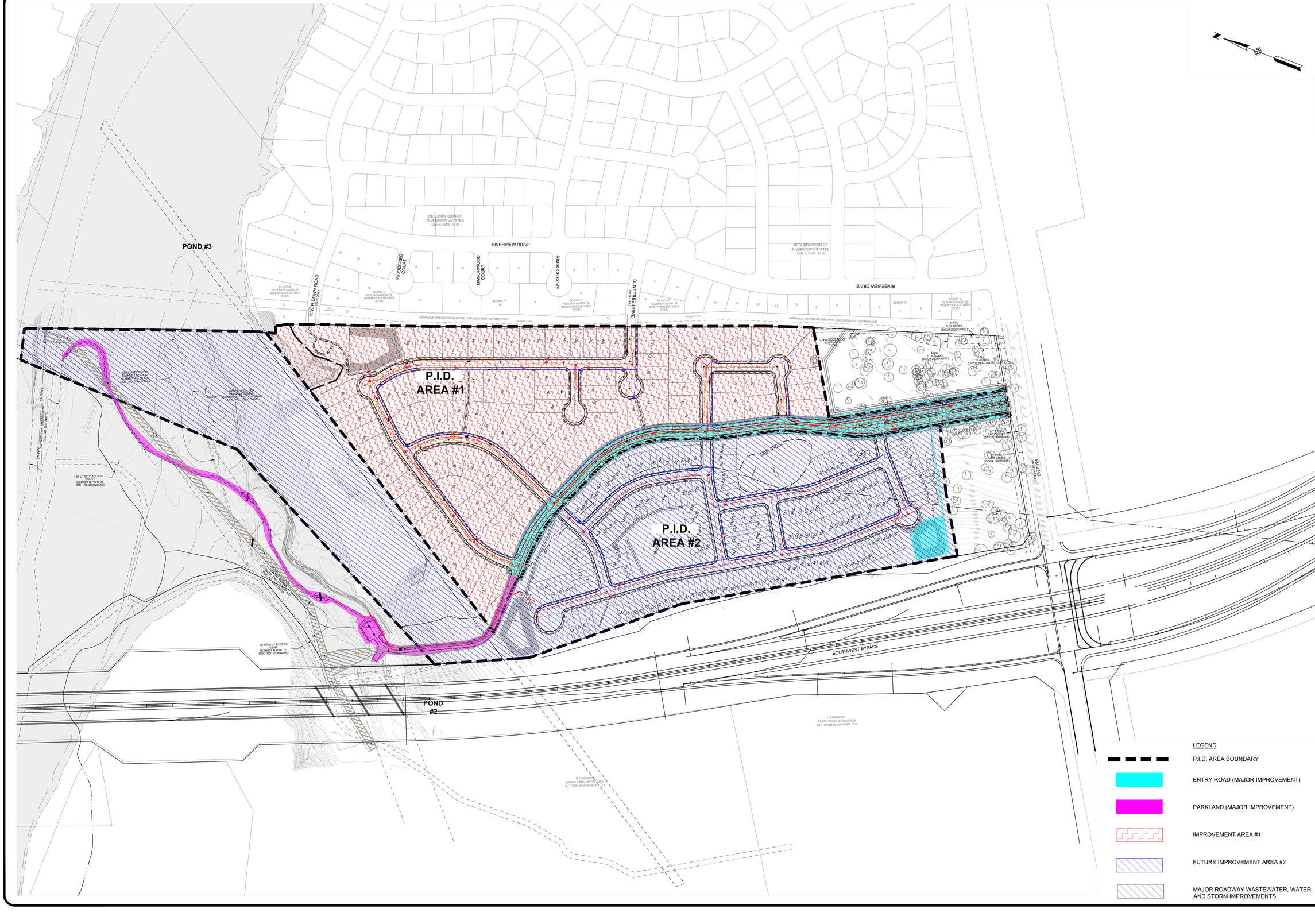
7/20/22

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016



APPENDIX C

Public Improvement District Areas #1 and #2 and Major Improvement Areas Exhibit



BLUFFVIEW
WILLIAMSON COUNTY, TX.

APPENDIX C
OVERALL IMPROVEMENTS EXHIBIT

NO.	DESCRIPTION	BY	DATE
	REVISIONS		

DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING NAME: PID MAJOR IMPROVEMENT AREA Exhibit.dwg

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LJA Engineering, Inc.
7500 Rialto Boulevard, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

JOB NUMBER: A000-000-000

SHEET NO. 1
OF 1 SHEETS

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User: rivelsvy
Last Modified: Nov. 23, 2021 - 09:43
File Name: Exhibit C-1 PID MAJOR IMPROVEMENT AREA.dwg

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BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX C
OVERALL IMPROVEMENTS EXHIBIT

NO.	DESCRIPTION	BY	DATE
	REVISIONS		

DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING SHEET: P:\...\Exhibit 1-28-20\28.dwg

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Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

JOB NUMBER: A000-000-000

SHEET NO. 1 OF 1 SHEETS

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Plot By/Time: Feb 05, 20 - 13:13
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POND #3

RIVERVIEW DRIVE

RESUBDIVISION OF RIVERVIEW ESTATES CAB. K, SLDS. 51-53

WOODCREST COURT

MANORWOOD COURT

RIMROCK COVE

BENT TREE DRIVE

RIVERVIEW DRIVE

RIVER DOWN ROAD (P.A.O.W.)

BLOCK E RESUBDIVISION OF RIVERVIEW ESTATES (VOL1)

BLOCK F RESUBDIVISION OF RIVERVIEW ESTATES (VOL1)

BLOCK 'F' 10

BLOCK G RESUBDIVISION OF RIVERVIEW ESTATES (VOL1)

BLOCK 'J' 5

REMINOLE PRESSURE GAS PIPE LINE EASEMENT & PARKLAND

LOCATION OF EXISTING WATER LINE

M.O.L. 0.55 ACRES (DOC# 2020039427)

M.O.L. 0.55 ACRES (DOC# 2020039427)

M.O.L. 11.83 ACRES (DOC# 2020039427)

M.O.L. 0.55 ACRES (DOC# 2020039427)

M.O.L. 1.49 ACRES (DOC# 1992R6440)

M.O.L. 1.49 ACRES (DOC# 1992R6440)

P.I.D. AREA #1

P.I.D. AREA #2

RESOLUTION FOR EMINENT DOMAIN (EXHIBIT A-5.08 AC) DOC. NO. 2001070581

RESOLUTION FOR EMINENT DOMAIN (EXHIBIT B-1.78 AC) DOC. NO. 2001070581

EX WWL

EASEMENT DOC. NO. 2001070581

20' UTILITY ACCESS ESMT (EXHIBIT B-PART 2) DOC. NO. 2008085852

20' UTILITY ACCESS ESMT (EXHIBIT B-PART 2) DOC. NO. 2008085852

20' UTILITY ACCESS ESMT (EXHIBIT B-PART 2) DOC. NO. 2008085852

POND #2

SOUTHWEST BYPASS

A.C. WEIR PROPERTIES, LTD PORTION OF 122.8 ACRES (2000090471)

A.C. WEIR PROPERTIES, LTD PORTION OF 122.8 ACRES (2000090471)

LEGEND

- P.I.D. AREA BOUNDARY
- ENTRY ROAD (MAJOR IMPROVEMENT)
- PARKLAND (MAJOR IMPROVEMENT)
- IMPROVEMENT AREA #1
- FUTURE IMPROVEMENT AREA #2
- MAJOR ROADWAY WASTEWATER, WATER, AND STORM IMPROVEMENTS

BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX C-1
OVERALL MAJOR IMPROVEMENTS EXHIBIT

NO.	DESCRIPTION	BY	DATE

DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING NAME: IMPROVEMENT AREA Exhibit.dwg

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PID MAJOR IMPROVEMENTS

LJA Engineering, Inc.
7500 Rialto Boulevard, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

JOB NUMBER: A000-000-000

SHEET NO. 1 OF 1 SHEETS

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Last Modified: Nov. 23, 21 - 09:43
Plot Date/Time: Nov. 23, 21 - 09:45

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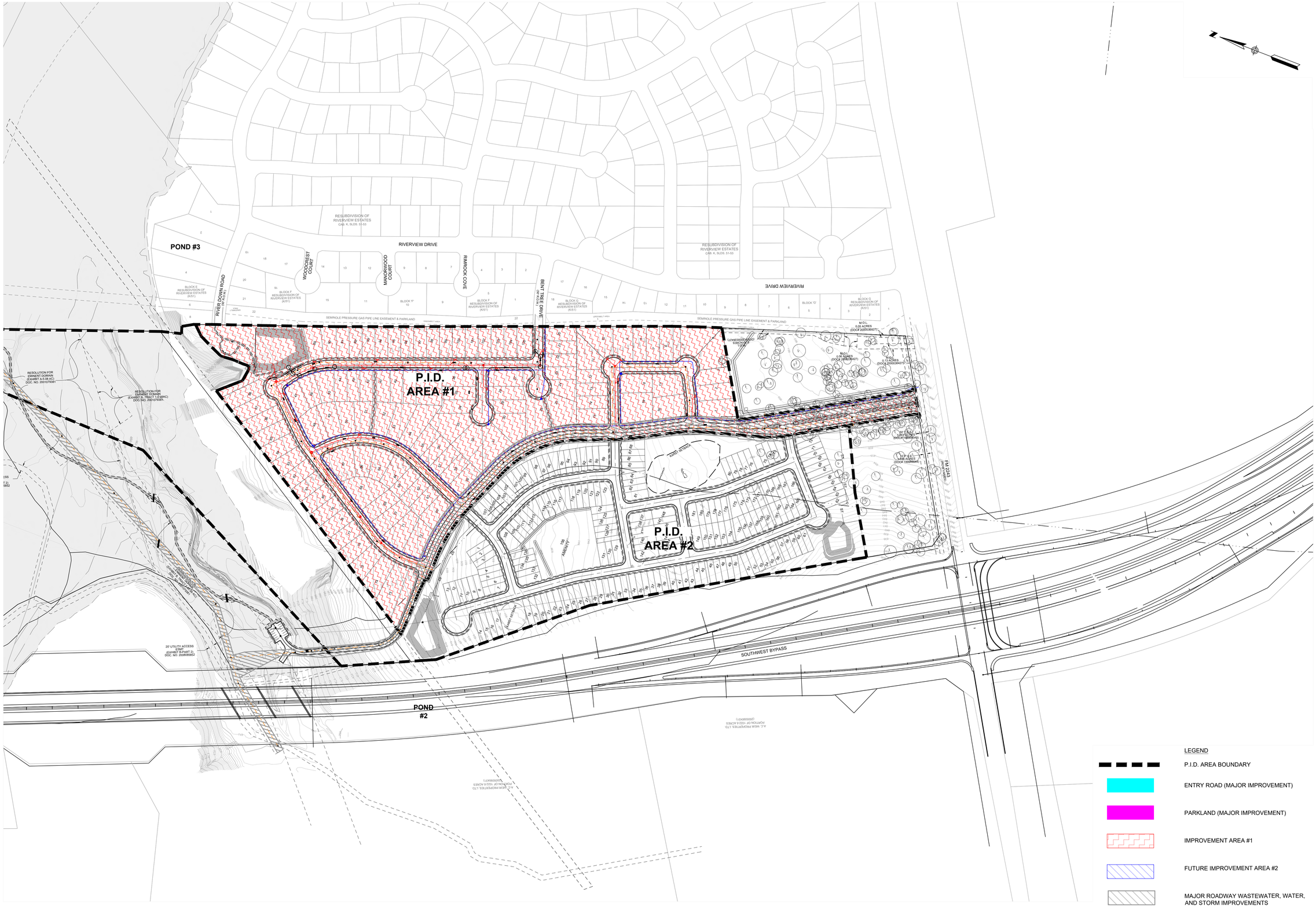

BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX C-2
OVERALL IMPROVEMENT AREA #1 EXHIBIT

NO.	DESCRIPTION	BY	DATE
	REVISIONS		

DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING NAME: P:\BLUFFVIEW\CAD\Exhibits\IA #1\P3-492-BASE_C7-20-20.dwg
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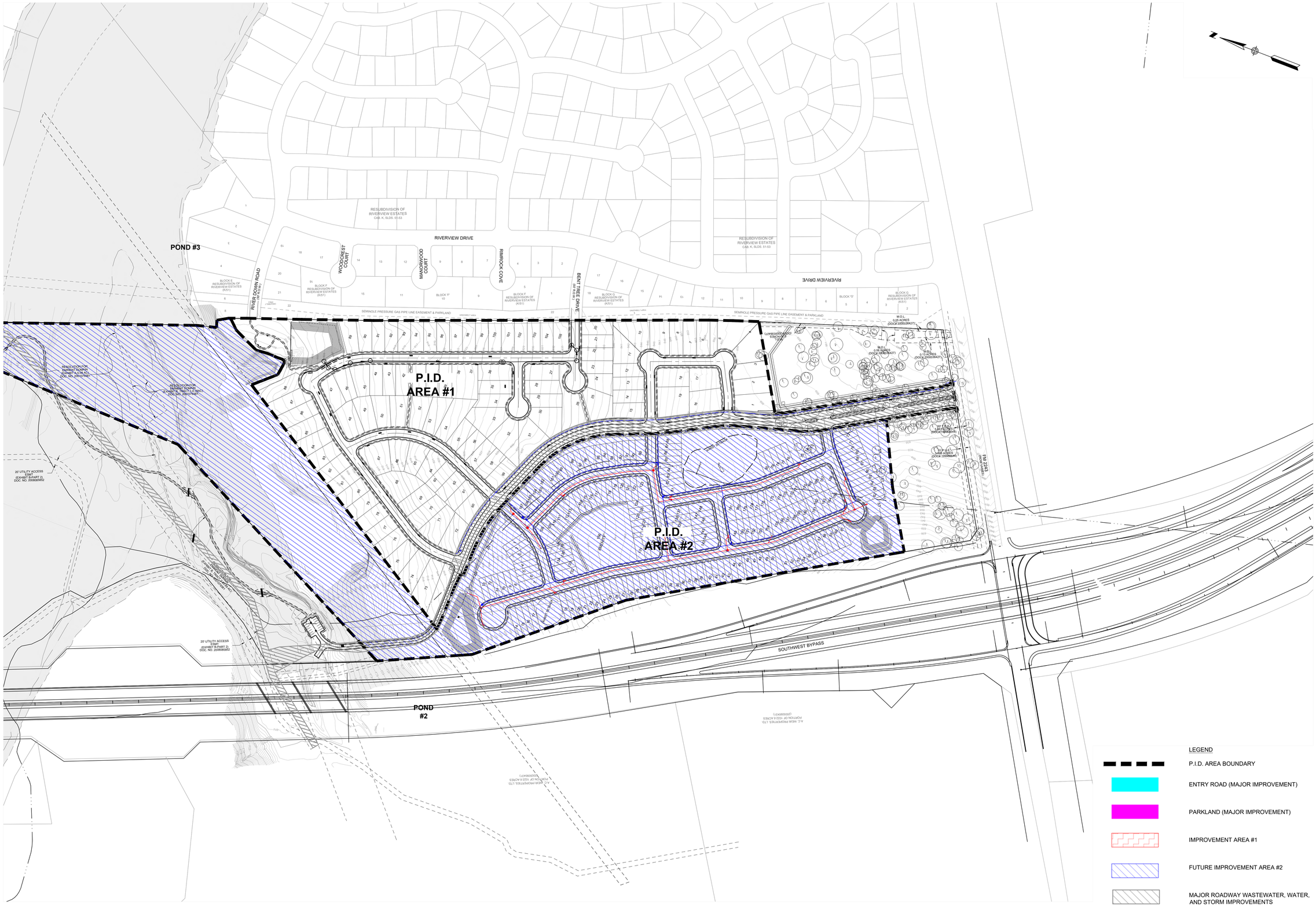

BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX C-3
OVERALL FUTURE IMPROVEMENT AREA #2 EXHIBIT

NO.	DESCRIPTION	BY	DATE

REVISIONS

DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING NAME: P:\...\Exhibits\FIA Exhibit 1-28-2026.dwg

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PID MAJOR IMPROVEMENT AREA #2

LJA Engineering, Inc.
7500 Rialto Boulevard, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

JOB NUMBER: A000-000-000

SHEET NO. 1 OF 1 SHEETS

C:\Users\rvelasy\Appdata\Local\Temp\AcPublish_5360\PID MAJOR IMPROVEMENT AREA Exhibit 1-28-2026.dwg
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Last Modified: Jan. 28, 26 - 09:15
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BLUFFVIEW
WILLIAMSON COUNTY, TX.

APPENDIX AC-4
IMPROVEMENT AREA #1 LOT SIZE EXHIBIT

REVISIONS

NO.	DESCRIPTION	BY	DATE

DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING NAME: IA EXHIBIT AREA Exhibit.dwg

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PID MAJOR IMPROVEMENT AREA #1

LJA Engineering, Inc.
7500 Rialto Boulevard, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

JOB NUMBER: A000-000-000

SHEET NO. 1 OF 1 SHEETS

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Last Modified: Jan 25, 25 - 09:55
Plot Style Table: Jan 25, 25 - 09:34
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APPENDIX D

Engineer's Opinion of Probable Cost

Project: Bluffview
Client: Riverside Resources
Date: 3/20/2026
By: T. W. Hoysa, PE

Engineering & Surveying, Inc.

Summary of Engineer's Estimate of Preliminary Cost

		IA #1	Major Improvements	IA#2	Total
Street Improvements		$1,770,638.65	$1,550,293.94	$1,067,471.50	$4,388,404.09
Drainage Improvements		$819,867.00	$2,024,280.00	$1,105,484.00	$3,949,631.00
Water Improvements		$472,695.00	$427,516.00	$666,496.00	$1,566,707.00
Wastewater Improvements		$665,385.00	$886,300.50	$566,967.00	$2,118,652.50
Landscaping		$ -	$1,160,216.00	$235,000.00	$1,395,216.00
Subtotal		$3,728,585.65	$6,048,606.44	$3,641,418.50	$13,418,610.59
Soft Costs at 14% Subtotal		$522,001.99	$846,804.90	$509,798.59	$1,878,605.48
Grand Total		$4,250,587.64	$6,895,411.34	$4,151,217.09	$15,297,216.07

Project: Bluffview
Client: Riverside Resources
Date: 3/20/2026
By: T.W. Hoysa, PE

Engineering & Surveying, Inc.

Engineer's Estimate of Preliminary Cost

			Single Family (IA #1)		Blufffview Natural Area Improvements (Major Improvements)		Park Access Drive and Trail (Major Improvements)		Entrance Road (Major Improvements)		Wastewater Trunk Line (Major Improvements)		Multi-Family (IA #2)	
STREET IMPROVEMENTS		Unit	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Quantity	Cost
P-1	Clearing and grubbing of right-of-way	AC.	12.24	$41,004.00	2810	$3,624.90	1.99	$6,264.94	3.69	$11,715.75	0	$0.00	4.9	$24,500.00
P-2	Excavation/Embanckment	S.Y.	43438	$994,517.00	582	$5,162.00	26101	$353,266.75	10462	$72,238.00	0	$0.00	23527	$282,324.00
P-3	Subgrade Preparation	S.Y.	15425	$38,562.00	0	$0.00	2476	$6,190.00	10521	$26,302.50	0	$0.00	17175	$17,175.00
P-4	8" Compacted Flexible Base Material	S.Y.	0	$0.00	0	$0.00	2476	$21,046.00	0	$0.00	0	$0.00	0	$0.00
P-5	10" Compacted Flexible Base Material	S.Y.	15425	$138,825.00	0	$0.00	0	$0.00	10521	$110,470.50	0	$0.00	17175	$274,800.00
P-6	2" Hot Mix Asphaltic Concrete	S.Y.	12893	$199,842.00	0	$0.00	1875	$29,062.50	8288	$128,464.00	0	$0.00	14141	$176,762.50
P-7	Curb and Gutter	L.F.	7570	$161,720.00	0	$0.00	1703	$34,060.00	5556	$102,786.00	0	$0.00	8055	$136,935.00
P-8	Traffic Control	LS	0	$0.00	0	$0.00	1	$5,185.00	1	$13,455.00	0	$0.00	0.4	$6,000.00
P-9	Sidewalk (including 10' Shared Use Path, 8' Trail and 5' Path)	S.F.	1945	$79,105.00	890	$32,734.00	1772	$83,284.00	3511	$167,105.00	0	$0.00	5610	$39,270.00
P-10	Sidewalk Ramps	EA.	8	$11,600.00	0	$0.00	0	$0.00	16	$25,600.00	0	$0.00	16	$24,000.00
P-11	Trail Low Water Crossing	L.S.	0	$0.00	0	$0.00	1	$11,306.00	0	$0.00	0	$0.00	0	$0.00
P-12	Street marking and signs	L.S.	1	$1,055.00	0	$0.00	1	$7,250.00	0	$0.00	0	$0.00	1	$5,000.00
P-13	Sawcut and Tie into Existing Pavement	EA.	0	$0.00	0	$0.00	0	$0.00	1	$790.00	0	$0.00	3	$3,000.00
P-14	Tree Protection	L.F.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	3000	$9,000.00
P-15	Process Topsoil (Seeding in Landscaping)	L.F.	0	$0.00	0	$0.00	1434	$1,434.00	8209	$8,209.00	0	$0.00	0	$0.00
P-16	Revegetation (Slopes Outside ROW)		0	$0.00	678	$1,186.50	5900	$10,325.00	0	$0.00	0	$0.00	0	$0.00
P-17	Mosaic Rock Retaining Wall	L.S.	0	$0.00	0	$0.00	1	$155,134.00	0	$0.00	0	$0.00	0	$0.00
P-18	Pipe Gate	E.A.	0	$0.00	0	$0.00	1	$2,750.00	0	$0.00	0	$0.00	0	$0.00
P-19	Curb Stops	E.A.	0	$0.00	0	$0.00	13	$1,950.00	0	$0.00	0	$0.00	0	$0.00
P-20	Reinforced Matting	S.Y.	0	$0.00	0	$0.00	3500	$17,500.00	0	$0.00	1000	$5,000.00	0	$0.00
P-21	Hydro-Mulch Seeding - ROW and Lots	S.Y.	17900	$31,325.00	500	$875.00	13300	$23,275.00	10500	$18,375.00	16280	$28,490.00	18250	$31,937.50
P-22	Stabilized Construction Entrance	EA.	0	$0.00	0	$0.00	0	$0.00	2	$5,630.00	0	$0.00	3	$8,445.00
P-23	Silt Fence	L.F.	3930	$12,772.50	355	$1,153.75	2940	$9,555.00	2400	$7,800.00	2100	$6,825.00	4030	$13,097.50
P-24	Rock Berm	L.F.	350	$12,250.00	0	$0.00	290	$10,150.00	240	$8,400.00	350	$12,250.00	350	$12,250.00
P-25	Curb Inlet Protection	EA.	19	$3,325.00	0	$0.00	0	$0.00	8	$1,400.00	0	$0.00	17	$2,975.00
			Subtotal	**$1,725,902.50**	**Subtotal**	**$44,736.15**	**Subtotal**	**$788,988.19**	**Subtotal**	**$708,740.75**	**Subtotal**	**$52,565.00**	**Subtotal**	**$1,067,471.50**

			Single Family (IA #1)		Blufffview Natural Area Improvements (Major Improvements)		Park Access Drive and Trail (Major Improvements)		Entrance Road (Major Improvements)		Multi-Family (IA #2)	
DRAINAGE IMPROVEMENTS		Unit	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
D-1	18" Class III reinforced concrete pipe	L.F.	352	$24,640.00	0	$0.00	0	$0.00	1210	$84,700.00	1238	$86,660.00
D-2	24" Class III reinforced concrete pipe	L.F.	823	$73,247.00	0	$0.00	275	$24,475.00	874	$77,786.00	401	$35,689.00
D-3	30" Class III reinforced concrete pipe	L.F.	1205	$148,215.00	0	$0.00	0	$0.00	1390	$170,970.00	723	$88,929.00
D-4	36" Class III reinforced concrete pipe	L.F.	155	$28,985.00	0	$0.00	0	$0.00	2270	$424,490.00	1912	$357,544.00
D-5	42" Class III reinforced concrete pipe	L.F.	0	$0.00	0	$0.00	0	$0.00	618	$155,736.00	86	$21,672.00
D-6	48" Class III reinforced concrete pipe	L.F.	665	$202,160.00	0	$0.00	0	$0.00	482	$146,528.00	807	$245,328.00
D-7	54" Class III reinforced concrete pipe	L.F.	308	$130,592.00	0	$0.00	0	$0.00	587	$248,888.00	54	$22,896.00
D-8	60" Class III reinforced concrete pipe	L.F.	70	$38,500.00	0	$0.00	0	$0.00	123	$48,585.00	0	$0.00
D-9	5' Manhole	EA.	4	$19,880.00	0	$0.00	0	$0.00	4	$16,760.00	0	$0.00
D-10	6' Manhole	EA.	1	$6,930.00	0	$0.00	0	$0.00	2	$9,940.00	0	$0.00
D-11	5'x5' Junction Box	E.A.	0	$0.00	0	$0.00	0	$0.00	2	$9,940.00	0	$0.00
D-12	6'x6' Junction Box	E.A.	0	$0.00	0	$0.00	0	$0.00	10	$63,450.00	0	$0.00
D-13	7'x7' Junction Box	EA.	1	$11,575.00	0	$0.00	0	$0.00	11	$127,325.00	4	$46,300.00
D-14	8'x8' Junction Box	EA.	1	$14,070.00	0	$0.00	0	$0.00	1	$14,070.00	0	$0.00
D-15	10' Type I curb inlet	EA.	19	$106,495.00	0	$0.00	0	$0.00	0	$0.00	17	$95,285.00
D-16	10' Type I curb inlet	E.A.	0	$0.00	0	$0.00	0	$0.00	41	$229,805.00	0	$0.00
D-17	15' Type I curb inlet	EA.	1	$11,000.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
D-18	4'x4' Area Inlet	E.A.	0	$0.00	0	$0.00	0	$0.00	1	$4,755.00	0	$0.00
D-19	4'x4' Grate Inlet	E.A.	0	$0.00	0	$0.00	2	$9,450.00	0	$0.00	0	$0.00
D-20	Grate Type 1 Inlet	EA.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	10	$55,000.00
D-21	Berm	L.F.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
D-22	24" Headwall	E.A.	0	$0.00	0	$0.00	0	$0.00	1	$2,555.00	0	$0.00
D-23	Dual 24" Headwall	E.A.	0	$0.00	0	$0.00	0	$0.00	5	$18,875.00	0	$0.00
D-24	36" Headwall	E.A.	0	$0.00	0	$0.00	0	$0.00	2	$7,950.00	0	$0.00
D-25	48" Headwall	E.A.	0	$0.00	0	$0.00	0	$0.00	1	$6,500.00	1	$15,000.00
D-26	54" Headwall	E.A.	0	$0.00	0	$0.00	0	$0.00	1	$6,765.00	0	$0.00
D-27	60" Headwall	E.A.	0	$0.00	0	$0.00	0	$0.00	1	$8,615.00	0	$0.00
D-28	Channel	L.F.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
D-29	Rock Riprap	SY	0	$0.00	0	$0.00	0	$0.00	148	$5,476.00	0	$0.00
D-30	Berm/Swale	L.F.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	856	$29,960.00
D-31	Trench safety system	L.F.	3578	$3,578.00	0	$0.00	0	$0.00	7829	$7,829.00	5221	$5,221.00
D-32	Mosaic Rock Walls w/ water Stop Core and Fall Protection Fencing	E.A.			1	$238,483.00			0	$0.00		
D-33	Water Quality Pond #1	EA.	0	$0.00	0	$0.00	0	$0.00	0	$209,986.48	0	$0.00
D-34	Water Quality Pond #2	EA.	0	$0.00	0	$0.00	0	$0.00	1	$138,115.00	1	$138,115.00
D-35	Water Quality Pond #3	EA.	1	$600,000.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
			Subtotal	**$1,419,867.00**	**Subtotal**	**$238,483.00**	**Subtotal**	**$33,925.00**	**Subtotal**	**$2,246,394.48**	**Subtotal**	**$1,243,599.00**
			PID Subtotal	**$819,867.00**	**PID Subtotal**	**$238,483.00**	**PID Subtotal**	**$33,925.00**	**PID Subtotal**	**$1,751,872.00**	**PID Subtotal**	**$1,105,484.00**

Project: Bluffview
Client: Riverside Resources
Date: 3/20/2026
By: T.W. Hoysa, PE

Engineering & Surveying, Inc.

Engineer's Estimate of Preliminary Cost

			Single Family (IA #1)		Blufffview Natural Area Improvements (Major Improvements)		Park Access Drive and Trail (Major Improvements)		Entrance Road (Major Improvements)		Multi-Family (IA #2)	
WATER IMPROVEMENTS		Unit	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
W-1	12" C900 PVC	L.F.	0	$0.00	0	$0.00	0	$0.00	2166	$192,774.00	0	$0.00
W-2	8" C900 PVC	L.F.	3810	$205,740.00	0	$0.00	0	$0.00	642	$35,310.00	4156	$224,424.00
W-3	6" Class 350 DIP	L.F.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	55	$2,200.00
W-4	12" Gate Valve	EA.	0	$0.00	0	$0.00	0	$0.00	7	$30,100.00	0	$0.00
W-5	8" Gate Valve	EA.	12	$31,020.00	0	$0.00	0	$0.00	4	$10,340.00	19	$49,115.00
W-6	6" Gate valve	EA.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	11	$22,000.00
W-7	Trench safety system	L.F.	3810	$3,810.00	0	$0.00	0	$0.00	2808	$2,808.00	4211	$4,211.00
W-8	Surveying	L.F.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4211	$4,211.00
W-9	5 1/4" Fire Hydrant	EA.	9	$61,380.00	0	$0.00	0	$0.00	8	$59,120.00	11	$38,500.00
W-10	Raise valve castings	EA.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	30	$7,500.00
W-11	Cast Iron Fittings	TON	0	$0.00	0	$0.00	0	$0.00	0	$0.00	3	$24,000.00
W-12	Connect to Existing W. L.	EA.	0	$0.00	0	$0.00	0	$0.00	1	$16,095.00	3	$7,500.00
W-13	Double Water Service	EA.	44	$126,500.00	0	$0.00	0	$0.00	0	$0.00	81	$232,875.00
W-14	Single Water Service	EA.	17	$35,530.00	0	$0.00	0	$0.00	1	$2,055.00	19	$39,710.00
W-15	Irrigation Service Service	EA.	3	$8,715.00	0	$0.00	0	$0.00	1	$2,075.00	2	$5,000.00
W-16	Irrigation Sleeves	L.F.	0	$0.00	0	$0.00	0	$0.00	1214	$22,459.00	150	$5,250.00
W-17	Automatic Flush Valve	EA.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
W-18	16"x12" Tapping Sleeve	EA.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
W-19	PRV with Vault	L.S.	0	$0.00	0	$0.00	0	$0.00	1	$65,325.00	0	$0.00
W-20	2" Comb. Air Release/Vacuum Valve	EA.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
			Subtotal	**$472,695.00**	**Subtotal**	**$0.00**	**Subtotal**	**$0.00**	**Subtotal**	**$438,461.00**	**Subtotal**	**$666,496.00**
			PID Subtotal	**$472,695.00**	**PID Subtotal**	**$0.00**	**PID Subtotal**	**$0.00**	**PID Subtotal**	**$427,516.00**	**PID Subtotal**	**$666,496.00**

``

			Single Family (IA #1)		Blufffview Natural Area Improvements (Major Improvements)		Park Access Drive and Trail (Major Improvements)		Entrance Road (Major Improvements)		Wastewater Trunk Line (Major Improvements)		Multi-Family (IA #2)	
	WASTEWATER IMPROVEMENTS	Unit	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
WW-1	18" PVC WW Trunk Line (All Depths)	L.F.	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$270,690.00	0	$0.00
WW-2	12" PVC SDR 26, ASTM D- 3034, WW Line (Deep Line)	L.F.	0	$0.00	0	$0.00	0	$0.00	828	$122,061.00	0	$0.00	0	$0.00
WW-3	12" PVC SDR 26, ASTM D- 3034, WW Line (Normal Depths)	L.F.	0	$0.00	0	$0.00	0	$0.00	120	$9,000.00	0	$0.00	0	$0.00
WW-4	8" PVC SDR 26, ASTM D- 3034, WW Line (Normal Depths)	L.F.	2132	$148,112.00	0	$0.00	0	$0.00	979	$61,445.00	0	$0.00	2845	$196,305.00
WW-5	8" PVC SDR 26, ASTM D- 3034, WW Line (Deep Line)	L.F.	1428	$146,193.00	0	$0.00	0	$0.00	927	$97,706.00	0	$0.00	1200	$210,000.00
	4' Drop Manhole		1	$6,685.00		$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
WW-6	4' Diameter manhole 0-8' deep with standard cover	EA.	24	$132,840.00	0	$0.00	0	$0.00	11	$60,665.00	0	$0.00	22	$121,330.00
WW-7	5' Diameter manhole with Standard Cover	E.A.	0	$0.00	0	$0.00	0	$0.00	2	$17,160.00	5	$45,225.00	0	$0.00
WW-8	5' Diameter Drop Manhole	E.A.	0	$0.00	0	$0.00	0	$0.00	5	$52,250.00		$0.00	0	$0.00
WW-9	5' Diameter Manhole with Vent	E.A.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	3	$36,150.00	0	$0.00
WW-10	5' Diameter manhole 0-8' deep with standard cover	EA.	0	$0.00	0	$0.00	0	$0.00	1	$8,700.00	1	$12,100.00	0	$0.00
WW-11	Extra vertical manhole length	V.F.	86	$41,280.00	0	$0.00	0	$0.00	116	$55,680.00	29	$13,920.00	44	$21,120.00
WW-12	Raise manhole castings	EA.	0	$0.00	0	$0.00	0	$0.00	2854	$6,421.50	0	$0.00	22	$9,900.00
WW-13	Trench safety system	L.F.	3560	$8,010.00	0	$0.00	0	$0.00	0	$0.00	2092	$4,707.00	2845	$4,267.00
WW-14	Surveying	L.F.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4045	$4,045.00
WW-15	Double Service - gravity	EA.	47	$154,160.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
WW-16	Single Service - gravity	EA.	11	$28,105.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
WW-17	Bore with Encasement	L.F.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
WW-18	8" Plug with 6" Clean Out	E.A.	0	$0.00	0	$0.00	0	$0.00	1	$3,475.00	0	$0.00	0	$0.00
WW-19	Connect to Existing WWL	E.A.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	1	$14,500.00	0	$0.00
			Subtotal	**$665,385.00**	**Subtotal**	**$0.00**	**Subtotal**	**$0.00**	**Subtotal**	**$494,563.50**	**Subtotal**	**$397,292.00**	**Subtotal**	**$566,967.00**
			PID Subtotal	**$665,385.00**	**PID Subtotal**	**$0.00**	**PID Subtotal**	**$0.00**	**PID Subtotal**	**$489,008.50**	**PID Subtotal**	**$397,292.00**	**PID Subtotal**	**$566,967.00**

Project: Bluffview
Client: Riverside Resources
Date: 3/20/2026
By: T.W. Hoysa, PE

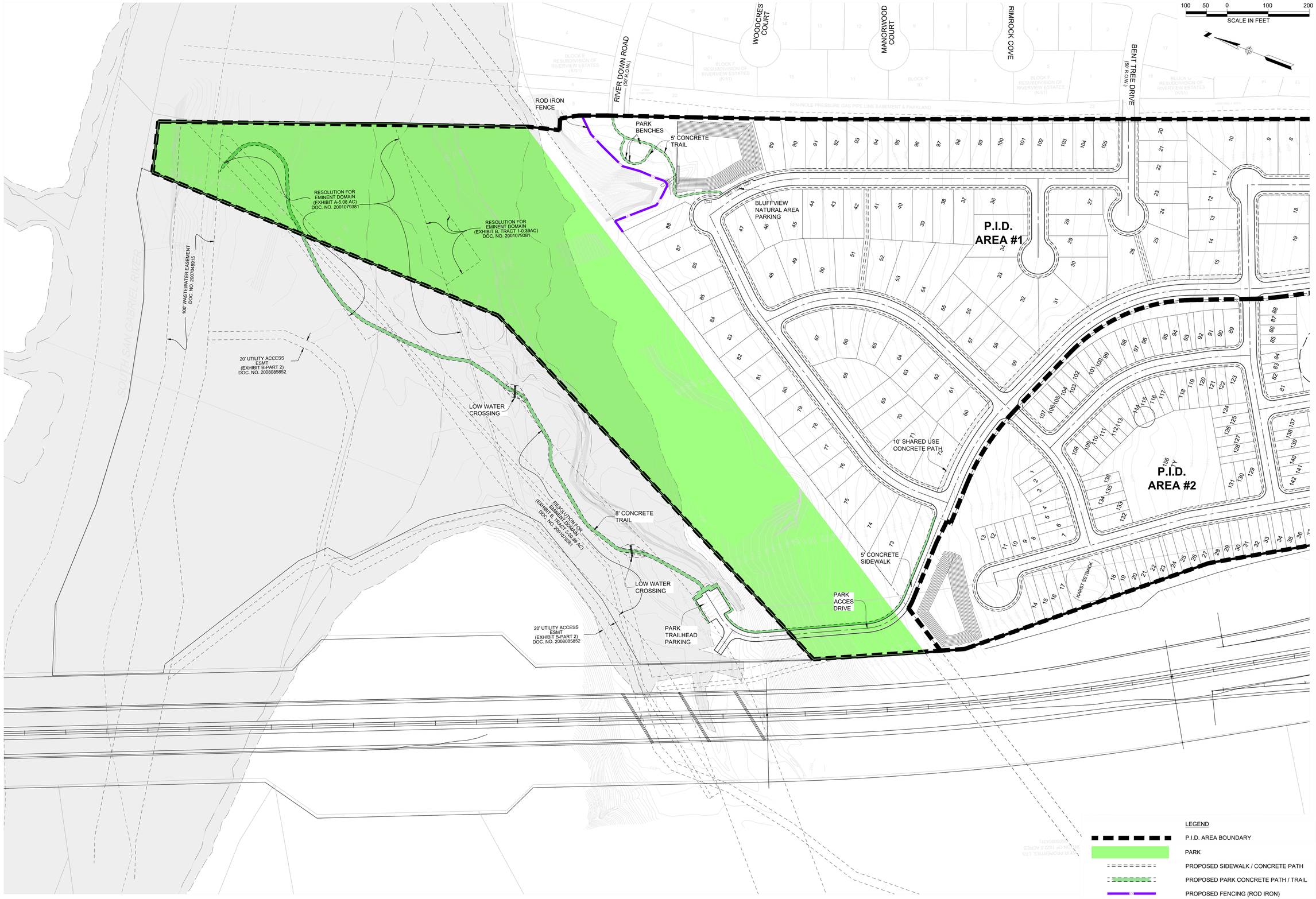
Engineering & Surveying, Inc.

Engineer's Estimate of Preliminary Cost

				Single Family (IA #1)		Blufffview Natural Area Improvements (Major Improvements)		Park Access Drive and Trail (Major Improvements)		Entrance Road (Major Improvements)		Wastewater Trunk Line (Major Improvements)		Multi-Family (IA #2)	
Landscaping		Unit	Cost/Unit	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
L1	Rock Wall (Entrance)	LS	$365,395.00	0	$0.00	0	$0.00	0	$0.00	1	$365,395.00	0	$0.00	0	$0.00
L2	Rock Columns (Entrance)	LS	$47,200.00	0	$0.00	0	$0.00	0	$0.00	1	$47,200.00	0	$0.00	0	$0.00
L3	Entry Monument	LS	$53,660.00	0	$0.00	0	$0.00	0	$0.00	1	$53,660.00	0	$0.00	0	$0.00
L4	Landscaping (Entrance)	LS	$450,000.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
L5	Landscaping (Park Access)	LS	$30,000.00	0	$0.00	1	$30,000.00	0	$487,665.00	0	$0.00	0	$0.00	0	$0.00
L6	Rock Wall (Southwest Bypass)	LS	$235,000.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	1	$235,000.00
L7	Trail Signage	LS	$35,650.00	0	$0.00	0	$0.00	1	$35,650.00	0	$0.00	0	$0.00	0	$0.00
L8	Mail Center	LS	$53,680.00	1	$53,680.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
L9	Miscallaneous Park Improvements	LS	$87,906.00	0	$0.00	0	$0.00	1	$87,906.00	0	$0.00	0	$0.00	0	$0.00
L10	1 Year Park Maintenance	LS	$70,000.00	0	$0.00	0	$0.00	1	$52,740.00	0	$0.00	0	$0.00	0	$0.00
				Subtotal	**$53,680.00**	**Subtotal**	**$30,000.00**	**Subtotal**	**$663,961.00**	**Subtotal**	**$466,255.00**	**Subtotal**	**$0.00**	**Subtotal**	**$235,000.00**
				PID Subtotal	$ -	**PID Subtotal**	**$30,000.00**	**PID Subtotal**	**$663,961.00**	**PID Subtotal**	$466,255.00	**PID Subtotal**	$ -	**PID Subtotal**	**$235,000.00**
				Grand Total	**$4,337,529.50**	**Grand Total**	**$313,219.15**	**Grand Total**	**$1,486,874.19**	**Grand Total**	**$4,354,414.73**	**Grand Total**	**$449,857.00**	**Grand Total**	**$3,779,533.50**
				PID Grand Total	**$3,683,849.50**	**PID Grand Total**	**$313,219.15**	**PID Grand Total**	**$1,486,874.19**	**PID Grand Total**	**$3,843,392.25**	**PID Grand Total**	**$397,292.00**	**PID Grand Total**	**$3,641,418.50**

APPENDIX E

Overall Park Improvements Exhibit



BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX E
OVERALL PARK IMPROVEMENTS EXHIBIT

NO.	REVISIONS DESCRIPTION	BY	DATE

DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING NAME: APPCD-WWW.dwg

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JOHN A. CLARK, P.E. 81398, ON 11/23/21. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

LJA Engineering, Inc.
7500 Rialto Boulevard, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

JOB NUMBER: A000-000-000

SHEET NO. 1 OF 1 SHEETS

APPENDIX F

Water and Wastewater Improvements Exhibit

BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX F
WATER & WASTEWATER IMPROVEMENTS EXHIBIT

100 50 0 100 200
SCALE IN FEET

MATCHLINE SHEET 2

MATCHLINE SHEET 2

RIVER DOWN ROAD (60' R.O.W.)

WOODCREST COURT

MANORWOOD COURT

RIMROCK COVE

BENT TREE DRIVE (60' R.O.W.)

SOUTH SAN GABRIEL RIVER

BLOCK E RESUBDIVISION OF RIVERVIEW ESTATES (K/51)

BLOCK F RESUBDIVISION OF RIVERVIEW ESTATES (K/51)

BLOCK 'F' 10

BLOCK G RESUBDIVISION OF RIVERVIEW ESTATES (K/51)

SEMINOLE PRESSURE GAS PIPE LINE EASEMENT & PARKLAND

GREENBELT AREA

P.I.D. AREA #1

P.I.D. AREA #2

18" W.W.L.

RESOLUTION FOR EMINENT DOMAIN (EXHIBIT A-5.08 AC) DOC. NO. 2001079381

RESOLUTION FOR EMINENT DOMAIN (EXHIBIT B, TRACT 1-0.39AC) DOC. NO. 2001079381

EX WWL

100' WASTEWATER EASEMENT DOC. NO. 2007048915

20' UTILITY ACCESS ESMT (EXHIBIT B-PART 2) DOC. NO. 2008085852

RESOLUTION FOR EMINENT DOMAIN (EXHIBIT B, TRACT 2-0.89 AC) DOC. NO. 2001079381

8" W.L.

10" W.W.L.

12" W.L.

LEGEND

- P.I.D. AREA BOUNDARY
- PROPOSED WATER
- PROPOSED WASTEWATER
- EXISTING WASTEWATER

REVISIONS

NO.	DESCRIPTION	BY	DATE

DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING NAME: APPCD-WWW.dwg

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JAMES A. CRIK, P.E. 81398 ON 11/23/21. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

LJA Engineering, Inc.
7500 Rialto Boulevard, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

JOB NUMBER: A000-000-000

SHEET NO. 1 OF 2 SHEETS

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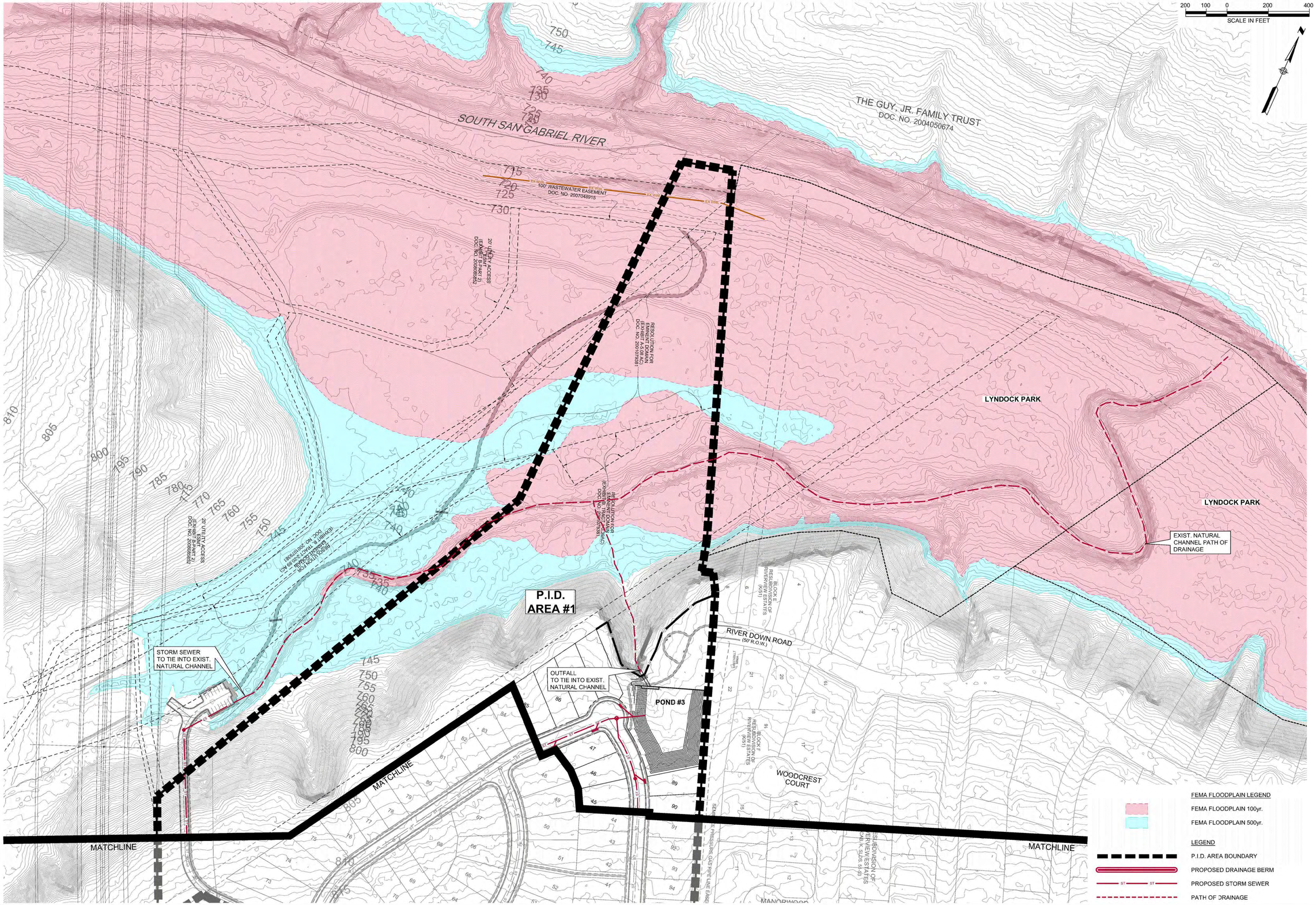
User: jclark
Last RoomPage Nov. 23, 21 - 14:45
Ext. Ref.s/Pmk Nov. 23, 21 - 14:59

I:\014-002-BASE C7-30-20.dwg

APPENDIX G

Overall Drainage Improvements Exhibit



BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX G
OVERALL DRAINAGE IMPROVEMENTS EXHIBIT

REVISIONS

NO.	DESCRIPTION	BY	DATE

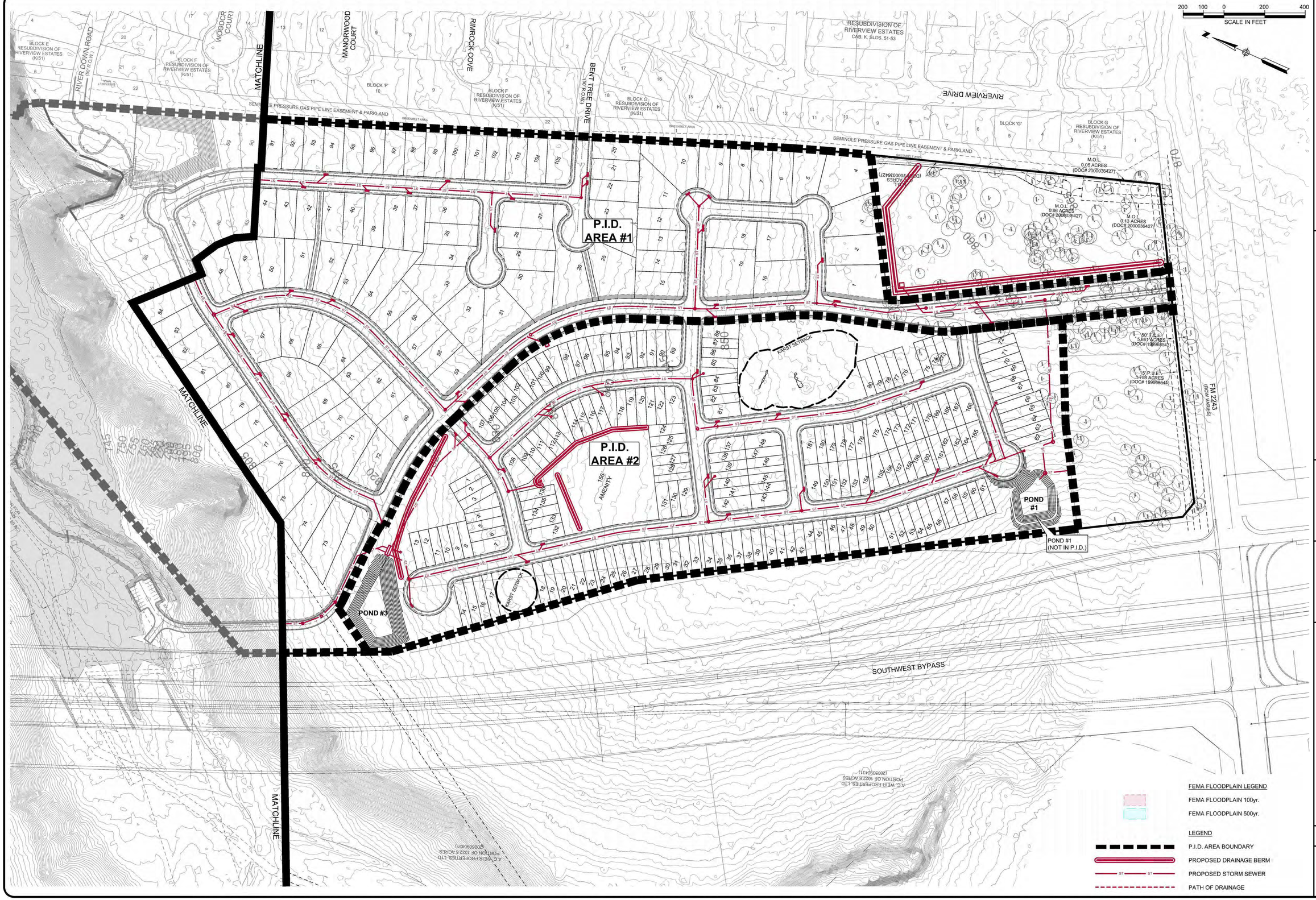
DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING NAME: APPCD-WWW-11-23-21.dwg

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JOHN A. CLARK, P.E. 81398, ON 11/23/21. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

LJA Engineering, Inc.
7500 Rialto Boulevard, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

JOB NUMBER: A000-000-000

SHEET NO. 1 OF 2 SHEETS



BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX G
OVERALL DRAINAGE IMPROVEMENTS EXHIBIT

REVISIONS			
NO.	DESCRIPTION	BY	DATE

DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING NAME: APPCD-WWW-11-23-21.dwg

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LJA Engineering, Inc.
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Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

JOB NUMBER: A000-000-000

SHEET NO. 2 OF 2 SHEETS

EXHIBIT B

CITY OF GEORGETOWN, TEXAS
NOTICE OF PUBLIC HEARING

TO CONSIDER PROPOSED ASSESSMENTS
TO BE LEVIED AGAINST PROPERTY IN IMPROVEMENT AREA #1 OF
BLUFFVIEW PUBLIC IMPROVEMENT DISTRICT

Notice is given that the City Council of the City of Georgetown, Texas will conduct a public hearing on Tuesday, May 12, 2026, during the regular City Council meeting beginning at 6:00 P.M. Information about how to participate in the public hearing is provided below. The purpose of the public hearing is to hear and pass on any objections to the assessments proposed to be levied against assessable property located within Improvement Area #1 ("Improvement Area #1") of the Bluffview Public Improvement District (the "District") pursuant to Chapter 372 of the Texas Local Government Code (the "Act"). Written and oral objections will be considered at the hearing.

1. **General Nature of Improvements** – The public improvements for the District (the "Authorized Improvements") may consist of one or more of the public improvements included in Section 372.003(b) of the Act. The general nature of the Authorized Improvements that confer a special benefit on the assessable property in the District are: (i) the establishment of parks and open space, and the design and construction of ancillary structures, features, or amenities such as trails, pavilions, irrigation, walkways, lighting, benches, trash receptacles and other similar items; (ii) landscaping; (iii) acquisition, construction, and improvement of water and wastewater facilities; (iv) acquisition, construction, and improvement of drainage facilities; (v) acquisition, construction, and improvement of streets, roadways, rights-of-way, signalization and related facilities; (vi) entry monumentation and associated features; (vii) signage; (viii) projects similar to those listed in subsections (i)-(vii) above; and (ix) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i)-(vii) above, including costs of establishing, administering, and operating the District.

The property within the District is expected to be developed in multiple phases, with certain improvements that will benefit and serve all of the property within the District, and certain improvements that will benefit and serve only the property within each phase (an "Improvement Area"). Improvement Area #1 is anticipated to include the (i) acquisition, construction, and/or improvement of streets, roadways, rights-of-way and related facilities; (ii) acquisition, construction, and/or improvement of water, wastewater and drainage facilities; and (iii) the payment of costs associated with the public improvements described herein. Assessments are only presently proposed for Improvement Area #1, and no assessments will be considered at the public hearing for the future Improvement Areas.

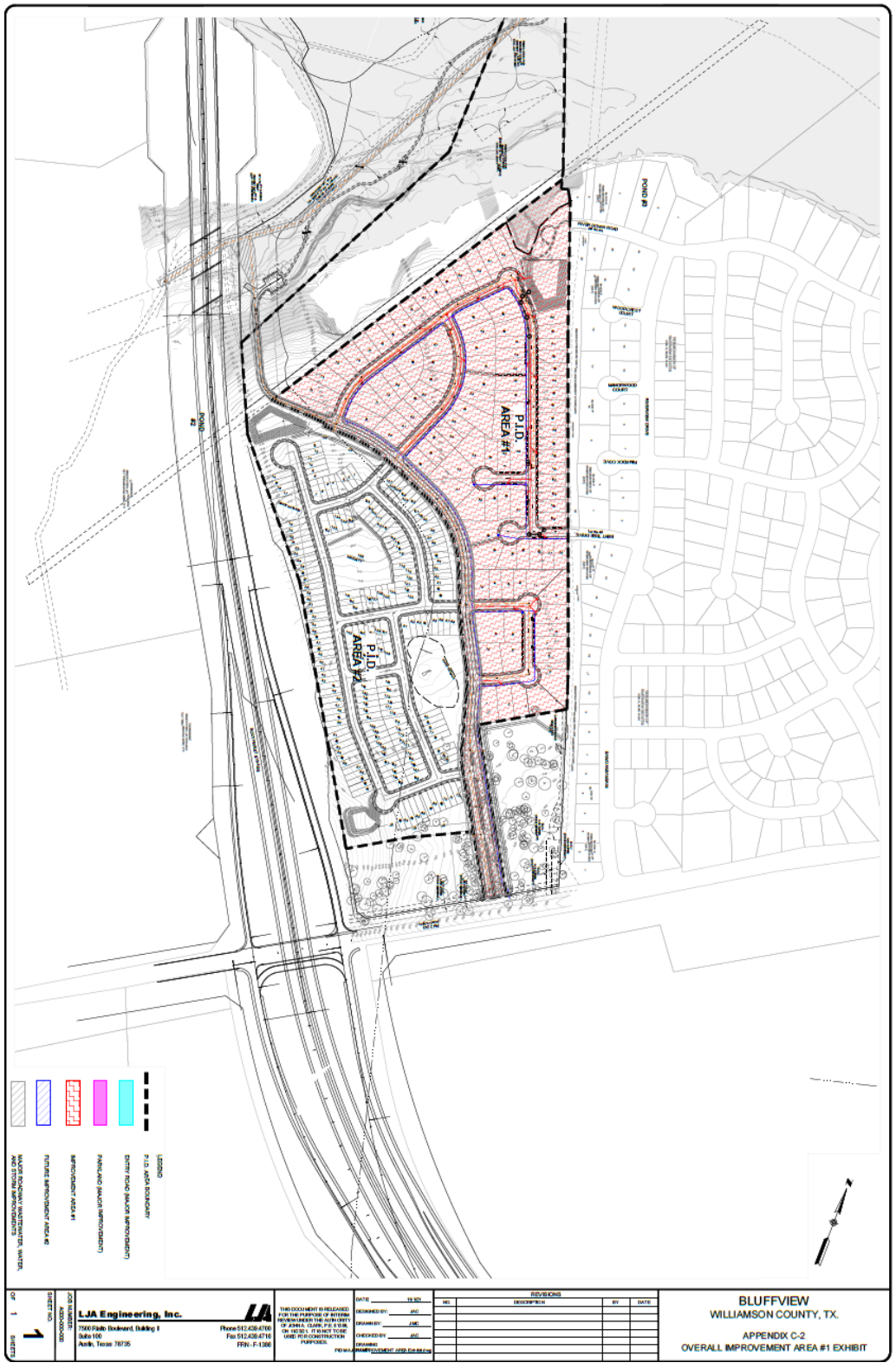
2. **Estimated Costs of the Improvement Area #1 Projects** – The estimated costs of the proposed Improvement Area #1 Projects (as defined in the proposed Service and Assessment Plan on file with the City Secretary) are approximately $9,700,000.00 (including issuance and other financing costs). The exact amount will be provided in the approved Service and Assessment Plan.

3. **Proposed Estimated Assessments** – There are no existing assessments in the District. The proposed estimated assessments on property within Improvement Area #1 of the District is approximately the amount of $4,565,000.00.

4. **Boundaries of Improvement Area #1 Within the District**. The District includes approximately 68.080 acres of land within the corporate limits of the City as shown below. Improvement Area #1 is comprised of approximately 28.949 acres and is located within the boundaries of the District as shown below.

5. **How to Participate in the Public Hearing** – The public hearing will be held during the regular City Council meeting on the date and commencing at the time stated above, at the City Council Chambers, 510 W 9th Street, Georgetown, Texas 78626. The agenda for the City Council meetings and information regarding how to participate in the public hearing is available at https://georgetowntexas.gov/government/city_council/meeting_agendas/agendas.php or by calling the City Secretary's Office at 512-930-3651. The Preliminary Service and Assessment Plan and Assessment Roll are available for public inspection at the Office of the City Secretary, 808 Martin Luther King Jr. Street, Georgetown, Texas 78626, and online by selecting the agenda item for this matter from the link provided above.

Improvement Area #1 Boundary Map



City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Resolution - Heirloom PID Developer Deposit Agreement

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution approving a Developer Deposit Agreement between the City of Georgetown, Texas and Heirloom East TX, LLC and Heirloomtx, LLC, regarding the Heirloom Public Improvement District and making related findings and determinations -- Nick Woolery, Assistant City Manager

ITEM SUMMARY:
On August 26th, 2025, after notice and hearing in accordance with the Act, the City Council passed and approved Resolution No. 082625-6.P (the "PID Creation Resolution") authorizing the creation of the Heirloom Public Improvement District (the "PID") pursuant to the Act, covering approximately 618 contiguous acres within the City's extraterritorial jurisdiction, which land is described in the PID Creation Resolution (the "Property"), and the PID Creation Resolution became effective immediately after its passage. The City recognizes that the City will continue to incur expenses related to the PID, including but not limited to professional services provided to the City by its consultants. The attached Developer Deposit Agreement would require the Owner to make an initial deposit of $65,000.00 which the City would use to cover those expenses, and require the Developer to replenish the account as needed on an on-going basis.

FINANCIAL IMPACT:
None to the City.

SUBMITTED BY:
Angela McBride, City Manager's Office

ATTACHMENTS:
RES Developer Deposit Agreement.Heirloom PID.pdf
2026.03.09 Dev Dep Agmt signed.pdf

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS APPROVING A DEVELOPER DEPOSIT AGREEMENT BETWEEN THE CITY OF GEORGETOWN, TEXAS AND HEIRLOOM EAST TX, LLC, AND HEIRLOOMTX, LLC, PUBLIC IMPROVEMENT DISTRICT, AND MAKING RELATING FINDINGS AND DETERMINATIONS

WHEREAS, the owner, together with Georgetown Independent School District ("GISD"), owns approximately 618 acres of land in the City's extraterritorial jurisdiction that it desires to develop which is further described in Exhibit A hereto (the "Property"); and

WHEREAS, the Parties have determined that the financing of a portion of the costs of the Public Improvements necessary for the development of the Property, can be achieved by means of Chapter 372, Texas Local Government Code, as amended, entitled the Public Improvement District Assessment Act ("PID Act"); and

WHEREAS, on August 26th, 2025, after notice and hearing in accordance with the Act, the City Council passed and approved Resolution No. 082625-6.P (the "PID Creation Resolution") authorizing the creation of the Heirloom Public Improvement District (the "PID") pursuant to the Act, covering approximately 618 contiguous acres within the City's extraterritorial jurisdiction, which land is described in the PID Creation Resolution (the "Property"), and the PID Creation Resolution became effective immediately after its passage; and

WHEREAS, the Parties have determined that the financing of a portion of the costs of the Public Improvements necessary for the development of the Property, can be achieved by means of Chapter 372, Texas Local Government Code, as amended, entitled the Public Improvement District Assessment Act ("PID Act"); and

WHEREAS, the City recognizes that the City will continue to incur expenses related to the PID including, but not limited to professional services provided to the City by its consultants, and the Developer has agreed to reimburse the City for those expenses in accordance with the terms and conditions of the Developer Deposit Agreement attached to this Resolution as **Attachment A**.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct and are incorporated into this Resolution for all purposes by this reference.

Section 2. The City Council hereby approves, and authorizes the Mayor to sign, the Developer Deposit Agreement in the form attached to this Resolution as **Attachment A**.

Section 3. The Mayor is hereby authorized to sign this Resolution and the City Secretary to attest thereto on behalf of the City of Georgetown, Texas. This Resolution will become effective immediately upon its passage.

RESOLVED by the City Council of the City of Georgetown, Texas on _____.

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

Developer Deposit Agreement

{see attached}

DEVELOPER DEPOSIT AGREEMENT

This Developer Deposit Agreement (this "**Agreement**"), effective as of the 6th day of March, 2026, (the "**Effective Date**"), is made and entered into by and between the City of Georgetown Texas (the "**City**") and **HEIRLOOM EAST TX, LLC**, a Delaware limited liability company ("**Heirloom East**") and **HEIRLOOMTX, LLC**, a Delaware limited liability company ("**Heirloom Tx**") (collectively, "**Owner**"), herein collectively referred to as ("**Party**" or "**Parties**").

WHEREAS, the Owner, together with Georgetown Independent School District ("**GISD**"), owns approximately 618 acres of land in the City's extraterritorial jurisdiction that it desires to develop which is further described in **Exhibit A** hereto (the "**Property**"); and

WHEREAS, the Parties have determined that the financing of a portion of the costs of the Public Improvements necessary for the development of the Property, can be achieved by means of Chapter 372, Texas Local Government Code, as amended, entitled the Public Improvement District Assessment Act ("**PID Act**"); and

WHEREAS, the Owner desires to develop the Property as a mixed-use development (the "**Project**"), submitted a petition to the City for the creation of a Public Improvement District under the PID Act, and the City authorized the creation of the Heirloom Public Improvement District (the "**PID**") on August 26, 2025 pursuant to Resolution No. 082625-5P; and

WHEREAS, the Parties hereto recognize that the City will continue to incur expenses through the entire PID review process until final completion of the development ("**City Expenses**") including but not limited to: professional services, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, special consultant fees, and fees for administrative time of City staff; and

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Payment for Professional Services.** Within ten (10) days of the Effective Date, the Owner shall deposit with the City $65,000 (the "**Initial Deposit**") for payment of City Expenses necessary to draft, review and coordinate the proceedings related to the creation of the PID, the levy of assessments within the PID, and issuance of PID Bonds including the costs and expenses for professional services incurred (or to be incurred) by the City's consultants listed on **Exhibit B** hereto.

(a) The City agrees to hold the Initial Deposit and any additional Owner's contributions in a separate fund maintained by the City which may only be used for City Expenses related to the PID.

(b) The City will pay City Expenses out of the amount deposited with the City and keep accounting of all charges for City Expenses incurred for the PID and any unused

contributions shall be returned to the Owner. Costs and expenses for professional services incurred by the City's consultants listed on **Exhibit B** attached hereto (other than the flat PID creation fee of $20,000 for the Financial Advisor and the flat PID creation fee of $30,000 for the Bond Counsel) shall be evidenced by invoices that describe the work performed by date and time entries and shall be provided to Owner at least fifteen (15) days before they are required to be paid. With respect to the City's consultants who bill hourly, the Owner acknowledges that costs and expenses for professional services are subject to increase as a result of reasonable periodic increases in fees or substitution of said consultants. The City shall provide written notice of any such increase in fees or substitution of the City's consultants to the Owner alongside the first invoice following any such increase in fees or substitution of the City's consultants.

(c) If the balance in the City Expenses fund falls below $1,000, or is reasonably expected to fall below $1,000, before the Project is completed, the City Manager's Office will provide written notice to Owner. The notice will include an accounting of the City Expense fund as of the date of the notice as well as the invoices described in subparagraph (b) above (if not previously provided to Owner), and an estimate of the additional amount of City Expenses the City Manager's Office reasonably expects to be required to complete the PID Project (the "**Additional Amount**"). Owner shall pay the Additional Amount within fifteen (15) days after receipt of a request by the City Manager's Office together with the applicable accounting and invoices.

(d) In the event the balance for City Expenses is exhausted, upon notice, Owner shall pay the balance owed in full within fifteen (15) days in addition to the remittance of the additional funds as provided above.

(e) In the instance that deposits of additional funds are not timely made, the City has no obligation to incur any additional costs and expenses in connection with the PID.

(f) After any City consultant fees have been paid as City Expenses, the applicable City consultant(s) shall not be paid for the same City Expenses through any additional invoices or through PID bond proceeds.

(g) Notwithstanding anything to the contrary, City Expenses invoiced and due within thirty (30) days prior to the closing of PID bonds may be paid to the City's consultants, at Owner's option, through PID bond proceeds upon the closing of PID bonds.

(h) Owner may be reimbursed from proceeds of PID bonds issued in connection with the PID for the City Expenses paid in accordance with this Agreement and the PID Act.

(i) Failure of Owner to meet its obligations above may result in the suspension or revocation of any active development permits and/or the City's right to reduce the amount of Assessment Revenues by the amount of the unpaid City Expenses. The City shall give the Owner written notice and a thirty (30) day opportunity to cure prior to reducing any amount of the Assessment Revenues.

2. **No Obligation to Establish Bonds.** Owner acknowledges that the City has no obligation to issue any bonds or other indebtedness with respect thereto, and nothing contained within this Agreement shall create any such obligation. The Owner's obligation to pay the City Expenses shall exist and continue independent of whether the bonds or other indebtedness are approved. This Agreement shall confer no vested rights or development rights on the Property or to the Owner. Further, this Agreement shall provide no assurances, promises, or covenants to approve any development in the Property.

3. **Termination**. This Agreement shall terminate upon the issuance of bonds issued in sufficient amounts to reimburse Owner for eligible costs within the PID as determined by the City or upon agreement of the Parties. The City shall be entitled to pay its consultants for all professional services incurred through the date of termination; however, any excess funds remaining after such payments have been made shall be promptly refunded to Owner.

4. **Entire Agreement**. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated herein.

5. **Amendment**. This Agreement may only be amended, altered or revoked by written instrument approved by the City Manager or designee.

6. **Successors and Assigns**. Neither City nor Owner may assign or transfer their interest in the Agreement without prior written consent of the other Party.

7. **Notice**. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

If to City:
City Manager
City of Georgetown
City Hall
808 Martin Luther King Jr. St.
Georgetown, Texas 78626-5527

With a copy to:
City Attorney
City of Georgetown
City Hall
808 Martin Luther King Jr. St.
Georgetown, Texas 78626-5527

If to Owner:
Attn: John Landwehr
4215 W. Lovers Lane, Ste 150
Dallas, TX 75209
Email: jlandwehr@columnarinvestments.com

Attn: Logan Kimble

7600 N. Capital of Texas Hwy, Bldg. C, Ste. 160
Austin, TX 78731
Email: lkimble@columnarinvestments.com

With a copy to: Metcalfe Wolff Stuart and Williams, LLP
221 West 6th St., Suite 1300
Austin, TX 78701
Attn: Talley Williams
Fax: (512) 404-2245
Email: twilliams@mwswtexas.com

8. **Interpretation**. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either party.

9. **Applicable Law.** This Agreement is made, and shall be construed in accordance with the laws of the State of Texas and venue shall lie in Williamson County, Texas.

10. **Severability**. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

11. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

12. **Statutory Verifications.** Owner makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "**Government Code**"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Notwithstanding anything in this Agreement to the contrary, the representations and covenants contained in this Section 12 shall survive termination of this Agreement until the statute of limitations has run.

a. Not a Sanctioned Company. Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes any company and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be

excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

b. No Boycott of Israel. Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

c. No Discrimination Against Firearm Entities. Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

d. No Boycott of Energy Companies. Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

13. **Form 1295**. Submitted herewith is a completed Form 1295 in connection with the execution of this Agreement generated by the Texas Ethics Commission's (the "**TEC**") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "**Form 1295**"). The City hereby confirms receipt of the Form 1295 from Owner, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. Owner and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by Riverside; and, neither the City nor its consultants have verified such information.

[Signature page to follow]

CITY:

CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

OWNER:

HEIRLOOM EAST TX, LLC, a Delaware limited liability company

By: _____
Name: Daniel A. Traylor
Title: Manager

HEIRLOOMTX, LLC, a Delaware limited liability company

By: _____
Name: Daniel A. Traylor
Title: Manager

Exhibit A

Property Description

[See attached]

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

361.943 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 361.943 ACRES (APPROXIMATELY 15,766,246 SQ. FT.) IN THE CHARLES H. DELANEY SURVEY NO.11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 362.01 ACRE TRACT CONVEYED TO GVM III, LLC IN A SPECIAL WARRANTY DEED DATED JANUARY 30, 2019 AND RECORDED IN DOCUMENT NO. 2019009671 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 361.943 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of Ronald Reagan Boulevard (right-of-way width varies) as described in Document No. 2006073735 of the Official Public Records of Williamson County, Texas, being the southernmost southeast corner of the said 362.01 acre tract, being also the southwest corner of Lot 5, Block F, Wade Crossing Phase 1, a subdivision recorded in Cabinet T, Slide 61 of the Plat Records of Williamson County, Texas;

THENCE with the north right-of-way line of Ronald Reagan Boulevard and the south line of the said 362.01 acre tract, the following thirteen (13) courses and distances:

1. South 64°21'56" West, a distance of 61.85 feet to a 1/2" rebar with "RPLS 5784" cap found;
2. With a curve to the left, having a radius of 8650.00 feet, a delta angle of 04°26'04", an arc length of 669.48 feet, and a chord which bears South 62°20'34" West, a distance of 669.31 feet to a 1/2" rebar with "PBSJ" cap found;
3. North 30°06'18" West, a distance of 9.99 feet to a 1/2" rebar with "PBSJ" cap found;
4. With a curve to the left, having a radius of 8670.00 feet, a delta angle of 01°28'05", an arc length of 222.14 feet, and a chord which bears South 59°23'20" West, a distance of 222.14 feet to a 1/2" rebar with "RPLS 5784" cap found;
5. South 58°39'00" West, a distance of 254.37 feet to a 1/2" rebar with "PBSJ" cap found;

6. North 31°40'32" West, a distance of 9.94 feet to a 1/2" rebar with "PBSJ" cap found;

7. South 58°39'01" West, a distance of 1518.07 feet to a 1/2" rebar with "PBSJ" cap found;

8. South 31°34'30" East, a distance of 20.03 feet to a 1/2" rebar with "PBSJ" cap found;

9. South 58°39'20" West, a distance of 1706.47 feet to a 1/2" rebar with "PBSJ" cap found;

10. North 32°01'03" West, a distance of 9.97 feet to a 1/2" rebar with "PBSJ" cap found;

11. South 58°40'41" West, a distance of 382.01 feet to a 1/2" rebar with "PBSJ" cap found;

12. South 31°19'19" East, a distance of 10.14 feet a cotton spindle "Early Boundary" washer set;

13. South 58°40'41" West, a distance of 42.16 feet to a 1/2" rebar with "PBSJ" cap found for the southwest corner of said 362.01 acre tract, being the southeast corner of a 523.521 acre tract described in Document No. 2022010857 of the Official Public Records of Williamson County, Texas;

THENCE with the west line of said 362.01 acre tract and the east line of said 523.521 acre tract, the following six (6) courses and distances:

1. North 20°51'09" West, a distance of 1031.61 feet to a 1/2" rebar found in the west side of a live oak tree;

2. North 27°20'27" West, a distance of 238.87 feet to a 1/2" rebar with illegible cap found;

3. North 20°43'00" West, a distance of 451.23 feet to a 1/2" rebar with illegible cap found;

4. North 20°44'15" West, a distance of 766.10 feet to a 1/2" rebar with illegible cap found;

5. North 64°38'15" East, a distance of 15.94 feet to 1/2" rebar found;

6. North 21°03'54" West, a distance of 2128.29 feet to a 1/2" rebar with "RPLS 5784" cap found for the northwest corner of said 362.01 acre tract;

THENCE North 68°43'41" East, with the north line of the 362.01 acre tract and the south line of the 523.521 acre tract, passing a 1/2" rebar with "Bury" cap found at a distance of 729.11 feet and continuing for a total distance of 3065.64 feet to a 1/2" rebar found in the southwest right-of-way line of County Road 248, being the northeast corner of the said 362.01 acre tract, being the easternmost corner of the said 523.521 acre tract;

THENCE with the west right-of-way line of County Road 248 and the east line of the said 362.01 acre tract, the following five (5) courses and distances:

1. South 64°44'40" East, a distance of 923.60 feet to a 1/2" rebar found;
2. South 40°32'58" East, a distance of 91.06 feet to a 1/2" rebar found;
3. South 15°30'30" East, a distance of 728.47 feet to a 6" x 6" square metal fence post;
4. South 38°36'41" East, a distance of 440.03 feet to a 1/2" rebar found;
5. South 60°43'49" East, a distance of 359.07 feet to a 1/2" rebar in concrete found for a southeast corner of the said 362.01 acre tract, being an angle point in the north line of Lot 36, Block F, of said Wade Crossing Phase 1, from which a 1/2" rebar found for angle point in the south right-of-way line of County Road 248, being the northeast corner of Lot 36, bears North 14°44'57" East, a distance of 21.45 feet;

THENCE with the common line of the said 362.01 acre tract, said Wade Crossing Phase 1 and Wade Crossing Phase II, a subdivision recorded in Cabinet V, Slide 227 of the Plat Records of Williamson County, Texas, the following ten (10) courses and distances:

1. South 68°42'08" West, a distance of 700.14 feet to a 1/2" rebar with "Diamond" cap found for the northwest corner of said Lot 36, Block F, of said Wade Crossing Phase 1;
2. South 21°17'04" East, a distance of 160.18 feet to a 1/2" rebar found for the southwest corner of said Lot 36, being the northwest corner of Lot 32, Block F, of said Wade Crossing Phase II;
3. South 21°02'35" East, a distance of 157.37 feet to a 1/2" rebar with illegible cap found for the northwest corner of Lot 31, Block F, of said Wade Crossing Phase II;
4. South 21°13'20" East, a distance of 231.14 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 31, being the northwest corner of Lot 30, Block F, of said of said Wade Crossing Phase II;

5. South 21°10'18" East, a distance of 244.21 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 30, being the northwest corner of Lot 29, Block F, of said Wade Crossing Phase II;

6. South 21°13'23" East, a distance of 296.63 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 29;

7. South 21°15'05" East, a distance of 130.36 feet to a mag nail in concrete found for the southwest corner of Lot 28, Block F, of said Wade Crossing Phase II, from which a 1/2" rebar found, bears North 13°10'21" East, a distance of 0.72 feet;

8. North 69°15'03" East, a distance of 249.83 feet to a 1/2" rebar with illegible cap found for the southeast corner of said Lot 28, being the southwest corner of Lot 27, Block F, of said Wade Crossing Phase II;

9. North 69°12'00" East, a distance of 1231.49 feet to a 1/2" rebar found for the southeast corner of Lot 9, Block F, of said Wade Crossing Phase II;

10. South 17°40'36" East, a distance of 407.67 feet to the **POINT OF BEGINNING**, containing an area of 361.943 acres, more or less.

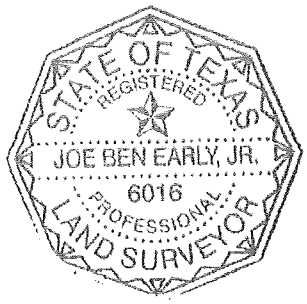
Surveyed on the ground on March 30, 2023

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-BASE

3/31/23

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016



EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

112.041 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 112.041 ACRES (APPROXIMATELY 4,880,523 SQ. FT.) IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 112.041 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument found for a point of tangency in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, and shown on TXDOT right-of-way strip map CSJ 2211-01-001, being in the south line of said 113.5 acre tract, same being the south line of said Lot 5, being also in the north line of a 50 acre tract described in Volume 353, Page 94 of the Deed Records of Williamson County, Texas;

THENCE South 69°10'58" West, with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said 50 acre tract, a distance of 374.52 feet to a 1/2" rebar with "Steger Bizzell" cap found for the northernmost northeast corner of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas;

THENCE South 69°08'50" West, with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said Lot 1, a distance of 1407.11 feet to a 1/2" rebar found;

THENCE South 69°20'01" West, continuing with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said Lot 1, passing

at a distance of 1659.17 feet a 1/2" rebar with "Steger Bizzell" cap found in the east right-of-way line of County Road 248 (right-of-way width varies), being the northwest corner of said Lot 1, also being the northeast corner of a 1.43 acre right-of-way dedication shown on said G.I.S.D. West Side subdivision, passing at an additional distance of 23.47 feet a 1/2" rebar with "Steger Bizzell" cap found for the northwest corner of said 1.43 acre right-of-way dedication and continuing, in all, a total distance of 1730.44 feet to a calculated point in the center of the existing pavement of County Road 248;

THENCE with the centerline of the existing pavement of County Road 248, as approximated by the following courses and distances:

1. North 65°57'11" West, a distance of 456.27 feet to a calculated point;
2. North 67°52'24" West, a distance of 1147.05 feet to a calculated point;
3. North 60°21'36" West, a distance of 78.43 feet to a calculated point for the northwest corner of said 113.5 acre tract, being in the north line of said Lot 5;

THENCE North 68°39'29" East, with the north line of said 113.5 acre tract, same being the north line of said Lot 5, a distance of 45.32 feet to a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, also being the southwest corner of Block B of said West Ridge Subdivision Section One;

THENCE North 68°39'29" East, with the north line of said 113.5 acre tract, same being the north line of said Lot 5, and the south line of said Block B, West Ridge Subdivision Section One, and Block B, West Ridge Subdivision Section Two, a subdivision of record in Cabinet Q, Slide 82, of the Plat Records of Williamson County, Texas, and Block B, West Ridge Subdivision Section Three, a subdivision of record in Cabinet Q, Slide 84, of the Plat Records of Williamson County, Texas, and Block B, West Ridge Subdivision Section Four, a subdivision of record in Cabinet Q, Slide 311, of the Plat Records of Williamson County, Texas, a distance of 4632.80 feet to a calculated point for an angle point in the west right-of-way line of Ranch Road 2338, being the southwest corner of a 20' right-of-way dedication shown on said West Ridge Subdivision Section Four;

THENCE North 68°39'29" East, with the right-of-way line of Ranch Road 2338 and the north line of said 113.5 acre tract, same being the north line of said Lot 5, passing at a distance of 18.99 feet to 1/2" rebar found, and continuing, in all, a total distance of 20.00 feet to a calculated point for an angle point in the west right-of-way line of Ranch Road 2338, from which:

- a concrete highway monument found for a point of tangency in the west right-of way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 1814.24 feet,

- a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 63.67 feet, and North 67°45'34" East, a distance of 80.00 feet;

THENCE crossing said 113.5 acre tract with the west right-of-way line of Ranch Road 2338, the following courses and distances:

1. South 22°14'26" East, a distance of 962.43 feet to a calculated point for a point of curvature, from which a disturbed concrete highway monument found, bears South 67°45'34" West, a distance of 1.30 feet;

2. With a curve to the right, having a radius of 11419.16 feet, a delta angle of 01°14'47", an arc length of 248.41 feet, and a chord which bears South 21°33'43" East, a distance of 248.40 feet to the **POINT OF BEGINNING**, containing an area of 112.271 acres, for a net acreage of 112.041 acres of land, more or less, *of which approximately 1.375 acres lies between the fence and the center of the existing pavement of County Road 248.*

SAVE AND EXCEPT TRACT

A DESCRIPTION OF 10,000 SQ. FT. IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10,000 SQ. FT. MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, being the southwest corner of Lot 4, Block B of the said West Ridge Subdivision Section One, being also in the north line of the said 113.5 acre tract;

THENCE South 67°22'36" East, crossing the said 113.5 acre tract, a distance of 1307.76 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found for **THE POINT OF BEGINNING**, being the apparent west corner of the said 10,000 sq. ft. tract;

THENCE continuing across the said 113.5 acre tract with the apparent perimeter of the said 10,000 sq. ft. tract, the following courses and distances:

1. North 22°37'24" East, a distance of 100.00 feet to a calculated point;
2. South 67°22'36" East, a distance of 100.00 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found;
3. South 22°37'24" West, a distance of 100.00 feet to a calculated point, from which a 1/2" rebar with "Steger Bizzell" cap found in the east right-of-way line of County Road 248 (right-of-way width varies), being the northwest corner of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, being the northeast corner of a 1.43 acre right-of-way dedication shown on the said G.I.S.D. West Side subdivision, also being in the south line of the said 113.5 acre tract bears, South 68°38'13" East, a distance of 292.54 feet;
4. North 67°22'36" West, a distance of 100.00 feet the **POINT OF BEGINNING**, containing 10,000 sq. ft., more or less.

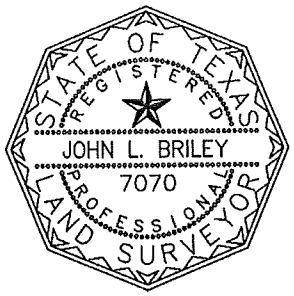
Surveyed on the ground on December 30, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-BASE-125 AC

01/02/2025
Date

John L. Briley
Registered Professional Land Surveyor
State of Texas No. 7070



GISD Property
[See next 8 pages]

BEING 98.38 acres of land, situated in the Charles H. Delaney Survey, Abstract No. 181, in Williamson County, Texas, said land being a portion of that certain tract of land, called 132.42 acres, as conveyed to Willrae Partners I, Ltd. by deed recorded as Document No. 2004067447 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of December, 2005, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on the west line of Farm to Market Highway No. 2338, marking the most easterly Northeast corner of the above-referenced Willrae Partners I, Ltd. tract, being the occupied Southeast corner of that certain tract of land, called 50 acres, as conveyed to Emzie Lee Fisher and wife, Elzora Fisher, by deed as recorded in Volume 353, Page 94, of the Deed Records of Williamson County, Texas, for the most easterly Northeast corner hereof;

THENCE, along the said west line of F.M. Highway No. 2338, being an easterly line of the said Willrae Partners I, Ltd. tract, S 20° 59' 45" E, 140.01 feet to an iron pin set for the most northerly Southeast corner hereof;

THENCE, S 69° 36' 15" W, 565.00 feet to an iron pin set for an interior corner hereof;

THENCE, S 24° 18' 15" W, 260.32 feet to an iron pin set for an interior corner hereof;

THENCE, S 20° 59' 45" E, 815.00 feet to an iron pin set; and S 25° 10' 15" E, 944.38 feet to an iron pin set on the north line of County Road No. 248, being the south line of the said Willrae Partners I, Ltd. tract, for the most southerly Southeast corner hereof;

THENCE, along the north and east line of County Road No. 248, being the south and west line of the said Willrae Partners I, Ltd. tract, as follows; N 86° 19' 30" W, 26.23 feet to an iron pin found; N 82° 15' 30" W, 120.16 feet to an iron pin found; N 69° 37' 30" W, 134.82 feet, to an iron pin found; N 65° 08' W, 230.89 feet to an iron pin found; N 68° 34' W, 207.37 feet to an iron pin found at a 10" Hackberry; N 72° 09' 30" W, 270.16 feet to an iron pin found at an 8" Hackberry; N 82° 40' 45" W, 414.51 feet to an iron pin found; N 87° 18' 30" W, 789.19 feet to an iron pin found at a 4" Live Oak; N 77° 36' W, 53.97 feet to an iron pin found; N 63° 23' 15" W, 279.77 feet to an iron pin found; N 51° 54' 15" W, 77.46 feet to an iron pin found; N 38° 08' 30" W, 259.64 feet to an iron pin found at an 8" Live Oak; N 31° 52' 15" W, 64.78 feet to an iron pin found; N 19° 53' W, 223.39 feet to an iron pin found; N 12° 48' 45" W, 198.09 feet to an iron pin found at an 8" Live Oak; N 15° 03' 15" W, 314.92 feet to an iron pin found; N 33° 51' 15" W, 73.71 feet to an iron pin found; N 44° 52' W, 48.30 feet to an iron pin found; N 57° 54' 30" W, 66.91 feet to an iron pin found; N 64° 39' W, 447.55 feet to an iron pin found and N 65° 09' W, 371.07 feet to an iron pin found for the Northwest corner of the said Willrae Partners I, Ltd. tract, being the Southwest corner of that certain tract of land, called 113.50 acres, as conveyed to Emzie Lee Fisher by deed as recorded in Volume 756, Page 287, of the Deed Records of Williamson County, Texas, for the Northwest corner hereof;

THENCE, along the south line of the said 113.50 acre Fisher tract, N 69° 20' E, 1,682.59 feet to an iron pin found marking the most northerly Northeast corner of the said Willrae Partners I, Ltd. tract, for the most northerly Northeast corner hereof;

THENCE, with a fence, along an easterly line of the said Willrae Partners I, Ltd. tract, being the west line of the said 50 acre Fisher tract, as follows; S 14° 54' 15" E, 295.09 feet to a 40d nail found; S 14° 07' 45" E, 185.57 feet to a 40d nail found at a railroad tie post; S 18° 39' 15" E, 80.97 feet to a 40d nail found; S 20° 00' 45" E, 64.09 feet to a 40d nail found; S 21° 35' 45" E, 106.19 feet to a 40d nail found at a 32" Live Oak; S 20° 29' E, 280.39 feet to a 40d nail found and S 20° 59' 45" E, 141.06 feet to an iron pin found marking an interior corner of the said Willrae Partners I, Ltd. tract, being the Southwest corner of the said 50 acre Fisher tract, for an interior corner hereof;

THENCE, N 69° 36' 15" E, 1,841.06 feet to the Place of BEGINNING and containing 98.38 acres of land.

DESCRIPTION OF 1.63 ACRES OF LAND

DESCRIPTION OF A 1.63 ACRE TRACT OF LAND LOCATED IN THE CHARLES H. DULANEY SURVEY NO. 2, ABSTRACT NO. 181, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 34.124 ACRE TRACT OF LAND CONVEYED TO TROOP DURGIN WRIGHT PROPERTIES, LP, BY WARRANTY DEED OF RECORD IN DOCUMENT NUMBER 2016000533, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPR), SAID 1.63 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND IN JANUARY, 2023, UNDER THE DIRECT SUPERVISION OF PATRICK J. STEVENS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron set with cap stamped "STEGER BIZZELL" set in the east boundary line of said 34.124 acre tract, and in the west right of way of Ranch Road 2338, a right of way of variable width of record in Volume 416, Page 60, of the deed records of Williamson County, Texas (DR), for the southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with cap stamped "PBS&J" found in the west line of said Ranch Road 2338 for an easterly corner of said 34.124 acre tract lies South 20°59'34" East, a distance of 158.26 feet;

THENCE, over and across said 34.124 acre tract, North 66°02'25" West, a distance of 35.33 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL", and South 69°58'39" West, a distance of 724.89 feet to a cotton spindle set with washer stamped "STEGER BIZZELL" in the east boundary line of that certain called 98.38 acre tract of land conveyed to Georgetown Independent School District by Warranty Deed of record in Document Number 2006075903, OPR, for the southwest corner of the herein described tract, from which a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 98.38 acre tract for a westerly corner of said 34.124 acre tract lies South 20°59'38" East, a distance of 149.72 feet;

THENCE, North 20°59'38" West, a distance of 94.01 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 98.38 acre tract and in the west line of said 34.124 acre tract for the northwest corner of the herein described tract;

THENCE, over and across said 34.124 acre tract, North 69°58'39" East, a distance of 724.90 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL", and North 24°05'34" East, a distance of 35.30 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 34.124 acre tract, and in the west line of said Ranch Road 2338, for the northeast corner of the herein described tract;

THENCE, with the east line of said 34.124 acre tract, same being the west line of said Ranch Road 2338, South 20°59'34" East, a distance of 143.90 feet to the **POINT OF BEGINNING**, and containing 1.63 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 grid values represented in U.S. Survey Feet.

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

I certify that this description was prepared from an on the ground survey made in January, 2023, by me or under my supervision.

Steger & Bizzell Engineering Inc.

2-3-23



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

P:\22000-22999\22923 GISD Troop 1_74ac\Survey Data\Descriptions\22923-GISD TROOP ROW-GRID.docx

DESCRIPTION OF

DESCRIPTION OF A 38.53 ACRE TRACT OF LAND LOCATED IN THE C.H. DILANEY SURVEY, ABSTRACT 181, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN 50 ACRE TRACT OF LAND CONVEYED TO EMZIE LEE FISHER, ET UX, BY WARRANTY DEED OF RECORD IN VOLUME 354, PAGE 94, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 38.53 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found on the west right-of-way line of RM 2338, also known as Williams Drive, an 80.00 foot wide roadway, as dedicated in Volume 416, Page 60, said Deed Records, at its intersection with the south line of said 50 acre tract of land, for the eastern most northeast corner of that certain 98.38 acre tract of land conveyed to the Georgetown Independent School District by Warranty Deed of record in Document No. 2006075903, of the Official Public Records of Williamson County, Texas, from which point a 1/2 inch iron rod with cap stamped "5784" found on said west right-of-way line of RM 2338, for the eastern most southeast corner of said 98.38 ac tract of land, same point being the northeast corner of that certain 34.124 acre tract of land conveyed to Troop Durgin Wright Properties, LP, by Special Warranty Deed of record in Document No. 2016000533, said Official Public Records bears South 21°01'00" East, with said right-of-way, a distance of 139.94 feet;

THENCE, South 69°36'44" West, with said south line of the 50 acre tract, same line being a north line of said 98.38 acre tract, a distance of 374.52 feet to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, South 69°36'44" West, continuing with the common line of the 50 acre tract and the 98.38 acre tract, a distance of 1466.64 feet, to a 1/2 inch iron rod found for the southwest corner of said 50 acre tract, same point being an interior corner of said 98.38 acre tract of land, and for the southwest corner of the herein described tract;

THENCE, with the west line of said 50 acre tract, same line being an east line of said 98.38 acre tract, the following seven (7) courses and distances:

1. North 20°59'16" West, a distance of 141.06 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set;
2. North 20°29'49" West, a distance of 280.19 feet to a 40d nail in a fence post found;
3. North 21°33'45" West, a distance of 106.02 feet, to a 40d nail in a fence post found;
4. North 20°04'23" West, a distance of 64.17 feet, to a 40d nail in a fence post found;

5. North 18°37'34" West, a distance of 80.98 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set;
6. North 14°06'04" West, a distance of 185.59 feet, to a 40d nail in a fence post found;
7. North 14°53'55" West, a distance of 295.09 feet, to a 1/2 inch iron rod found on the south line of that certain 113.5 acre tract of land conveyed to Emzie Lee Fisher by deed of record in Volume 756, Page 287, said Deed Records, for the northwest corner of said 50 acre tract, same point being the northern most northeast corner of said 98.38 acre tract of land, and for the northwest corner of the herein described tract;

THENCE, North 69°09'19" East, with the north line of said 50 acre tract, same line being said south line of the 113.5 acre tract of land, a distance of 1407.10 feet, to a /2 inch iron rod with cap stamped "STEGER BIZZELL" set for the northeast corner of the herein described tract, from which point a Texas Department of Transportation concrete monument with brass disc (TxDOT Type II) found on said west right-of-way line of RM 2338, bears North 69°09'19" East, a distance of 374.50 feet;

THENCE, South 20°59'55" East, severing said 50 acre tract, a distance of 1161.85 feet, to the **POINT OF BEGINNING**, and containing 38.53 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 U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00015.

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

I certify that this description was prepared from a survey made on the ground in/on June and July 2017, under my supervision.

Steger & Bizzell Engineering Inc.

07/05/17

Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700



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STEGER BIZZELL
1978 S. Austin Ave
Georgetown, TX 78626

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

10.001 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 10.001 ACRES (APPROXIMATELY 435,639 SQ. FT.) IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 50 ACRE TRACT CONVEYED TO EMZIE AND ELZORA FISHER IN A WARRANTY DEED DATED NOVEMBER 5, 1948 AND RECORDED IN VOLUME 353, PAGE 94 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10.001 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument found for a point of tangency in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, and shown on TXDOT right-of-way strip map CSJ 2211-01-001, being in the north line of said 50 acre tract, also being in the south line of a 113.5 acre tract described in Volume 756, Page 287 of the Deed Records of Williamson County, Texas, same being the south line of Lot 5 of M.C. Hamilton's Subdivision, a subdivision of record in Volume 27, Page 137 of the Deed Records of Williamson County, Texas, from which a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 69°31'35" East, a distance of 80.00 feet;

THENCE South 20°59'36" East, with the west right-of-way line of Ranch Road 2338, crossing said 50 acre tract, a distance of 1164.60 feet to a 1/2" rebar with "Early Boundary" cap set for an angle point in the west right-of-way line of Ranch Road 2338, being in the south line of said 50 acre tract, being the northeast corner of a 3,848 sq. ft. right-of-way dedication shown on the G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar with "Steger Bizzell" cap found for the southeast corner of said 3,848 sq. ft. right-of-way dedication, bears South 20°59'36" East, a distance of 139.94 feet;

THENCE South 69°37'24" West, with the right-of-way line of Ranch Road 2338, same being the north line of said 3,848 sq. ft. right-of-way dedication, also being the south line of said 50 acre tract, a distance of 27.50 feet to a 1/2" rebar with "Early Boundary" cap set for the easternmost northeast corner of Lot 1, Block A of said G.I.S.D. West Side, being the northwest corner of said 3,848 sq. ft. right-of-way dedication;

THENCE South 69°37'24" West, with the south line of said 50 acre tract and a north line of said Lot 1, a distance of 347.07 feet to a 1/2" rebar with "Steger Bizzell" cap found for an interior corner of said Lot 1;

THENCE North 20°59'31" West, crossing said 50 acre tract with an east line of said Lot 1, a distance of 1161.72 feet to a 1/2" rebar with "Steger Bizzell" cap found in the north line of said 50 acre tract, being the northernmost northeast corner of said Lot 1, being also in the south line of said 113.5 acre tract, same being the south line of said Lot 5;

THENCE North 69°10'58" East, with the north line of said 50 acre tract, and the south line of said 113.5 acre tract, same being the south line of said Lot 5, a distance of 374.52 feet to the **POINT OF BEGINNING**, containing an area of 10.001 acres, more or less.

Surveyed on the ground on August 28, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-125AC

08-30-24

John L. Briley Date
Registered Professional Land Surveyor
State of Texas No. 7070

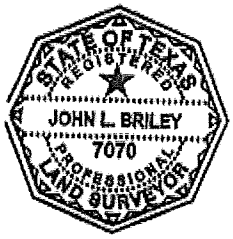


Exhibit B

APPROVED CONSULTANTS AND RATES

City Attorney/ Outside Counsel	Current billing rate of $295 per hour, subject to change per Section 1(b) of the Developer Deposit Agreement. Upon closing for each series of PID bonds, if issued, the City Attorney for the City shall be paid a fee of $25,000 for rendering an opinion in connection with the issuance and sale of such PID bonds, which fee shall be payable out of the proceeds of said PID bonds unless otherwise agreed to by both Parties.
Financial Advisor	Specialized Public Finance Inc. ("Financial Advisor") shall charge a flat PID creation fee of $20,000, which fee shall be due and payable within ten (10) business days of the Effective Date of this Agreement. Upon closing for each series of PID bonds, if issued, Financial Advisor shall be paid a fee equal to 1.25% of the principal amount thereof, which fee shall only be payable out of the proceeds of said PID bonds. If PID bonds are subsequently issued, the City's Financial Advisor fee of 1.25% for the issuance of PID bonds as set out in the preceding sentence shall be reduced by the amount of the flat PID creation fee of $20,000 previously paid by the Owner.
Bond Counsel	McCall, Parkhurst & Horton L.L.P. ("Bond Counsel") shall charge a flat PID creation fee of $30,000, which fee shall be due and payable within ten (10) business days of the Effective Date of this Agreement. Upon closing for each series of PID bonds, if issued, Bond Counsel shall be paid a fee equal to 3% of the principal amount thereof, which fee shall only be payable out of the proceeds of said PID bonds. If PID bonds are subsequently issued, the City's Bond Counsel fee of 3% for the issuance of PID bonds as set out in the preceding sentence shall be reduced by the amount of the flat PID creation fee of $30,000 previously paid by the Owner.
PID Administrator	Current billing rates of $350 per hour for President, $325 per hour for Vice President, $300 per hour for Director/Regional Director, $250 per hour for Senior Manager/Senior Project Manager, $225 per hour for Manager/Project Manager, $200 per hour for Senior Analyst, $175 per hour for Analyst II, $150 per hour for Analyst I, and $125 per hour for Administrative, each subject to change per Section 1(b) of the Developer Deposit Agreement.

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Resolution - 2025-8-ANX - 3500 FM 971

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to begin the annexation proceedings for approximately 46.99 acres of City of Georgetown owned property situated in the Joseph Berry Survey, Abstract No. 63, to be known as the Pecan Branch Water Reclamation Facility, generally located at 3500 FM 971, Georgetown, TX 78626 (2025-8-ANX) -- Ryan Clark, AICP, Planning Manager

ITEM SUMMARY:

The City owns the subject property and intends to construct the Pecan Branch Water Reclamation Facility 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:
N/A

SUBMITTED BY:
Haley Webre, Planning Department

ATTACHMENTS:
2025-8-ANX_Resolution for Annexation_Pecan Branch Reclamation Facility.pdf
2025-8-ANX_Staff Presentation_Resolution.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, REQUESTING THE ANNEXATION OF APPROXIMATELY 46.99 ACRES OF CITY-OWNED PROPERTY SITUATED IN THE JOSEPH BERRY SURVEY, ABSTRACT NO. 63, AND KNOWN AS PECAN BRANCH WATER TREATMENT 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:

> 46.99-acre tract of land situated in Joseph Berry Survey, Abstract 63, 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 "Pecan Branch Water Treatment 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 Pecan Branch Water Treatment Plant, hereby requests that the City of Georgetown annex the Pecan Branch Water Treatment 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:	April 14, 2026 (today)
Approval of the Municipal Services Agreement	April 28, 2026
Public Hearing:	May 5, 2026
Annexation Ordinance (First Reading):	May 26, 2026
Annexation Ordinance (Second Reading):	June 9, 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”

METES AND BOUNDS DESCRIPTION

BEING A 26.466-ACRE TRACT OF LAND SITUATED IN THE JOS. BERRY SURVEY, ABSTRACT NO. 63, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 46.915-ACRE TRACT OF LAND CONVEYED TO TEXAS PARKS AND RECREATION FOUNDATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 9533817 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 26.466-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING on a capped iron rod set on a point in the southerly right-of-way line of F.M. Road No. 971, same being the northeasterly corner of a 19.06-acre tract of land conveyed to Ted Kallus, et ux, by instruments recorded in Volume 2617, Page 477, and Volume 2637, Page 737 of the Deed Records of Williamson County, Texas, same being the northwesterly corner of the said 46.915-acre, for the northwesterly corner and POINT OF BEGINNING hereof, from which a concrete monument found on the southerly right-of-way line of F.M. Road No. 971 bears S78°15'20"W a distance of 2214.01 feet;

THENCE with the said southerly right-of-way line and northerly boundary line of said 46.915-acre tract the following three (3) courses and distances:

1) N78°15'20"E for a distance of 531.59 feet to a concrete monument found on a point being at the beginning of a curve to the right;

2) Along the arc of said curve to the right an arc distance of 228.39 feet, having a radius of 5689.58 feet, a delta angle of 2°18'00", and a chord which bears N79°24'20"E a distance of 228.38 feet, to a concrete monument found;

3) N80°33'20"E for a distance of 95.40 feet to a capped iron rod set on a point being the westerly corner of a 0.483-acre Right-of-Way Easement, recorded in Volume 506, Page 578 of said Deed Records, for an angle point hereof;

THENCE with the southerly boundary line of said 0.483-acre tract and northerly boundary line of said 46.915-acre tract, N86°23'20"E for a distance of 187.24 feet to a capped iron rod set on a point being the northeasterly corner hereof;

THENCE departing the southerly boundary line of said 0.483-acre tract, through the interior of said 46.915-acre tract, S20°55'06"E for a distance of 1087.93 feet to a capped iron rod set on a point being in the southerly boundary line of the said 46.915-acre tract and the northerly boundary line of Georgetown Railroad right-of-way, 100 feet in width, conveyed in Volume

Unofficial Document

2267, Page 954 of the Official Records of Williamson County, Texas, for the beginning of a curve to the left and the southeasterly corner hereof;

THENCE with the northerly boundary line of the said Georgetown Railroad and the southerly boundary line of said 46.915-acre tract the following two (2) courses and distances:

1) Along the arc of said curve to the left an arc distance of 358.33 feet, having a radius of 3869.83 feet, a delta angle of 5°18'19", and a chord which bears S78°10'26"W a distance of 358.21 feet to a capped iron rod set on a point at the end of said curve;

2) S75°31'16"W for a distance of 671.84 feet to a 3/4" iron pipe found on a point being the southeasterly corner of aforementioned 19.06-acre Kallus tract, the southwesterly corner of said 46.915-acre tract and southwesterly corner hereof;

THENCE with the easterly boundary line of said 19.06-acre Kallus tract and the westerly boundary line of said 46.915-acre tract, N20°56'20"W for a distance of 1156.33 feet to the POINT OF BEGINNING containing 26.466 acres of land, more or less.

DIAMOND SURVEYING, INC.
516 LEANDER ROAD, GEORGETOWN, TX 78626
(512) 931-3100

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

9/15/03

SHANE SHAFER, R.P.L.S. No. 5281 Date

TPRF 26.466 AC. TRACT

Unofficial Document

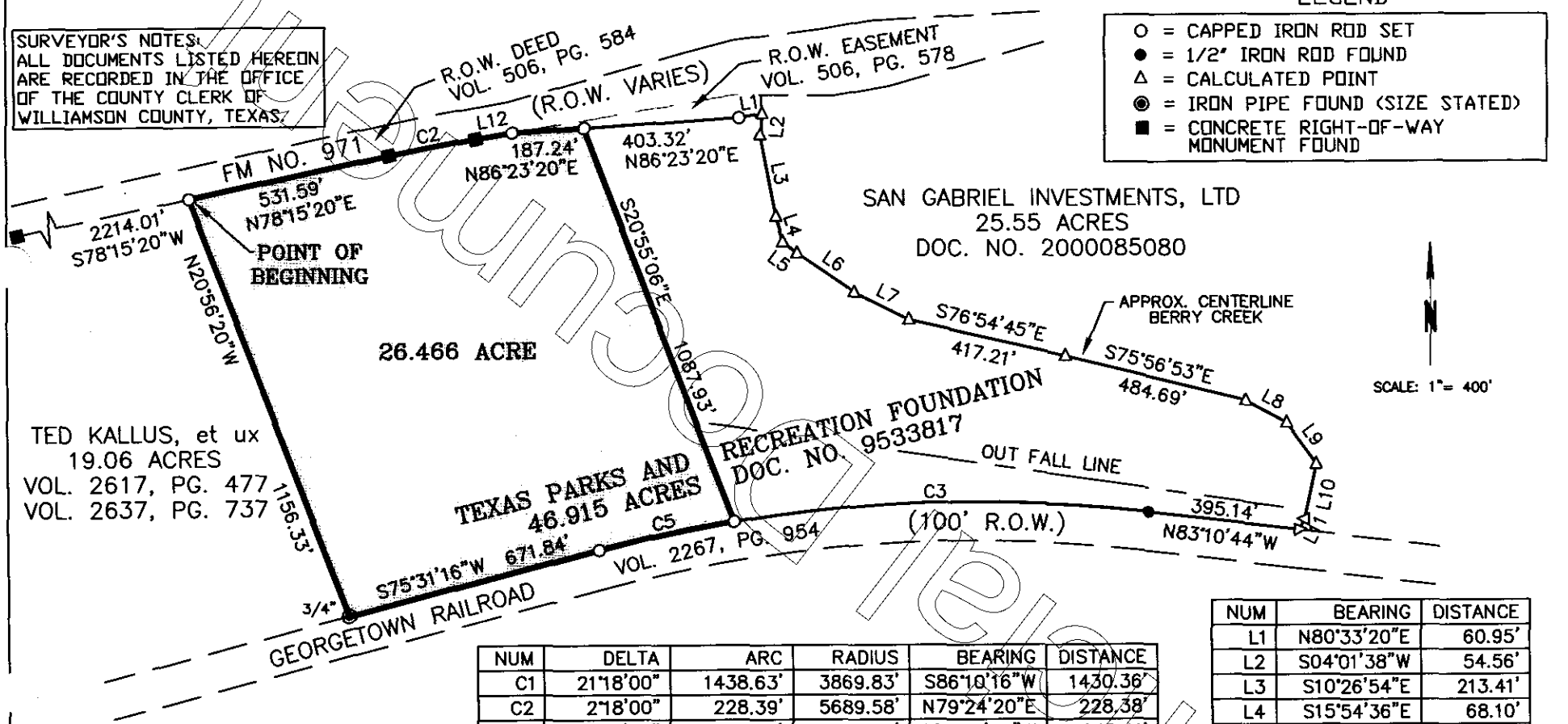
SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

BEING A 26.466 ACRE TRACT OF LAND SITUATED IN THE JOS. BERRY SURVEY, ABSTRACT NO. 63, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 46.915 ACRE TRACT OF LAND CONVEYED TO TEXAS PARKS RECREATION FOUNDATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 9533817 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SURVEYOR'S NOTES:
ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

LEGEND

- ○ = CAPPED IRON ROD SET
- ● = 1/2" IRON ROD FOUND
- △ = CALCULATED POINT
- ◉ = IRON PIPE FOUND (SIZE STATED)
- ■ = CONCRETE RIGHT-OF-WAY MONUMENT FOUND



NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	21°18'00"	1438.63'	3869.83'	S86°10'16"W	1430.36'
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C3	15°32'25"	1049.63'	3869.83'	S89°03'04"W	1046.41'
C4	0°27'14"	30.67'	3869.83'	S81°03'13"W	30.67'
C5	5°18'19"	358.33'	3869.83'	S78°10'26"W	358.21'

NUM	BEARING	DISTANCE
L1	N80°33'20"E	60.95'
L2	S04°01'38"W	54.56'
L3	S10°26'54"E	213.41'
L4	S15°54'36"E	68.10'
L5	S52°02'18"E	47.21'
L6	S55°33'05"E	180.02'
L7	S63°35'20"E	158.47'
L8	S61°26'52"E	119.78'
L9	S35°59'45"E	132.35'
L10	S12°48'55"W	144.77'
L11	S26°40'18"W	30.95'
L12	N80°33'20"E	95.40'
L13	N86°23'20"E	31.42'

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision, completed on September 8, 2003. At the time of this survey there were no encroachments, conflicts, or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey was performed without the benefit of a Title Commitment, and may be subject to instruments of record not shown hereon. USE OF THIS SURVEY FOR ANY PURPOSE BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

SHANE SHAFER, R.P.L.S. NO. 5281 — 9/15/03 DATE

DIAMOND SURVEYING, INC.
516 LEANDER ROAD, GEORGETOWN, TX 78626
(512) 931-3100

SHEET 1 OF 1

METES AND BOUNDS DESCRIPTION

BEING A 0.748-ACRE TRACT OF LAND SITUATED IN THE JOS. BERRY SURVEY, ABSTRACT NO. 63, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 46.915-ACRE TRACT OF LAND CONVEYED TO TEXAS PARKS AND RECREATION FOUNDATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 9533817 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.748-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE on a capped iron rod set on a point in the southerly right-of-way line of F.M. Road No. 971, same being the northeasterly corner of a 19.06-acre tract of land conveyed to Ted Kallus, et ux, by instruments recorded in Volume 2617, Page 477, and Volume 2637, Page 737 of the Deed Records of Williamson County, Texas, same being the northwesterly corner of the said 46.915-acre, from which a concrete monument found on the southerly right-of-way line of F.M. Road No. 971 bears S78°15'20"W a distance of 2214.01 feet;

THENCE with the said southerly right-of-way line and northerly boundary line of said 46.915-acre tract the following three (3) courses and distances:

1) N78°15'20"E for a distance of 531.59 feet to a concrete monument found on a point being at the beginning of a curve to the right;

2) Along the arc of said curve to the right an arc distance of 228.39 feet, having a radius of 5689.58 feet, a delta angle of 2°18'00", and a chord which bears N79°24'20"E a distance of 228.38 feet, to a concrete monument found;

3) N80°33'20"E for a distance of 95.40 feet to a capped iron rod set on a point being the westerly corner of a 0.483-acre Right-of-Way Easement recorded in Volume 506, Page 578 of said Deed Records, for an angle point hereof;

THENCE with the southerly boundary line of said 0.483-acre tract and northerly boundary line of said 46.915-acre tract, N86°23'20"E for a distance of 187.24 feet to a capped iron rod set on a point being the northwesterly corner and POINT OF BEGINNING hereof;

THENCE with the southerly boundary line of said 0.483-acre tract and the northerly boundary line of said 46.915-acre tract N86°23'20"E for a distance of 31.42 feet to a capped iron rod set on a point being the northeasterly corner hereof;

Unofficial Document

THENCE leaving the southerly boundary line of said 0.483-acre tract, through the interior of said 46.915-acre tract S20°55'06"E for a distance of 1084.94 feet to a capped iron rod set on a point being in the southerly boundary line of the said 46.915-acre tract and the northerly boundary line of Georgetown Railroad right-of-way, 100 feet in width, conveyed in Volume 2267, Page 954 of the Official Records of Williamson County, Texas, for the beginning of a curve to the left and the southeasterly corner hereof;

THENCE with the northerly boundary line of said Georgetown Railroad and the southerly boundary line of said 46.915-acre tract along the arc of said curve to the left an arc distance of 30.67 feet, having a radius of 3869.83 feet, a delta angle of 0°27'14", and a chord which bears S81°03'13"W a distance of 30.67 feet to a capped iron rod set on a point being the southwesterly corner hereof;

THENCE leaving the northerly boundary line of said Georgetown Railroad right-of-way, through the interior of said 46.915-acre tract N20°55'06"W for a distance of 1087.93 feet to the POINT OF BEGINNING containing 0.748 acres of land, more or less.

DIAMOND SURVEYING, INC.
816 LEANDER ROAD, GEORGETOWN, TX 78626
(512) 931-3100

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

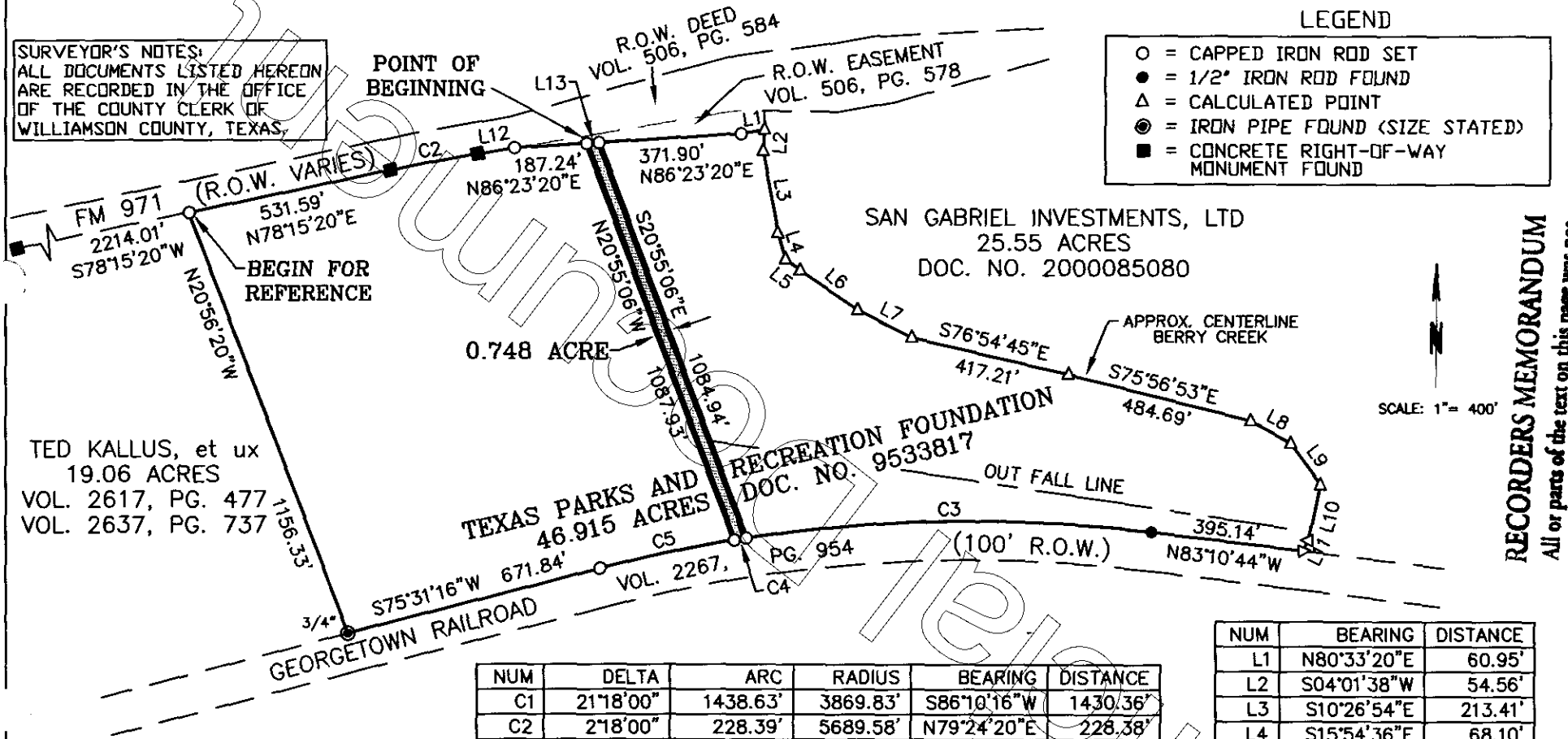
SHANE SHAFER, R.P.L.S. No. 5281 — Date 9/15/03

DOC 2003-69

Unofficial Document

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

BEING A 0.748 ACRE TRACT OF LAND SITUATED IN THE JOS. BERRY SURVEY, ABSTRACT NO. 63, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 46.915 ACRE TRACT OF LAND CONVEYED TO TEXAS PARKS RECREATION FOUNDATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 9533817 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



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NUM	BEARING	DISTANCE
L1	N80°33'20"E	60.95'
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L10	S12°48'55"W	144.77'
L11	S26°40'18"W	30.95'
L12	N80°33'20"E	95.40'
L13	N86°23'20"E	31.42'

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision, completed on September 8, 2003. At the time of this survey there were no encroachments, conflicts, or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey was performed without the benefit of a Title Commitment, and may be subject to instruments of record not shown hereon. USE OF THIS SURVEY FOR ANY PURPOSE BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

SHANE SHAFER, R.P.L.S. NO. 5281 — DATE 9/15/03

DIAMOND SURVEYING, INC.
516 LEANDER ROAD, GEORGETOWN, TX 78626
(512) 931-3100

SHEET 1 OF 1

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING A 19.776-ACRE TRACT OF LAND SITUATED IN THE JOS. BERRY SURVEY, ABSTRACT NO. 63, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 46.915-ACRE TRACT OF LAND CONVEYED TO TEXAS PARKS AND RECREATION FOUNDATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 9533817 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 19.776-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE on a capped iron rod set on a point in the southerly right-of-way line of F.M. Road No. 971, same being the northeasterly corner of a 19.06-acre tract of land conveyed to Ted Kallus, et ux, by instruments recorded in Volume 2617, Page 477, and Volume 2637, Page 737 of the Deed Records of Williamson County, Texas, same being the northwesterly corner of the said 46.915-acre, from which a concrete monument found on the southerly right-of-way line of F.M. Road No. 971 bears S78°15'20"W a distance of 2214.01 feet;

THENCE with the said southerly right-of-way line and northerly boundary line of said 46.915-acre tract the following three (3) courses and distances:

1) N78°15'20"E for a distance of 531.59 feet to a concrete monument found on a point being at the beginning of a curve to the right;

2) Along the arc of said curve to the right an arc distance of 228.39 feet, having a radius of 5689.58 feet, a delta angle of 2°18'00", and a chord which bears N79°24'20"E a distance of 228.38 feet, to a concrete monument found;

3) N80°33'20"E for a distance of 95.40 feet to a capped iron rod set on a point being the westerly corner of a 0.483-acre Right-of-Way Easement, recorded in Volume 506, Page 578 of said Deed Records, for an angle point hereof;

THENCE with the southerly boundary line of said 0.483-acre tract and northerly boundary line of said 46.915-acre tract, N86°23'20"E for a distance of 218.66 feet to a capped iron rod set on a point being the northwesterly corner and POINT OF BEGINNING hereof;

THENCE with the southerly boundary line of said 0.483-acre tract and northerly boundary line of said 46.915-acre tract the following two (2) courses and distances:

1) N86°23'20"E for a distance of 371.90 feet to a capped iron rod set on a point being an angle point hereof;

Unofficial Document

2) N80°33'20"E for a distance of 60.95 feet to a point in the centerline of Berry Creek being on the westerly boundary line of a 25.55-acre tract of land conveyed to San Gabriel Investments, Ltd. by instrument recorded in Document No. 2000085080 of the Official Records of Williamson County, Texas, being the southeasterly corner of said 0.483-acre tract and the northeasterly corner of said 46.915-acre tract and northeasterly corner hereof;

THENCE with the easterly boundary line of said 46.915-acre tract and westerly boundary line of said 25.55-acre tract and the centerline of Berry Creek the following twelve (12) courses and distances:

1) S04°01'38"W for a distance of 54.56 feet to a point;
2) S10°26'54"E for a distance of 213.41 feet to a point;
3) S15°54'36"E for a distance of 68.10 feet to a point;
4) S52°02'18"E for a distance of 47.21 feet to a point;
5) S55°33'05"E for a distance of 180.02 feet to a point;
6) S63°35'20"E for a distance of 158.47 feet to a point;
7) S76°54'45"E for a distance of 417.21 feet to a point;
8) S75°56'53"E for a distance of 484.69 feet to a point;
9) S61°26'52"E for a distance of 119.78 feet to a point;
10) S35°59'45"E for a distance of 132.35 feet to a point;
11) S12°48'55"W for a distance of 144.77 feet to a point;
12) S26°40'18"W for a distance of 30.95 feet to a point being the southeasterly corner of said 46.915-acre tract and the southwesterly corner of said 25.55-acre tract, being on the northerly boundary line of Georgetown Railroad right-of-way, 100 feet in width, conveyed in Volume 2267, Page 954 of the Official Records of Williamson County, Texas, for the southeasterly corner hereof;

THENCE with the southerly boundary line of said 46.915-acre tract and northerly boundary line of said Georgetown Railroad the following two (2) courses and distance:

1) N83°10'44"W for a distance of 395.14 feet to an iron rod found on a point being the beginning of a curve to the left;
2) Along the arc of said curve to the left an arc distance of 1049.63 feet, having a radius of 3869.83 feet, a delta angle of 15°32'25", and a chord which bears S89°03'04"W a distance of 1046.41 feet to a capped iron rod set on a point being the southwesterly corner hereof;

Unofficial Document

THENCE leaving the northerly boundary line of said Georgetown Railroad, through the interior of said 46.915-acre tract N20°55'06"W for a distance of 1084.94 feet to the POINT OF BEGINNING containing 19.776 acres of land, more or less.

<> DIAMOND SURVEYING, INC.
516 LEANDER ROAD, GEORGETOWN, TX 78626
(512) 931-3100



9/15/03

SHANE SHAFER, R.P.L.S. No. 5281 Date

DSI 2003-69

Unofficial Document

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

BEING A 19.776 ACRE TRACT OF LAND SITUATED IN THE JOS. BERRY SURVEY, ABSTRACT NO. 63, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 46.915 ACRE TRACT OF LAND CONVEYED TO TEXAS PARKS RECREATION FOUNDATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 9533817 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SURVEYOR'S NOTES:
ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

LEGEND
- ○ = CAPPED IRON ROD SET
- ● = 1/2" IRON ROD FOUND
- △ = CALCULATED POINT
- ◉ = IRON PIPE FOUND (SIZE STATED)
- ■ = CONCRETE RIGHT-OF-WAY MONUMENT FOUND

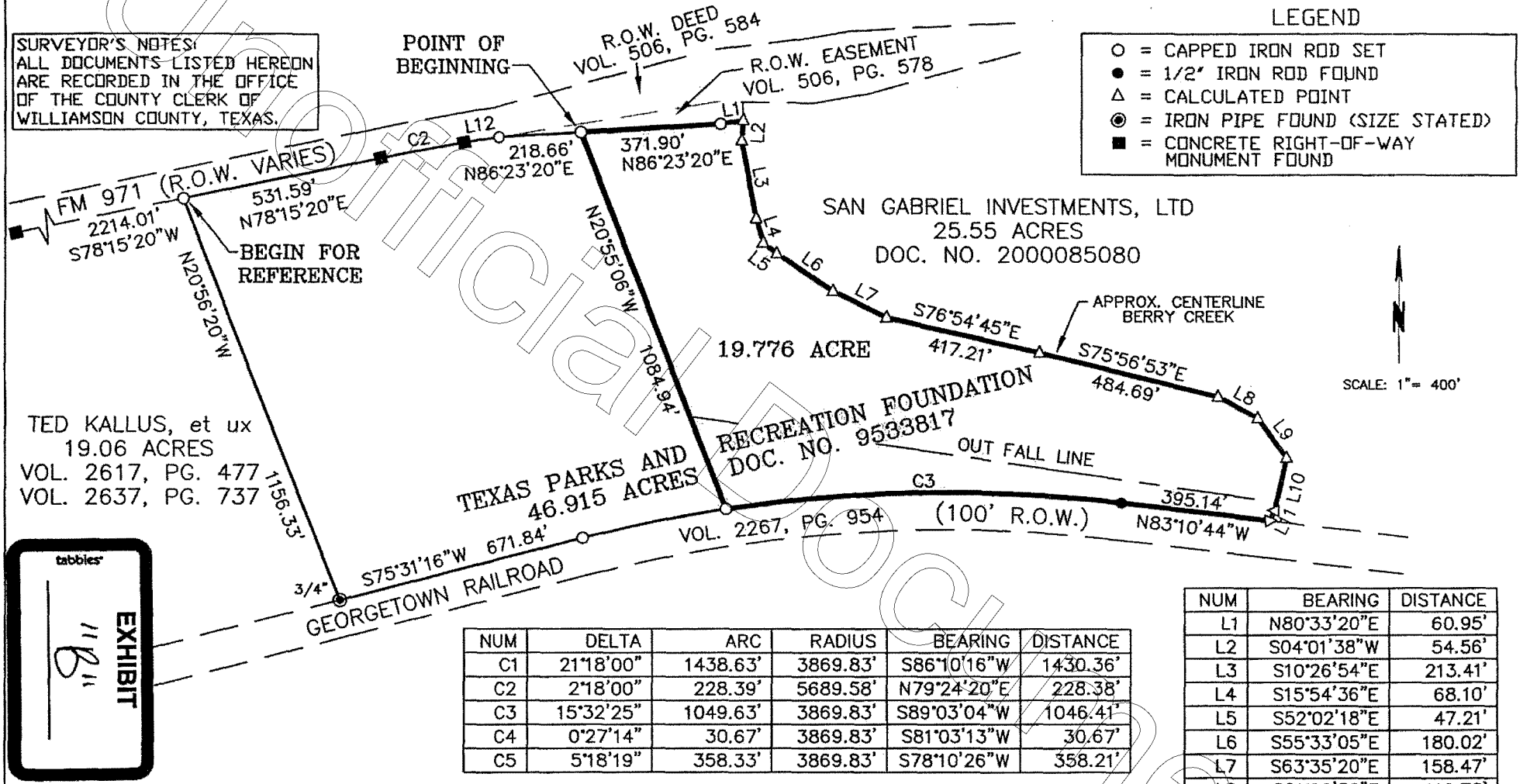

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EXHIBIT "B"

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STATE OF TEXAS
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SHANE SHAFER
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PROFESSIONAL
LAND SURVEYOR

SHANE SHAFER, R.P.L.S. NO. 5281

9/15/03
DATE

DIAMOND SURVEYING, INC.
516 LEANDER ROAD, GEORGETOWN, TX 78626
(512) 931-3100

SHEET 1 OF 1

Unofficial Document

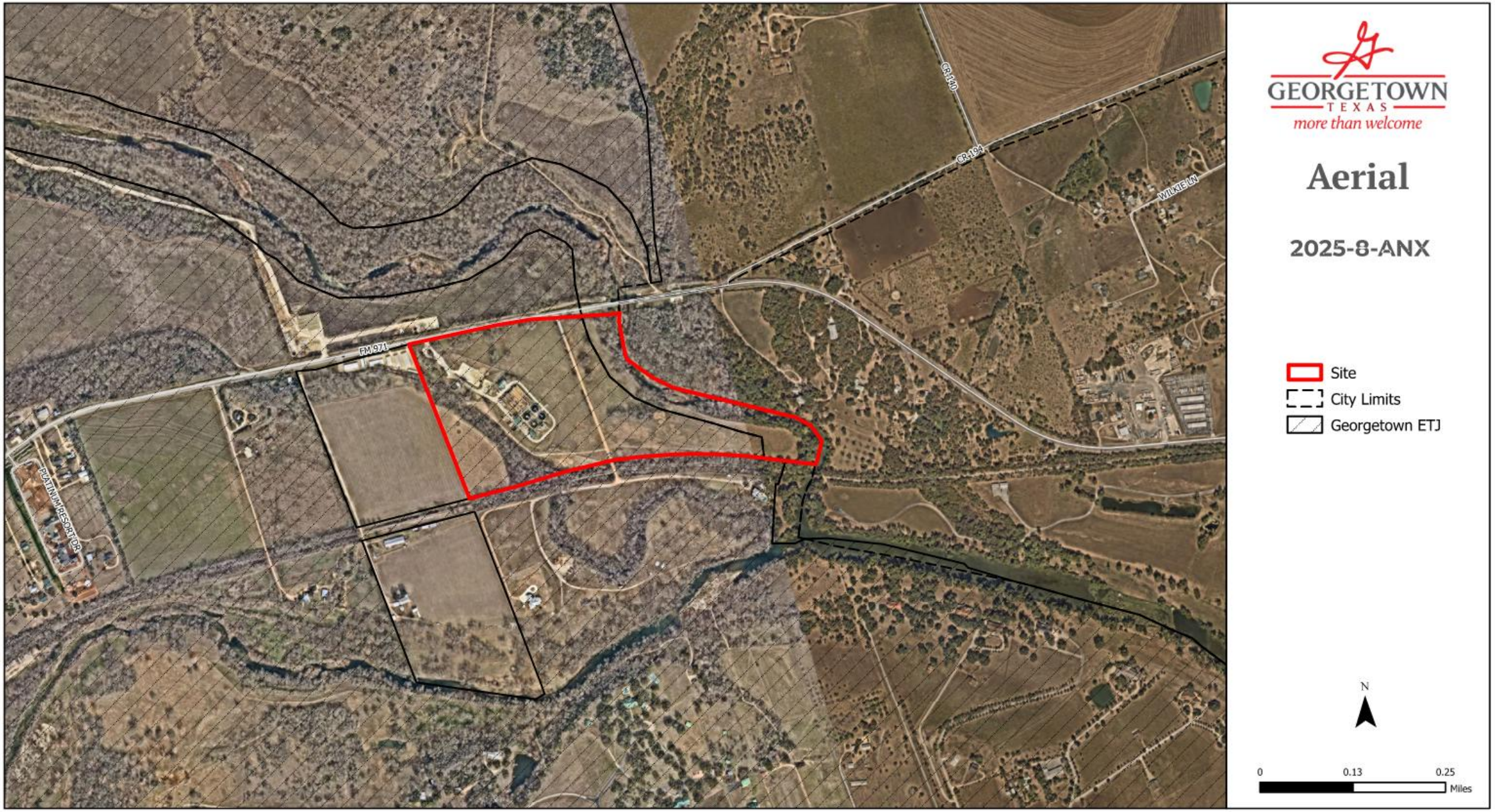
Pecan Branch Water Reclamation Facility- Resolution 2025-8-ANX

April 14, 2026 | City Council

Item Under Consideration

2025-8-ANX

Consideration and possible action to approve a Resolution to begin the annexation proceedings for approximately 46.99 acres of City of Georgetown owned property situated in the Joseph Berry Survey, Abstract No. 63, to be known as the Pecan Branch Water Reclamation Facility, generally located at 3500 FM 971, Georgetown, TX 78626 (2025-8-ANX).
Ryan Clark, AICP, Planning Manager


GEORGETOWN
TEXAS
more than welcome
Aerial
2025-8-ANX
Site
City Limits
Georgetown ETJ
N
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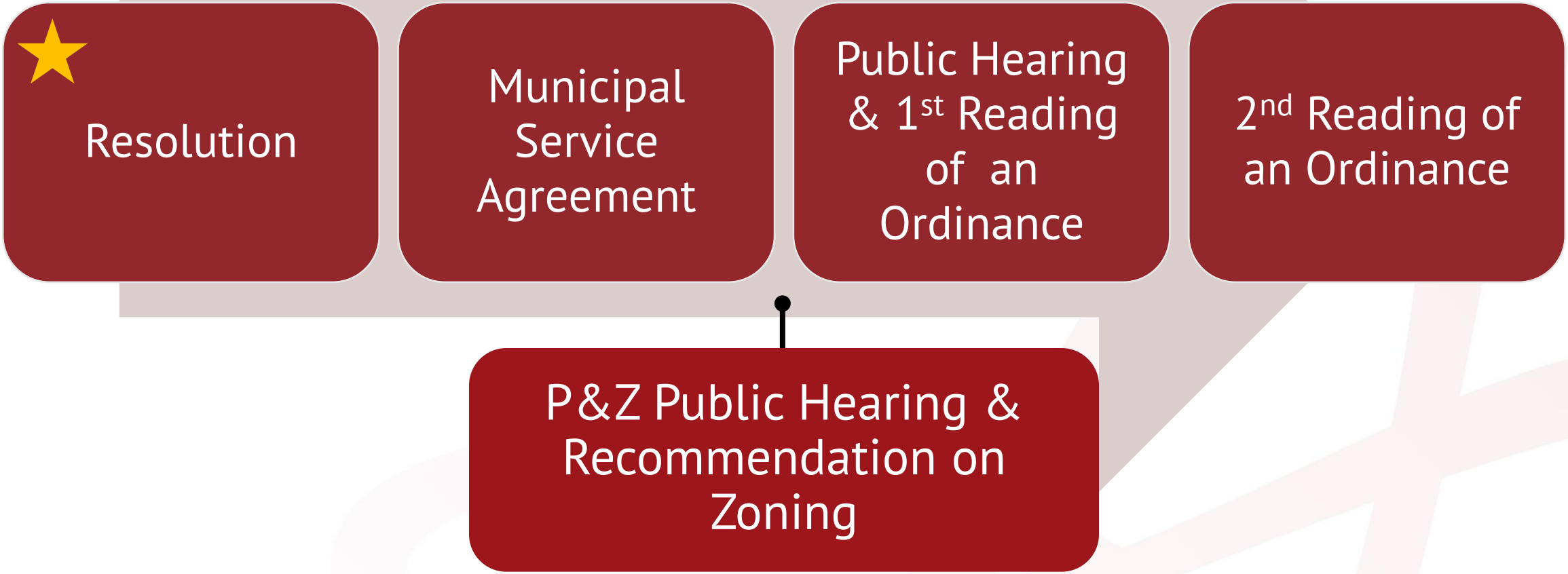
0.13
0.25
Miles
FM 971
CR 110
CR 194
WILKIE LN
PLATINUM RESORT DR

Annexation Process



Tentative Schedule

Status	Date	Body	Purpose
✓	April 14	City Council	Resolution to begin Annexation Proceedings
	April 28	City Council	Municipal Services Agreement
	May 5	P&Z	Public Hearing & Consideration of Zoning
	May 26	City Council	Public Hearing & 1st Reading
	June 9	City Council	2nd Reading

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Purchase a Sanitary Sewer Vacuum Truck

SUGGESTED ACTION:
Consideration and possible action to approve the purchase of a Model 900ECO vacuum truck from Houston Freightliner under HGAC contract# HT06-20 for an amount not to exceed $566,186.00 -- Scott Parker, Fleet Services Manager

ITEM SUMMARY:
This truck will be used by the wastewater department for maintenance and repairs of city infrastructure. This truck was evaluated in the fleet replacement model and is part of the replacement cycle for FY25/26. The vehicle is quoted under HGAC contract# HT06-20. HGAC is a cooperative contract that results in competitive pricing for vehicles.

FINANCIAL IMPACT:
The purchase of this truck was approved in the FY26 budget. The amount for this purchase is not to exceed $566,186.00.

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
Georgetown 900ECO 9 Yard HGAC Quote.pdf
Houston Freightliner HGAC Addendum [vendor signed].pdf

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT06-20	Date Prepared:	1/23/2026

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Georgetown	Contractor:	Houston Freightliner
Contact Person:	Scott Parker	Prepared By:	Adam Neuse
Phone:	512-930-3563	Phone:	713-580-8148
Fax:		Fax:	
Email:	scott.parker@georgetowntexas.gov	Email:	adam.neuse@houstonfreightliner.com

Product Code:	D3	Description:	114SD, Conventional Cab, SFFA, TRA (PRL-20D)

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 120752

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
RH Outboard Under Step Mtd Horizontal Aftertreatment with v	617	Dual West Coast Mirrors w/LH-RH Remote	215
Battery Disconnect MTD LH of Driver Seat	150	Front Sun Visor	210
Positive and Negative Jump Starts Mtd on Frame Next to Starte	69	Basic High Back Air Driver Seat	159
1350- Front PTO Provision	365	Basic High Back Air Susp Pass Seat	191
MFS-20-133A 20,000 LB FRONT AXLE	2682	Adjustable Steering Column	359
20,000 LB TAPERLEAF FRONT SUSPENSION	1130	Back Up Alarm	33
Driver Controlled Differential Lock (One Axle)	551	AM/FM/WB CD/MP3 with Sirius XM	449
268" Wheelbase	1228		
1/4" Inner Frame Reinforcement	775		
24" Front Frame Extension w/ Insert	563	Sewer Equipment Co. of America Model 900ECO 9YD	433322
Front Tow Hooks	56	**Subtotal From Additional Sheet(s):**	
LH 100 Gallon Fuel Tank	306	**Subtotal B:**	443430

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
1/2X3.64X11-7/8" Frame 120KSI	1318		
HAC3 425/65R22.5 20 PLY RADIAL FRONT TIRES	1160	**Subtotal From Additional Sheet(s):**	0
X WORKS XDY 315/80R22.5 20 PLY RADIAL REAR TIRES	3940	**Subtotal C:**	6418

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 1%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	570600	=	Subtotal D:	570600

E. H-GAC Order Processing Charge (Amount Per Current Policy) — **Subtotal E:** 1000

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Discount	-5414
		Subtotal F:	-5414

Delivery Date: **G. Total Purchase Price (D+E+F):** 566186

HGACBuy THE SMART PURCHASING SOLUTION

City of Georgetown
Addendum to
H-GAC Master General Provisions

This Addendum is entered into between Houston Freightliner, Inc. ("Houston Freightliner"), and the City of Georgetown, Texas, a Texas municipal corporation, with a place of business in Georgetown, Texas (the "City"). These Addendum terms of service supersede and preempt any other terms of service. This Addendum and H-GAC Master General Provisions not superseded or preempted constitute the Agreement between the parties (the "Agreement").

1. **Non-Appropriation**. This Agreement is a commitment of City's current revenues only. The City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the city does not appropriate funds sufficient to purchase the services. The City may terminate for non-appropriation by giving Houston Freightliner a written notice of termination at the end of its then current fiscal year.

2. **INDEMNIFICATION. HOUSTON FREIGHTLINER SHALL FULLY RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS CO-VENTURERS, ITS CONTRACTORS, AND THEIR RESPECTIVE AFFILIATES, AND THE CITY'S AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES (INCLUDING AGENCY PERSONNEL ("CUSTOMER GROUP") FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF THE CITY'S PURCHASE, USE, SALE OR INCORPORATION OF ANY PRODUCTS PURCHASED FROM HOUSTON FREIGHTLINER INTO THE CITY'S PRODUCTS OR EQUIPMENT WHEREIN IT IS CLAIMED OR ALLEGED THAT HOUSTON FREIGHTLINER'S PRODUCTS ARE DEFECTIVE OR VIOLATE ANY WARRANTY, STANDARD OF CARE, INDUSTRY STANDARD OR GOVERNMENTAL REGULATION OR TERM OR CONDITION OF ANY PURCHASE ORDER WITHOUT REGARD TO ANY ALLEGATION OF NEGLIGENCE ON THE PART OF THE CUSTOMER GROUP AS IT PERTAINS TO HOUSTON FREIGHTLINER'S PRODUCTS.**

3. **Termination for Convenience.** The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, Houston Freightliner shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. If terminated prior to the delivery of products, the City shall receive a full refund of any amount already remitted for the purposes of this contract.

4. **Termination for Cause.** In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an

incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party. In addition to all other remedies available under law and in equity, the City may remove Houston Freightliner from the City's Contractor list in the event that this Agreement is terminated for cause and any offer submitted by Houston Freightliner may be disqualified for up to three (3) years. If terminated prior to the delivery of products or the breach has not been cured by Houston Freightliner, the City shall receive a full refund of any amount already remitted for the purposes of this contract.

5. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas. Venue shall be the applicable courts of Williamson County, Texas.

Houston Freightliner, Inc.

By: _____

Name: Adam Neuse

Title: Account Manager

City of Georgetown, Texas

By: _____

Name: _____

Title: _____

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Fire Hydrant Parts Contract with ACT Pipe & Supply

SUGGESTED ACTION:
Consideration and possible action to award a bid to ACT Pipe & Supply for the purchase of fire hydrants parts in an amount not-to-exceed $50,000.00 annually and to authorize the City Manager to execute up to four 1-year renewals for a total not-to-exceed amount of $250,000.00 -- Chelsea Solomon, PE, Water Utility Director

ITEM SUMMARY:
The Water Utility maintains multiple types and models of fire hydrants throughout the water distribution system. The City issued an invitation to bid (ITB No. 2026-13) for bids for replacement parts and assemblies for the fire hydrants. City staff recommends awarding bids with multiple vendors in order to properly maintain, repair, and replace existing hydrants.

Approval of this item will allow the Water Utility to procure fire hydrants and related components from ACT Pipe & Supply on an as-needed basis. Establishing this contract will ensure the availability of critical materials required for routine maintenance, emergency repairs, and continued system reliability.

FINANCIAL IMPACT:
Funds are available in Fund 660, Cost Center CC0528 (Water Distribution)

SUBMITTED BY:
Deniece Sesma, Water Utility Department

ATTACHMENTS:
ITB 202613 Fire Hydrant Parts - ACT Pipe and Supply.pdf
Supplier Response (ACT PIPE & SUPPLY).pdf

INVITATION TO BID

No. 202613

For

Fire Hydrant Parts

Issued: February 4, 2026

Issued By:
City of Georgetown
Purchasing Department
510 W. 9th Street
Georgetown, TX 78627

Responses Due: 2PM, March 3, 2026

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I. INTRODUCTION

Bids are solicited from qualified Successful Bidders to provide new, OEM or OEM approved equivalent fire hydrants parts on an as needed basis. With the Following definitions, terms and conditions of bidding.

A. NOTICE

Sealed bids are due at **2:00 p.m. on March 3rd 2026,** after which time all qualified bids will be opened and publicly read aloud.

B. RECEIPT OF BIDS

Electronic Sealed Bids. Electronic Sealed Bids shall be submitted through the City's web site at: Georgetown eBid System. All interested Bidders are required to register as a "supplier" on the City's E-bid System at the above web address and clicking on "Supplier Registration". Registration provides automatic access to the solicitation and its documents (specifications, attachments, exhibits), and for any changes to the solicitation including change(s) to the submission time and date.

Electronic Bids shall be uploaded in the E-bid system and electronically submitted.

Electronic Bids must be received prior to the time and date specified in the City's E-bid System.; the Bidder shall ensure that the Bid was properly uploaded and submitted in the System. The time Bids are received shall be determined by the electronic clock in the City's E-bid System.

NOTE: Bid opportunities are posted and available to download on the City of Georgetown's On-Line Bidding System at
https://gtowntx.ionwave.net/SourcingEvents.aspx?SourceType=1

Successful Bidders may receive notice of bids from the City of Georgetown from a variety of channels. Approved methods of dissemination include the City of Georgetown website or the City of Georgetown Purchasing Office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your bid non-compliant. City of Georgetown accepts no responsibility for the receipt or notification of solicitations through any other source.

C. QUESTIONS AND INQUIRIES

Questions and inquiries about this Solicitation shall be submitted in writing to the following individual:

Veronica Ferriz
Purchasing Department
Veronica.ferriz@georgetowntexas.gov
The deadline for written questions is **February 13, 2026, at 5:00 p.m.**

D. SCHEDULE OF IMPORTANT DATES

The tentative schedule for this Solicitation is as follows:

Release ITB to Bidders		**February 4, 2026**
Deadline for Questions and Inquiries	**5PM CST**	**February 13, 2025**
ITB Due Date	**2PM CST**	**March 3rd, 2026**
Earliest Award by City		**March 2026**

The City reserves the right to modify these dates. Please refer to the online IonWave solicitation for Microsoft Teams meeting details for the bid closing.

E. AWARD OF BID

The City shall award the bid to the Bidder whose Bid is determined to be the best value. Best value criteria to be considered for award follows:

1. The reputation of the bidder and of the bidder's goods or services.
2. The extent to which the goods or services meet the municipality's needs.
3. The bidder's past relationship with the municipality.

II. DEFINITIONS

The following definitions shall apply in this solicitation:

A. AGREEMENT/CONTRACT

A mutually binding legal document obligating the Successful Bidder to furnish the goods specified within this solicitation and obliging the City to pay for the goods as specified.

B. BID/RESPONSE/OFFER/QUOTATION

A complete, properly signed response to this solicitation that, if accepted, would bind the Respondent to perform the resulting contract.

C. BIDDER/RESPONDENT/OFFERER

The entity or individual submitting a bid to the City to provide the goods or services specified herein.

D. CITY

The City of Georgetown, located in Williamson County, Texas.

E. CITY COUNCIL

The elected officials of the City of Georgetown, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the City Charter and State Constitution and Laws

F. E-BID SYSTEM

The City's electronic bidding system. This is a web-based system that provides all solicitation documents electronically to potential Bidders and allows interested Bidders to submit Bids in response to solicitation documents. The term "e-bid" and/or "electronic bid" means the Bidder's electronic bid submitted to the City by way of the E-bid system. The terms "electronic bid" or "e-bid" are used inter-changeably to describe the above invitation for bid process to submit an authorized bid to the City in response to this Invitation to Bid

G. GOODS

Materials, supplies, commodities, and/or equipment.

H. PIGGYBACK CONTRACT

A contract or agreement that has been competitively bid in accordance with State of Texas statutes, rules, policies, and procedures and has been extended for the use of state and local agencies that have entered (or will) into an Interlocal Agreement with

the City.

I. PURCHASE ORDER

A purchase order (PO) is a document issued to a specific Successful Bidder by Purchasing staff setting forth the descriptions, quantities, prices, discounts, payment terms, date of performance or shipment, and other related terms and conditions. **Acceptance of a purchase order by a Successful Bidder forms an agreement between the buyer and seller, and no agreement exists until the purchase order is accepted.** A purchase order records the financial obligation of the City to pay for goods or services properly received; therefore, a purchase order is also required for all contracts with an expenditure of funds entered by the City Manager or City Council.

J. SOLICITATION/INVITATION TO BID

This Solicitation document issued by the City containing terms, conditions, and specifications for the goods or services to be procured.

K. SUCCESSFUL BIDDER

The Bidder awarded the contract to provide goods or equipment to the City as fulfillment of obligations arising from this Solicitation.

III. INSTRUCTIONS TO BIDERS

Qualified bidders interested in responding to this Solicitation must submit the following information as part of their bid response. Failure to provide any information requested in this Solicitation may result in disqualification of the bid response.

A. FORMS

All Responses must be submitted on the form(s) provided by the City and accompanied by all required attachments. All figures must be written in ink or typewritten. Mistakes may be crossed out, corrections inserted adjacent thereto and initiated in ink by the person certifying the bid.

B. CERTIFICATION

This Solicitation includes a certification page. Respondent must:

1. Furnish complete name, mailing address, telephone number and email of the individual duly authorized to execute contractual documents on behalf of the Respondent.
2. Furnish name of individual(s), along with respective telephone numbers and email addresses, who will be responsible for answering all questions.
3. Certify that they have not conspired with any other potential Respondents in any manner to attempt to control competitive pricing.
4. Certify that they are duly qualified, capable, and otherwise bondable business entity not in receivership or contemplating same and has not filed bankruptcy.

C. DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any Bidder or person considering doing business with a local government entity disclose the Bidder or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict-of-Interest Questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Any completed Conflict of Interest Questionnaires shall be

submitted to the City.

Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Bidder's offer.

D. DISCLOSURE OF INTERESTED PARTIES

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least $1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by the Texas Ethics Commission ("TEC") is as follows:

1. The disclosure of interested parties must be performed using the Texas Ethics Commission's electronic filing application listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.
2. The copy of Form 1295 submitted to the City must be notarized and contain the unique certification number from the TEC. The form must be filed with the City pursuant to
   §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to the City.

The City, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

E. EXCEPTIONS

Any deviations from terms, conditions, or specifications contained herein must be clearly indicated in the Response to this Solicitation in writing. Any deviations or exceptions are subject to review by the City and may deem the Response disqualified or non-responsive. If no exceptions are stated, it will be understood that all general terms and conditions and specific requirements will be complied with, without exception.

F. BID LITERATURE

Respondents must submit with their bid the latest printed literature and detailed specifications on equipment or material the Bidder proposes to furnish. Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase.

IV. STANDARD TERMS AND CONDITIONS

A. ACCEPTANCE

Upon acceptance and approval by the City Council, or their designee, this solicitation and the selected bid effects a working contract between the City and the Successful bidder. A City of Georgetown Purchase Order is required prior to the delivery of any goods or services provided to the City.

B. ABSENCE OF PURCHASE ORDER OR AGREEMENT

The City is not responsible for delivery of any commodities, equipment, or services without a proper Purchase Order.

C. ADDENDA

If it becomes necessary to revise any part of this Invitation to Bid prior to the due date and time, a written addendum will be provided to all Bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specification by the City's employees, unless such clarification of change is provided to Bidders in written addendum form from the Purchasing Department.

Addenda will be transmitted by electronic means to all registered Bidders in the City's E-bid system that are known to have downloaded a copy of the bid documents and specifications from the City's E-bid system.

However, it shall be the sole responsibility of the Bidder to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time. Bidder shall provide written acknowledgment of all addenda.

D. ADVERTISING AND PUBLICITY

Bidder shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

E. ASSIGNMENTS

The Agreement shall be binding upon and inure to the benefit of the City and the Bidder, and their respective successors and assignees, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Bidder without the prior written consent of the City. Any attempted assignment or delegation by the Bidder shall be void unless made in conformity with this Paragraph. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Agreement.

F. BUSINESS PRACTICES

Minority business enterprises and/or historically underutilized businesses will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, national origin, or any protected class in consideration for an award.

G. CANCELLATION OR TERMINATION

1. **Termination For Cause**:

   In the event of default by the Bidder, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Bidder, within such ten (10) day period cures such default or provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist.

   In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses incurred by the City as a result of the Bidder's default, including without limitation, cost of cover,

reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at the maximum lawful rate.

Additionally, in the event of default by the Bidder, the City may remove the Bidder from the City's Bidder List and any Offer submitted by the Bidder may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

2. **Termination Without Cause**:
   The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days priorly written notice. Upon receipt of a notice of termination, the Bidder shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Bidder, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and obligations incurred prior to the date of termination in accordance with the terms hereof.
3. **Non-Appropriation**:
   The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement if, for any reason, funds are not appropriated to continue this Agreement.
4. **Cancellation**:
   The City reserves the right to cancel the Agreement for default for all or any part of the delivered portion of the deliverables if the Bidder breaches any term hereof including warranties or becomes insolvent or commits acts of bankruptcy. Such right to cancellation is in addition to and not in lieu of any remedies which the City may have in law or in equity.

H. CLAIMS

If a claim, demand, suit, or other action is asserted against the Bidder which arises under or concerns the Agreement, or which could have a material adverse effect on the Bidder's ability to perform thereunder, the Bidder shall give written notice to the City within ten (10) calendar days after receipt of notice by the Bidder. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted. Such notice shall be delivered to the Purchasing Department as set forth below and to the City Attorney at PO Box 409, Georgetown, TX 78627.

I. CODES, PERMITS, LICENSES

Bidder shall comply with all federal, state, and local standards, codes, and ordinances, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations, or requirements of these authorities. Bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

J. COLLUSION

Advanced disclosures of any information to any Bidder which gives that particular Bidder any advantage over any other interested Bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all responses to that particular bid solicitation or request.

K. COMMUNICATION

To ensure the proper and fair evaluation of this bid, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Bidder to the City Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Bidder and the City will be initiated by the appropriate City Official or Employee to obtain information or clarification needed to develop a proper and accurate evaluation of the Bid. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the Bid then in evaluation, or any future Solicitation. Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed to the City of Georgetown Purchasing Office, 510 W. 9th Street, Georgetown, TX 78626, 512-930-8141, purchasing@georgetown.org.

L. CONFIDENTIALITY

In order to provide the deliverables to the City, Bidder may require access to certain of the City's and/or its licensors' confidential information including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information and other information which the City or its licensors consider confidential (collectively, "Confidential Information"). Bidder acknowledges and agrees that Confidential Information is the valuable property of the City and/or its licensors, and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Bidder (including its employees, sub successful bidders, agents or representatives) agrees that it will maintain the Confidential Information in strict confident and shall not disclose, disseminate, copy, divulge, recreate or otherwise use the Confidential Information without the prior written consent of the City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Bidder promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Bidder agrees to use protective measures no less stringent than the Bidder uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

M. DEFAULT

Bidder shall be in default under the Agreement if the Bidder (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to fully, timely and faithfully perform any of its material obligations under any agreement Bidder has with the City, (c) fails to timely pay any fees or taxes owed to the City, (d) becomes insolvent or seeks relief under the bankruptcy laws of the United States, or (e) makes a material misrepresentation in Bidder's bid, or in any report or deliverable required to be submitted by Bidder to the City.

A Bidder who abandons or defaults the work on the Agreement and causes the City to purchase the goods or services elsewhere may be charged the difference in cost of the goods or service if any and may not be considered in the re-advertisement of the service and may be rejected as an irresponsible bidder and not considered in future Solicitations for the same type of service unless the scope of work is significantly modified.

N. DELAYS

The City may delay scheduled delivery or other due dates by written notice to the Bidder if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the City and the Bidder shall negotiate an equitable adjustment for costs incurred by the Bidder in the Agreement price and execute an amendment to the Agreement. The Bidder must assert its right to an adjustment within ten (10) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Process specified herein. However, nothing in this provision shall excuse the Bidder from delaying the delivery as notified.

O. DISCLOSURE OF PENDING LITIGATION:

Each Bidder shall include in its bid a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Respondent or in which the Respondent has been judged guilty.

P. DISPUTE RESOLUTION

If either the Bidder or the City has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise all remedies available under law regarding the dispute.

Q. FORCE MAJEURE

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond reasonable control. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

R. FRAUD

Fraudulent statements by the Bidder on any bid or in any report or deliverable required to be submitted by the Bidder to the City shall be grounds for termination of the Agreement for cause by the City and may result in legal action.

S. GRATUITIES

The City may, by written notice to the Bidder, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Bidder or any agent or representative of the Bidder to any officer or employee of the City with the intent of securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performance of the Agreement. In the event the Agreement is cancelled by the City pursuant to this Section, the City shall be entitled, in addition to any other rights and remedies, to recover the benefits or payments to the Bidder, as a result of the gratuities.

T. INDEPENDENT SUCCESSFUL BIDDER

Nothing in this bid is intended to be construed as creating an employer/employee relationship, a partnership or joint venture. The Bidder's services shall be those of an independent successful bidder. The Bidder agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Bidder shall not be within protection or coverage of the City's Worker Compensation Insurance, Health Insurance, Liability Insurance, or any other insurance that the City, from time to time, may have in force.

U. INDEMNITY

BIDDER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE GOODS OR SERVICES PROVIDED UNDER THE AGREEMENT. IF THE BIDDER AND THE CITY ARE CONCURRENTLY NEGLIGENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO THAT PORTION OF NEGLIGENCE ATTRIBUTABLE TO IT AS DETERMINED UNDER THE APPLICABLE PROPORTIONATE RESPONSIBILITY RULES OF THE STATE OF TEXAS.

V. INFRINGEMENT

Bidder represents and warrants to the City that: (a) Bidder shall provide the City good and indefeasible title to the deliverables and (b) the deliverables supplied by the Bidder in accordance with the specifications of the Agreement shall not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by an person or entity with respect to the ownership or operation of the deliverables and the Bidder does not know of any basis for any such claims.

Bidder shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from:

(a) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverable infringes the intellectual property rights of any third party; or (b) Bidder's breach of any of the Bidder's representations or warranties stated in this

Agreement. In the event of any such claim, the City shall have the right to monitor such claim or, at its option, engage its own separate counsel to act as co-counsel on the City's behalf. Further, Bidder agrees that the City's specifications regarding the deliverables shall in no way diminish Bidder's warranties or obligations under this Paragraph, and the City makes no warranty that the products, development, or delivery of such deliverables will not impact such warranties of Bidder.

W. INSURANCE REQUIREMENTS

The Successful bidder shall obtain and maintain during the term of the Agreement the City's insurance requirements are provided in Exhibit A.

AA. INTERLOCAL AGREEMENT

Other governmental entities may be extended the opportunity to purchase from Solicitations awarded by the City, with the consent and agreement of the successful Bidder(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Bidder's Response. However, all parties indicate their understanding, and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

BB. INTERPRETATION

The Agreement is intended by both parties as the final, complete, and exclusive statement of the terms of their Agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner fair to both parties, reading no provision more strictly against one party of the other. Whenever a term defined by the Uniform Commercial Code (the "UCC"), as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

CC. INVALIDITY

The invalidity, illegality, or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace the stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

DD. LIABILITY

Any person, firm or corporation party to this Agreement or Purchase Order shall be liable for all damages incurred while in the performance of the Agreement.

Bidder assumes full responsibility for the terms contained herein and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third party,

supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement or Purchase Order to the Bidder and the negligence of the Bidder, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

EE. LIENS

Bidder shall defend, indemnify, and hold the City harmless from and against any and all liens and encumbrances for all goods and equipment provided under this Agreement. At the City's request, the Bidder or its sub-successful bidders shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

FF. MANAGEMENT

Should there be a change in ownership or management, the Agreement may be canceled unless a mutual Agreement is reached with the new owner to continue the Agreement with its present terms, conditions, and pricing. The Agreement is nontransferable by either party.

GG. NOTICES

Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Bidder shall be sent to the address specified in the Bidder's bid or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to: City of Georgetown, Purchasing Office, PO Box 409, Georgetown, TX 78627 and marked to the attention of the Buyer.

HH. OVERCHARGES

Bidder hereby assigns to the City all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, *Business and Commerce Code Ann.*, Section 15.01, et seq.

II. PAYMENT TERMS

1. **Tax Exempt Status**:

   The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Bidder will not charge for such taxes. If billed, the City will not remit payment until a corrected invoice is received.

2. **Invoicing Requirements**:

   Unless otherwise specified, all invoices shall be submitted to City of Georgetown, Accounts Payable, PO Box 409, Georgetown, TX 78627, and issued as required by the Purchase Order or Agreement. Each invoice must reference the unique

Purchase Order number and include the Bidder's complete name and remit to address.

If applicable, transportation and delivery charges must be itemized on each invoice. A copy of the bill of lading and the freight waybill must be submitted with the invoice if applicable.

3. **Payments by Electronic Funds Transfer:**
   In an effort to expedite Bidder payments and improve efficiency by eliminating paper checks, the City of Georgetown's preferred method is to send payments electronically via Automated Clearing House (ACH). If the Bidder would like to receive payments electronically, the Bidder may request an ACH Form from Accounts Payable at AP@Georgetown.org.
4. **Payment Terms**:
   All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subtitle F, Chapter 2251. The City will pay Bidder within thirty days after acceptance of goods, supplies, materials, equipment, or the day of performance of services was completed, or the day of receipt of a correct invoice for goods, supplies, materials, equipment or services, whichever is later. The Bidder may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Bidder concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Bidder and a sub successful bidder and its suppliers concerning goods, supplies, material or equipment delivered, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.
5. **Right To Audit**:
   The Bidder agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce all records of the Bidder related to the performance under this Agreement. The Bidder shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Bidder are resolved, whichever is longer. The Bidder agrees to refund to the City any overpayments disclosed by any such audit.
6. **Firm Pricing**:
   The price shall remain firm for the duration of the Purchase Order or Contract, or extension periods. No separate line-item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and costs associated with obtaining permits or any other extraneous charges.

   Bidder further certifies that the prices in the bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

7. **Price Warranty**:
   The Bidder warrants the prices quoted are not materially higher than the Bidders' current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, the City may deduct from any amounts owed to the Bidder, or otherwise recover, any amounts paid for items materially in excess of the Bidder's current prices on orders by others for like deliverables under similar terms of purchase.

JJ. PERSONAL INTEREST

The City prohibits officers, employees, independent consultants, or elected officials of the City involved in the development, evaluation or decision-making process of this Solicitation from having a financial interest, direct or indirect, in the resulting Agreement. Any violation of this provision with the knowledge, express or implied, by the Successful bidder shall render the Agreement voidable by the City. Nevertheless, the City may obtain the equipment or service if a conflict-of-interest affidavit is filed and the Council member recuses his/herself.

KK. PRIORITY OF DOCUMENTS

In the event there are inconsistencies between the general provisions and special (or other) terms and conditions contained herein, the latter will take precedence.

LL. PROTEST PROCEDURES

1. Bidders are advised that protests of specifications, terms, conditions, or any other aspect of this solicitation, must be made prior to the bid due date. Protest of specifications and solicitation terms and conditions made after the due date and time will not be considered by the Buyer.

2. Protest of award must be made immediately, and in no event later than five (5) days after the aggrieved party knows, or should have known, the facts giving rise thereto. All protests must include the following information:

   a. The name, address, and telephone number of the protestor.
   b. The signature of the protestor or protestor's representative.
   c. The solicitation or contract number.
   d. A detailed statement of the legal and/or factual ground of the protest.
   e. The form of relief/result requested.

Protests shall be emailed or mailed to the Purchasing Department, P.O. Box 409, Georgetown, TX 78627, Attention: Buyer. Award will be made in the best interest of the City.

MM. PUBLIC INFORMATION

In accordance with the Texas Public Information act, all Responses remain confidential until award. After an award is made pursuant to this Solicitation, all responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a Response or parts of a Response are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Response, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information.

NN. REIMBURSEMENTS

There is no expressed or implied obligation for the City of Georgetown to reimburse responding firms for any expenses incurred in preparing bids in response to this Invitation to Bid and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of additional information or presentation, or to procure a contract for these goods or services.

OO. RESERVATIONS

The City reserves the right to request clarification or additional information specific to any response after all Responses have been received and the Solicitation due date has passed**.** Additionally, the City reserves the right to accept or reject all or part of any Response, waive any formalities or technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in City's best interest.

PP. RESPONSES BECOME PROPERTY OF THE CITY:

Submissions received in response to a Solicitation become the sole property of the City.

QQ. RIGHT TO ASSURANCES

In the event the City, in good faith, has reason to question the intent of the Bidder to perform, the City may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, the City may treat this failure as an anticipatory repudiation of the Agreement.

RR. SEVERABILITY

The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision.

SS. SURVIVABILITY OF OBLIGATIONS

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

TT. BIDDER'S OBLIGATION:

Bidder shall fully and timely provide all deliverables described in this Solicitation; Bidder's bid must be in strict accordance with the terms, covenants and conditions of the Agreement and all applicable federal, state, and local laws, rules and regulations.

UU. BIDDERS SALES TERRITORY

City waives any responsibility or liability for Respondents bidding products "outside" their authorized territory by manufacturer or product line. Any Respondent bidding outside an approved manufacturer line does so at his own risk and discretion. Respondents shall comply with all sales terms according to the original bid and Purchase Order regardless of claim or dispute with product line representatives.

VV. VENUE

This Agreement is made under and shall be governed by the laws of the State of Texas. This Agreement is fully performable in Georgetown, Texas. Venue shall be in the courts of Williamson County; Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein and does not waive the City's defense of sovereign immunity.

VV. WAIVER

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Bidder or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of similar or different character.

WW. WITHDRAWAL

Respondents may request withdrawal of a sealed bid prior to the scheduled bid opening time, provided the request for withdrawal is submitted to Purchasing in writing.

XX. WITHDRAWAL BY CITY

The City makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason, including:

1. Reject all bids received as a result of this ITB.
2. Waive or decline to waive any informality and any irregularities in any bid or responses received.
3. Withhold the award of contract(s).
4. Select Bidder(s) that provide the best value to the City.
5. Terminate the ITB process.

V. SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions shall apply to the goods and/or services provided pursuant to this ITB.

A. TERM OF AGREEMENT

1. **Original Term:**
   The initial term of the agreement shall become effective from date of acceptance and approval by the City of Georgetown and shall remain in full force and effect with firm fixed prices for (1) one year.
2. **Renewal Term:**
   Upon completion of the term of the original agreement and upon mutual agreement of both parties, the original agreement may be renewed for up to four (4) additional one (1) year periods [five (5) years total]. The renewal will be under the same terms and conditions as the original agreement; provided, however, that the unit prices proposed under the original agreement may, by mutual consent, be

increased pursuant to any escalation/de- escalation provisions provided herein. In the event a new agreement cannot be executed at the anniversary date of the original term or any renewal term, the agreement may be renewed month-to-month until a new agreement is executed.

B. ESCALATION/DE-ESCALATION

The unit prices of all goods are firm for the initial term of the original agreement. If the option to renew for additional one-year term(s) is exercised by the City, the City may allow a unit price adjustment at the time of renewal. The successful Bidder may request unit price adjustments when correlated with the Consumer Price Index or Producer Price Index specified herein. The price index shall be the specified index as published by the Bureau of Labor Statistics, Washington, DC 20212. The baseline index shall be the index announced for the month in which Bid opened. Unit prices may be adjusted for each renewal period in accordance with the changes in the index. The allowable percent change shall be calculated by subtracting the baseline index from the index announced for the month in which the renewal option is exercised (or the most current month published by the Bureau of Labor Statistics) and dividing the result by the baseline index. The allowable percent change shall be rounded to the nearest one-hundredth of one percent and the maximum unit price adjustments permitted will be no more than five percent (5%) increase per renewal period; however, the City reserves the right to limit the unit price increases at any renewal period or at the City's discretion, approve an increase of more than five percent (5%) per renewal period. The Successful Bidder may offer price decreases in excess of the allowable percent change.

Successful Bidder(s) are required to give thirty (30) days' written notice requesting the increase. Increases will be effective on the start date of the renewal term.

C. COMMODITIES/EQUIPMENT

1. **Material Safety Data Sheets**:
   Under the "Hazardous Communication Act," commonly known as the "Texas Right to Know Act," a Successful Bidder must provide to the City WITH EACH DELIVERY Material Safety Data Sheets, which are applicable to hazardous substances as defined in the Act.

2. **Assembly:**
   Goods or equipment provided under this Agreement shall be completely assembled, adjusted, and all equipment including standard and supplemental equipment installed, and made ready for continuous operation unless otherwise specified in bid document.

3. **Goods:**
   Goods furnished shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The Successful Bidder represents that all goods and equipment offered shall be new.

   Unless otherwise specified, used, refurbished, shopworn, demonstrator, prototype or discontinued models are not acceptable.

4. **Packaging Of Deliverables**:
   Successful Bidder must package deliverables in accordance with good commercial practice and should include a packing list showing the description of each item, the quantity, and the unit price. Unless otherwise provided in writing by the City, each shipping container shall be clearly and permanently marked with the Successful Bidder's name and address, and the City's name, address, and Purchase Order number. Successful Bidder shall bear all costs of packaging. Deliverables must be suitably packed to secure lowest transportation cost, conform with requirements of common carriers, and ensure safe delivery. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. **Warranty**:
   The goods or equipment specified shall be warranted against defects in material or workmanship for a period of not less than twelve (12) months from date of acceptance by the City. If the manufacturer's warranty exceeds twelve (12) months, then the manufacturer's warranty shall be in effect. Successful Bidder shall furnish a copy of the manufacturer's warranty at the time of delivery.

6. **No Limitation of Manufacturers' Warranties**:
   Successful Bidder may not limit, exclude, or disclaim any warranty provided by manufacturer.

7. **Special Tools and Equipment**:
   If the price stated in the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Successful Bidder to fulfill the Agreement, such special tooling and/or equipment and all process sheets associated thereto shall become the property of the City and shall be identified by the Successful Bidder as such.

D. DELIVERY

1. **Delivery Terms, Transportation Charges, FOB**:
   Deliverables shall be shipped at the FOB point of delivery unless otherwise specified on the Purchase Order or in the Solicitation. The Successful bidder shall confirm delivery date within two business days of receiving the order request. The Successful Bidder's price shall be deemed to include all delivery and transportation charges. The City should have the right to designate what method of transportation shall be used to ship deliverables. The place of delivery shall be specified in the Purchase Order.

2. **City of Georgetown Responsibilities.** The City will issue orders with all relevant information to include delivery date, delivery location, purchase order number and

   receive all materials in accordance with City policy; provide all pertinent information regarding delivery conditions for each location during the post-award meeting; coordinate work rules and procedures at post award meeting to ensure protection of Bidder's and City's employees.

3. **No Substitutions or Cancellations**:
   Unless specifically permitted in writing by the City, no substitutions or cancellations shall be acceptable.

4. **Notice of Delay in Delivery**:
   If a delay in delivery is anticipated, Successful Bidder shall give written notice to the City. The City has the right to extend the delivery time/service date, or to cancel the Purchase Order or Agreement. Successful Bidder shall keep the City advised at all times of the status of the order.

   Default in promised delivery or failure to meet specifications authorizes the City to procure the goods or equipment from an alternate source and charge the full increase, if any, in cost and handling to defaulting Successful Bidder. Default on delivery may result in legal action and recourse.

5. **Delivery Location, Hours, Days, Holidays**:
   Unless otherwise specified, all deliveries must be made between the hours of 7AM and 2PM (CST), Monday through Friday except regularly observed state and federal holidays (see http://georgetown.org/contact-us/holiday-schedule/ for schedule). Receipt of goods or materials does not signify acceptance. If goods are delivered to the incorrect location, Successful Bidder is responsible for all expenses associated delivering items to their correct destination.

6. **No Shipment Under Reservation**:
   Successful Bidder is not authorized to ship deliverables under reservation and no tender of bill of lading will operate as a tender of deliverables.

7. **Title/Risk of Loss**:
   Title to and risk of loss of the deliverables shall pass to the City only when the City receives and accepts the deliverables (no delivery, no sale).

8. **Right of Inspection and Rejection**:
   The City expressly reserves all rights under law, including but not limited to, the Uniform Commercial Code, to inspect the deliverables at delivery or at a reasonable time after delivery, and to reject defective or non-conforming deliverables. The Successful bidder will be notified if the goods or services are not in compliance with the required specifications. If any goods or services are rejected as non-compliant, the required goods or services may be procured from an alternate source, and the Successful bidder may be charged the full increase in cost, if any. If the City has the right to inspect the Successful bidder's or the Successful bidder's subcontractors' facilities, or the deliverables at the Successful bidder's or the Successful bidder's subcontractor's premises, the Successful bidder shall furnish or shall cause to be furnished without additional charge all reasonable facilities and assistance to the City to facilitate such inspection.

9. **Acceptance Of Incomplete Or Non-Conforming Goods**:
   If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept such deliverables, the City may do so. The Successful Bidder shall pay all claims, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables.

   If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the

defective or non-conforming deliverables. If discovery that the deliverables are defective or non-conforming occurs after final payment, Successful Bidder may be required to refund such amounts to the City.

E. REGULATIONS AND STANDARDS

The goods or equipment provided shall meet or exceed all Federal and State of Texas safety, health, lighting, and noise regulations and standards in effect and applicable to equipment furnished at the time of manufacture. Successful bidders shall supply and deliver products in accordance with, but not be limited to EPA, OSHA, and FDA guidelines and shall comply with all federal, state and local code requirements to include obtaining permits required for providing and delivering the goods as specified herein.

F. SPECIFIC POINT OF CONTACT (SPOC). Successful bidders shall provide a specific point of contact (SPOC) who is skilled, knowledgeable, and experienced in the products provided. The SPOC shall have the authority to dispatch personnel; and shall have full decision- making authority for all emergency deliveries and services provided under this Contract. The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Successful bidders shall provide the office number, email address, and cell phone number for the SPOC. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Successful bidder may provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.

G. SAMPLES

Samples of items shall be furnished, if requested by the City, without charge, and if not destroyed, shall be returned at the bidder's expense upon request.

H. WORKMANSHIP

All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the successful bidder. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.

VI. SPECIFICATIONS

A. BRAND NAMES

Whenever in this invitation, any material, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired and will be deemed to be followed by the words "or equal."

B. BIDDER QUALIFICATIONS

1. Demonstrated a minimum of 3 years supplying fire hydrant parts to municipalities, utilities or fire departments.
2. Provide at least 3-three completed contracts of similar scope in the past five years, including customer references.
3. Experience with multiple hydrant brands/models.

C. SCOPE

The City of Georgetown seeks to enter into an agreement with one or multiple qualified bidders to provide CMO certified fire Hydrant parts as listed on Exhibit B on an as-needed basis.

The City reserves the right to add or remove locations, services, or adjust frequency as deemed necessary throughout the contract term. Other City departments and locations may be added as necessary.

Any items or services that have been omitted from this scope of work that are clearly necessary or in conformance of services/goods shall be considered a requirement although not directly specified or called for in the scope of work.

Upon expiration of the contract, the Bidder agrees to preserve the terms and conditions of this Contract for such a period as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.

Successful Bidder shall provide a monitored 24-hour seven (7) days per week telephone number(s) for order placement and delivery on an emergency basis. Emergency Deliveries shall be made within twenty-four (24) hours after the order is placed. or as mutually agreed between the City and the Successful Bidder.

The City may require partial deliveries to be made at more than one location.

D. SUCCESSFUL BIDDER RESPONSIBILITIES

1. Supply and deliver OEM or OEM approved equivalent fire hydrants and fire hydrant parts. All parts must be NEW and shall comply with all federal, state and local code requirements to include obtaining permits required for providing and delivering the goods as specified herein.
2. Conduct background checks and verify employment eligibility on all staff that will have access to City property in accordance with the state and federal laws.
3. Provide all equipment, tools, materials, supervision, labor, and administration to ensure prompt delivery and unloading of products ordered as specified herein.
4. Provide products at unit prices as bid in Successful Bidder's submission.
5. Provide products in the quantities ordered by the City.
6. Provide a specific point of contact (SPOC) who is skilled, knowledgeable, and experienced in the products provided. The SPOC shall have the authority to dispatch personnel; and shall have full decision- making authority for all emergency deliveries and services provided under this Contract. The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Successful bidders shall provide the office number, email address, and cell phone number for the SPOC. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Successful bidder may provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.
7. The Successful bidder shall confirm delivery date within two business days of

receiving the order request. No partial shipment or back orders shall be allowed without prior City approval.

8. Delivery of orders within three (3) business days.
9. Accept orders by phone/fax/email, on an "as-needed" basis. The City's Warehouse Supervisor will contact Successful Bidder to place an order and provide a delivery date and quantity. The Successful Bidder shall confirm the delivery date within two business days of receiving the order request.
10. Delivery drivers must be able to understand and clearly communicate in English.
11. Provide a delivery vehicle that has maximum clearance of 11 ft. 7 in.
12. Deliver materials in a clean and easily identified vehicle, and be in clean, properly identified packaging.
13. Provide product deliveries Monday through Friday between 7:00 AM and 2:00 PM. Deliveries will not be accepted on weekends or holidays outside of the stated time except by prior agreement from the City's designated representative. If a truck arrives to deliver on a Saturday, Sunday, holiday, or after 2:00 p.m. CT (City regular workday) without prior approval from the Warehouse Supervisor or designee, the City shall decide whether the truck will not be unloaded until normal City working hours or if the City will charge the Successful bidder all overtime and call-back expenses for unloading
14. Ensure that deliveries are accompanied by a packing/delivery slip indicating the City's Purchase Order number, a description and quantity of the goods and Successful Bidder's company name.
15. If a delivery needs to be rescheduled, notify the City or designee in writing no later than the close of business the day before originally scheduled delivery date.
16. Provide Safety Data Sheets (SDS): Under the "Hazardous Communication Act," commonly known as the "Texas Right to Know Act," a Bidder must provide to the City WITH EACH DELIVERY Safety Data Sheets, which are applicable to hazardous substances as defined in the Act.

Additional services may be requested on an as-needed basis, or added as a part of routine services, at the City's option. Additionally, the City may elect to increase or decrease number of locations, amount of goods ordered and frequency of delivery service when necessary

E. CITY OF GEORGETOWN RESPONSIBILITIES

1. Issue orders with all relevant information to include delivery date, delivery location, purchase order number and receive all materials in accordance with City policy.
2. Provide all pertinent information regarding delivery conditions for each location during the post-award meeting.
3. Coordinate work rules and procedures at post award meetings to ensure protection of Bidder's and City's employees.

F. DELIVERY SPECIFICATIONS

Products delivered shall comply with all local health codes, USDA, FDA and applicable standards of insurance companies, federal government, state government, local government, municipalities, and other regulating authorities. This statement includes environmental protection agency (EPA) and the U.S. Public Health Service. Products or

services that have a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. This comparison may consider raw materials acquisition, product, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. All delivery locations are within City limits. Physical address and any special delivery difficulties or requirements shall be provided at post-award meeting. The City reserves the right to request samples for testing to ensure compliance with the specifications prior to award and throughout the contract period.

If the product does not meet specifications at any time during the contract period, the City reserves the right to reject the product and requires the Successful Bidder to immediately, at their own expense, remove the product and replace with product meeting the specifications at no additional expense to the City.

VII. QUOTATION FORM

A. DELIVERY

Respondents will show exact delivery cost. Response must show the number of days required to deliver items or provide services to the City's designated location under normal conditions. Unrealistically short or long delivery promises may cause Response to be disregarded. Failure to state delivery time obligates Respondent to complete delivery in 4 calendar days.

B. DISCOUNTS

Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Respondent will list and deduct all discounts not based on early payment from prices quoted.

C. QUANTITIES

Yearly Spent amount is estimated based upon the best available information. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term without any adjustments in the unit prices bid. Unless specified in the solicitation, there are no minimum order quantities.

D. QUOTATION

All Responses must be submitted through the City's E-Bidding system.

Bid Form and all lines are posted on the City of Georgetown's bidding website at: https://gtowntx.ionwave.net/CurrentSourcingEvents.aspx

1. To be considered responsive, all bid line items must be completed and submitted by an authorized representative and by the deadline for submission of response.
2. The Bidder, by submitting a response, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

E. UNIT PRICES

Prices should be itemized using Exhibit B and posted on the City of Georgetown's bidding website at: https://gtowntx.ionwave.net/CurrentSourcingEvents.aspx. Unit prices shall be

set to no more than two (2) decimal places. The City reserves the right to award by item or by total bid. If there are discrepancies between unit prices and extension, the unit price will prevail.

F. VALIDITY OF PRICING

Pricing will be considered firm for acceptance for a minimum of 60 days after the due date unless otherwise specified in the Solicitation. The validity period may be extended beyond that date on agreement of both parties.

G. EVALUATION AND AWARD OF CONTRACT

The City has attempted to provide a comprehensive statement of requirements through this ITB for the work contemplated. Written bids must present Bidder's qualifications and understanding of the work to be performed. Bidders are asked to address each evaluation criteria and to be specific in presenting their qualifications. Bids must be as thorough and detailed as possible so that the City may properly evaluate capabilities to provide the requested services.

By submission of a bid, Bidder acknowledges acceptance of the evaluation process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this ITB. Further, Bidders acknowledge that subjective judgements must be made by the City during this process.

H. EVALUATION FACTORS

Although the cost of services to be provided is an essential part of the Bid, the City is not obligated to award a contract on the sole basis of cost. Evaluations for cost will be based on a comprehensive review of the entire bid to ensure that bid pricing aligns with the services required.

1. **Business History**

Bidder must be a company that has been in **Fire Hydrant** business for five (5) years. Bidders must complete the Bidder Information Form (Exhibit C) which shall include, but not be limited to, the number of years the company has provided these services, the number and type of companies/organizations for which the company has provided these services, and if applicable, the number of years the company has done business with the City of Georgetown.

2. **Business Experience**

Bidders must submit a minimum of three (3) business references, comparable in size and scope to the City of Georgetown requirements (Exhibit D) References may be checked prior to award. Any negative responses received may result in disqualification. Bidders will be evaluated based on the responses received including:

3. **Extent to which the product meets the Municipality needs**

Product shall comply with the mandatory technical specifications as listed in the solicitation as well as requested delivery time.

I. EXHIBITS

The following exhibit shall become part of this solicitation and any resulting purchase order or contract:

1. EXHIBIT A – INSURANCE REQUIREMENTS
2. EXHIBIT B – PART LIST
3. EXHIBIT C – BIDDERS INFORMATION FORM
4. EXHIBIT D – REFERENCE FORM

CERTIFICATION and ACKNOWLEDGMENT

The undersigned affirms they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Bidder, and that the contents of this Bid have not been communicated to any other Bid prior to the official opening. Further, Bidder certifies that Bidder is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

Signed By: Matthew H. Title: Outside Sales Representative

Typed Name: Matthew Hortenstine Company Name: ACT Pipe & Supply, Inc.

Phone No.: 512-771-9214 Fax No.: n/a

Email: mhortenstine@actpipe.com

Bid Address: 1400 Grand Ave Pkwy N | Pflugerville | TX | 78660
P.O. Box or Street | City | State | Zip

Order Address: 1400 Grand Ave Pkwy N | Pflugerville | TX | 78660
P.O. Box or Street | City | State | Zip

Remit Address: PO Box 301282 | Dallas | TX | 75303-1282
P.O. Box or Street | City | State | Zip Federal

Tax ID No.: 74-1872912

DUNS No.: 070888946

Date: 3/2/2026

FOR CITY USE ONLY

Approved By: _____ Date: _____
City Attorney, City of Georgetown

Approved By: _____ Date: _____
Mayor, City of Georgetown

Attested By: _____ Date: _____ City Secretary, City of Georgetown

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE

The undersigned makes the following certifications or represents that it satisfies the requirements of one or more exceptions to the Texas Government Code provisions listed below:

1. **Successful bidder Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Firm certifies that it (1) is a sole proprietorship or company with fewer than ten (10) employees; **or** (2) does not currently boycott Israel and will not boycott Israel during the term of this Agreement.
   1.1. Exception: This provision only applies to contracts for goods and services between a governmental entity and a Company with ten (10) or more full-time employees with a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
2. **Successful bidder Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Firm certifies it (1) is a "Company," as that term is defined in Texas Government Code Section 806.001; and (2) is not engaged in business with Iran, Sudan, a foreign terrorist organization, or any company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153.
   2.1. Exception: A company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.
3. **Successful bidder Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Firm certifies that either (1) is a sole proprietorship or company with fewer than ten (10) employees; **or** (2) Firm does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement.
   3.1. Exception: This provision only applies to contracts for goods and services between a governmental entity and a Company with ten (10) or more full-time employees with a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
4. **Successful bidder Certification Regarding Boycotting Firearm and Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Firm certifies that either (1) Successful bidder is a sole proprietorship or company with fewer than ten (10) employees; **or** (2) Firm does not currently boycott firearm and ammunition industries and will not boycott firearm and ammunition industries during the term of this Agreement.
   4.1. Exception: This provision only applies to contracts for goods and services between a governmental entity and a Company with ten (10) or more full-time employees with a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
5. **Successful bidder Certification Regarding Doing Business in Texas.** Firm certifies that it has not been debarred from doing business in the State of Texas.

Firm acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

For purposes of this form, the terms have the meanings assigned by Texas Government Code sections referenced above.

Signed By: Matthew H.

Title: Outside Sales Representative

Typed Name: Matthew Hortenstine

Company Name: ACT Pipe & Supply, Inc.

Date: 3/2/2026

COMPLETE THIS SECTION ONLY IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE WRITTEN CERTIFICATION LISTED ABOVE FOR THE REASONS CITED BELOW.

Firm is not required to provide the certifications listed above because of the following exemptions (explain the specific exemptions that apply pursuant to the applicable Chapter of the Texas Government Code):

_____

_____

_____

EXHIBIT A - INSURANCE REQUIREMENTS

I. The Successful Proposer agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:
   A. Commercial General Liability
   B. Business Automobile Liability
   C. Workers' Compensation
   D. Professional Liability

II. For each of these policies, the Successful Proposer's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Successful Proposer's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Successful Proposer to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit B, and approved by the City before work commences.

III. General Requirements Applicable to All Policies.
   A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
   B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
   C. "Claims made" policies are not accepted, except for Professional Liability insurance.
   D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
   E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
      1. The insurance company is licensed and authorized to do business in the State of Texas
      2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
      3. All endorsements and coverages are included according to the requirements of this Agreement
      4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
   F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

IV. Commercial General Liability requirements:
   A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
   B. Minimum Combined Single Limit of $1,000,000 per occurrence per project for bodily injury and property damage with a $2,000,000 annual aggregate limit.
   C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
   D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
   E. The coverage shall not exclude premises/operations; independent contracts; products/completed

operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.

F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory regarding any self-insurance or insurance policy held by the City.

V. Business Automobile Liability requirements:

A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current Best Key Rating Guide.

B. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.

C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.

D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VI. Workers' Compensation Insurance requirements:

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Successful Proposer, the Consultant, all employees of any and all subconsultants, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Successful Proposer's, or subconsultant's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or her own policy and a coverage agreement is used, Successful Proposers and subconsultants must use that portion of the form whereby the hiring Successful Proposer agrees to provide coverage to the employees of the subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Successful Proposer may not be used.

B. The workers' compensation insurance shall include the following terms:

1. Employer's Liability limits of $1,000,000 for each accident is required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VII. Professional Liability requirements:

A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.

B. Minimum of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City upon request.

C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

EXHIBIT B – PART LIST

B84 PARTS (FERGUSON) (HIGH VOLUME)

PART #	DESCRIPTION	Price	Model Year
84-1	OPERATING NUT		
84-144	WEATHER SHIELD		
84-30-6	TRAVEL STOP NUT		
84-2-1	HOUSING O-RING COVER		
84-2-2	HOUSING O-RING (2X REQ)		
84-4-4	THRUST WASHER		
84-13	GASKET COVER		
84-14	HOUSING GASKET		
84-20-04	AMALOCK 2.5" NOZZLE O-RING		1984-2004
84-20-5	AMALOCK 2.5" NOZZLE O-RING SPACER		1984-2004
84-25-4	AMALOCK PUMPER NOZZLE O-RING		1984-2004
84-25-5	AMALOCK PUMPER NOZZLE O-RING SPACER		1984-2004
84-25-63	MECANICAL SEALED PUMPER NOZZLE RETAINER		2005-Newer
84-25-61	MECANICAL SEALED PUMPER NOZZLE WASHER		2005-Newer
84-20-63	MECANICAL SEALED 2.5" NOZZLE RETAINER		2005-Newer
84-20-61	MECANICAL SEALED 2.5" NOZZLE WASHER		2005-Newer
84-35-02	MAIN SEAT		
84-36-1	SEAT ORING (2X REQ)		
84-41	MAIN SEAT RUBBER		
84-24-4	AMALOCK NOZZLE INTERNAL SET SCREW		
84-23-3	AMALOCK NOZZLE EXTERNAL SET SCREW		
84-40-4	VALVE TOP CLEVICE PIN		
84-24-5	AMALOCK PUMPER NOZZLE SET SCREW		
84-22	2.5" CAP GASKET		
84-27	PUMPER NOZZLE CAP GASKET		
N/A	LOCTITE 271		
84-30-04	SPRING PLATE		
84-30-03	SPRING ROD		
84-9	HOUSING COVER		
84-33	DRAIN LEVER WASHERS		
84-29-14	BARRELL SNAP RING		
84-39-21	COUPLING PIN AND CLIP		
AFCMK73TRK	TRAFFIC KIT	160.56	
AFCMK73U	6" HYDRANT EXTENSION	239.83	
AFCMK7312	1' HYDRANT EXTENSION	278.84	

B62 PARTS (FERGUSON) (HIGH VOLUME)

PART #	DESCRIPTION	Price	Model Year
62-1	OPERATING NUT		
62-144	WEATEHER SHIELD		
62-30-6	TRAVEL STOP NUT		
62-2-1	HOUSING O-RING COVER		
62-2-2	HOUSING O-RING (2X REQ)		
62-4-4	THRUST WASHER		
62-13	GASKET COVER		
62-14	HOUSING GASKET		
62-20-04	AMALOCK 2.5" NOZZLE O-RING		1984-2004
62-20-5	AMALOCK 2.5" NOZZLE O-RING SPACER		1984-2004
62-25-4	AMALOCK PUMPER NOZZLE O-RING		1984-2004
62-25-5	AMALOCK PUMPER NOZZLE O-RING SPACER		1984-2004
62-25-63	MECANICAL SEALED PUMPER NOZZLE RETAINER		2005-Newer
62-25-61	MECANICAL SEALED PUMPER NOZZLE WASHER		2005-Newer
62-20-63	MECANICAL SEALED 2.5" NOZZLE RETAINER		2005-Newer
62-20-61	MECANICAL SEALED 2.5" NOZZLE WASHER		2005-Newer
62-35-02	MAIN SEAT		
62-36-2	OUTSIDE SEAT ORING		
62-36-3	INSIDE SEAT ORING		
62-41	MAIN SEAT RUBBER		
62-24-4	AMALOCK NOZZLE INTERNAL SET SCREW		
62-23-3	AMALOCK NOZZLE EXTERNAL SET SCREW		
62-40-4	VALVE TOP CLEVICE PIN		
62-24-5	AMALOCK PUMPER NOZZLE SET SCREW		
62-22	2.5" CAP GASKET		
62-27	PUMPER NOZZLE CAP GASKET		
N/A	LOCTITE 271		
62-30-04	SPRING PLATE		
62-30-03	SPRING ROD		
62-9	HOUSING COVER		
62-1	OPERATING NUT		
62-33	DRAIN LEVER WASHERS		
62-29-14	BARRELL SNAP RING		
62-38-1	BARREL GASKET		
AFCB62BTRKPRE85	TRAFFIC KIT PRE 1985	201.48	
AFCB62BTRKN514	TRAFFIC KIT 1986 AND LATER	189.77	
AFCB62BU	6" HYDRANT EXTENSION	271.80	
	1' HYDRANT EXTENSION	321.05	

CLOW MEDALLION PARTS (ACT)

PART #	DESCRIPTION	Price	Model Year
M0800588	WEATHER CAP	50.31	
T0400748	WEATHER CAP SCREW	1.01	
F1600810	THRUST NUT	137.85	
T2400948	THRUST NUT O-RING	1.01	
F0800581	OPERATING NUT	171.83	
T2400815	OPERATING NUT O-RING	8.96	
T0200669	THRUST BEARING (2 REQUIRED)	2.49	
T0400929	BONNET BOLTS	1.01	
T2401026	STEM O-RING (2 REQUIRED)	1.01	
T2401040	BONNET O-RING	4.02	
T2203021	SAFETY COUPLING PIN	61.26	
T1600971	DRAIN VALVE FACING W/PINS	10.72	
F1600803	UPPER VALVE PLATE	259.23	
M1601010	LOWER VALVE PLATE	207.27	
F1600816	SEAT RING	441.52	
T2400722	SEAT UPPER ORING	12.20	
T2401318	SEAT LOWER ORING	8.05	
T1600802	MAIN VALVE SEAT	79.49	
T0200318	LOCK WASHER	3.02	
T2400585	PUMPER NOZZLE O-RING	5.04	
T2400952	2-1/2 NOZZLE O-RING	1.01	
T0600027	PUMPER NOZZLE GASKET	6.04	
T0600014	2-1/2" NOZZLE GASKET	2.01	
R1621012	MAIN VALVE RUBBER KIT	126.15	
R1621155	FULL ASSEMBLY SEAT FOR 5-1/4"	449.77	
R1620075	FULL BONNET ASSEMBLY	485.06	
R1620545	6" HYDRANT EXTENSION	349.35	
R1620077	1' HYDRANT EXTENSION	411.40	
	TRAFFIC KIT	181.33	

AVK 2780 SERIES PARTS (BENMARK)

PART #	DESCRIPTION	Price	Model Year
F1	WEATHERSHIELD BOLT		
F3	LOCK PLATE SCREW		
F4	LOCK PLATE		
F5	INNER THRUST NUT O-RING		
F6	THRUST NUT		
F7	OUTTER THRUST NUT O-RING		
F8	ANTI FRICTION WASHER **(PRE 2017)**		(PRE 2017)
F69	THRUST BEARING AND RACES **(AFTER 2018)**		(AFTER 2018)
F11	STOP NUT		
F15	STEM SEAL O-RINGS		
F17	BARREL GASKET		
F21	2-1/2" NOZZLE CAP GASKET		
F22	2-1/2" NOZZLE O-RING		
F23	NOZZLE RETAINING SCREW **(AFTER 2015 REQ X 2)**		
F25	PUMPER NOZZLE O-RING		
F27	PUMPER NOZZLE GASKET		
F36	COUPLER PIN		
F51	VALVE SEAT RING **(PRE 2016=4 BOLT/AFTER 2017=5 BOLT)**		
F53	VALVE SEAT O-RING		
F60	MAIN VALVE DISC RETAING PIN		
F61	MAIN VALVE DISC/HYDRO FLOW VALVE		
F73	STORZ CAP O-RING		
F75	ZERK FITTING		
	6" HYDRANT EXTENSION	393.86	
	1' HYDRANT EXTENSION	470.26	
	TRAFFIC KIT	158.04	

EAST JORDAN 5CD250 PARTS (TECHLINE)

PART#	DESCRIPTION	Price	Model Year
946625	OPERATING NUT		
946518	HOLD DOWN NUT		
946566	WEATHER SEAL O-RING		
946517	THRUST WASHER		
946760	OPERATING STEM 24-1/4"		
946070	HOSE NOZZLE O-RING		
946014	HOSE NOZZLE 2-1/2"		
946562	HOSE NOZZLE GASKET		
946194	PUMPER NOZZLE O-RING		
946561	PUMPER NOZZLE GASKET		
946565	RESERVOIR O-RING		
946440	QUAD SEAL RING		
946507	DRIP SHUT OFF		
946521	INSERTS FOR DRIP SHUT OFF		
946526	MAIN VALVE SEAT (RUBBER)		
946495	BRASS VALVE SEAT		
946538	VALVE WASHER FOR SEAT		
946572	SET SCREW (1/4"- 20 SS)		
946568	VALVE SEAT O-RING		
91858	SOCKET FOR NOZZLE SET SCREW		
946068	1/4" NPT PLUG SET SCREW		
946447	TRAFFIC FLANGE REPAIR KIT		
5CD250EXT-6	6" HYDRANT EXTENSION	432.91	
5CD250EXT-12	1' HYDRANT EXTENSION	511.85	

KENNEDY K81 PARTS (ACT) (High Volume)

PART #	DESCRIPTION	Price	Part Number
K8102	OPERATING NUT	274.51	3199502
K8103	DIRT SHIELD	42.93	3212132
K8104	STEM LOCK NUT	84.73	3185944
K8105	STEM LOCK NUT ORING	12.43	442704P
K8106	THRUST WASHER	4.52	4458403P
K8108	CAP BOLTS	7.91	444357P
K8109	CAP GASKET	24.85	441803P
K8109-O	CAP GASKET (2009 AND NEWER)	24.85	442794P
K8111	CAP O-RING (2 REQUIRED)	10.17	442644P
K8114	UPPER STEM ASSEMBLY	251.91	2310192
K8122R	SAFETY COUPLING PIN	20.33	443022P
K8126A	SEAT UPPER ORING	13.56	442658P
K8128	SEAT RING	358.10	3196772
K8130	SEAT LOWER ORING	13.56	442740P
K8131	MAIN VALVE SEAT	202.21	445904P
K8132	BOTTOM PLATE	116.36	3316399
K8133	DRAIN VALVE PIN	20.33	442949P
K8136	DRAIN VALVE	316.30	2316152
K8137	DRAIN VALVE FACING W/PINS	28.25	443404P
K8141	NOZZLE SET SCREW	7.91	443500P
K8143	2-1/2" NOZZLE GASKET	11.30	441790P
K8143	PUMPER NOZZLE GASKET	21.47	441796P
K8145	PUMPER NOZZLE O-RING	13.56	442788P
K8145	2-1/2 NOZZLE O-RING	5.65	442788P
K8146	ALLEN HEAD SET SCREW FOR DRIT SHIELD	5.65	444438P
K8149	TRAFFIC KIT	194.56	
	6" HYDRANT EXTENSION	312.93	
	1' HYDRANT EXTENSION	356.77	

MUELLER PARTS (FERGUSON) (High Volume)

PART#	DESCRIPTION	Price	Part Number
280355	CENTUR BONNET REPAIR KIT	128.20	
280359	CENTUR MAIN VALVE REPAIR KIT	790.14	
280357	CENTUR SHOE REPAIR KIT	528.64	
280361	IMPROVED BONNET KIT	121.38	
280367	IMPROVED MAIN VALVE KIT	1154.05	
	6" HYDRANT EXTENSION	373.44	
	TRAFFIC KIT IMPROVED	199.59	
	TRAFFIC KIT CENTURION	187.00	

M&H 929 (ACT)

PART#	DESCRIPTION	Price	Part Number
224011	MAIN VALVE RUBBER KIT	85.19	
555978	MAIN VALVE REPAIR KIT	236.00	
06Z1MHRK	TRAFFIC REPAIR KIT	450.00	
11EXT92906MH	6" EXTENSION	742.19	

EXHIBIT C

BIDDERS INFORMATION FORM

Company Name: ACT Pipe & Supply, Inc.

This form allows bidders to provide a summary of bidder's qualifications, demonstration of skills, knowledge and experience to provide the requested services specified herein.

Business history and experience:

Number of years' experience in providing Fire Hydrant Parts 37

Number of organizations/businesses provided for: 5000

Type of organizations/businesses provided for: Contractors, Municipalities, WSC, SUD, MUD

Number of years the Company has done business with the City of Georgetown (if applicable): 8

Business Location/Proximity to the City of Georgetown: Pflugerville - 20 minutes - 13 miles

Subcontractors the Bidder intends to utilize and their role in performance of the Services (if applicable):

n/a

Certifications, Accreditation, or Licenses held (provide name of employee and certifications(s) held:

(A copy of all Certifications, Accreditations and Licenses shall be submitted with bid response)

Foreman: n/a

Trimmer I: n/a

Trimmer II: n/a

Herbicide Applicator: n/a

Arborist: n/a

Emergency Services:

Does your firm provide emergency services on a 24-hour, 7-day per week basis?

☑Yes ☐No

Does your firm have a twenty-four (24) hour emergency number that is staffed by a person and not an answering machine; or a cell phone number that is available on a 24-hour, 7-day per week basis?

☑Yes ☐No

If yes, please list number: 512-592-8535

Equipment:

Please list all equipment your firm owns or leases and will be using by your crews to perform the Services.

n/a

Personnel assigned to the City's account:

Number of full-time employees: 3 assigned to account

Types (Titles) of employees to be assigned:

Outside Sales - Matthew Hortenstine

Inside Sales - Mavricio Davila, Rose Lozano

Number of employees available for temporary assignment: n/a

Bidder's Capability and Experience Statement

Provide a short narrative statement on the ability and capacity of your firm to supply the City with the services as specified herein. Bidder may attach additional documentation if needed.

ACT Pipe & Supply has an extensive list of municipalities, utility districts, and contractors we work with. We are driven by the desire to help supply exceptional utility infrastructure all around the state of Texas. We value the customer relationship, work as a team to provide best customer service, and only provide quality product.

Additional Comments/Statements:

n/a

Signature Matthew H. **Date** 3/2/2026

Printed Name and Title Matthew Hortenstine, Outside Sales Representative

EXHIBIT D
BIDDERS REFERENCE FORM

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION PACKAGE:

SOLICITATION NUMBER: 202613
BIDDER'S NAME ACT Pipe & Supply, Inc. **DATE:** 3/2/2026

Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Georgetown references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name: City of Austin Water Utility
   Name of Contact: Louis Hays
   Title of Contact: Inventory Planner II
   E-Mail Address: Louis.Hays@austintexas.gov
   Present Address: 3907 S Industrial Drive
   City, State Zip Code: Austin, TX 78744
   Telephone Number: (512) 972-1038 Fax Number: (___)

2. Company's Name: West Travis County Public Utility Agency
   Name of Contact: Jack Clements
   Title of Contact: Line Maintenance Supervisor
   E-Mail Address: jclements@wtcpua.org
   Present Address: 13215 Bee Caves Pkwy
   City, State Zip Code: Bee Cave, TX 78738
   Telephone Number: (512) 788-2902 Fax Number: (___)

3. Company's Name: City of Round Rock
   Name of Contact: Bryce Williams
   Title of Contact: Logistics officer
   E-Mail Address: bryce.williams@roundrocktexas.gov
   Present Address: 3400 Sunrise Rd
   City, State Zip Code: Round Rock, TX 78665
   Telephone Number: (737) 667-0612 Fax Number: (___)

202613
ACT PIPE & SUPPLY
Supplier Response

Event Information

Number: 202613
Title: Fire Hydrant Parts
Type: Invitation to Bid
Issue Date: 2/4/2026
Deadline: 3/3/2026 02:00 PM (CT)
Notes: **The City of Georgetown is accepting sealed bids for:**
Fire Hydrant Parts ITB Bid # 202613
Bids are solicited from qualified Successful Bidders to provide new, OEM or OEM approved equivalent fire hydrants parts on an as needed basis. The Successful Bidder must meet all requirements of the Invitation to Bid, maintain proper licensing, and comply with all federal, state, and local laws and mandates relative to the services specified in this Bid.
Bids may be **electronically submitted** through the City E-bid system accessible via City's web site at https://gtowntx.ionwave.net/Login.aspx **on or before March 3, 2026 at 2:00 PM and immediately thereafter publicly opened and read aloud.**
Questions regarding use of the E-bid System may be directed by email to: veronica.ferriz@georgetowntexas.gov
VIRTUAL PUBLIC CLOSING will be accessible using the link and call in information provided below:
Microsoft Teams
Join the meeting now

Meeting ID: 215 719 377 317 94
Passcode: YK2r5JU7

Dial in by phone
+1 512-672-8405,,17785290# United States, Austin
Find a local number

Contact Information

Contact: Veronica Ferriz
Address: Purchasing
510 W. 9th Street
Georgetown, TX 78626
Email: veronica.ferriz@georgetowntexas.gov

ACT PIPE & SUPPLY Information

Address: 1400 GRAND AVE PKWY
PFLUGERVILLE, TX 78660
Phone: (512) 252-7030
Fax: (512) 670-9212
Web Address: ACTPIPEANDSUPPLY.COM

The Bidder/Proposer affirms that they are duly authorized to submit this Bid/Proposal, that this Bid/Proposal has not been prepared in collusion with any other Bidder/Proposer, and that the contents of this Bid/Proposal have not been communicated to any other Bidder/Proposer prior to the official opening. Further, Bidder/Proposer certifies that it: i) does not boycott Israel; ii) will not boycott Israel during the term of the Agreement; and iii) is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

Matthew Hortenstine
Signature

mhortenstine@actpipe.com
Email

Submitted at 3/2/2026 03:58:38 PM (CT)

Supplier Note

When I tried to hit the "no bid" button on all items I am not bidding, the procurement portal would crash. After several tries, I got confirmation from Veronica to just submit the .pdf. Thanks, Matt Hortenstine

Requested Attachments

Certification and Acknowledgment — ITB 202613 Fire Hydrant Parts.pdf

Certification and Acknowledgment to be uploaded with Exhibits

Bid Attributes

1	**Accept terms and conditions** Click in the accepted box to accept the terms and conditions as outlined in the solicitation ☑ I accept the terms as outlined.
2	**Certification and Acknowledgements** I have acknowledged signed and uploaded the Certification and Acknowledgement forms. ☑ I agree.
3	**Insurance Requirements Acknowledgement** I have acknowledged the Insurance Requirements set forth in the solicitation document ☑ I agree.
4	**Bidder Reference** bidder has provided a minimum of three references. ☑ I agree.
5	**Certification Required by Texas Government Code** I have acknowledged, signed and uploaded Certification Required by TGC. ☑ I agree.

Bid Lines

1

Package Header

B84 PARTS FERGUSON

Quantity: 1 UOM: EA Total: $679.23

Package Items

1.1 OPERATING NUT

Quantity: 1 UOM: EA **No Bid**

Manufacturer #: 84-1

1.2 WEATHER SHIELD

Quantity: 1 UOM: EA **No Bid**

Manufacturer #: 84-144

1.3 TRAVEL STOP NUT

Quantity: 1 UOM: EA **No Bid**

Manufacturer #: 84-30-6

1.4 HOUSING O-RING COVER

Quantity: 1 UOM: EA **No Bid**

Manufacturer #: 84-2-1

1.5 HOUSING O-RING (2X REQ)

Quantity: 1 UOM: EA **No Bid**

Manufacturer #: 84-2-2

1.6 THRUST WASHER

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 84-4-4

1.7 GASKET COVER

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 84-13

1.8 HOUSING GASKET

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 84-14

1.9 AMALOCK 2.5" NOZZLE O-RING

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 84-20-04

1.10 AMALOCK 2.5" NOZZLE O-RING SPACER

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 84-20-5

1.11 AMALOCK PUMPER NOZZLE O-RING

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 84-25-4

1.12 AMALOCK PUMPER NOZZLE O-RING SPACER

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 84-25-5

1.13 MECANICAL SEALED PUMPER NOZZLE RETAINER

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 84-25-63

1.14 MECANICAL SEALED PUMPER NOZZLE WASHER

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 84-25-61

1.15 MECANICAL SEALED 2.5" NOZZLE RETAINER

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 84-20-63

1.16 MECANICAL SEALED 2.5" NOZZLE WASHER

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 84-20-61

1.17 MAIN SEAT

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 84-35-02

1.18 SEAT ORING (2X REQ)

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 84-36-1

1.19 MAIN SEAT RUBBER

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 84-41

1.20 AMALOCK NOZZLE INTERNAL SET SCREW

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 84-24-4

1.21 AMALOCK NOZZLE EXTERNAL SET SCREW

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 84-23-3

1.22 VALVE TOP CLEVICE PIN

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 84-40-4

1.23 AMALOCK PUMPER NOZZLE SET SCREW

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 84-24-5

1.24 2.5" CAP GASKET

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 84-22

1.25 PUMPER NOZZLE CAP GASKET

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 84-27

1.26 LOCTITE 271

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: N/A

1.27 SPRING PLATE

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 84-30-04

1.28 SPRING ROD

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 84-30-03

1.29 HOUSING COVER

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 84-9

1.30 DRAIN LEVER WASHERS

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 84-33

1.31 BARRELL SNAP RING

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 84-29-14

1.32 COUPLING PIN AND CLIP

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 84-39-21

1.33 TRAFFIC KIT

Quantity: 1 UOM: EA Price: $160.56 Total: $160.56

Manufacturer #: AFCMK73TRK

Supplier Notes: NON-OEM PART

1.34 6" HYDRANT EXTENSION

Quantity: 1 UOM: EA Price: $239.83 Total: $239.83

Manufacturer #: AFCMK73U

Supplier Notes: NON-OEM PART

1.35 1' HYDRANT EXTENSION

Quantity: 1 UOM: EA Price: $278.84 Total: $278.84

Manufacturer #: AFCMK7312

Supplier Notes: NON-OEM PART

2 Package Header

B62 PARTS FERGUSON

Quantity: 1 UOM: EA Total: $984.10

Package Items

2.1 OPERATING NUT

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-1

2.2 WEATEHER SHIELD

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-144

2.3 TRAVEL STOP NUT

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-30-6

2.4 HOUSING O-RING COVER

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-2-1

2.5 HOUSING O-RING (2X REQ)

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-2-2

2.6 THRUST WASHER

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-4-4

2.7 GASKET COVER

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-13

2.8 HOUSING GASKET

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-14

2.9 AMALOCK 2.5" NOZZLE O-RING

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-20-04

2.10 AMALOCK 2.5" NOZZLE O-RING SPACER

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-20-5

2.11 AMALOCK PUMPER NOZZLE O-RING

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-25-4

2.12 AMALOCK PUMPER NOZZLE O-RING SPACER

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-25-5

2.13 MECANICAL SEALED PUMPER NOZZLE RETAINER

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-25-63

2.14 MECANICAL SEALED PUMPER NOZZLE WASHER

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-25-61

2.15 MECANICAL SEALED 2.5" NOZZLE RETAINER

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-20-63

2.16 MECANICAL SEALED 2.5" NOZZLE WASHER

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-20-61

2.17 MAIN SEAT

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-35-02

2.18 OUTSIDE SEAT ORING

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-36-2

2.19 INSIDE SEAT ORING

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-36-3

2.20 MAIN SEAT RUBBER

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-41

2.21 AMALOCK NOZZLE INTERNAL SET SCREW

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-24-4

2.22 AMALOCK NOZZLE EXTERNAL SET SCREW

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-23-3

2.23 VALVE TOP CLEVICE PIN

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-40-4

2.24 AMALOCK PUMPER NOZZLE SET SCREW

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-24-5

2.25 2.5" CAP GASKET

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-22

2.26 PUMPER NOZZLE CAP GASKET

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-27

2.27 LOCTITE 271

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: N/A

2.28 SPRING PLATE

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-30-04

2.29 SPRING ROD

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-30-03

2.30 HOUSING COVER

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-9

2.31 OPERATING NUT

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-1

2.32 DRAIN LEVER WASHERS

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-33

2.33 BARRELL SNAP RING

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-29-14

2.34 BARREL GASKET

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 62-38-1

2.35 TRAFFIC KIT PRE 1985

Quantity: 1 UOM: EA Price: $201.48 Total: $201.48

Manufacturer #: AFCB62BTRKPRE85

Supplier Notes: NON-OEM PART

2.36 TRAFFIC KIT 1986 AND LATER

Quantity: 1 UOM: EA Price: $189.77 Total: $189.77

Manufacturer #: AFCB62BTRKN514

Supplier Notes: NON-OEM PART

2.37 6" HYDRANT EXTENSION

Quantity: 1 UOM: EA Price: $271.80 Total: $271.80

Manufacturer #: AFCB62BU

Supplier Notes: NON-OEM PART

2.38 1' HYDRANT EXTENSION

Quantity: 1 UOM: EA Price: $321.05 Total: $321.05

Supplier Notes: NON-OEM PART

3 Package Header

CLOW MEDALLION PARTS (ACT)

Quantity: 1 UOM: EA Total: $3,479.42

Package Items

3.1 WEATHER CAP

Quantity: 1 UOM: EA Price: $50.31 Total: $50.31

Manufacturer #: M0800588

3.2 WEATHER CAP SCREW

Quantity: 1 UOM: EA Price: $1.01 Total: $1.01

Manufacturer #: T0400748

3.3 THRUST NUT

Quantity: 1 UOM: EA Price: $137.85 Total: $137.85

Manufacturer #: F1600810

3.4 THRUST NUT O-RING

Quantity: 1 UOM: EA Price: $1.01 Total: $1.01

Manufacturer #: T2400948

3.5 OPERATING NUT

Quantity: 1 UOM: EA Price: $171.83 Total: $171.83

Manufacturer #: F0800581

3.6 OPERATING NUT O-RING

Quantity: 1 UOM: EA Price: $8.96 Total: $8.96

Manufacturer #: T2400815

3.7 THRUST BEARING (2 REQUIRED)

Quantity: 1 UOM: EA Price: $2.49 Total: $2.49

Manufacturer #: T0200669

3.8 BONNET BOLTS

Quantity: 1 UOM: EA Price: $1.01 Total: $1.01

Manufacturer #: T0400929

3.9 STEM O-RING (2 REQUIRED)

Quantity: 1 UOM: EA Price: $1.01 Total: $1.01

Manufacturer #: T2401026

3.10 BONNET O-RING

Quantity: 1 UOM: EA Price: $4.02 Total: $4.02

Manufacturer #: T2401040

3.11 SAFETY COUPLING PIN

Quantity: 1 UOM: EA Price: $61.26 Total: $61.26

Manufacturer #: T2203021

3.12 DRAIN VALVE FACING W/PINS

Quantity: 1 UOM: EA Price: $10.72 Total: $10.72

Manufacturer #: T1600971

3.13 UPPER VALVE PLATE

Quantity: 1 UOM: EA Price: $259.23 Total: $259.23

Manufacturer #: F1600803

3.14 LOWER VALVE PLATE

Quantity: 1 UOM: EA Price: $207.27 Total: $207.27

Manufacturer #: M1601010

3.15 SEAT RING

Quantity: 1 UOM: EA Price: $441.52 Total: $441.52

Manufacturer #: F1600816

3.16 SEAT UPPER ORING

Quantity: 1 UOM: EA Price: $12.20 Total: $12.20

Manufacturer #: T2400722

3.17 SEAT LOWER ORING

Quantity: 1 UOM: EA Price: $8.05 Total: $8.05

Manufacturer #: T2401318

3.18 MAIN VALVE SEAT

Quantity: 1 UOM: EA Price: $79.49 Total: $79.49

Manufacturer #: T1600802

3.19 LOCK WASHER

Quantity: 1 UOM: EA Price: $3.02 Total: $3.02

Manufacturer #: T0200318

3.20 PUMPER NOZZLE O-RING

Quantity: 1 UOM: EA Price: $5.04 Total: $5.04

Manufacturer #: T2400585

3.21 2-1/2 NOZZLE O-RING

Quantity: 1 UOM: EA Price: $1.01 Total: $1.01

Manufacturer #: T2400952

3.22 PUMPER NOZZLE GASKET

Quantity: 1 UOM: EA Price: $6.04 Total: $6.04

Manufacturer #: T0600027

3.23 2-1/2" NOZZLE GASKET

Quantity: 1 UOM: EA Price: $2.01 Total: $2.01

Manufacturer #: T0600014

3.24 MAIN VALVE RUBBER KIT

Quantity: 1 UOM: EA Price: $126.15 Total: $126.15

Manufacturer #: R1621012

3.25 FULL ASSEMBLY SEAT FOR 5-1/4"

Quantity: 1 UOM: EA Price: $449.77 Total: $449.77

Manufacturer #: R1621155

3.26 FULL BONNET ASSEMBLY

Quantity: 1 UOM: EA Price: $485.06 Total: $485.06

Manufacturer #: R1620075

3.27 6" HYDRANT EXTENSION

Quantity: 1 UOM: EA Price: $349.35 Total: $349.35

Manufacturer #: R1620545

Supplier Notes: NON-OEM PART

3.28 1' HYDRANT EXTENSION

Quantity: 1 UOM: EA Price: $411.40 Total: $411.40

Manufacturer #: R1620077

Supplier Notes: NON-OEM PART

3.29 TRAFFIC KIT

Quantity: 1 UOM: EA Price: $181.33 Total: $181.33

Supplier Notes: NON-OEM PART

4 Package Header

AVK 2780 SERIES PARTS (BENMARK)

Quantity: 1 UOM: EA Total: $1,022.16

Package Items

4.1 WEATHERSHIELD BOLT

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: F1

4.2 LOCK PLATE SCREW

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: F3

4.3 LOCK PLATE

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: F4

4.4 INNER THRUST NUT O-RING

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: F5

4.5 THRUST NUT

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: F6

4.6 OUTTER THRUST NUT O-RING

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: F7

4.7 ANTI FRICTION WASHER (PRE 2017)

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: F8

4.8 THRUST BEARING AND RACES (AFTER 2018)

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: F69

4.9 STOP NUT

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: F11

4.10 STEM SEAL O-RINGS

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: F15

4.11 BARREL GASKET

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: F17

4.12 2-1/2" NOZZLE CAP GASKET

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: F21

4.13 2-1/2" NOZZLE O-RING

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: F22

4.14 NOZZLE RETAINING SCREW (AFTER 2015 REQ X 2)

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: F23

4.15 PUMPER NOZZLE O-RING

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: F25

4.16 PUMPER NOZZLE GASKET

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: F27

4.17 COUPLER PIN

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: F36

4.18 VALVE SEAT RING (PRE 2016=4 BOLT/AFTER 2017=5 BOLT)

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: F51

4.19 VALVE SEAT O-RING

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: F53

4.20 MAIN VALVE DISC RETAING PIN

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: F60

4.21 MAIN VALVE DISC/HYDRO FLOW VALVE

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: F61

4.22 STORZ CAP O-RING

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: F73

4.23 ZERK FITTING

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: F75

4.24 6" HYDRANT EXTENSION

Quantity: 1 UOM: EA Price: $393.86 Total: $393.86

Supplier Notes: NON-OEM PART

4.25 1' HYDRANT EXTENSION

Quantity: 1 UOM: EA Price: $470.26 Total: $470.26

Supplier Notes: NON-OEM PART

4.26 TRAFFIC KIT

Quantity: 1 UOM: EA Price: $158.04 Total: $158.04

Supplier Notes: NON-OEM PART

5 Package Header

EAST JORDAN 5CD250 (TECHLINE)

Quantity: 1 UOM: EA Total: $944.76

Package Items

5.1 OPERATING NUT

Quantity: 1 UOM: EA ***No Bid***

Manufacturer #: 946625

5.2 HOLD DOWN NUT

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 946518

5.3 WEATHER SEAL O-RING

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 946566

5.4 THRUST WASHER

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 946517

5.5 OPERATING STEM 24-1/4"

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 946760

5.6 HOSE NOZZLE O-RING

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 946070

5.7 HOSE NOZZLE 2-1/2"

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 946014

5.8 HOSE NOZZLE GASKET

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 946562

5.9 PUMPER NOZZLE O-RING

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 946194

5.10 PUMPER NOZZLE GASKET

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 946561

5.11 RESERVOIR O-RING

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 946565

5.12 QUAD SEAL RING

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 946440

5.13 DRIP SHUT OFF

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 946507

5.14 INSERTS FOR DRIP SHUT OFF

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 946521

5.15 MAIN VALVE SEAT (RUBBER)

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 946526

5.16 BRASS VALVE SEAT

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 946495

5.17 VALVE WASHER FOR SEAT

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 946538

5.18 SET SCREW (1/4"- 20 SS)

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 946572

5.19 VALVE SEAT O-RING

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 946568

5.20 SOCKET FOR NOZZLE SET SCREW

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 91858

5.21 1/4" NPT PLUG SET SCREW

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 946068

5.22 TRAFFIC FLANGE REPAIR KIT

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Manufacturer #: 946447

5.23 6" HYDRANT EXTENSION

Quantity: 1 UOM: EA Price: $432.91 Total: $432.91

Manufacturer #: 5CD250EXT-6

Supplier Notes: NON-OEM PART

5.24 1' HYDRANT EXTENSION

Quantity: 1 UOM: EA Price: $511.85 Total: $511.85

Manufacturer #: 5CD250EXT-12

Supplier Notes: NON-OEM PART

6 Package Header

KENNEDY K81 PARTS (ACT)

Quantity: 1 UOM: EA Total: $2,757.61

Package Items

6.1 OPERATING NUT

Quantity: 1 UOM: EA Price: $274.51 Total: $274.51

Manufacturer #: K8102

6.2 DIRT SHIELD

Quantity: 1 UOM: EA Price: $42.93 Total: $42.93

Manufacturer #: K8103

6.3 STEM LOCK NUT

Quantity: 1 UOM: EA Price: $84.73 Total: $84.73

Manufacturer #: K8104

6.4 STEM LOCK NUT ORING

Quantity: 1 UOM: EA Price: $12.43 Total: $12.43

Manufacturer #: K8105

6.5 THRUST WASHER

Quantity: 1 UOM: EA Price: $4.52 Total: $4.52

Manufacturer #: K8106

6.6 CAP BOLTS

Quantity: 1 UOM: EA Price: $7.91 Total: $7.91

Manufacturer #: K8108

6.7 CAP GASKET

Quantity: 1 UOM: EA Price: $24.85 Total: $24.85

Manufacturer #: K8109

6.8 CAP GASKET (2009 AND NEWER)

Quantity: 1 UOM: EA Price: $24.85 Total: $24.85

Manufacturer #: K8109-O

6.9 CAP O-RING (2 REQUIRED)

Quantity: 1 UOM: EA Price: $10.17 Total: $10.17

Manufacturer #: K8111

6.10 UPPER STEM ASSEMBLY

Quantity: 1 UOM: EA Price: $251.91 Total: $251.91

Manufacturer #: K8114

6.11 SAFETY COUPLING PIN

Quantity: 1 UOM: EA Price: $20.33 Total: $20.33

Manufacturer #: K8122R

6.12 SEAT UPPER ORING

Quantity: 1 UOM: EA Price: $13.56 Total: $13.56

Manufacturer #: K8126A

6.13 SEAT RING

Quantity: 1 UOM: EA Price: $358.10 Total: $358.10

Manufacturer #: K8128

6.14 SEAT LOWER ORING

Quantity: 1 UOM: EA Price: $13.56 Total: $13.56

Manufacturer #: K8130

6.15 MAIN VALVE SEAT

Quantity: 1 UOM: EA Price: $202.21 Total: $202.21

Manufacturer #: K8131

6.16 BOTTOM PLATE

Quantity: 1 UOM: EA Price: $116.36 Total: $116.36

Manufacturer #: K8132

6.17 DRAIN VALVE PIN

Quantity: 1 UOM: EA Price: $20.33 Total: $20.33

Manufacturer #: K8133

6.18 DRAIN VALVE

Quantity: 1 UOM: EA Price: $316.30 Total: $316.30

Manufacturer #: K8136

6.19 DRAIN VALVE FACING W/PINS

Quantity: 1 UOM: EA Price: $28.25 Total: $28.25

Manufacturer #: K8137

6.20 NOZZLE SET SCREW

Quantity: 1 UOM: EA Price: $7.91 Total: $7.91

Manufacturer #: K8141

6.21 2-1/2" NOZZLE GASKET

Quantity: 1 UOM: EA Price: $11.30 Total: $11.30

Manufacturer #: K8143

6.22 PUMPER NOZZLE GASKET

Quantity: 1 UOM: EA Price: $21.47 Total: $21.47

Manufacturer #: K8143

6.23 PUMPER NOZZLE O-RING

Quantity: 1 UOM: EA Price: $13.56 Total: $13.56

Manufacturer #: K8145

6.24 2-1/2 NOZZLE O-RING

Quantity: 1 UOM: EA Price: $5.65 Total: $5.65

Manufacturer #: K8145

6.25 ALLEN HEAD SET SCREW FOR DRIT SHIELD

Quantity: 1 UOM: EA Price: $5.65 Total: $5.65

Manufacturer #: K8146

6.26 TRAFFIC KIT

Quantity: 1 UOM: EA Price: $194.56 Total: $194.56

Manufacturer #: K8149

Supplier Notes: NON-OEM PART

6.27 6" HYDRANT EXTENSION

Quantity: 1 UOM: EA Price: $312.93 Total: $312.93

Supplier Notes: NON-OEM PART

6.28 1' HYDRANT EXTENSION

Quantity: 1 UOM: EA Price: $356.77 Total: $356.77

Supplier Notes: NON-OEM PART

7 Package Header

MUELLER PARTS (FERGUSON)

Quantity: 1 UOM: EA Total: $3,482.44

Package Items

7.1 CENTUR BONNET REPAIR KIT

Quantity: 1 UOM: EA Price: $128.20 Total: $128.20

Manufacturer #: 280355

7.2 CENTUR MAIN VALVE REPAIR KIT

Quantity: 1 UOM: EA Price: $790.14 Total: $790.14

Manufacturer #: 280359

7.3 CENTUR SHOE REPAIR KIT

Quantity: 1 UOM: EA Price: $528.64 Total: $528.64

Manufacturer #: 280357

7.4 IMPROVED BONNET KIT

Quantity: 1 UOM: EA Price: $121.38 Total: $121.38

Manufacturer #: 280361

7.5 IMPROVED MAIN VALVE KIT

Quantity: 1 UOM: EA Price: $1,154.05 Total: $1,154.05

Manufacturer #: 280367

7.6 6" HYDRANT EXTENSION

Quantity: 1 UOM: EA Price: $373.44 Total: $373.44

Supplier Notes: NON-OEM PART

7.7 TRAFFIC KIT IMPROVED

Quantity: 1 UOM: EA Price: $199.59 Total: $199.59

7.8 TRAFFIC KIT CENTURION

Quantity: 1 UOM: EA Price: $187.00 Total: $187.00

Supplier Notes: NON-OEM PART

8 Package Header

M&H 929 (ACT)

Quantity: 1 UOM: EA Total: $1,513.38

Package Items

8.1 MAIN VALVE RUBBER KIT

Quantity: 1 UOM: EA Price: $85.19 Total: $85.19

Manufacturer #: 224011

8.2 MAIN VALVE REPAIR KIT

Quantity: 1 UOM: EA Price: $236.00 Total: $236.00

Manufacturer #: 555978

8.3 TRAFFIC REPAIR KIT

Quantity: 1 UOM: EA Price: $450.00 Total: $450.00

Manufacturer #: 06Z1MHRK

8.4 6" EXTENSION

Quantity: 1 UOM: EA Price: $742.19 Total: $742.19

Manufacturer #: 11EXT92906MH

Response Total: $14,863.10

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Fire Hydrant Parts Contract with Ferguson Waterworks

SUGGESTED ACTION:
Consideration and possible action to award a bid to Ferguson Waterworks for the purchase of fire hydrants parts from ITB 202613 in an amount not-to-exceed $30,000.00 annually and to authorize the City Manager to execute up to four 1-year renewals for a total not-to-exceed amount of $150,000.00 -- Chelsea Solomon, PE, Water Utility Director

ITEM SUMMARY:
The Water Utility maintains multiple types and models of fire hydrants throughout the water distribution system. The City issued an invitation to bid (ITB No. 2026-13) for bids for replacement parts and assemblies for the fire hydrants. City staff recommends awarding bids with multiple vendors in order to properly maintain, repair, and replace existing hydrants. Approval of this item will allow the Water Utility to procure fire hydrants and related components from Ferguson on an as-needed basis. Establishing this contract will ensure the availability of critical materials required for routine maintenance, emergency repairs, and continued system reliability.

FINANCIAL IMPACT:
Funds are available in Fund 660, Cost Center CC0528 (Water Distribution)

SUBMITTED BY:
Deniece Sesma, Water Utility Department

ATTACHMENTS:
ITB 202613 Fire Hydrant Parts (Ferguson).pdf
Supplier Response (FERGUSON WATERWORKS).pdf

INVITATION TO BID

No. 202613

For

Fire Hydrant Parts

Issued: February 4, 2026

Issued By:
City of Georgetown
Purchasing Department
510 W. 9th Street
Georgetown, TX 78627

Responses Due: 2PM, March 3, 2026

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I. INTRODUCTION

Bids are solicited from qualified Successful Bidders to provide new, OEM or OEM approved equivalent fire hydrants parts on an as needed basis. With the Following definitions, terms and conditions of bidding.

A. NOTICE

Sealed bids are due at **2:00 p.m. on March 3rd 2026,** after which time all qualified bids will be opened and publicly read aloud.

B. RECEIPT OF BIDS

Electronic Sealed Bids. Electronic Sealed Bids shall be submitted through the City's web site at: Georgetown eBid System. All interested Bidders are required to register as a "supplier" on the City's E-bid System at the above web address and clicking on "Supplier Registration". Registration provides automatic access to the solicitation and its documents (specifications, attachments, exhibits), and for any changes to the solicitation including change(s) to the submission time and date.

Electronic Bids shall be uploaded in the E-bid system and electronically submitted.

Electronic Bids must be received prior to the time and date specified in the City's E-bid System.; the Bidder shall ensure that the Bid was properly uploaded and submitted in the System. The time Bids are received shall be determined by the electronic clock in the City's E-bid System.

NOTE: Bid opportunities are posted and available to download on the City of Georgetown's On-Line Bidding System at https://gtowntx.ionwave.net/SourcingEvents.aspx?SourceType=1

Successful Bidders may receive notice of bids from the City of Georgetown from a variety of channels. Approved methods of dissemination include the City of Georgetown website or the City of Georgetown Purchasing Office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your bid non-compliant. City of Georgetown accepts no responsibility for the receipt or notification of solicitations through any other source.

C. QUESTIONS AND INQUIRIES

Questions and inquiries about this Solicitation shall be submitted in writing to the following individual:

Veronica Ferriz
Purchasing Department
Veronica.ferriz@georgetowntexas.gov
The deadline for written questions is **February 13, 2026, at 5:00 p.m.**

D. SCHEDULE OF IMPORTANT DATES

The tentative schedule for this Solicitation is as follows:

Release ITB to Bidders		**February 4, 2026**
Deadline for Questions and Inquiries	**5PM CST**	**February 13, 2025**
ITB Due Date	**2PM CST**	**March 3rd, 2026**
Earliest Award by City		**March 2026**

The City reserves the right to modify these dates. Please refer to the online IonWave solicitation for Microsoft Teams meeting details for the bid closing.

E. AWARD OF BID

The City shall award the bid to the Bidder whose Bid is determined to be the best value. Best value criteria to be considered for award follows:

1. The reputation of the bidder and of the bidder's goods or services.
2. The extent to which the goods or services meet the municipality's needs.
3. The bidder's past relationship with the municipality.

II. DEFINITIONS

The following definitions shall apply in this solicitation:

A. AGREEMENT/CONTRACT

A mutually binding legal document obligating the Successful Bidder to furnish the goods specified within this solicitation and obliging the City to pay for the goods as specified.

B. BID/RESPONSE/OFFER/QUOTATION

A complete, properly signed response to this solicitation that, if accepted, would bind the Respondent to perform the resulting contract.

C. BIDDER/RESPONDENT/OFFERER

The entity or individual submitting a bid to the City to provide the goods or services specified herein.

D. CITY

The City of Georgetown, located in Williamson County, Texas.

E. CITY COUNCIL

The elected officials of the City of Georgetown, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the City Charter and State Constitution and Laws

F. E-BID SYSTEM

The City's electronic bidding system. This is a web-based system that provides all solicitation documents electronically to potential Bidders and allows interested Bidders to submit Bids in response to solicitation documents. The term "e-bid" and/or "electronic bid" means the Bidder's electronic bid submitted to the City by way of the E-bid system. The terms "electronic bid" or "e-bid" are used inter-changeably to describe the above invitation for bid process to submit an authorized bid to the City in response to this Invitation to Bid

G. GOODS

Materials, supplies, commodities, and/or equipment.

H. PIGGYBACK CONTRACT

A contract or agreement that has been competitively bid in accordance with State of Texas statutes, rules, policies, and procedures and has been extended for the use of state and local agencies that have entered (or will) into an Interlocal Agreement with

the City.

I. PURCHASE ORDER

A purchase order (PO) is a document issued to a specific Successful Bidder by Purchasing staff setting forth the descriptions, quantities, prices, discounts, payment terms, date of performance or shipment, and other related terms and conditions. **Acceptance of a purchase order by a Successful Bidder forms an agreement between the buyer and seller, and no agreement exists until the purchase order is accepted.** A purchase order records the financial obligation of the City to pay for goods or services properly received; therefore, a purchase order is also required for all contracts with an expenditure of funds entered by the City Manager or City Council.

J. SOLICITATION/INVITATION TO BID

This Solicitation document issued by the City containing terms, conditions, and specifications for the goods or services to be procured.

K. SUCCESSFUL BIDDER

The Bidder awarded the contract to provide goods or equipment to the City as fulfillment of obligations arising from this Solicitation.

III. INSTRUCTIONS TO BIDERS

Qualified bidders interested in responding to this Solicitation must submit the following information as part of their bid response. Failure to provide any information requested in this Solicitation may result in disqualification of the bid response.

A. FORMS

All Responses must be submitted on the form(s) provided by the City and accompanied by all required attachments. All figures must be written in ink or typewritten. Mistakes may be crossed out, corrections inserted adjacent thereto and initiated in ink by the person certifying the bid.

B. CERTIFICATION

This Solicitation includes a certification page. Respondent must:

1. Furnish complete name, mailing address, telephone number and email of the individual duly authorized to execute contractual documents on behalf of the Respondent.
2. Furnish name of individual(s), along with respective telephone numbers and email addresses, who will be responsible for answering all questions.
3. Certify that they have not conspired with any other potential Respondents in any manner to attempt to control competitive pricing.
4. Certify that they are duly qualified, capable, and otherwise bondable business entity not in receivership or contemplating same and has not filed bankruptcy.

C. DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any Bidder or person considering doing business with a local government entity disclose the Bidder or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict-of-Interest Questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Any completed Conflict of Interest Questionnaires shall be

submitted to the City.

Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Bidder's offer.

D. DISCLOSURE OF INTERESTED PARTIES

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least $1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by the Texas Ethics Commission ("TEC") is as follows:

1. The disclosure of interested parties must be performed using the Texas Ethics Commission's electronic filing application listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.
2. The copy of Form 1295 submitted to the City must be notarized and contain the unique certification number from the TEC. The form must be filed with the City pursuant to
   §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to the City.

The City, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

E. EXCEPTIONS

Any deviations from terms, conditions, or specifications contained herein must be clearly indicated in the Response to this Solicitation in writing. Any deviations or exceptions are subject to review by the City and may deem the Response disqualified or non-responsive. If no exceptions are stated, it will be understood that all general terms and conditions and specific requirements will be complied with, without exception.

F. BID LITERATURE

Respondents must submit with their bid the latest printed literature and detailed specifications on equipment or material the Bidder proposes to furnish. Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase.

IV. STANDARD TERMS AND CONDITIONS

A. ACCEPTANCE

Upon acceptance and approval by the City Council, or their designee, this solicitation and the selected bid effects a working contract between the City and the Successful bidder. A City of Georgetown Purchase Order is required prior to the delivery of any goods or services provided to the City.

B. ABSENCE OF PURCHASE ORDER OR AGREEMENT

The City is not responsible for delivery of any commodities, equipment, or services without a proper Purchase Order.

C. ADDENDA

If it becomes necessary to revise any part of this Invitation to Bid prior to the due date and time, a written addendum will be provided to all Bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specification by the City's employees, unless such clarification of change is provided to Bidders in written addendum form from the Purchasing Department.

Addenda will be transmitted by electronic means to all registered Bidders in the City's E-bid system that are known to have downloaded a copy of the bid documents and specifications from the City's E-bid system.

However, it shall be the sole responsibility of the Bidder to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time. Bidder shall provide written acknowledgment of all addenda.

D. ADVERTISING AND PUBLICITY

Bidder shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

E. ASSIGNMENTS

The Agreement shall be binding upon and inure to the benefit of the City and the Bidder, and their respective successors and assignees, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Bidder without the prior written consent of the City. Any attempted assignment or delegation by the Bidder shall be void unless made in conformity with this Paragraph. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Agreement.

F. BUSINESS PRACTICES

Minority business enterprises and/or historically underutilized businesses will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, national origin, or any protected class in consideration for an award.

G. CANCELLATION OR TERMINATION

1. **Termination For Cause**:

   In the event of default by the Bidder, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Bidder, within such ten (10) day period cures such default or provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist.

   In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses incurred by the City as a result of the Bidder's default, including without limitation, cost of cover,

reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at the maximum lawful rate.

Additionally, in the event of default by the Bidder, the City may remove the Bidder from the City's Bidder List and any Offer submitted by the Bidder may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

2. **Termination Without Cause**:
   The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days priorly written notice. Upon receipt of a notice of termination, the Bidder shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Bidder, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and obligations incurred prior to the date of termination in accordance with the terms hereof.
3. **Non-Appropriation**:
   The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement if, for any reason, funds are not appropriated to continue this Agreement.
4. **Cancellation**:
   The City reserves the right to cancel the Agreement for default for all or any part of the delivered portion of the deliverables if the Bidder breaches any term hereof including warranties or becomes insolvent or commits acts of bankruptcy. Such right to cancellation is in addition to and not in lieu of any remedies which the City may have in law or in equity.

H. CLAIMS

If a claim, demand, suit, or other action is asserted against the Bidder which arises under or concerns the Agreement, or which could have a material adverse effect on the Bidder's ability to perform thereunder, the Bidder shall give written notice to the City within ten (10) calendar days after receipt of notice by the Bidder. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted. Such notice shall be delivered to the Purchasing Department as set forth below and to the City Attorney at PO Box 409, Georgetown, TX 78627.

I. CODES, PERMITS, LICENSES

Bidder shall comply with all federal, state, and local standards, codes, and ordinances, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations, or requirements of these authorities. Bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

J. COLLUSION

Advanced disclosures of any information to any Bidder which gives that particular Bidder any advantage over any other interested Bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all responses to that particular bid solicitation or request.

K. COMMUNICATION

To ensure the proper and fair evaluation of this bid, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Bidder to the City Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Bidder and the City will be initiated by the appropriate City Official or Employee to obtain information or clarification needed to develop a proper and accurate evaluation of the Bid. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the Bid then in evaluation, or any future Solicitation. Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed to the City of Georgetown Purchasing Office, 510 W. 9th Street, Georgetown, TX 78626, 512-930-8141, purchasing@georgetown.org.

L. CONFIDENTIALITY

In order to provide the deliverables to the City, Bidder may require access to certain of the City's and/or its licensors' confidential information including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information and other information which the City or its licensors consider confidential (collectively, "Confidential Information"). Bidder acknowledges and agrees that Confidential Information is the valuable property of the City and/or its licensors, and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Bidder (including its employees, sub successful bidders, agents or representatives) agrees that it will maintain the Confidential Information in strict confident and shall not disclose, disseminate, copy, divulge, recreate or otherwise use the Confidential Information without the prior written consent of the City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Bidder promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Bidder agrees to use protective measures no less stringent than the Bidder uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

M. DEFAULT

Bidder shall be in default under the Agreement if the Bidder (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to fully, timely and faithfully perform any of its material obligations under any agreement Bidder has with the City, (c) fails to timely pay any fees or taxes owed to the City, (d) becomes insolvent or seeks relief under the bankruptcy laws of the United States, or (e) makes a material misrepresentation in Bidder's bid, or in any report or deliverable required to be submitted by Bidder to the City.

A Bidder who abandons or defaults the work on the Agreement and causes the City to purchase the goods or services elsewhere may be charged the difference in cost of the goods or service if any and may not be considered in the re-advertisement of the service and may be rejected as an irresponsible bidder and not considered in future Solicitations for the same type of service unless the scope of work is significantly modified.

N. DELAYS

The City may delay scheduled delivery or other due dates by written notice to the Bidder if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the City and the Bidder shall negotiate an equitable adjustment for costs incurred by the Bidder in the Agreement price and execute an amendment to the Agreement. The Bidder must assert its right to an adjustment within ten (10) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Process specified herein. However, nothing in this provision shall excuse the Bidder from delaying the delivery as notified.

O. DISCLOSURE OF PENDING LITIGATION:

Each Bidder shall include in its bid a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Respondent or in which the Respondent has been judged guilty.

P. DISPUTE RESOLUTION

If either the Bidder or the City has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise all remedies available under law regarding the dispute.

Q. FORCE MAJEURE

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond reasonable control. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

R. FRAUD

Fraudulent statements by the Bidder on any bid or in any report or deliverable required to be submitted by the Bidder to the City shall be grounds for termination of the Agreement for cause by the City and may result in legal action.

S. GRATUITIES

The City may, by written notice to the Bidder, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Bidder or any agent or representative of the Bidder to any officer or employee of the City with the intent of securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performance of the Agreement. In the event the Agreement is cancelled by the City pursuant to this Section, the City shall be entitled, in addition to any other rights and remedies, to recover the benefits or payments to the Bidder, as a result of the gratuities.

T. INDEPENDENT SUCCESSFUL BIDDER

Nothing in this bid is intended to be construed as creating an employer/employee relationship, a partnership or joint venture. The Bidder's services shall be those of an independent successful bidder. The Bidder agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Bidder shall not be within protection or coverage of the City's Worker Compensation Insurance, Health Insurance, Liability Insurance, or any other insurance that the City, from time to time, may have in force.

U. INDEMNITY

BIDDER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE GOODS OR SERVICES PROVIDED UNDER THE AGREEMENT. IF THE BIDDER AND THE CITY ARE CONCURRENTLY NEGLIGENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO THAT PORTION OF NEGLIGENCE ATTRIBUTABLE TO IT AS DETERMINED UNDER THE APPLICABLE PROPORTIONATE RESPONSIBILITY RULES OF THE STATE OF TEXAS.

V. INFRINGEMENT

Bidder represents and warrants to the City that: (a) Bidder shall provide the City good and indefeasible title to the deliverables and (b) the deliverables supplied by the Bidder in accordance with the specifications of the Agreement shall not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by an person or entity with respect to the ownership or operation of the deliverables and the Bidder does not know of any basis for any such claims.

Bidder shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from:

(a) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverable infringes the intellectual property rights of any third party; or (b) Bidder's breach of any of the Bidder's representations or warranties stated in this

Agreement. In the event of any such claim, the City shall have the right to monitor such claim or, at its option, engage its own separate counsel to act as co-counsel on the City's behalf. Further, Bidder agrees that the City's specifications regarding the deliverables shall in no way diminish Bidder's warranties or obligations under this Paragraph, and the City makes no warranty that the products, development, or delivery of such deliverables will not impact such warranties of Bidder.

W. INSURANCE REQUIREMENTS

The Successful bidder shall obtain and maintain during the term of the Agreement the City's insurance requirements are provided in Exhibit A.

AA. INTERLOCAL AGREEMENT

Other governmental entities may be extended the opportunity to purchase from Solicitations awarded by the City, with the consent and agreement of the successful Bidder(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Bidder's Response. However, all parties indicate their understanding, and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

BB. INTERPRETATION

The Agreement is intended by both parties as the final, complete, and exclusive statement of the terms of their Agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner fair to both parties, reading no provision more strictly against one party of the other. Whenever a term defined by the Uniform Commercial Code (the "UCC"), as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

CC. INVALIDITY

The invalidity, illegality, or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace the stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

DD. LIABILITY

Any person, firm or corporation party to this Agreement or Purchase Order shall be liable for all damages incurred while in the performance of the Agreement.

Bidder assumes full responsibility for the terms contained herein and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third party,

supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement or Purchase Order to the Bidder and the negligence of the Bidder, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

EE. LIENS

Bidder shall defend, indemnify, and hold the City harmless from and against any and all liens and encumbrances for all goods and equipment provided under this Agreement. At the City's request, the Bidder or its sub-successful bidders shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

FF. MANAGEMENT

Should there be a change in ownership or management, the Agreement may be canceled unless a mutual Agreement is reached with the new owner to continue the Agreement with its present terms, conditions, and pricing. The Agreement is nontransferable by either party.

GG. NOTICES

Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Bidder shall be sent to the address specified in the Bidder's bid or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to: City of Georgetown, Purchasing Office, PO Box 409, Georgetown, TX 78627 and marked to the attention of the Buyer.

HH. OVERCHARGES

Bidder hereby assigns to the City all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, *Business and Commerce Code Ann.*, Section 15.01, et seq.

II. PAYMENT TERMS

1. **Tax Exempt Status**:

   The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Bidder will not charge for such taxes. If billed, the City will not remit payment until a corrected invoice is received.

2. **Invoicing Requirements**:

   Unless otherwise specified, all invoices shall be submitted to City of Georgetown, Accounts Payable, PO Box 409, Georgetown, TX 78627, and issued as required by the Purchase Order or Agreement. Each invoice must reference the unique

Purchase Order number and include the Bidder's complete name and remit to address.

If applicable, transportation and delivery charges must be itemized on each invoice. A copy of the bill of lading and the freight waybill must be submitted with the invoice if applicable.

3. **Payments by Electronic Funds Transfer:**
   In an effort to expedite Bidder payments and improve efficiency by eliminating paper checks, the City of Georgetown's preferred method is to send payments electronically via Automated Clearing House (ACH). If the Bidder would like to receive payments electronically, the Bidder may request an ACH Form from Accounts Payable at AP@Georgetown.org.
4. **Payment Terms**:
   All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subtitle F, Chapter 2251. The City will pay Bidder within thirty days after acceptance of goods, supplies, materials, equipment, or the day of performance of services was completed, or the day of receipt of a correct invoice for goods, supplies, materials, equipment or services, whichever is later. The Bidder may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Bidder concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Bidder and a sub successful bidder and its suppliers concerning goods, supplies, material or equipment delivered, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.
5. **Right To Audit**:
   The Bidder agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce all records of the Bidder related to the performance under this Agreement. The Bidder shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Bidder are resolved, whichever is longer. The Bidder agrees to refund to the City any overpayments disclosed by any such audit.
6. **Firm Pricing**:
   The price shall remain firm for the duration of the Purchase Order or Contract, or extension periods. No separate line-item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and costs associated with obtaining permits or any other extraneous charges.

   Bidder further certifies that the prices in the bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

7. **Price Warranty**:
   The Bidder warrants the prices quoted are not materially higher than the Bidders' current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, the City may deduct from any amounts owed to the Bidder, or otherwise recover, any amounts paid for items materially in excess of the Bidder's current prices on orders by others for like deliverables under similar terms of purchase.

JJ. PERSONAL INTEREST

The City prohibits officers, employees, independent consultants, or elected officials of the City involved in the development, evaluation or decision-making process of this Solicitation from having a financial interest, direct or indirect, in the resulting Agreement. Any violation of this provision with the knowledge, express or implied, by the Successful bidder shall render the Agreement voidable by the City. Nevertheless, the City may obtain the equipment or service if a conflict-of-interest affidavit is filed and the Council member recuses his/herself.

KK. PRIORITY OF DOCUMENTS

In the event there are inconsistencies between the general provisions and special (or other) terms and conditions contained herein, the latter will take precedence.

LL. PROTEST PROCEDURES

1. Bidders are advised that protests of specifications, terms, conditions, or any other aspect of this solicitation, must be made prior to the bid due date. Protest of specifications and solicitation terms and conditions made after the due date and time will not be considered by the Buyer.

2. Protest of award must be made immediately, and in no event later than five (5) days after the aggrieved party knows, or should have known, the facts giving rise thereto. All protests must include the following information:

   a. The name, address, and telephone number of the protestor.
   b. The signature of the protestor or protestor's representative.
   c. The solicitation or contract number.
   d. A detailed statement of the legal and/or factual ground of the protest.
   e. The form of relief/result requested.

Protests shall be emailed or mailed to the Purchasing Department, P.O. Box 409, Georgetown, TX 78627, Attention: Buyer. Award will be made in the best interest of the City.

MM. PUBLIC INFORMATION

In accordance with the Texas Public Information act, all Responses remain confidential until award. After an award is made pursuant to this Solicitation, all responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a Response or parts of a Response are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Response, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information.

NN. REIMBURSEMENTS

There is no expressed or implied obligation for the City of Georgetown to reimburse responding firms for any expenses incurred in preparing bids in response to this Invitation to Bid and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of additional information or presentation, or to procure a contract for these goods or services.

OO. RESERVATIONS

The City reserves the right to request clarification or additional information specific to any response after all Responses have been received and the Solicitation due date has passed**.** Additionally, the City reserves the right to accept or reject all or part of any Response, waive any formalities or technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in City's best interest.

PP. RESPONSES BECOME PROPERTY OF THE CITY:

Submissions received in response to a Solicitation become the sole property of the City.

QQ. RIGHT TO ASSURANCES

In the event the City, in good faith, has reason to question the intent of the Bidder to perform, the City may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, the City may treat this failure as an anticipatory repudiation of the Agreement.

RR. SEVERABILITY

The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision.

SS. SURVIVABILITY OF OBLIGATIONS

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

TT. BIDDER'S OBLIGATION:

Bidder shall fully and timely provide all deliverables described in this Solicitation; Bidder's bid must be in strict accordance with the terms, covenants and conditions of the Agreement and all applicable federal, state, and local laws, rules and regulations.

UU. BIDDERS SALES TERRITORY

City waives any responsibility or liability for Respondents bidding products "outside" their authorized territory by manufacturer or product line. Any Respondent bidding outside an approved manufacturer line does so at his own risk and discretion. Respondents shall comply with all sales terms according to the original bid and Purchase Order regardless of claim or dispute with product line representatives.

VV. VENUE

This Agreement is made under and shall be governed by the laws of the State of Texas. This Agreement is fully performable in Georgetown, Texas. Venue shall be in the courts of Williamson County; Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein and does not waive the City's defense of sovereign immunity.

VV. WAIVER

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Bidder or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of similar or different character.

WW. WITHDRAWAL

Respondents may request withdrawal of a sealed bid prior to the scheduled bid opening time, provided the request for withdrawal is submitted to Purchasing in writing.

XX. WITHDRAWAL BY CITY

The City makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason, including:

1. Reject all bids received as a result of this ITB.
2. Waive or decline to waive any informality and any irregularities in any bid or responses received.
3. Withhold the award of contract(s).
4. Select Bidder(s) that provide the best value to the City.
5. Terminate the ITB process.

V. SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions shall apply to the goods and/or services provided pursuant to this ITB.

A. TERM OF AGREEMENT

1. **Original Term:**
   The initial term of the agreement shall become effective from date of acceptance and approval by the City of Georgetown and shall remain in full force and effect with firm fixed prices for (1) one year.
2. **Renewal Term:**
   Upon completion of the term of the original agreement and upon mutual agreement of both parties, the original agreement may be renewed for up to four (4) additional one (1) year periods [five (5) years total]. The renewal will be under the same terms and conditions as the original agreement; provided, however, that the unit prices proposed under the original agreement may, by mutual consent, be

increased pursuant to any escalation/de- escalation provisions provided herein. In the event a new agreement cannot be executed at the anniversary date of the original term or any renewal term, the agreement may be renewed month-to-month until a new agreement is executed.

B. ESCALATION/DE-ESCALATION

The unit prices of all goods are firm for the initial term of the original agreement. If the option to renew for additional one-year term(s) is exercised by the City, the City may allow a unit price adjustment at the time of renewal. The successful Bidder may request unit price adjustments when correlated with the Consumer Price Index or Producer Price Index specified herein. The price index shall be the specified index as published by the Bureau of Labor Statistics, Washington, DC 20212. The baseline index shall be the index announced for the month in which Bid opened. Unit prices may be adjusted for each renewal period in accordance with the changes in the index. The allowable percent change shall be calculated by subtracting the baseline index from the index announced for the month in which the renewal option is exercised (or the most current month published by the Bureau of Labor Statistics) and dividing the result by the baseline index. The allowable percent change shall be rounded to the nearest one-hundredth of one percent and the maximum unit price adjustments permitted will be no more than five percent (5%) increase per renewal period; however, the City reserves the right to limit the unit price increases at any renewal period or at the City's discretion, approve an increase of more than five percent (5%) per renewal period. The Successful Bidder may offer price decreases in excess of the allowable percent change.

Successful Bidder(s) are required to give thirty (30) days' written notice requesting the increase. Increases will be effective on the start date of the renewal term.

C. COMMODITIES/EQUIPMENT

1. **Material Safety Data Sheets**:
   Under the "Hazardous Communication Act," commonly known as the "Texas Right to Know Act," a Successful Bidder must provide to the City WITH EACH DELIVERY Material Safety Data Sheets, which are applicable to hazardous substances as defined in the Act.

2. **Assembly:**
   Goods or equipment provided under this Agreement shall be completely assembled, adjusted, and all equipment including standard and supplemental equipment installed, and made ready for continuous operation unless otherwise specified in bid document.

3. **Goods:**
   Goods furnished shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The Successful Bidder represents that all goods and equipment offered shall be new.

   Unless otherwise specified, used, refurbished, shopworn, demonstrator, prototype or discontinued models are not acceptable.

4. **Packaging Of Deliverables**:
   Successful Bidder must package deliverables in accordance with good commercial practice and should include a packing list showing the description of each item, the quantity, and the unit price. Unless otherwise provided in writing by the City, each shipping container shall be clearly and permanently marked with the Successful Bidder's name and address, and the City's name, address, and Purchase Order number. Successful Bidder shall bear all costs of packaging. Deliverables must be suitably packed to secure lowest transportation cost, conform with requirements of common carriers, and ensure safe delivery. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. **Warranty**:
   The goods or equipment specified shall be warranted against defects in material or workmanship for a period of not less than twelve (12) months from date of acceptance by the City. If the manufacturer's warranty exceeds twelve (12) months, then the manufacturer's warranty shall be in effect. Successful Bidder shall furnish a copy of the manufacturer's warranty at the time of delivery.

6. **No Limitation of Manufacturers' Warranties**:
   Successful Bidder may not limit, exclude, or disclaim any warranty provided by manufacturer.

7. **Special Tools and Equipment**:
   If the price stated in the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Successful Bidder to fulfill the Agreement, such special tooling and/or equipment and all process sheets associated thereto shall become the property of the City and shall be identified by the Successful Bidder as such.

D. DELIVERY

1. **Delivery Terms, Transportation Charges, FOB**:
   Deliverables shall be shipped at the FOB point of delivery unless otherwise specified on the Purchase Order or in the Solicitation. The Successful bidder shall confirm delivery date within two business days of receiving the order request. The Successful Bidder's price shall be deemed to include all delivery and transportation charges. The City should have the right to designate what method of transportation shall be used to ship deliverables. The place of delivery shall be specified in the Purchase Order.

2. **City of Georgetown Responsibilities.** The City will issue orders with all relevant information to include delivery date, delivery location, purchase order number and

   receive all materials in accordance with City policy; provide all pertinent information regarding delivery conditions for each location during the post-award meeting; coordinate work rules and procedures at post award meeting to ensure protection of Bidder's and City's employees.

3. **No Substitutions or Cancellations**:
   Unless specifically permitted in writing by the City, no substitutions or cancellations shall be acceptable.

4. **Notice of Delay in Delivery**:
   If a delay in delivery is anticipated, Successful Bidder shall give written notice to the City. The City has the right to extend the delivery time/service date, or to cancel the Purchase Order or Agreement. Successful Bidder shall keep the City advised at all times of the status of the order.

   Default in promised delivery or failure to meet specifications authorizes the City to procure the goods or equipment from an alternate source and charge the full increase, if any, in cost and handling to defaulting Successful Bidder. Default on delivery may result in legal action and recourse.

5. **Delivery Location, Hours, Days, Holidays**:
   Unless otherwise specified, all deliveries must be made between the hours of 7AM and 2PM (CST), Monday through Friday except regularly observed state and federal holidays (see http://georgetown.org/contact-us/holiday-schedule/ for schedule). Receipt of goods or materials does not signify acceptance. If goods are delivered to the incorrect location, Successful Bidder is responsible for all expenses associated delivering items to their correct destination.

6. **No Shipment Under Reservation**:
   Successful Bidder is not authorized to ship deliverables under reservation and no tender of bill of lading will operate as a tender of deliverables.

7. **Title/Risk of Loss**:
   Title to and risk of loss of the deliverables shall pass to the City only when the City receives and accepts the deliverables (no delivery, no sale).

8. **Right of Inspection and Rejection**:
   The City expressly reserves all rights under law, including but not limited to, the Uniform Commercial Code, to inspect the deliverables at delivery or at a reasonable time after delivery, and to reject defective or non-conforming deliverables. The Successful bidder will be notified if the goods or services are not in compliance with the required specifications. If any goods or services are rejected as non-compliant, the required goods or services may be procured from an alternate source, and the Successful bidder may be charged the full increase in cost, if any. If the City has the right to inspect the Successful bidder's or the Successful bidder's subcontractors' facilities, or the deliverables at the Successful bidder's or the Successful bidder's subcontractor's premises, the Successful bidder shall furnish or shall cause to be furnished without additional charge all reasonable facilities and assistance to the City to facilitate such inspection.

9. **Acceptance Of Incomplete Or Non-Conforming Goods**:
   If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept such deliverables, the City may do so. The Successful Bidder shall pay all claims, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables.

   If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the

defective or non-conforming deliverables. If discovery that the deliverables are defective or non-conforming occurs after final payment, Successful Bidder may be required to refund such amounts to the City.

E. REGULATIONS AND STANDARDS

The goods or equipment provided shall meet or exceed all Federal and State of Texas safety, health, lighting, and noise regulations and standards in effect and applicable to equipment furnished at the time of manufacture. Successful bidders shall supply and deliver products in accordance with, but not be limited to EPA, OSHA, and FDA guidelines and shall comply with all federal, state and local code requirements to include obtaining permits required for providing and delivering the goods as specified herein.

F. SPECIFIC POINT OF CONTACT (SPOC). Successful bidders shall provide a specific point of contact (SPOC) who is skilled, knowledgeable, and experienced in the products provided. The SPOC shall have the authority to dispatch personnel; and shall have full decision- making authority for all emergency deliveries and services provided under this Contract. The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Successful bidders shall provide the office number, email address, and cell phone number for the SPOC. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Successful bidder may provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.

G. SAMPLES

Samples of items shall be furnished, if requested by the City, without charge, and if not destroyed, shall be returned at the bidder's expense upon request.

H. WORKMANSHIP

All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the successful bidder. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.

VI. SPECIFICATIONS

A. BRAND NAMES

Whenever in this invitation, any material, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired and will be deemed to be followed by the words "or equal."

B. BIDDER QUALIFICATIONS

1. Demonstrated a minimum of 3 years supplying fire hydrant parts to municipalities, utilities or fire departments.
2. Provide at least 3-three completed contracts of similar scope in the past five years, including customer references.
3. Experience with multiple hydrant brands/models.

C. SCOPE

The City of Georgetown seeks to enter into an agreement with one or multiple qualified bidders to provide CMO certified fire Hydrant parts as listed on Exhibit B on an as-needed basis.

The City reserves the right to add or remove locations, services, or adjust frequency as deemed necessary throughout the contract term. Other City departments and locations may be added as necessary.

Any items or services that have been omitted from this scope of work that are clearly necessary or in conformance of services/goods shall be considered a requirement although not directly specified or called for in the scope of work.

Upon expiration of the contract, the Bidder agrees to preserve the terms and conditions of this Contract for such a period as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.

Successful Bidder shall provide a monitored 24-hour seven (7) days per week telephone number(s) for order placement and delivery on an emergency basis. Emergency Deliveries shall be made within twenty-four (24) hours after the order is placed. or as mutually agreed between the City and the Successful Bidder.

The City may require partial deliveries to be made at more than one location.

D. SUCCESSFUL BIDDER RESPONSIBILITIES

1. Supply and deliver OEM or OEM approved equivalent fire hydrants and fire hydrant parts. All parts must be NEW and shall comply with all federal, state and local code requirements to include obtaining permits required for providing and delivering the goods as specified herein.
2. Conduct background checks and verify employment eligibility on all staff that will have access to City property in accordance with the state and federal laws.
3. Provide all equipment, tools, materials, supervision, labor, and administration to ensure prompt delivery and unloading of products ordered as specified herein.
4. Provide products at unit prices as bid in Successful Bidder's submission.
5. Provide products in the quantities ordered by the City.
6. Provide a specific point of contact (SPOC) who is skilled, knowledgeable, and experienced in the products provided. The SPOC shall have the authority to dispatch personnel; and shall have full decision- making authority for all emergency deliveries and services provided under this Contract. The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Successful bidders shall provide the office number, email address, and cell phone number for the SPOC. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Successful bidder may provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.
7. The Successful bidder shall confirm delivery date within two business days of

receiving the order request. No partial shipment or back orders shall be allowed without prior City approval.

8. Delivery of orders within three (3) business days.
9. Accept orders by phone/fax/email, on an "as-needed" basis. The City's Warehouse Supervisor will contact Successful Bidder to place an order and provide a delivery date and quantity. The Successful Bidder shall confirm the delivery date within two business days of receiving the order request.
10. Delivery drivers must be able to understand and clearly communicate in English.
11. Provide a delivery vehicle that has maximum clearance of 11 ft. 7 in.
12. Deliver materials in a clean and easily identified vehicle, and be in clean, properly identified packaging.
13. Provide product deliveries Monday through Friday between 7:00 AM and 2:00 PM. Deliveries will not be accepted on weekends or holidays outside of the stated time except by prior agreement from the City's designated representative. If a truck arrives to deliver on a Saturday, Sunday, holiday, or after 2:00 p.m. CT (City regular workday) without prior approval from the Warehouse Supervisor or designee, the City shall decide whether the truck will not be unloaded until normal City working hours or if the City will charge the Successful bidder all overtime and call-back expenses for unloading
14. Ensure that deliveries are accompanied by a packing/delivery slip indicating the City's Purchase Order number, a description and quantity of the goods and Successful Bidder's company name.
15. If a delivery needs to be rescheduled, notify the City or designee in writing no later than the close of business the day before originally scheduled delivery date.
16. Provide Safety Data Sheets (SDS): Under the "Hazardous Communication Act," commonly known as the "Texas Right to Know Act," a Bidder must provide to the City WITH EACH DELIVERY Safety Data Sheets, which are applicable to hazardous substances as defined in the Act.

Additional services may be requested on an as-needed basis, or added as a part of routine services, at the City's option. Additionally, the City may elect to increase or decrease number of locations, amount of goods ordered and frequency of delivery service when necessary

E. CITY OF GEORGETOWN RESPONSIBILITIES

1. Issue orders with all relevant information to include delivery date, delivery location, purchase order number and receive all materials in accordance with City policy.
2. Provide all pertinent information regarding delivery conditions for each location during the post-award meeting.
3. Coordinate work rules and procedures at post award meetings to ensure protection of Bidder's and City's employees.

F. DELIVERY SPECIFICATIONS

Products delivered shall comply with all local health codes, USDA, FDA and applicable standards of insurance companies, federal government, state government, local government, municipalities, and other regulating authorities. This statement includes environmental protection agency (EPA) and the U.S. Public Health Service. Products or

services that have a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. This comparison may consider raw materials acquisition, product, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. All delivery locations are within City limits. Physical address and any special delivery difficulties or requirements shall be provided at post-award meeting. The City reserves the right to request samples for testing to ensure compliance with the specifications prior to award and throughout the contract period.

If the product does not meet specifications at any time during the contract period, the City reserves the right to reject the product and requires the Successful Bidder to immediately, at their own expense, remove the product and replace with product meeting the specifications at no additional expense to the City.

VII. QUOTATION FORM

A. DELIVERY

Respondents will show exact delivery cost. Response must show the number of days required to deliver items or provide services to the City's designated location under normal conditions. Unrealistically short or long delivery promises may cause Response to be disregarded. Failure to state delivery time obligates Respondent to complete delivery in 4 calendar days.

B. DISCOUNTS

Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Respondent will list and deduct all discounts not based on early payment from prices quoted.

C. QUANTITIES

Yearly Spent amount is estimated based upon the best available information. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term without any adjustments in the unit prices bid. Unless specified in the solicitation, there are no minimum order quantities.

D. QUOTATION

All Responses must be submitted through the City's E-Bidding system.

Bid Form and all lines are posted on the City of Georgetown's bidding website at: https://gtowntx.ionwave.net/CurrentSourcingEvents.aspx

1. To be considered responsive, all bid line items must be completed and submitted by an authorized representative and by the deadline for submission of response.
2. The Bidder, by submitting a response, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

E. UNIT PRICES

Prices should be itemized using Exhibit B and posted on the City of Georgetown's bidding website at: https://gtowntx.ionwave.net/CurrentSourcingEvents.aspx. Unit prices shall be

set to no more than two (2) decimal places. The City reserves the right to award by item or by total bid. If there are discrepancies between unit prices and extension, the unit price will prevail.

F. VALIDITY OF PRICING

Pricing will be considered firm for acceptance for a minimum of 60 days after the due date unless otherwise specified in the Solicitation. The validity period may be extended beyond that date on agreement of both parties.

G. EVALUATION AND AWARD OF CONTRACT

The City has attempted to provide a comprehensive statement of requirements through this ITB for the work contemplated. Written bids must present Bidder's qualifications and understanding of the work to be performed. Bidders are asked to address each evaluation criteria and to be specific in presenting their qualifications. Bids must be as thorough and detailed as possible so that the City may properly evaluate capabilities to provide the requested services.

By submission of a bid, Bidder acknowledges acceptance of the evaluation process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this ITB. Further, Bidders acknowledge that subjective judgements must be made by the City during this process.

H. EVALUATION FACTORS

Although the cost of services to be provided is an essential part of the Bid, the City is not obligated to award a contract on the sole basis of cost. Evaluations for cost will be based on a comprehensive review of the entire bid to ensure that bid pricing aligns with the services required.

1. **Business History**

Bidder must be a company that has been in **Fire Hydrant** business for five (5) years. Bidders must complete the Bidder Information Form (Exhibit C) which shall include, but not be limited to, the number of years the company has provided these services, the number and type of companies/organizations for which the company has provided these services, and if applicable, the number of years the company has done business with the City of Georgetown.

2. **Business Experience**

Bidders must submit a minimum of three (3) business references, comparable in size and scope to the City of Georgetown requirements (Exhibit D) References may be checked prior to award. Any negative responses received may result in disqualification. Bidders will be evaluated based on the responses received including:

3. **Extent to which the product meets the Municipality needs**

Product shall comply with the mandatory technical specifications as listed in the solicitation as well as requested delivery time.

I. EXHIBITS

The following exhibit shall become part of this solicitation and any resulting purchase order or contract:

1. EXHIBIT A – INSURANCE REQUIREMENTS
2. EXHIBIT B – PART LIST
3. EXHIBIT C – BIDDERS INFORMATION FORM
4. EXHIBIT D – REFERENCE FORM

CERTIFICATION and ACKNOWLEDGMENT

The undersigned affirms they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Bidder, and that the contents of this Bid have not been communicated to any other Bid prior to the official opening. Further, Bidder certifies that Bidder is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

Signed By: _____ Title: Sales Operations Manager

Typed Name: Brian Hill Company Name: Ferguson Waterworks

Phone No.: 512-930-2262 Fax No.: _____

Email: brian.hill2@ferguson.com

Bid Address: 200 Park Central Blvd | Georgetown | TX | 78626
P.O. Box or Street | City | State | Zip

Order Address: 200 Park Central Blvd | Georgetown | TX | 78626
P.O. Box or Street | City | State | Zip

Remit Address: PO BOX 676414 | Dallas | TX | 75267-6414
P.O. Box or Street | City | State | Zip Federal

Tax ID No.: 54-1473338

DUNS No.: _____

Date: _____

FOR CITY USE ONLY

Approved By: _____ Date: _____
City Attorney, City of Georgetown

Approved By: _____ Date: _____
Mayor, City of Georgetown

Attested By: _____ Date: _____ City Secretary, City of Georgetown

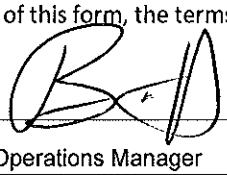
CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE

The undersigned makes the following certifications or represents that it satisfies the requirements of one or more exceptions to the Texas Government Code provisions listed below:

1. **Successful bidder Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Firm certifies that it (1) is a sole proprietorship or company with fewer than ten (10) employees; **or** (2) does not currently boycott Israel and will not boycott Israel during the term of this Agreement.
   1.1. Exception: This provision only applies to contracts for goods and services between a governmental entity and a Company with ten (10) or more full-time employees with a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
2. **Successful bidder Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Firm certifies it (1) is a "Company," as that term is defined in Texas Government Code Section 806.001; and (2) is not engaged in business with Iran, Sudan, a foreign terrorist organization, or any company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153.
   2.1. Exception: A company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.
3. **Successful bidder Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Firm certifies that either (1) is a sole proprietorship or company with fewer than ten (10) employees; **or** (2) Firm does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement.
   3.1. Exception: This provision only applies to contracts for goods and services between a governmental entity and a Company with ten (10) or more full-time employees with a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
4. **Successful bidder Certification Regarding Boycotting Firearm and Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Firm certifies that either (1) Successful bidder is a sole proprietorship or company with fewer than ten (10) employees; **or** (2) Firm does not currently boycott firearm and ammunition industries and will not boycott firearm and ammunition industries during the term of this Agreement.
   4.1. Exception: This provision only applies to contracts for goods and services between a governmental entity and a Company with ten (10) or more full-time employees with a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
5. **Successful bidder Certification Regarding Doing Business in Texas.** Firm certifies that it has not been debarred from doing business in the State of Texas.

Firm acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

For purposes of this form, the terms have the meanings assigned by Texas Government Code sections referenced above.

Signed By: 

Title: Sales Operations Manager

Typed Name: Brian Hill

Company Name: Ferguson Waterworks

Date: 3/2/2026

COMPLETE THIS SECTION ONLY IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE WRITTEN CERTIFICATION LISTED ABOVE FOR THE REASONS CITED BELOW.

Firm is not required to provide the certifications listed above because of the following exemptions (explain the specific exemptions that apply pursuant to the applicable Chapter of the Texas Government Code):

_____

_____

_____

EXHIBIT A - INSURANCE REQUIREMENTS

I. The Successful Proposer agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:
   A. Commercial General Liability
   B. Business Automobile Liability
   C. Workers' Compensation
   D. Professional Liability

II. For each of these policies, the Successful Proposer's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Successful Proposer's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Successful Proposer to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit B, and approved by the City before work commences.

III. General Requirements Applicable to All Policies.
   A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
   B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
   C. "Claims made" policies are not accepted, except for Professional Liability insurance.
   D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
   E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
      1. The insurance company is licensed and authorized to do business in the State of Texas
      2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
      3. All endorsements and coverages are included according to the requirements of this Agreement
      4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
   F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

IV. Commercial General Liability requirements:
   A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
   B. Minimum Combined Single Limit of $1,000,000 per occurrence per project for bodily injury and property damage with a $2,000,000 annual aggregate limit.
   C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
   D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
   E. The coverage shall not exclude premises/operations; independent contracts; products/completed

operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.

F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory regarding any self-insurance or insurance policy held by the City.

V. Business Automobile Liability requirements:
   A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current Best Key Rating Guide.
   B. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.
   C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
   D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VI. Workers' Compensation Insurance requirements:
   A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Successful Proposer, the Consultant, all employees of any and all subconsultants, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Successful Proposer's, or subconsultant's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or her own policy and a coverage agreement is used, Successful Proposers and subconsultants must use that portion of the form whereby the hiring Successful Proposer agrees to provide coverage to the employees of the subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Successful Proposer may not be used.
   B. The workers' compensation insurance shall include the following terms:
      1. Employer's Liability limits of $1,000,000 for each accident is required.
      2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
      3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VII. Professional Liability requirements:
   A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
   B. Minimum of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City upon request.
   C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

EXHIBIT B – PART LIST

B84 PARTS (FERGUSON) (HIGH VOLUME)

PART #	DESCRIPTION	Price	Model Year
84-1	OPERATING NUT		
84-144	WEATHER SHIELD		
84-30-6	TRAVEL STOP NUT		
84-2-1	HOUSING O-RING COVER		
84-2-2	HOUSING O-RING (2X REQ)		
84-4-4	THRUST WASHER		
84-13	GASKET COVER		
84-14	HOUSING GASKET		
84-20-04	AMALOCK 2.5" NOZZLE O-RING		1984-2004
84-20-5	AMALOCK 2.5" NOZZLE O-RING SPACER		1984-2004
84-25-4	AMALOCK PUMPER NOZZLE O-RING		1984-2004
84-25-5	AMALOCK PUMPER NOZZLE O-RING SPACER		1984-2004
84-25-63	MECANICAL SEALED PUMPER NOZZLE RETAINER		2005-Newer
84-25-61	MECANICAL SEALED PUMPER NOZZLE WASHER		2005-Newer
84-20-63	MECANICAL SEALED 2.5" NOZZLE RETAINER		2005-Newer
84-20-61	MECANICAL SEALED 2.5" NOZZLE WASHER		2005-Newer
84-35-02	MAIN SEAT		
84-36-1	SEAT ORING (2X REQ)		
84-41	MAIN SEAT RUBBER		
84-24-4	AMALOCK NOZZLE INTERNAL SET SCREW		
84-23-3	AMALOCK NOZZLE EXTERNAL SET SCREW		
84-40-4	VALVE TOP CLEVICE PIN		
84-24-5	AMALOCK PUMPER NOZZLE SET SCREW		
84-22	2.5" CAP GASKET		
84-27	PUMPER NOZZLE CAP GASKET		
N/A	LOCTITE 271		
84-30-04	SPRING PLATE		
84-30-03	SPRING ROD		
84-9	HOUSING COVER		
84-33	DRAIN LEVER WASHERS		
84-29-14	BARRELL SNAP RING		
84-39-21	COUPLING PIN AND CLIP		
AFCMK73TRK	TRAFFIC KIT		
AFCMK73U	6" HYDRANT EXTENSION		
AFCMK7312	1' HYDRANT EXTENSION		

B62 PARTS (FERGUSON) (HIGH VOLUME)

PART #	DESCRIPTION	Price	Model Year
62-1	OPERATING NUT		
62-144	WEATEHER SHIELD		
62-30-6	TRAVEL STOP NUT		
62-2-1	HOUSING O-RING COVER		
62-2-2	HOUSING O-RING (2X REQ)		
62-4-4	THRUST WASHER		
62-13	GASKET COVER		
62-14	HOUSING GASKET		
62-20-04	AMALOCK 2.5" NOZZLE O-RING		1984-2004
62-20-5	AMALOCK 2.5" NOZZLE O-RING SPACER		1984-2004
62-25-4	AMALOCK PUMPER NOZZLE O-RING		1984-2004
62-25-5	AMALOCK PUMPER NOZZLE O-RING SPACER		1984-2004
62-25-63	MECANICAL SEALED PUMPER NOZZLE RETAINER		2005-Newer
62-25-61	MECANICAL SEALED PUMPER NOZZLE WASHER		2005-Newer
62-20-63	MECANICAL SEALED 2.5" NOZZLE RETAINER		2005-Newer
62-20-61	MECANICAL SEALED 2.5" NOZZLE WASHER		2005-Newer
62-35-02	MAIN SEAT		
62-36-2	OUTSIDE SEAT ORING		
62-36-3	INSIDE SEAT ORING		
62-41	MAIN SEAT RUBBER		
62-24-4	AMALOCK NOZZLE INTERNAL SET SCREW		
62-23-3	AMALOCK NOZZLE EXTERNAL SET SCREW		
62-40-4	VALVE TOP CLEVICE PIN		
62-24-5	AMALOCK PUMPER NOZZLE SET SCREW		
62-22	2.5" CAP GASKET		
62-27	PUMPER NOZZLE CAP GASKET		
N/A	LOCTITE 271		
62-30-04	SPRING PLATE		
62-30-03	SPRING ROD		
62-9	HOUSING COVER		
62-1	OPERATING NUT		
62-33	DRAIN LEVER WASHERS		
62-29-14	BARRELL SNAP RING		
62-38-1	BARREL GASKET		
AFCB62BTRKPRE85	TRAFFIC KIT PRE 1985		
AFCB62BTRKN514	TRAFFIC KIT 1986 AND LATER		
AFCB62BU	6" HYDRANT EXTENSION		
	1' HYDRANT EXTENSION		

CLOW MEDALLION PARTS (ACT)

PART #	DESCRIPTION	Price	Model Year
M0800588	WEATHER CAP		
T0400748	WEATHER CAP SCREW		
F1600810	THRUST NUT		
T2400948	THRUST NUT O-RING		
F0800581	OPERATING NUT		
T2400815	OPERATING NUT O-RING		
T0200669	THRUST BEARING (2 REQUIRED)		
T0400929	BONNET BOLTS		
T2401026	STEM O-RING (2 REQUIRED)		
T2401040	BONNET O-RING		
T2203021	SAFETY COUPLING PIN		
T1600971	DRAIN VALVE FACING W/PINS		
F1600803	UPPER VALVE PLATE		
M1601010	LOWER VALVE PLATE		
F1600816	SEAT RING		
T2400722	SEAT UPPER ORING		
T2401318	SEAT LOWER ORING		
T1600802	MAIN VALVE SEAT		
T0200318	LOCK WASHER		
T2400585	PUMPER NOZZLE O-RING		
T2400952	2-1/2 NOZZLE O-RING		
T0600027	PUMPER NOZZLE GASKET		
T0600014	2-1/2" NOZZLE GASKET		
R1621012	MAIN VALVE RUBBER KIT		
R1621155	FULL ASSEMBLY SEAT FOR 5-1/4"		
R1620075	FULL BONNET ASSEMBLY		
R1620545	6" HYDRANT EXTENSION		
R1620077	1' HYDRANT EXTENSION		
	TRAFFIC KIT		

AVK 2780 SERIES PARTS (BENMARK)

PART #	DESCRIPTION	Price	Model Year
F1	WEATHERSHIELD BOLT		
F3	LOCK PLATE SCREW		
F4	LOCK PLATE		
F5	INNER THRUST NUT O-RING		
F6	THRUST NUT		
F7	OUTTER THRUST NUT O-RING		
F8	ANTI FRICTION WASHER **(PRE 2017)**		(PRE 2017)
F69	THRUST BEARING AND RACES **(AFTER 2018)**		(AFTER 2018)
F11	STOP NUT		
F15	STEM SEAL O-RINGS		
F17	BARREL GASKET		
F21	2-1/2" NOZZLE CAP GASKET		
F22	2-1/2" NOZZLE O-RING		
F23	NOZZLE RETAINING SCREW **(AFTER 2015 REQ X 2)**		
F25	PUMPER NOZZLE O-RING		
F27	PUMPER NOZZLE GASKET		
F36	COUPLER PIN		
F51	VALVE SEAT RING **(PRE 2016=4 BOLT/AFTER 2017=5 BOLT)**		
F53	VALVE SEAT O-RING		
F60	MAIN VALVE DISC RETAING PIN		
F61	MAIN VALVE DISC/HYDRO FLOW VALVE		
F73	STORZ CAP O-RING		
F75	ZERK FITTING		
	6" HYDRANT EXTENSION		
	1' HYDRANT EXTENSION		
	TRAFFIC KIT		

EAST JORDAN 5CD250 PARTS (TECHLINE)

PART#	DESCRIPTION	Price	Model Year
946625	OPERATING NUT		
946518	HOLD DOWN NUT		
946566	WEATHER SEAL O-RING		
946517	THRUST WASHER		
946760	OPERATING STEM 24-1/4"		
946070	HOSE NOZZLE O-RING		
946014	HOSE NOZZLE 2-1/2"		
946562	HOSE NOZZLE GASKET		
946194	PUMPER NOZZLE O-RING		
946561	PUMPER NOZZLE GASKET		
946565	RESERVOIR O-RING		
946440	QUAD SEAL RING		
946507	DRIP SHUT OFF		
946521	INSERTS FOR DRIP SHUT OFF		
946526	MAIN VALVE SEAT (RUBBER)		
946495	BRASS VALVE SEAT		
946538	VALVE WASHER FOR SEAT		
946572	SET SCREW (1/4"- 20 SS)		
946568	VALVE SEAT O-RING		
91858	SOCKET FOR NOZZLE SET SCREW		
946068	1/4" NPT PLUG SET SCREW		
946447	TRAFFIC FLANGE REPAIR KIT		
5CD250EXT-6	6" HYDRANT EXTENSION		
5CD250EXT-12	1' HYDRANT EXTENSION		

KENNEDY K81 PARTS (ACT) (High Volume)

PART #	DESCRIPTION	Price	Part Number
K8102	OPERATING NUT		3199502
K8103	DIRT SHIELD		3212132
K8104	STEM LOCK NUT		3185944
K8105	STEM LOCK NUT ORING		442704P
K8106	THRUST WASHER		4458403P
K8108	CAP BOLTS		444357P
K8109	CAP GASKET		441803P
K8109-O	CAP GASKET (2009 AND NEWER)		442794P
K8111	CAP O-RING (2 REQUIRED)		442644P
K8114	UPPER STEM ASSEMBLY		2310192
K8122R	SAFETY COUPLING PIN		443022P
K8126A	SEAT UPPER ORING		442658P
K8128	SEAT RING		3196772
K8130	SEAT LOWER ORING		442740P
K8131	MAIN VALVE SEAT		445904P
K8132	BOTTOM PLATE		3316399
K8133	DRAIN VALVE PIN		442949P
K8136	DRAIN VALVE		2316152
K8137	DRAIN VALVE FACING W/PINS		443404P
K8141	NOZZLE SET SCREW		443500P
K8143	2-1/2" NOZZLE GASKET		441790P
K8143	PUMPER NOZZLE GASKET		441796P
K8145	PUMPER NOZZLE O-RING		442788P
K8145	2-1/2 NOZZLE O-RING		442788P
K8146	ALLEN HEAD SET SCREW FOR DRIT SHIELD		444438P
K8149	TRAFFIC KIT		
	6" HYDRANT EXTENSION		
	1' HYDRANT EXTENSION		

MUELLER PARTS (FERGUSON) (High Volume)

PART#	DESCRIPTION	Price	Part Number
280355	CENTUR BONNET REPAIR KIT		
280359	CENTUR MAIN VALVE REPAIR KIT		
280357	CENTUR SHOE REPAIR KIT		
280361	IMPROVED BONNET KIT		
280367	IMPROVED MAIN VALVE KIT		
	6" HYDRANT EXTENSION		
	TRAFFIC KIT IMPROVED		
	TRAFFIC KIT CENTURION		

M&H 929 (ACT)

PART#	DESCRIPTION	Price	Part Number
224011	MAIN VALVE RUBBER KIT		
555978	MAIN VALVE REPAIR KIT		
06Z1MHRK	TRAFFIC REPAIR KIT		
11EXT92906MH	6" EXTENSION		

EXHIBIT C

BIDDERS INFORMATION FORM

Company Name: Ferguson Waterworks

This form allows bidders to provide a summary of bidder's qualifications, demonstration of skills, knowledge and experience to provide the requested services specified herein.

Business history and experience:

Number of years' experience in providing Fire Hydrant Parts 34

Number of organizations/businesses provided for: 100+

Type of organizations/businesses provided for: Private/Public

Number of years the Company has done business with the City of Georgetown (if applicable): _____

Business Location/Proximity to the City of Georgetown: 10 Miles

Subcontractors the Bidder intends to utilize and their role in performance of the Services (if applicable):

_____

_____

Certifications, Accreditation, or Licenses held (provide name of employee and certifications(s) held:

(A copy of all Certifications, Accreditations and Licenses shall be submitted with bid response)

Foreman: NA

Trimmer I: _____

Trimmer II: _____

Herbicide Applicator: _____

Arborist: _____

Emergency Services:

Does your firm provide emergency services on a 24-hour, 7-day per week basis?

☐Yes ☒No

Does your firm have a twenty-four (24) hour emergency number that is staffed by a person and not an answering machine; or a cell phone number that is available on a 24-hour, 7-day per week basis?

☒Yes ☐No

If yes, please list number: 254-913-4681

Equipment:

Please list all equipment your firm owns or leases and will be using by your crews to perform the Services.

NA

Personnel assigned to the City's account:

Number of full-time employees: NA

Types (Titles) of employees to be assigned:

NA

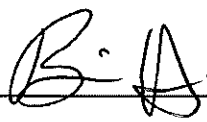
Number of employees available for temporary assignment: NA

Bidder's Capability and Experience Statement

Provide a short narrative statement on the ability and capacity of your firm to supply the City with the services as specified herein. Bidder may attach additional documentation if needed.

Ferguson Waterworks has provided services and materials to the City of Georgetown for multiple years.

Additional Comments/Statements:

Signature  **Date** 3/2/2026

Printed Name and Title Brian Hill - Sales Operations Manager

EXHIBIT D
BIDDERS REFERENCE FORM

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION PACKAGE:

SOLICITATION NUMBER: 202613
BIDDER'S NAME Ferguson Waterworks **DATE:** 3/2/2026

Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Georgetown references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name: City of Austin
   Name of Contact: Louis Hays
   Title of Contact: Inventory Planner II
   E-Mail Address: Louis.Hays@austintexas.gov
   Present Address: 3907 S Industrial Drive
   City, State Zip Code: Austin, TX 78744
   Telephone Number: (512) 972 - 1038 Fax Number: (____)_____

2. Company's Name: City of Tyler
   Name of Contact: Sherry Pettit
   Title of Contact: Purchasing Manager
   E-Mail Address: spettit@tylertexas.com
   Present Address: 304 North Border
   City, State Zip Code: Tyler, TX 75702
   Telephone Number: (903) 531 - 1232 Fax Number: (____)_____

3. Company's Name: The Texas Water Company
   Name of Contact: Melanie Murillo
   Title of Contact: Purchaser
   E-Mail Address: melanie.murillo@txwaterco.com
   Present Address: PO Box 1742
   City, State Zip Code: Canyon Lake, TX 78133
   Telephone Number: (830) 312 - 4600 Fax Number: (____)_____

202613
FERGUSON WATERWORKS
FERGUSON ENTERPRISES, INC.
Supplier Response

Event Information

Number: 202613
Title: Fire Hydrant Parts
Type: Invitation to Bid
Issue Date: 2/4/2026
Deadline: 3/3/2026 02:00 PM (CT)
Notes: **The City of Georgetown is accepting sealed bids for:**
Fire Hydrant Parts ITB Bid # 202613
Bids are solicited from qualified Successful Bidders to provide new, OEM or OEM approved equivalent fire hydrants parts on an as needed basis. The Successful Bidder must meet all requirements of the Invitation to Bid, maintain proper licensing, and comply with all federal, state, and local laws and mandates relative to the services specified in this Bid.
Bids may be **electronically submitted** through the City E-bid system accessible via City's web site at https://gtowntx.ionwave.net/Login.aspx **on or before March 3, 2026 at 2:00 PM and immediately thereafter publicly opened and read aloud.**
Questions regarding use of the E-bid System may be directed by email to: veronica.ferriz@georgetowntexas.gov
VIRTUAL PUBLIC CLOSING will be accessible using the link and call in information provided below:

Microsoft Teams
Join the meeting now
Meeting ID: 215 719 377 317 94
Passcode: YK2r5JU7

Dial in by phone
+1 512-672-8405,,17785290# United States, Austin
Find a local number

Contact Information

Contact: Veronica Ferriz
Address: Purchasing
510 W. 9th Street
Georgetown, TX 78626
Email: veronica.ferriz@georgetowntexas.gov

FERGUSON WATERWORKS Information

Contact: Tom Ellis
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The Bidder/Proposer affirms that they are duly authorized to submit this Bid/Proposal, that this Bid/Proposal has not been prepared in collusion with any other Bidder/Proposer, and that the contents of this Bid/Proposal have not been communicated to any other Bidder/Proposer prior to the official opening. Further, Bidder/Proposer certifies that it: i) does not boycott Israel; ii) will not boycott Israel during the term of the Agreement; and iii) is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

Justin Dickerson
Signature

Justin.Dickerson@ferguson.com
Email

Submitted at 3/3/2026 01:17:42 PM (CT)

Requested Attachments

Certification and Acknowledgment — ITB 202613 Fire Hydrant Parts.pdf

Certification and Acknowledgment to be uploaded with Exhibits

Bid Attributes

1	**Accept terms and conditions** Click in the accepted box to accept the terms and conditions as outlined in the solicitation ☑ I accept the terms as outlined.
2	**Certification and Acknowledgements** I have acknowledged signed and uploaded the Certification and Acknowledgement forms. ☑ I agree.
3	**Insurance Requirements Acknowledgement** I have acknowledged the Insurance Requirements set forth in the solicitation document ☑ I agree.
4	**Bidder Reference** bidder has provided a minimum of three references. ☑ I agree.
5	**Certification Required by Texas Government Code** I have acknowledged, signed and uploaded Certification Required by TGC. ☑ I agree.

Bid Lines

1	**Package Header**

B84 PARTS FERGUSON

Quantity: 1 UOM: EA Total: $3,214.84

Package Items

1.1 OPERATING NUT

Quantity: 1 UOM: EA Price: $327.61 Total: $327.61

Manufacturer #: 84-1

1.2 WEATHER SHIELD

Quantity: 1 UOM: EA Price: $19.91 Total: $19.91

Manufacturer #: 84-144

1.3 TRAVEL STOP NUT

Quantity: 1 UOM: EA Price: $68.26 Total: $68.26

Manufacturer #: 84-30-6

1.4 HOUSING O-RING COVER

Quantity: 1 UOM: EA Price: $18.96 Total: $18.96

Manufacturer #: 84-2-1

1.5 HOUSING O-RING (2X REQ)

Quantity: 1 UOM: EA Price: $18.96 Total: $18.96

Manufacturer #: 84-2-2

1.6 THRUST WASHER

Quantity: 1 UOM: EA Price: $19.91 Total: $19.91

Manufacturer #: 84-4-4

1.7 GASKET COVER

Quantity: 1 UOM: EA Price: $18.96 Total: $18.96

Manufacturer #: 84-13

1.8 HOUSING GASKET

Quantity: 1 UOM: EA Price: $18.96 Total: $18.96

Manufacturer #: 84-14

1.9 AMALOCK 2.5" NOZZLE O-RING

Quantity: 1 UOM: EA Price: $18.96 Total: $18.96

Manufacturer #: 84-20-04

1.10 AMALOCK 2.5" NOZZLE O-RING SPACER

Quantity: 1 UOM: EA Price: $18.96 Total: $18.96

Manufacturer #: 84-20-5

1.11 AMALOCK PUMPER NOZZLE O-RING

Quantity: 1 UOM: EA Price: $19.91 Total: $19.91

Manufacturer #: 84-25-4

1.12 AMALOCK PUMPER NOZZLE O-RING SPACER

Quantity: 1 UOM: EA Price: $19.91 Total: $19.91

Manufacturer #: 84-25-5

1.13 MECANICAL SEALED PUMPER NOZZLE RETAINER

Quantity: 1 UOM: EA Price: $13.27 Total: $13.27

Manufacturer #: 84-25-63

1.14 MECANICAL SEALED PUMPER NOZZLE WASHER

Quantity: 1 UOM: EA Price: $19.91 Total: $19.91

Manufacturer #: 84-25-61

1.15 MECANICAL SEALED 2.5" NOZZLE RETAINER

Quantity: 1 UOM: EA Price: $8.53 Total: $8.53

Manufacturer #: 84-20-63

1.16 MECANICAL SEALED 2.5" NOZZLE WASHER

Quantity: 1 UOM: EA Price: $18.96 Total: $18.96

Manufacturer #: 84-20-61

1.17 MAIN SEAT

Quantity: 1 UOM: EA Price: $720.55 Total: $720.55

Manufacturer #: 84-35-02

1.18 SEAT ORING (2X REQ)

Quantity: 1 UOM: EA Price: $33.18 Total: $33.18

Manufacturer #: 84-36-1

1.19 MAIN SEAT RUBBER

Quantity: 1 UOM: EA Price: $199.09 Total: $199.09

Manufacturer #: 84-41

1.20 AMALOCK NOZZLE INTERNAL SET SCREW

Quantity: 1 UOM: EA Price: $10.43 Total: $10.43

Manufacturer #: 84-24-4

1.21 AMALOCK NOZZLE EXTERNAL SET SCREW

Quantity: 1 UOM: EA Price: $10.43 Total: $10.43

Manufacturer #: 84-23-3

1.22 VALVE TOP CLEVICE PIN

Quantity: 1 UOM: EA Price: $10.43 Total: $10.43

Manufacturer #: 84-40-4

1.23 AMALOCK PUMPER NOZZLE SET SCREW

Quantity: 1 UOM: EA Price: $10.43 Total: $10.43

Manufacturer #: 84-24-5

1.24 2.5" CAP GASKET

Quantity: 1 UOM: EA Price: $13.27 Total: $13.27

Manufacturer #: 84-22

1.25 PUMPER NOZZLE CAP GASKET

Quantity: 1 UOM: EA Price: $18.96 Total: $18.96

Manufacturer #: 84-27

1.26 LOCTITE 271

Quantity: 1 UOM: EA ***No Bid***

Manufacturer #: N/A

1.27 SPRING PLATE

Quantity: 1 UOM: EA Price: $19.91 Total: $19.91

Manufacturer #: 84-30-04

1.28 SPRING ROD

Quantity: 1 UOM: EA Price: $192.45 Total: $192.45

Manufacturer #: 84-30-03

1.29 HOUSING COVER

Quantity: 1 UOM: EA Price: $143.16 Total: $143.16

Manufacturer #: 84-9

1.30 DRAIN LEVER WASHERS

Quantity: 1 UOM: EA Price: $13.27 Total: $13.27

Manufacturer #: 84-33

1.31 BARRELL SNAP RING

Quantity: 1 UOM: EA Price: $48.35 Total: $48.35

Manufacturer #: 84-29-14

1.32 COUPLING PIN AND CLIP

Quantity: 1 UOM: EA Price: $18.96 Total: $18.96

Manufacturer #: 84-39-21

1.33 TRAFFIC KIT

Quantity: 1 UOM: EA Price: $248.69 Total: $248.69

Manufacturer #: AFCMK73TRK

1.34 6" HYDRANT EXTENSION

Quantity: 1 UOM: EA Price: $401.22 Total: $401.22

Manufacturer #: AFCMK73U

1.35 1' HYDRANT EXTENSION

Quantity: 1 UOM: EA Price: $452.12 Total: $452.12

Manufacturer #: AFCMK7312

2 Package Header

B62 PARTS FERGUSON

Quantity: 1 UOM: EA Total: $4,189.10

Package Items

2.1 OPERATING NUT

Quantity: 1 UOM: EA Price: $420.82 Total: $420.82

Manufacturer #: 62-1

2.2 WEATEHER SHIELD

Quantity: 1 UOM: EA Price: $19.91 Total: $19.91

Manufacturer #: 62-144

2.3 TRAVEL STOP NUT

Quantity: 1 UOM: EA Price: $68.26 Total: $68.26

Manufacturer #: 62-30-6

2.4 HOUSING O-RING COVER

Quantity: 1 UOM: EA Price: $18.96 Total: $18.96

Manufacturer #: 62-2-1

2.5 HOUSING O-RING (2X REQ)

Quantity: 1 UOM: EA Price: $18.96 Total: $18.96

Manufacturer #: 62-2-2

2.6 THRUST WASHER

Quantity: 1 UOM: EA Price: $19.91 Total: $19.91

Manufacturer #: 62-4-4

2.7 GASKET COVER

Quantity: 1 UOM: EA Price: $18.96 Total: $18.96

Manufacturer #: 62-13

2.8 HOUSING GASKET

Quantity: 1 UOM: EA Price: $18.96 Total: $18.96

Manufacturer #: 62-14

2.9 AMALOCK 2.5" NOZZLE O-RING

Quantity: 1 UOM: EA Price: $18.96 Total: $18.96

Manufacturer #: 62-20-04

2.10 AMALOCK 2.5" NOZZLE O-RING SPACER

Quantity: 1 UOM: EA Price: $18.96 Total: $18.96

Manufacturer #: 62-20-5

2.11 AMALOCK PUMPER NOZZLE O-RING

Quantity: 1 UOM: EA Price: $19.91 Total: $19.91

Manufacturer #: 62-25-4

2.12 AMALOCK PUMPER NOZZLE O-RING SPACER

Quantity: 1 UOM: EA Price: $19.91 Total: $19.91

Manufacturer #: 62-25-5

2.13 MECANICAL SEALED PUMPER NOZZLE RETAINER

Quantity: 1 UOM: EA Price: $13.27 Total: $13.27

Manufacturer #: 62-25-63

2.14 MECANICAL SEALED PUMPER NOZZLE WASHER

Quantity: 1 UOM: EA Price: $19.91 Total: $19.91

Manufacturer #: 62-25-61

2.15 MECANICAL SEALED 2.5" NOZZLE RETAINER

Quantity: 1 UOM: EA Price: $8.53 Total: $8.53

Manufacturer #: 62-20-63

2.16 MECANICAL SEALED 2.5" NOZZLE WASHER

Quantity: 1 UOM: EA Price: $18.96 Total: $18.96

Manufacturer #: 62-20-61

2.17 MAIN SEAT

Quantity: 1 UOM: EA Price: $735.15 Total: $735.15

Manufacturer #: 62-35-02

2.18 OUTSIDE SEAT ORING

Quantity: 1 UOM: EA Price: $48.35 Total: $48.35

Manufacturer #: 62-36-2

2.19 INSIDE SEAT ORING

Quantity: 1 UOM: EA Price: $33.18 Total: $33.18

Manufacturer #: 62-36-3

2.20 MAIN SEAT RUBBER

Quantity: 1 UOM: EA Price: $199.09 Total: $199.09

Manufacturer #: 62-41

2.21 AMALOCK NOZZLE INTERNAL SET SCREW

Quantity: 1 UOM: EA Price: $10.43 Total: $10.43

Manufacturer #: 62-24-4

2.22 AMALOCK NOZZLE EXTERNAL SET SCREW

Quantity: 1 UOM: EA Price: $10.43 Total: $10.43

Manufacturer #: 62-23-3

2.23 VALVE TOP CLEVICE PIN

Quantity: 1 UOM: EA ***No Bid***

Manufacturer #: 62-40-4

2.24 AMALOCK PUMPER NOZZLE SET SCREW

Quantity: 1 UOM: EA Price: $10.43 Total: $10.43

Manufacturer #: 62-24-5

2.25 2.5" CAP GASKET

Quantity: 1 UOM: EA Price: $13.27 Total: $13.27

Manufacturer #: 62-22

2.26 PUMPER NOZZLE CAP GASKET

Quantity: 1 UOM: EA Price: $18.96 Total: $18.96

Manufacturer #: 62-27

2.27 LOCTITE 271

Quantity: 1 UOM: EA ***No Bid***

Manufacturer #: N/A

2.28 SPRING PLATE

Quantity: 1 UOM: EA Price: $19.91 Total: $19.91

Manufacturer #: 62-30-04

2.29 SPRING ROD

Quantity: 1 UOM: EA Price: $192.45 Total: $192.45

Manufacturer #: 62-30-03

2.30 HOUSING COVER

Quantity: 1 UOM: EA Price: $147.90 Total: $147.90

Manufacturer #: 62-9

2.31 OPERATING NUT

Quantity: 1 UOM: EA Price: $420.82 Total: $420.82

Manufacturer #: 62-1

2.32 DRAIN LEVER WASHERS

Quantity: 1 UOM: EA Price: $13.27 Total: $13.27

Manufacturer #: 62-33

2.33 BARRELL SNAP RING

Quantity: 1 UOM: EA Price: $50.25 Total: $50.25

Manufacturer #: 62-29-14

2.34 BARREL GASKET

Quantity: 1 UOM: EA Price: $18.96 Total: $18.96

Manufacturer #: 62-38-1

2.35 TRAFFIC KIT PRE 1985

Quantity: 1 UOM: EA Price: $276.22 Total: $276.22

Manufacturer #: AFCB62BTRKPRE85

2.36 TRAFFIC KIT 1986 AND LATER

Quantity: 1 UOM: EA Price: $280.23 Total: $280.23

Manufacturer #: AFCB62BTRKN514

2.37 6" HYDRANT EXTENSION

Quantity: 1 UOM: EA Price: $431.94 Total: $431.94

Manufacturer #: AFCB62BU

2.38 1' HYDRANT EXTENSION

Quantity: 1 UOM: EA Price: $514.71 Total: $514.71

3 Package Header

CLOW MEDALLION PARTS (ACT)

Quantity: 1 UOM: EA Total: $4,634.24

Package Items

3.1 WEATHER CAP

Quantity: 1 UOM: EA Price: $61.69 Total: $61.69

Manufacturer #: M0800588

3.2 WEATHER CAP SCREW

Quantity: 1 UOM: EA Price: $1.23 Total: $1.23

Manufacturer #: T0400748

3.3 THRUST NUT

Quantity: 1 UOM: EA Price: $169.03 Total: $169.03

Manufacturer #: F1600810

3.4 THRUST NUT O-RING

Quantity: 1 UOM: EA Price: $1.23 Total: $1.23

Manufacturer #: T2400948

3.5 OPERATING NUT

Quantity: 1 UOM: EA Price: $210.97 Total: $210.97

Manufacturer #: F0800581

3.6 OPERATING NUT O-RING

Quantity: 1 UOM: EA Price: $11.10 Total: $11.10

Manufacturer #: T2400815

3.7 THRUST BEARING (2 REQUIRED)

Quantity: 1 UOM: EA Price: $2.47 Total: $2.47

Manufacturer #: T0200669

3.8 BONNET BOLTS

Quantity: 1 UOM: EA Price: $1.23 Total: $1.23

Manufacturer #: T0400929

3.9 STEM O-RING (2 REQUIRED)

Quantity: 1 UOM: EA Price: $4.94 Total: $4.94

Manufacturer #: T2401026

3.10 BONNET O-RING

Quantity: 1 UOM: EA Price: $75.26 Total: $75.26

Manufacturer #: T2401040

3.11 SAFETY COUPLING PIN

Quantity: 1 UOM: EA Price: $11.10 Total: $11.10

Manufacturer #: T2203021

3.12 DRAIN VALVE FACING W/PINS

Quantity: 1 UOM: EA Price: $1.23 Total: $1.23

Manufacturer #: T1600971

3.13 UPPER VALVE PLATE

Quantity: 1 UOM: EA Price: $298.90 Total: $298.90

Manufacturer #: F1600803

3.14 LOWER VALVE PLATE

Quantity: 1 UOM: EA Price: $254.16 Total: $254.16

Manufacturer #: M1601010

3.15 SEAT RING

Quantity: 1 UOM: EA Price: $520.82 Total: $520.82

Manufacturer #: F1600816

3.16 SEAT UPPER ORING

Quantity: 1 UOM: EA Price: $14.81 Total: $14.81

Manufacturer #: T2400722

3.17 SEAT LOWER ORING

Quantity: 1 UOM: EA Price: $9.87 Total: $9.87

Manufacturer #: T2401318

3.18 MAIN VALVE SEAT

Quantity: 1 UOM: EA Price: $97.47 Total: $97.47

Manufacturer #: T1600802

3.19 LOCK WASHER

Quantity: 1 UOM: EA Price: $3.70 Total: $3.70

Manufacturer #: T0200318

3.20 PUMPER NOZZLE O-RING

Quantity: 1 UOM: EA Price: $6.17 Total: $6.17

Manufacturer #: T2400585

3.21 2-1/2 NOZZLE O-RING

Quantity: 1 UOM: EA Price: $1.23 Total: $1.23

Manufacturer #: T2400952

3.22 PUMPER NOZZLE GASKET

Quantity: 1 UOM: EA Price: $7.40 Total: $7.40

Manufacturer #: T0600027

3.23 2-1/2" NOZZLE GASKET

Quantity: 1 UOM: EA Price: $2.47 Total: $2.47

Manufacturer #: T0600014

3.24 MAIN VALVE RUBBER KIT

Quantity: 1 UOM: EA Price: $145.47 Total: $145.47

Manufacturer #: R1621012

3.25 FULL ASSEMBLY SEAT FOR 5-1/4"

Quantity: 1 UOM: EA Price: $499.59 Total: $499.59

Manufacturer #: R1621155

3.26 FULL BONNET ASSEMBLY

Quantity: 1 UOM: EA Price: $133.25 Total: $133.25

Manufacturer #: R1620075

3.27 6" HYDRANT EXTENSION

Quantity: 1 UOM: EA Price: $791.80 Total: $791.80

Manufacturer #: R1620545

3.28 1' HYDRANT EXTENSION

Quantity: 1 UOM: EA Price: $924.45 Total: $924.45

Manufacturer #: R1620077

3.29 TRAFFIC KIT

Quantity: 1 UOM: EA Price: $371.20 Total: $371.20

4 Package Header

AVK 2780 SERIES PARTS (BENMARK)

Quantity: 1 UOM: EA Total: $3,795.76

Package Items

4.1 WEATHERSHIELD BOLT

Quantity: 1 UOM: EA Price: $48.05 Total: $48.05

Manufacturer #: F1

4.2 LOCK PLATE SCREW

Quantity: 1 UOM: EA Price: $19.22 Total: $19.22

Manufacturer #: F3

4.3 LOCK PLATE

Quantity: 1 UOM: EA Price: $53.82 Total: $53.82

Manufacturer #: F4

4.4 INNER THRUST NUT O-RING

Quantity: 1 UOM: EA Price: $17.30 Total: $17.30

Manufacturer #: F5

4.5 THRUST NUT

Quantity: 1 UOM: EA Price: $109.56 Total: $109.56

Manufacturer #: F6

4.6 OUTTER THRUST NUT O-RING

Quantity: 1 UOM: EA Price: $28.83 Total: $28.83

Manufacturer #: F7

4.7 ANTI FRICTION WASHER (PRE 2017)

Quantity: 1 UOM: EA Price: $32.81 Total: $32.81

Manufacturer #: F8

4.8 THRUST BEARING AND RACES (AFTER 2018)

Quantity: 1 UOM: EA Price: $73.04 Total: $73.04

Manufacturer #: F69

4.9 STOP NUT

Quantity: 1 UOM: EA Price: $34.60 Total: $34.60

Manufacturer #: F11

4.10 STEM SEAL O-RINGS

Quantity: 1 UOM: EA Price: $17.30 Total: $17.30

Manufacturer #: F15

4.11 BARREL GASKET

Quantity: 1 UOM: EA Price: $80.39 Total: $80.39

Manufacturer #: F17

4.12 2-1/2" NOZZLE CAP GASKET

Quantity: 1 UOM: EA Price: $64.39 Total: $64.39

Manufacturer #: F21

4.13 2-1/2" NOZZLE O-RING

Quantity: 1 UOM: EA Price: $61.51 Total: $61.51

Manufacturer #: F22

4.14 NOZZLE RETAINING SCREW (AFTER 2015 REQ X 2)

Quantity: 1 UOM: EA Price: $19.22 Total: $19.22

Manufacturer #: F23

4.15 PUMPER NOZZLE O-RING

Quantity: 1 UOM: EA Price: $76.88 Total: $76.88

Manufacturer #: F25

4.16 PUMPER NOZZLE GASKET

Quantity: 1 UOM: EA Price: $163.38 Total: $163.38

Manufacturer #: F27

4.17 COUPLER PIN

Quantity: 1 UOM: EA Price: $175.87 Total: $175.87

Manufacturer #: F36

4.18 VALVE SEAT RING (PRE 2016=4 BOLT/AFTER 2017=5 BOLT)

Quantity: 1 UOM: EA Price: $760.02 Total: $760.02

Manufacturer #: F51

4.19 VALVE SEAT O-RING

Quantity: 1 UOM: EA Price: $36.52 Total: $36.52

Manufacturer #: F53

4.20 MAIN VALVE DISC RETAING PIN

Quantity: 1 UOM: EA Price: $192.21 Total: $192.21

Manufacturer #: F60

4.21 MAIN VALVE DISC/HYDRO FLOW VALVE

Quantity: 1 UOM: EA Price: $192.21 Total: $192.21

Manufacturer #: F61

4.22 STORZ CAP O-RING

Quantity: 1 UOM: EA Price: $52.86 Total: $52.86

Manufacturer #: F73

4.23 ZERK FITTING

Quantity: 1 UOM: EA Price: $15.38 Total: $15.38

Manufacturer #: F75

4.24 6" HYDRANT EXTENSION

Quantity: 1 UOM: EA Price: $539.76 Total: $539.76

4.25 1' HYDRANT EXTENSION

Quantity: 1 UOM: EA Price: $635.53 Total: $635.53

4.26 TRAFFIC KIT

Quantity: 1 UOM: EA Price: $295.10 Total: $295.10

5 Package Header

EAST JORDAN 5CD250 (TECHLINE)

Quantity: 1 UOM: EA Total: $2,003.20

Package Items

5.1 OPERATING NUT

Quantity: 1 UOM: EA Price: $126.12 Total: $126.12

Manufacturer #: 946625

5.2 HOLD DOWN NUT

Quantity: 1 UOM: EA Price: $70.14 Total: $70.14

Manufacturer #: 946518

5.3 WEATHER SEAL O-RING

Quantity: 1 UOM: EA Price: $6.99 Total: $6.99

Manufacturer #: 946566

5.4 THRUST WASHER

Quantity: 1 UOM: EA Price: $3.19 Total: $3.19

Manufacturer #: 946517

5.5 OPERATING STEM 24-1/4"

Quantity: 1 UOM: EA Price: $104.70 Total: $104.70

Manufacturer #: 946760

5.6 HOSE NOZZLE O-RING

Quantity: 1 UOM: EA Price: $2.47 Total: $2.47

Manufacturer #: 946070

5.7 HOSE NOZZLE 2-1/2"

Quantity: 1 UOM: EA Price: $61.61 Total: $61.61

Manufacturer #: 946014

5.8 HOSE NOZZLE GASKET

Quantity: 1 UOM: EA Price: $2.19 Total: $2.19

Manufacturer #: 946562

5.9 PUMPER NOZZLE O-RING

Quantity: 1 UOM: EA Price: $5.71 Total: $5.71

Manufacturer #: 946194

5.10 PUMPER NOZZLE GASKET

Quantity: 1 UOM: EA Price: $9.17 Total: $9.17

Manufacturer #: 946561

5.11 RESERVOIR O-RING

Quantity: 1 UOM: EA Price: $3.92 Total: $3.92

Manufacturer #: 946565

5.12 QUAD SEAL RING

Quantity: 1 UOM: EA Price: $13.21 Total: $13.21

Manufacturer #: 946440

5.13 DRIP SHUT OFF

Quantity: 1 UOM: EA Price: $155.48 Total: $155.48

Manufacturer #: 946507

5.14 INSERTS FOR DRIP SHUT OFF

Quantity: 1 UOM: EA Price: $5.97 Total: $5.97

Manufacturer #: 946521

5.15 MAIN VALVE SEAT (RUBBER)

Quantity: 1 UOM: EA Price: $68.90 Total: $68.90

Manufacturer #: 946526

5.16 BRASS VALVE SEAT

Quantity: 1 UOM: EA Price: $280.79 Total: $280.79

Manufacturer #: 946495

5.17 VALVE WASHER FOR SEAT

Quantity: 1 UOM: EA Price: $39.17 Total: $39.17

Manufacturer #: 946538

5.18 SET SCREW (1/4"- 20 SS)

Quantity: 1 UOM: EA Price: $0.75 Total: $0.75

Manufacturer #: 946572

5.19 VALVE SEAT O-RING

Quantity: 1 UOM: EA Price: $7.73 Total: $7.73

Manufacturer #: 946568

5.20 SOCKET FOR NOZZLE SET SCREW

Quantity: 1 UOM: EA Price: $39.22 Total: $39.22

Manufacturer #: 91858

5.21 1/4" NPT PLUG SET SCREW

Quantity: 1 UOM: EA Price: $7.62 Total: $7.62

Manufacturer #: 946068

5.22 TRAFFIC FLANGE REPAIR KIT

Quantity: 1 UOM: EA Price: $158.10 Total: $158.10

Manufacturer #: 946447

5.23 6" HYDRANT EXTENSION

Quantity: 1 UOM: EA Price: $393.29 Total: $393.29

Manufacturer #: 5CD250EXT-6

5.24 1' HYDRANT EXTENSION

Quantity: 1 UOM: EA Price: $436.76 Total: $436.76

Manufacturer #: 5CD250EXT-12

6 Package Header

KENNEDY K81 PARTS (ACT)

Quantity: 1 UOM: EA Total: $4,052.48

Package Items

6.1 OPERATING NUT

Quantity: 1 UOM: EA Price: $280.05 Total: $280.05

Manufacturer #: K8102

6.2 DIRT SHIELD

Quantity: 1 UOM: EA Price: $46.64 Total: $46.64

Manufacturer #: K8103

6.3 STEM LOCK NUT

Quantity: 1 UOM: EA Price: $92.05 Total: $92.05

Manufacturer #: K8104

6.4 STEM LOCK NUT ORING

Quantity: 1 UOM: EA Price: $13.51 Total: $13.51

Manufacturer #: K8105

6.5 THRUST WASHER

Quantity: 1 UOM: EA Price: $4.91 Total: $4.91

Manufacturer #: K8106

6.6 CAP BOLTS

Quantity: 1 UOM: EA Price: $8.60 Total: $8.60

Manufacturer #: K8108

6.7 CAP GASKET

Quantity: 1 UOM: EA Price: $27.00 Total: $27.00

Manufacturer #: K8109

6.8 CAP GASKET (2009 AND NEWER)

Quantity: 1 UOM: EA Price: $27.00 Total: $27.00

Manufacturer #: K8109-O

6.9 CAP O-RING (2 REQUIRED)

Quantity: 1 UOM: EA Price: $11.05 Total: $11.05

Manufacturer #: K8111

6.10 UPPER STEM ASSEMBLY

Quantity: 1 UOM: EA Price: $257.00 Total: $257.00

Manufacturer #: K8114

6.11 SAFETY COUPLING PIN

Quantity: 1 UOM: EA Price: $22.09 Total: $22.09

Manufacturer #: K8122R

6.12 SEAT UPPER ORING

Quantity: 1 UOM: EA Price: $14.73 Total: $14.73

Manufacturer #: K8126A

6.13 SEAT RING

Quantity: 1 UOM: EA Price: $365.33 Total: $365.33

Manufacturer #: K8128

6.14 SEAT LOWER ORING

Quantity: 1 UOM: EA Price: $14.73 Total: $14.73

Manufacturer #: K8130

6.15 MAIN VALVE SEAT

Quantity: 1 UOM: EA Price: $219.69 Total: $219.69

Manufacturer #: K8131

6.16 BOTTOM PLATE

Quantity: 1 UOM: EA Price: $126.42 Total: $126.42

Manufacturer #: K8132

6.17 DRAIN VALVE PIN

Quantity: 1 UOM: EA Price: $22.09 Total: $22.09

Manufacturer #: K8133

6.18 DRAIN VALVE

Quantity: 1 UOM: EA Price: $322.68 Total: $322.68

Manufacturer #: K8136

6.19 DRAIN VALVE FACING W/PINS

Quantity: 1 UOM: EA Price: $30.69 Total: $30.69

Manufacturer #: K8137

6.20 NOZZLE SET SCREW

Quantity: 1 UOM: EA Price: $8.60 Total: $8.60

Manufacturer #: K8141

6.21 2-1/2" NOZZLE GASKET

Quantity: 1 UOM: EA Price: $12.27 Total: $12.27

Manufacturer #: K8143

6.22 PUMPER NOZZLE GASKET

Quantity: 1 UOM: EA Price: $23.32 Total: $23.32

Manufacturer #: K8143

6.23 PUMPER NOZZLE O-RING

Quantity: 1 UOM: EA Price: $14.73 Total: $14.73

Manufacturer #: K8145

6.24 2-1/2 NOZZLE O-RING

Quantity: 1 UOM: EA Price: $6.14 Total: $6.14

Manufacturer #: K8145

6.25 ALLEN HEAD SET SCREW FOR DRIT SHIELD

Quantity: 1 UOM: EA Price: $6.14 Total: $6.14

Manufacturer #: K8146

6.26 TRAFFIC KIT

Quantity: 1 UOM: EA Price: $369.02 Total: $369.02

Manufacturer #: K8149

6.27 6" HYDRANT EXTENSION

Quantity: 1 UOM: EA Price: $787.00 Total: $787.00

6.28 1' HYDRANT EXTENSION

Quantity: 1 UOM: EA Price: $919.00 Total: $919.00

7 Package Header

MUELLER PARTS (FERGUSON)

Quantity: 1 UOM: EA Total: $3,625.06

Package Items

7.1 CENTUR BONNET REPAIR KIT

Quantity: 1 UOM: EA Price: $133.68 Total: $133.68

Manufacturer #: 280355

7.2 CENTUR MAIN VALVE REPAIR KIT

Quantity: 1 UOM: EA Price: $789.05 Total: $789.05

Manufacturer #: 280359

7.3 CENTUR SHOE REPAIR KIT

Quantity: 1 UOM: EA Price: $497.65 Total: $497.65

Manufacturer #: 280357

7.4 IMPROVED BONNET KIT

Quantity: 1 UOM: EA Price: $126.35 Total: $126.35

Manufacturer #: 280361

7.5 IMPROVED MAIN VALVE KIT

Quantity: 1 UOM: EA Price: $1,152.88 Total: $1,152.88

Manufacturer #: 280367

7.6 6" HYDRANT EXTENSION

Quantity: 1 UOM: EA Price: $437.65 Total: $437.65

7.7 TRAFFIC KIT IMPROVED

Quantity: 1 UOM: EA Price: $243.90 Total: $243.90

7.8 TRAFFIC KIT CENTURION

Quantity: 1 UOM: EA Price: $243.90 Total: $243.90

8 Package Header

M&H 929 (ACT)

Quantity: 1 UOM: EA Total: $1,526.97

Package Items

8.1 MAIN VALVE RUBBER KIT

Quantity: 1 UOM: EA Price: $89.61 Total: $89.61

Manufacturer #: 224011

8.2 MAIN VALVE REPAIR KIT

Quantity: 1 UOM: EA Price: $249.88 Total: $249.88

Manufacturer #: 555978

8.3 TRAFFIC REPAIR KIT

Quantity: 1 UOM: EA Price: $431.64 Total: $431.64

Manufacturer #: 06Z1MHRK

8.4 6" EXTENSION

Quantity: 1 UOM: EA Price: $755.84 Total: $755.84

Manufacturer #: 11EXT92906MH

Response Total: $27,041.65

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Temporary Labor Contract with Openwork, LLC

SUGGESTED ACTION:
Consideration and possible action to approve a contract between the City of Georgetown and Openwork, LLC for as needed temporary labor services, with a not to exceed amount of $60,000.00, and to authorize the City Manager to execute the agreement and up to two additional one-year renewals in accordance with the terms of the contract -- Cherie Hernandez, Customer Billing Manager

ITEM SUMMARY:
The City requires as needed temporary staffing support to assist with lobby operations and maintain continuity of customer service during staff absences and peak workload periods.

To ensure uninterrupted service, the City is utilizing a cooperative purchasing agreement to piggyback onto an existing contract with Openwork, LLC for temporary staffing services. This approach allows the City to efficiently obtain qualified personnel while leveraging competitively procured pricing.

The agreement provides flexible, as-needed staffing support and includes an initial term through September 30, 2028, with the option for up to two additional one-year renewals, provided the underlying Williamson County contract is also renewed. The proposed contract includes a not-to-exceed amount of $60,000 during the initial term.

FINANCIAL IMPACT:
Funding for this contract is budgeted within the Utility Billing cost center under Contract Labor. The contract is structured on an as needed basis, with actual costs dependent on the number of hours worked by temporary staff. Based on current staffing needs, the estimated will very, the contract includes a not to exceed amount of $60,000.00, providing flexibility to address staffing needs during employee absences and peak service periods.

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
Agmnt_Openwork LLC_Piggyback 3.17.2026 [vendor signed].pdf

PIGGYBACK CONTRACT WITH
THE CITY OF GEORGETOWN, TEXAS

THIS AGREEMENT is made and entered into this ____ day _____, 2026 ("Effective Date") by and between the **CITY OF GEORGETOWN, TEXAS**, a Texas home-rule municipality (the "City") and Openwork, LLC. (the "Service Provider"),

WHEREAS, pursuant to Chapter 791 of the Texas Government Code, the City has the legal authority to "piggyback" onto a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public;

WHEREAS, the City requires the services of a Service Provider that provides as needed,, temporary labor;

WHEREAS, the Service Provider has previously entered into an Agreement with Williamson County, Texas, to provide as needed, temporary labor (the "Contract") dated July 22, 2025. A copy of the Master Services Agreement with Openwork LLC- Primary Service Provider (RFP #25RFP31) is attached hereto as **Exhibit A;** and

WHEREAS, the City previously entered into an Interlocal Cooperative Purchasing Agreement with Williamson County dated January 13, 2015 providing for the piggybacking or purchase from a currently existing contracts of another local government entity and a vendor; and

WHEREAS, the City desires to "piggyback" onto the above referenced Contract between the Service Provider and Williamson County, and the Service Provider consents to the "piggybacking."

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above stated recitals are true and correct.

2. Service Provider affirms and ratifies the terms and conditions of the above referenced Contract and agrees to perform the services set forth therein for the City in accordance with the terms of the Contract, except as modified herein.

3. The City agrees to utilize the as needed, temporary labor services of the Service Provider in the manner and upon the terms and conditions as set forth in the Contract.

4. Except as otherwise stated herein, the terms and conditions of the Contract shall form the basis of this Agreement with the City having the rights, duties and obligations of Williamson County thereunder. The Contract, attached as **Exhibit A**, is hereby incorporated into this Agreement, and if any provision of this Agreement conflicts with any provision of the Contract, then the terms, conditions, and provisions of this Agreement shall control.

5. The terms and conditions of the Contract are modified, amended, or supplemented as follows:

A. Term. The initial term of the Agreement is from the Effective Date through September 30, 2028, with the option to renew for two (2) additional one- (1) year terms, provided that the Contract with Williamson County has also been renewed. Any renewal must be in writing and executed by the parties. The renewal will be under the same terms and conditions as the original Agreement. In the event a new Agreement cannot be executed at the anniversary date of the original term or any renewal term, the Agreement may be renewed month-to-month until a new Agreement is executed.

B. The prices listed in **Exhibit B**, which was included in the Contract with the Williamson County, shall be the basis for any charges collected by Service Provider. The provisions for rates and invoices listed in **Exhibit C,** which was included in the Contract with Williamson County shall apply to any charges as well.

C. In consideration for the services pursuant to this Agreement, the City shall pay the Service Provider an amount not to exceed **sixty thousand dollars ($60,000)** during the first term of this Agreement.

D. Insurance**.** Service Provider shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Service Provider, its agents, representatives, volunteers, employees or subcontractors. The polices, limits and endorsements required are set forth in **Exhibit D**. Service Provider's insurance certificate satisfying the City insurance requirements is attached as **Exhibit E.**

E. The City hereby designates the following representatives authorized to act on its behalf with regard to this Agreement:

Cherie Hernandez

City of Georgetown

Customer Billing Manager

Office (512)930-6682

Cherie.hernandez@georgetowntexas.gov

F. The Notice address for the City which shall be amended as follows:

Notice to City:

City of Georgetown	City of Georgetown
ATTN: City Manager	ATTN: City Attorney
PO Box 409	PO Box 409
Georgetown, Texas 78628	Georgetown, Texas 78628
David.Morgan@georgetown.org	Skye.masson@georgetown.org

6. This Agreement, with all exhibits, includes the entire agreement of the City and the Service Provider and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to the subject of this agreement.

IN WITNESS WHEREOF, the Parties execute this Agreement.

OPENWORK, LLC.

By: _____

Printed Name: Arlaine Decrevel

Title: Vice President Public Sector

Date: March 17, 2026

CITY OF GEORGETOWN

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

_____

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney

EXHIBIT A
WILLIAMSON COUNTY CONTRACT

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
WITH
OPENWORK LLC – PRIMARY SERVICE PROVIDER
(REQUEST FOR PROPOSAL #25RFP31)

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS MASTER SERVICES AGREEMENT is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Primary Service Provider - **Openwork LLC** (hereinafter "Service Provider") both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions and in accordance with the responses to the County's Request for Proposal #25RFP31:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to as needed, temporary labor throughout Williamson County Facilities described in the attached Temporary Labor Job Descriptions being marked as **Exhibit "A,"** which is incorporated herein.

Should the County choose to add services in addition to those described in **Exhibit "A"**, such additional services shall be described in a separate written amendment to this Agreement wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Agreement has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Agreement shall be in full force and effect from the date of the last party's execution below and shall continue through September 30, 2028. Unless terminated sooner pursuant to paragraph XVIII, of this Agreement, if applicable, at the end of the agreement term, this Agreement shall automatically renew yearly for up to two (2) one (1) year terms by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

III.

On-Site Representative for Work Monitoring: The County may appoint an on-site project representative to observe the work being performed. The County may conduct inspections to determine the date or dates of substantial completion and the date of final completion. If the County so desires, it may seek written adequate assurance that the work is progressing on-time and pursuant to terms and conditions of this agreement and all related contract documents.

IV.

Compliance With All Laws: Service Provider agrees, in connection with the services or any related items to the subject matter of this Agreement, to comply with any and all local, state, or federal requirements, including but not limited to compliance with regulations of the Texas Commission of Environmental Quality and the Occupational Safety and Health Administration. Additionally, Service Provider shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.

V.

Duty To Report Problems: Service Provider agrees to advise the County and its representative(s) within 24 hours of any errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider in any manner hold itself out as an agent or official representative of The County. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be

expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the construction services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, actions, or liability of any kind against The County resulting from any services Service Provider performs on behalf of the County.

TO THE FULLEST EXTENT PERMITETED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFENT WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEROF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSON OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEAPORDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

VII.

Service Provider's Employees: Service Provider covenants and agrees that all personnel engaged shall be employees of Service Provider, and Service Provider shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Workers' Compensation Insurance and any similar taxes or expenses related to such employees, including but not limited to, license fees, insurance premiums and outfitting expenses. Service Provider shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. Service Provider shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder

and shall provide close supervision on a continual basis.

VIII.

Consideration and Compensation: Service Provider will be compensated in a SOW based on a fixed sum as set out in Exhibit "A" and **Openwork Rates and Invoicing** marked as **Exhibit "B"** attached hereto.

Pursuant to State Law ("Texas Prompt Payment Act") the payment terms are governed as follows:

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears on an invoice submitted by Service Provider, County shall notify Service Provider of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Service Provider, Service Provider shall be entitled to receive interest on the unpaid balance of the invoice submitted by Service Provider beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Service Provider shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

a) Name, address, and telephone number of Service Provider and similar information in the event the payment is to be made to a different address
b) County Agreement, Purchase Order, and/or delivery order number
c) Identification of items or services as outlined in the Agreement
d) Quantity or quantities, applicable unit prices, total prices and total amounts
e) Any additional payment information which may be called for by the Agreement

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilcotx.gov 512-943-1500

Conversion Fees and or Direct Hires Fees shall not apply. During the term of this Agreement, Williamson County shall not, without the prior written consent of the other party, solicit, recruit or hire, any of the Service Provider's employees for a period of 12-months after their Williamson County assignment has been completed.

IX.

The County's Decision to Withhold Payment: The County may withhold a payment in whole or in part to the extent reasonably necessary to protect The County due to The County's determination that the work has not progressed to the point indicated in the Agreement documents or that the quality of work is not in accordance with the Agreement documents. The County may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of any request for payment to such extent as may be necessary to protect The County from loss for which Service Provider is responsible, including loss resulting from acts and omissions, because of the following:

1. defective work not remedied;
2. reasonable evidence that the work cannot be completed for the unpaid balance of the Agreement sum;
3. damage to The County;
4. reasonable evidence that the work will not be completed within the Agreement time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
5. persistent failure to carry out the work in accordance with the Agreement documents.

X.

Insurance: Service Provider shall provide and maintain, until the services covered in this Agreement is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage, or any other type of insurance coverage held by the County.

The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilcotx.gov

Upon execution of this Agreement, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Agreement.

XI.

No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to The County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity or any other immunity under the laws of the State of Texas or of the United States.

XII.

Warranty: Service Provider warrants to The County that materials, workmanship and equipment furnished under this agreement will be of good quality and new unless otherwise required or permitted by The County, that the work will be free from defects not inherent in the quality required or permitted by law or otherwise, and that the work will conform to the requirements of the Agreement documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

XIII.

Taxes: Service Provider shall pay all sales, consumer, use and similar taxes for the work provided by Service Provider which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect.

XIV.

Venue and Applicable Law: Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XV.

No Assignment: Service Provider may not assign this Agreement.

XVI.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.

XVII.

Confidentiality: Service Provider expressly agrees that they will not use any incidental confidential information they may obtain while being on governmental property for their own benefit and agrees that is will not enter unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

XVIII.

Termination: This agreement may be terminated at any time at the option of The County, without further or prospective liability for performance upon giving upon thirty (30) calendar day's written notice to thereof. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only amounts due to Service Provider for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

IXX.

Right of Funds: Despite the agreed upon method of payment set forth above, Service Provider agrees to return to Williamson County pro-rata portion of unearned funds distributed to Service Provider if (a) Service Provider's project progress is insufficient; (b) this Agreement is terminated for any reason; or (c) Service Provider fails in any other respect under this Agreement.

XX.

County's Right to Audit: Service Provider agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider expressly agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Service Provider reasonable advance notice of intended audits.

XXI.

Notice: Any notice required to be given under the terms of this AGREEMENT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:
Williamson County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

SERVICE PROVIDER
Openwork LLC
7320 N Mopac Expy, Suite 101
Austin, TX 78731

XXII.

Mediation: The parties agree to use non-binding mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

XXIII.

Non-Appropriation and Fiscal Funding: The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

XXIV.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Agreement, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Agreement by reference. The Williamson County Vendor Reimbursement Policy can be found at: Williamson County Vendor Reimbursement Policy March 2023 (https://www.wilcotx.gov/351/Vendor-Reimbursement). Invoices requesting reimbursement for authorized non-labor expenses must be

accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXV.

Entire Agreement & Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Agreement include the following:

A. This Agreement, its Exhibits and any amendments agreed to by both parties (if any);
B. Statements of Work issued under the Agreement;
C. Documents Responsive to County's Request for Proposal #25RFP31 and
D. Insurance certificates evidencing coverages required herein above.

In the event a dispute arises between terms and conditions of this (1) Agreement, its exhibits and amendments (if any); (2) a SOW issued under the Agreement; and (3) Documents Responsive to County's Request for Proposal #25RFP31; applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence: (1) terms and conditions of this Agreement, its exhibits and amendments (if any), (2) the SOW issued under the Agreement; and (3) Documents Responsive to County's Request for Proposal #25RFP31.

XXVI.

Signature for the County: The presiding officer of Williamson County's governing body who is authorized to execute this instrument by order duly recorded may execute this Agreement on behalf of the County.

IN WITNESS WHEREOF, that this Agreement shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Steve Snell (Jul 22, 2025 21:35:55 CDT)

Authorized Signature

Steve Snell

County Judge/Presiding Officer

Dated: 07/22/2025, 20___

OPENWORK LLC:

Authorized Signature

Arlaine Decrevel, Vice President Public Sector

Printed Name

Dated: July 14, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jul 14 2025 Time: 2:35 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 14 2025 Time: 1:54 pm

EXHIBIT B
TEMPOARY LABOR JOB DESCRIPTIONS LIST

TEMPORARY LABOR JOB DESCRIPTIONS APPENDIX B

Position Name	Position Description	Gross Hourly Pay
Expo Tech/General Labor	Assist Maintenance Supervisors and Expo Technicians with general labor duties to include but not limited to cleaning & disinfecting stalls, build pre-event setups, break down post-event setups, power washing, trash collection & disposal, mowing & general grounds maintenance	$21/Hour
Expo Tech/Janitorial	Assist contract janitorial staff clean and maintain the facility during large events with duties to include but not limited to cleaning & disinfecting restrooms, mopping & sweeping floors, cleaning concession areas, trash collection & disposal and restocking supply closets	$21/Hour
Event Staff/Event Staff	Event staff will be required to assist with planning, coordination, and execution of events. This may include working in registration, setting up booths, assisting guests, or managing logistics during the event.	$21/Hour
Animal Shelter/Animal Tech	Daily upkeep of vaccinating incoming animals, administering prescribed medications, providing additional medical care and treatments to shelter pets, assisting with foster medical appointments, surgeries, and emergencies as needed	$20.50/Hour

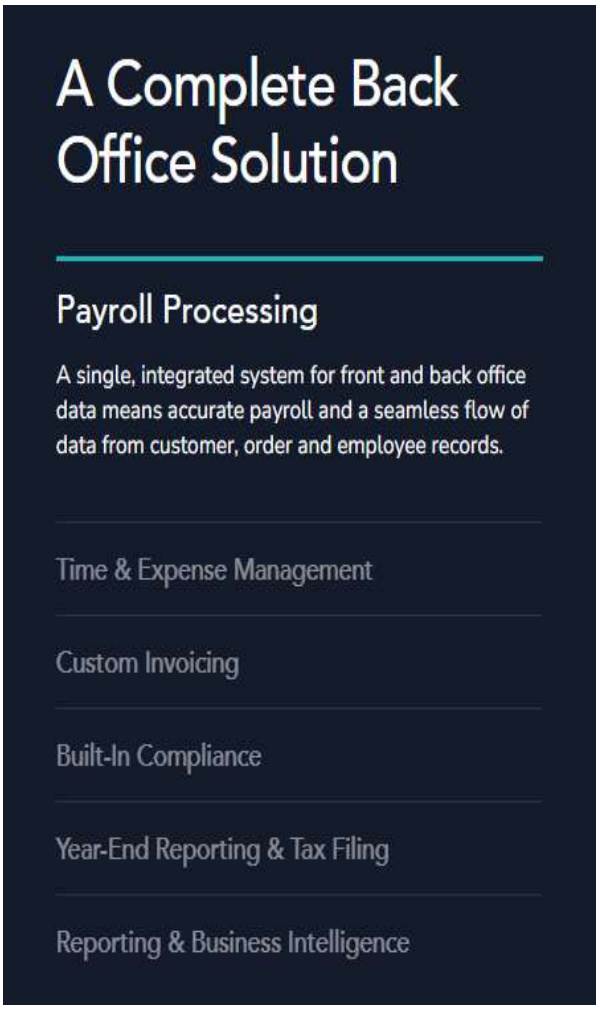
Position Name	Position Description	Gross Hourly Pay
Animal Shelter/Animal Care Staff	Daily cleaning and maintenance of animal enclosures, feeding and watering animals, monitoring their health and behavior, providing basic socialization, dog walking, and assisting with the intake and adoption process	$18/Hour
Administrative Support	Assist in day-to-day administrative tasks, including data entry, filing, scheduling, phone handling, and basic office tasks. They should have a general understanding of office procedures, excellent organizational skills, and familiarity with office software (e.g., Microsoft Office)	$22/Hour
Customer Service	Customer service representatives will assist with customer inquiries, complaints, and product or service information. They will be responsible for providing exceptional customer service in a high-volume environment	$20/Hour
Warehouse Laborers	Warehouse workers will be responsible for various tasks within the warehouse, such as picking and packing orders, inventory control, loading/unloading shipments, and ensuring the warehouse is kept organized and safe.	$21/Hour
IT Support Technicians	IT support technicians will assist with troubleshooting, system maintenance, and user support. They will handle hardware and software issues, assist in setting up new equipment, and ensure smooth functioning of IT systems	$45/Hour

Position Name	Position Description	Gross Hourly Pay
Skilled Labor	Skilled temporary workers may include electricians, plumbers, carpenters, or other specialized tradespeople. These workers will be expected to carry out specific tasks or projects that require specialized knowledge or skills.	45/Hour
General Labor	General laborers will perform a variety of tasks that do not require specialized skills. This could include manual labor in construction, landscaping, cleaning, or any other physical work.	$18/Hour
Financial/Accounting Support	Financial or accounting support staff will assist with bookkeeping, invoicing, payroll, and financial reporting. They will work closely with finance teams to ensure accuracy and efficiency in financial operations.	$45/Hour
Delivery Assistant	Delivery assistant will operate personal or county vehicle to deliver items to designated county locations as instructed.	$18/Hour
Court Interpreter	Facilitate communication in court proceedings for individuals who don't speak English or who are deaf or hard of hearing. They translate spoken and written words between languages.	$40.00

EXHIBIT C
OPENWORK LLC RATES AND INVOICING

Rates and Invoicing

Openwork's finance and payroll operations are managed by a dedicated internal team to ensure accuracy and transparency. Our internal Controller manages the accounting process and financial statement preparation within NetSuite and reviews the financial statements with an outside CPA firm annually. Openwork also has a Director of Payroll who manages the entire payroll and billing process and ensures the accuracy of the information being gathered and processed within our software system used to process payroll and billing, Avionte.



We utilize a seamless electronic time entry and approval process through the Avionte BOLD platform. All submitted hours must be approved by the County each Monday by 5:00pm for the prior workweek. The County will be invoiced only for the supervisor-approved and electronically signed hours. Openwork provides comprehensive training and portal access instructions for designated departments and temporary staff.

A minimum of four (4) hours pay will be paid and billed for the Openwork employee who arrives on an assignment. If any assignment is canceled, at no fault of the temporary employee, by the County four (4) hours or less prior to the time the Openwork employee is expected to arrive at the assigned facility, the County will pay Openwork at the hourly bill rate for four (4) hours worked. If any assignment is canceled after an Openwork employee has arrived at the assigned facility and started work, the County will pay Openwork the hourly bill rate for four (4) hours worked.

If upon arrival to the assignment on the temporary employee's first day and the temporary employee is determined unsatisfactory within the first two (2) hours, Openwork will immediately attempt to replace the temporary employee by the beginning of the next business day. Openwork will not bill the County for the temporary employee who reports to the County assignment and is deemed unsatisfactory within the first four (4) hours. If the temporary employee works more than four (4) hours, Openwork may bill for all hours worked. Openwork's work week starts on Sunday and ends on Saturday each week. The hourly rate billed to the County is for all regular time up to 40 hours per week. Overtime hours (OT) are defined as hours worked in excess of 40 hours per week. No overtime hours will be worked by an Openwork temporary employee without prior approval by the County.

Payment for hours in excess of 40 hours worked per week will be calculated at an overtime (OT) rate. Overtime will be pre-approved by the County at 1.5x the straight-time hourly pay rate and billed at 1.5x the straight-time hourly bill rate. Any request by the County to modify this rate or request an Openwork temporary to work after hours in excess of 40 hours per week will be pre-approved and mutually agreed upon by the County and Openwork's authorized representatives. Openwork employees working on County observed Holidays and Overtime, if pre-approved and applicable, will be paid at 1.5x the straight-time hourly pay rate, and billed at 1.5x the straight-time hourly bill rate.

During the contract period, Openwork is responsible for the employees' salary and statutory costs such as FICA, Withholding, SUTA, FUTA, Worker's Compensation Insurance, and ACA compliance. Should the County decide to convert an Openwork employee to the County's payroll prior to completing the contracted assignment with the County, there will be an agreed upon non-solicitation of the Openwork employee to apply directly to the County prior to the completion of the contracted term.

Openwork has a strong finance and accounting team to ensure payroll and billing accuracy. Openwork has a dedicated Controller who manages the accounting processes and financial statement preparation, as well as a Director of Payroll who manages the entire payroll and billing process and ensures the accuracy of the information being gathered and processed within our software system, Avionte, used to process payroll and billing.

Temporary and Temp-To-Hire Cost Proposal (General, Commercial, Non-Clinical Temporary Staffing Roles)

Contract Staffing

Openwork sources and recruits' candidates for County assignments, including but not limited to project work, unpredictable workloads, or other short-term needs. This can be used as a way to determine if a new employee is a good fit before hiring them directly, or as a flexible approach for on demand staffing needs.

Mark-up percentage per hour for each labor position specified
29.5%

Payrolling Bill Rate

By referring employees to Openwork for payrolling, the County can transfer the administrative burden of payroll processing., benefits administration, and employment compliance to our team. This allows the County to reduce internal overhead, mitigate compliance risk, and focus on core operations – ultimately saving both time and cost. There is a 28% mark-up percentage per hour for each labor position specified for temporary payrolling employees.

Fee Modifications

Openwork guarantees the fees set forth in this proposal and reserves the right to modify the bill rate as outlined in 25RFP31 As Needed Temporary Labor, and if any of the following occur:

a. An increase in the consumer price index; an increase in payroll taxes or other increase in our underlying burden or costs; changes in applicable laws; or the character and/or nature of the business or assignment with the County changes.

b. Required minimum wage rates, prevailing wage laws, or mandatory benefit requirements related to the employment of temporary employees.

~~Conversion Fees~~

~~We hope that the County will find Openwork's employees to be a good fit for your needs and understand that the County may be interested in hiring them directly. At the same time, the County acknowledges that we invest considerable funds in attracting, evaluating, and hiring our temporary employees. If the County hires an Openwork employee presented to the County within a period of one year (12 months) after they were presented for a County position through Openwork, during the term of this contract, and work for the County as an independent consultant or through another staffing service or outsourcing company, the County agrees to pay Openwork a placement fee of 25% of the positions Annualized Gross Income.~~

~~Accordingly, if the County transitions an Openwork temporary to the County's payroll before meeting the minimum hours threshold of 600 worked on assignment with the County, or if an Openwork employee subsequently, during the duration of this Agreement or for a period of one year thereafter, works for the County as an independent consultant or through another staffing service or outsourcing company, the County agrees to pay Openwork a transition fee ("Conversion Fee") according to the schedule below. Overtime hours are excluded from total hours worked when calculating conversion hours. If the County is interested in converting an Openwork employee, the County will notify Openwork at least two weeks in advance of making an offer to hire the Openwork employee, contingent upon any conversion fees payable based on the table below.~~

~~Conversion Fees~~

~~Hours Worked Under this Agreement~~	~~Total Conversion Fee (% of Annual Salary or Projected One Year Earnings)~~
~~0 – 299~~	~~25%~~
~~300 - 399~~	~~20%~~
~~400 - 499~~	~~15%~~
~~500 - 599~~	~~10%~~
~~Over 600~~	~~0%~~

~~Direct Hire Fees~~

~~If an Openwork hired candidate resigns or is terminated (excluding reduction in the workforce) within 45 days of the start date, Openwork will conduct an replacement search at no additional cost, provided the original direct hire fee was paid within 30 days of the invoice date and the replacement request is initiated within 60 days of the candidate's departure.~~

~~Direct Hire Position~~	~~Placement Fee (% of Annual Salary or Projected 12 Mos/One Year Earnings)~~
~~All Direct Hire Positions~~	~~12% of first year annual compensation~~

Payment Terms

Each invoice will be accompanied by documentation that the County may reasonably request to support the invoice amount. Openwork will submit invoices electronically to the County's designated department via email for payment. The County will, within thirty (30) days from the date it receives an invoice and supporting documentation, approve or reject the amount reflected in the invoice. If the County approves the amount or any portion of the amount, the County will promptly pay Openwork the amount approved so long as Openwork is not in default under this RFP. If the County rejects any invoice amount, the County will give Openwork specific reasons for its rejection in writing. The County will not incur a penalty for late payment if the payment is made in 30 or fewer days from receipt of services for all uncontested invoices. Accounts past due are subject to an interest charge of 1.5% per month. If an account is referred to an attorney for collection, the County shall pay the reasonable attorney's fees and court costs incurred by Openwork.

Invoicing

Openwork will provide electronic copies of weekly invoices, reconciled with approved e-time sheets, to the County's designated department via email for payment. Weekly invoices will include:

- Invoice #
- Assigned Purchase Order (PO#)
- Location
- Week ending date
- Summary of hours worked and cost for each day of the week, and TOTAL hours and cost for the week.
- Backup documentation for reconciliation with each invoice
- Daily timesheet report that includes:
    - Date
    - Employees Name
    - Position Contracted
    - Hourly Rate
    - In/Out/Break Times
    - Number of Hours Worked
    - Any OT / Holiday (rate and hours worked)
    - Total Hours
    - Total Pay
    - Electronic Signature by the Employee and Department Representative
    - Grand Total hours and pay that corresponds to invoice totals.

Openwork offers payments through electronic funds transfer via an automated clearing house system (ACH). Openwork will provide banking information to the County in writing on Openwork's letterhead signed by an authorized representative of Openwork prior to the first payment. Any changes to Openwork's bank information will be communicated to the County at least thirty (30) days before the effective date of the change along with a signed W-9 by an authorized representative of Openwork.

Invoices will be emailed to accountspayable@wilco.org or mailed to Accounts Payable:

Williamson County Auditor's Office
Accounts Payable Department
710 S Main, Suite 301
Georgetown, TX 78626

EXHIBIT D
INSURANCE REQUIREMENTS

I. The Service Provider agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

A. Commercial General Liability
B. Business Automobile Liability
C. Workers' Compensation
D. Professional Liability

II. For each of these policies, the Service Provider's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Service Provider's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Service Provider to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
C. "Claims made" policies are not accepted, except for Professional Liability insurance.
D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
    1. The insurance company is licensed and authorized to do business in the State of Texas
    2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
    3. All endorsements and coverages are included according to the requirements of this Agreement
    4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

V. **Commercial General Liability** requirements:

A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence per project for bodily injury and property damage with a $2,000,000 annual aggregate limit.
C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

VI. **Business Automobile Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.
C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VII. **Workers' Compensation Insurance** requirements:

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Service Provider, the Service Provider, *all* employees of any and all subService Providers, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Service Provider's, or subService Provider's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subService Provider does not have his or her own policy and a coverage agreement is used, Service Providers and subService Providers *must* use that portion of the form whereby the hiring Service Provider

agrees to provide coverage to the employees of the subService Provider. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Service Provider may not be used.

B. The workers compensation insurance shall include the following terms:

1. Employer's Liability limits of $1,000,000 for each accident is required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VIII. **Professional Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City upon request.
C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

EXHIBIT E
CERTIFICATES OF INSURANCE

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Neighborhood Park Improvements Construction Contract

SUGGESTED ACTION:
Consideration and possible action to approve contract with Choice Builders of Temple, TX in the amount of $623,935.90 for Parkland Improvements of Donegal, Way Point, Vista Vera and Madison Oaks Parks -- Eric Nuner, Parks and Recreation Assistant Director

ITEM SUMMARY:
The development of Donegal Park, Way Point Park, Vista Vera Park, and Madison Oaks Park was identified in the 2022 Parks and Recreation Master Plan and will provide additional recreational opportunities in areas experiencing continued growth. Parks and Recreation staff conducted both online and on-site public input surveys, and the feedback received was used to guide the selection of amenities at each location. Planned improvements include monument signage, picnic pavilions, site furnishings, loop trails, water fountains, tree plantings, and fitness equipment.

Donegal Park is a two-acre parcel located along Donegal Lane, dedicated to the City in 2022 through parkland dedication. Way Point Park is a two-and-a-half-acre parcel located along Doc Lynx Road, dedicated in 2020. Vista Vera Park is a five-acre parcel located along Meadow Wood Cove, dedicated in 2017. Madison Oaks Park is a five-acre parcel located along Madison Oaks Avenue, dedicated in 2003.

Bids for the construction of these neighborhood parks were received on February 26, 2026. A total of ten qualified bids were submitted, with Choice Builders of Temple, Texas identified as the lowest responsive bidder. Choice Builders has successfully completed previous projects in Georgetown, including the San Gabriel Park Phase 3 improvements and the San Gabriel Park Low Water Crossing.

Based on a review of the contractor's current workload, references, and construction history, Covey Landscape Architecture and City staff recommend approval of a construction contract with Choice Builders in the amount of $623,935.90.

FINANCIAL IMPACT:
Funded through Parkland Dedication Special Revenue Fund and Parks CIP Fund

SUBMITTED BY:
Amy Castillo, Parks and Recreation

ATTACHMENTS:
Georgetown Neighborhood Park Improvements - Bid Tabulation.pdf
Neigh Parks Area Map 260414.pdf
2026-03-12 Georgetown Neighborhood Park Improvements - Letter Of Reccomendation.pdf

BID TABULATION
CITY OF GEORGETOWN TEXAS
GEORGETOWN NEIGHBORHOOD PARK IMPROVEMENTS FOR
WAYPOINT PARK, VISTA VERA PARK, MADISON OAKS PARK, AND DONEGAL PARK
FEBRUARY 26, 2026; 2:30

Bid Summary

Item No.	Bid Quantity	Unit	Bid Data Description	Choice Builders 3809 S. General Bruce Dr., Suite 103, Box 103 Temple, TX 76502		AO Services 25565 Ronald Reagan Blvd Georgetown, TX 78633		Patin Construction 3800 W. 2nd Street Taylor, TX 76574		T.F. Harper & Associates LP 1685 S FM 1626 Buda, TX 78610		Construction Solution USA, LLC 1400 Moccassin Trail, Suite 1 Lewisville, TX 75007		Pyramid Construction (Wellcraft Builders) 16756 Marsala Springs Dr. Round Rock, TX 78681	
				Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART A: WAYPOINT PARK (Plan Set Volume 1) BID AMOUNT - (Items A1 - A-43)															
A-1	100%	LS	Insurance, Bonds and Mobilization, not to exceed 5% of Bid, Complete for	$ 11,000.00	$ 11,000.00	$ 8,000.00	$ 8,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 16,847.52	$ 16,847.52	$ 12,160.00	$ 12,160.00
A-2	100%	LS	Provide Labor, Equipment, Tools and Supervision to Complete Preparation of Right-of-way, Complete For	3,000.00	3,000.00	3,600.00	3,600.00	10,000.00	10,000.00	6,140.00	6,140.00	3,350.50	3,350.50	6,333.00	6,333.00
A-3	100%	LS	Implement Barricade, Signing and Traffic Safety Plan (Vehicular and Pedestrian) Control Plan, Complete in Place for	1,000.00	1,000.00	2,274.00	2,274.00	5,000.00	5,000.00	3,162.50	3,162.50	304.59	304.59	3,167.00	3,167.00
A-4	0%	LS	Provide DVD of Right-of-Way Preconstruction and Post Construction Site Conditions for the Total Project, Complete for	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
A-5	100%	LS	Prepare Stormwater Pollution Prevention Plan, including submission to and receiving permits from Texas Commission on Environmental Quality (TCEQ), complete for	3,400.00	3,400.00	3,000.00	3,000.00	3,000.00	3,000.00	1,875.65	1,875.65	841.64	841.64	2,280.00	2,280.00
A-6	1	EA	Furnish, install, maintain and remove consturction entrance, complete for	2,100.00	2,100.00	3,768.00	3,768.00	2,000.00	2,000.00	2,875.00	2,875.00	3,045.91	3,045.91	1,900.00	1,900.00
A-7	510	LF	Furnish, install, maintain and remove Silt Fence, Including Revegetation for Bare Spots After Removal, Complete for	3.00	1,530.00	4.52	2,305.20	5.00	2,550.00	3.97	* 2,024.70	3.08	1,570.80	6.25	3,187.50
A-8	1370	LF	Furnish, install, maintain and remove Tree Protection, complete for	5.00	6,850.00	7.15	9,795.50	7.00	9,590.00	6.04	* 8,274.80	4.92	6,740.40	7.50	10,275.00
A-9	1	LS	Removal and Disposal of Existing Structure Per the Plans, Complete for	2,000.00	2,000.00	3,000.00	3,000.00	7,500.00	7,500.00	10,712.00	10,712.00	3,045.91	3,045.91	3,800.00	3,800.00
A-10	140	CY	For Unclassified Excavation, Complete for	48.00	6,720.00	60.00	8,400.00	30.00	4,200.00	107.00	14,980.00	97.47	13,645.80	25.25	3,535.00
A-11	10	CY	For Unclassified Fill, Complete for	37.00	370.00	60.00	600.00	20.00	200.00	107.00	1,070.00	146.20	1,462.00	38.00	380.00
A-12	525	SY	Furnish and Install 4" Thick Concrete Sidewalk and Pads for Benches and Picnic Tables, Complete for	94.00	49,350.00	79.20	41,580.00	75.00	39,375.00	70.00	36,750.00	103.56	54,369.00	84.25	44,231.25
A-13	0	SY	Furnish and Install 6" Thick Concrete Pad for Benches and Picnic Tables, Complete for	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
A-14	31	LF	Furnish and Install 6" Wide Concrete Edging, Complete for	31.00	961.00	30.00	930.00	40.00	1,240.00	24.00	744.00	26.80	830.80	27.10	840.10
A-15	1	EA	City of Georgetown To Furnish and Contractor To Install Trash Receptacle, Including Concrete Pad and All Items & Appurtenances, Complete for	800.00	800.00	1,110.00	1,110.00	850.00	850.00	1,120.00	1,120.00	304.00	304.00	652.00	652.00
A-16	1	EA	City of Georgetown To Furnish and Contractor To Install Water Fountain, Including Concrete Pad and All Items & Appurtenances, Complete for	1,100.00	1,100.00	1,920.00	1,920.00	17,500.00	17,500.00	13,800.00	13,800.00	3,350.50	3,350.50	4,243.50	4,243.50
A-17	1	EA	City of Georgetown To Furnish and Contractor To Install Pet Waste Dispenser, Including Concrete Pad and All Items & Appurtenances, Complete For	350.00	350.00	600.00	600.00	750.00	750.00	762.50	762.50	304.59	304.59	506.75	506.75
A-18	1	EA	City of Georgetown To Furnish and Contractor To Install Workout Equipment, Including Concrete Pad Footings, Surfacing and All Items & Appurtenances, Complete For	67,000.00	67,000.00	6,600.00	6,600.00	15,000.00	15,000.00	11,770.00	11,770.00	47,514.20	47,514.20	58,724.42	58,724.42
A-19	1	EA	City of Georgetown To Furnish and Contractor To Install Accessible Picnic Table, Complete For	200.00	200.00	360.00	360.00	1,000.00	1,000.00	852.50	852.50	304.59	304.59	380.00	380.00
A-20	4	EA	City of Georgetown To Furnish and Contractor To Install Seat Bench, Complete For	200.00	800.00	300.00	1,200.00	1,000.00	4,000.00	562.50	2,250.00	304.59	1,218.36	634.00	2,536.00
A-21	7	CY	Furnish & Install River rock, 6" Depth, Complete For	135.00	945.00	180.00	1,260.00	200.00	1,400.00	454.25	3,179.75	121.84	852.88	253.50	1,774.50
A-22	383	SF	Furnish & Install Filter Fabric for Aggregate Beds, Complete For	0.30	114.90	0.54	206.82	1.00	383.00	2.59	991.97	1.04	398.32	3.35	1,283.05
A-23	4	EA	Furnish & Install Large Natural Boulder, Complete For	400.00	1,600.00	300.00	1,200.00	750.00	3,000.00	603.75	2,415.00	913.77	3,655.08	317.00	1,268.00
A-24	1	LS	Furnish & Install Monument Sign, Including All Items & Appurtenances, Complete For	10,300.00	10,300.00	29,796.30	29,796.30	15,000.00	15,000.00	6,700.00	6,700.00	9,631.13	9,631.13	20,267.00	20,267.00
A-25	20485	SF	Furnish & Install Native Seed Mix Hydroseed with Flexible Growth Medium, Complete For	0.60	12,291.00	0.15	3,072.75	0.25	5,121.25	0.86	* 17,617.10	0.30	6,145.50	0.70	14,339.50
A-26	122	CY	Furnish & Install 2" of Topsoil For All Areas to Receive Hydroseed, Complete For	15.00	1,830.00	61.99	7,562.78	85.00	10,370.00	62.10	7,576.20	121.84	14,864.48	63.75	7,777.50
A-27	1	EA	Furnish and Install 2" Water Service Connection to Existing 12" Waterline, Complete For	5,100.00	5,100.00	600.00	600.00	2,500.00	2,500.00	8,500.00	8,500.00	12,183.63	12,183.63	3,800.00	3,800.00
A-28	10	LF	Furnish and Install 2" PVC Waterline, Complete for	180.00	1,800.00	36.00	360.00	100.00	1,000.00	62.00	620.00	67.01	670.10	97.00	970.00
A-29	65	LF	Furnish and Install 1" PVC Waterline, Complete for	160.00	10,400.00	30.00	1,950.00	75.00	4,875.00	45.00	2,925.00	54.83	3,563.95	92.00	5,980.00
A-30	0	EA	Furnish and Install 1"- 90° Bend, Complete For	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
A-31	1	EA	Furnish and Install 1"- 22.5° Bend, Complete For	360.00	360.00	60.00	60.00	250.00	250.00	180.00	180.00	18.28	18.28	63.50	63.50
A-32	1	EA	Furnish and Install 1" Water Meter Water Service Connection, Complete For	5,800.00	5,800.00	900.00	900.00	2,500.00	2,500.00	2,800.00	2,800.00	913.77	913.77	1,266.75	1,266.75
A-33	200%	EA	Furnish and Install 1" Gate Valve with Valve Box, Complete For	350.00	700.00	420.00	840.00	1,000.00	2,000.00	450.00	900.00	913.77	1,827.54	1,013.50	2,027.00
A-34	200%	EA	Furnish and Install 1" PVC Waterline Cap, Complete For	220.00	440.00	60.00	120.00	250.00	500.00	105.00	210.00	36.55	73.10	95.00	190.00
A-35	0	LS	For Providing & Installing an Irrigation System, Signed & Sealed by a State of Texas Licensed Irrigation Designer, To Include Adjustment of Existing System To Provide Compelte Coverage, Complete For	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
A-36	40	LF	Furnish and Install 4" Schedule 40 PVC Sleeves, Complete For	10.00	400.00	42.00	1,680.00	40.00	1,600.00	52.00	2,080.00	12.18	487.20	45.00	1,800.00
A-37		LS	City of Georgetown Force Account For	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
A-38	1	EA	Furnish and Install 1"x1" Tee, Complete For	320.00	320.00	90.00	90.00	150.00	150.00	75.00	75.00	18.28	18.28	126.50	126.50
A-39	30	CY	Excavation for Workout Equipment, Poured in Place Rubber Surfacing and Edging, Complete For	48.00	1,440.00	78.00	2,340.00	30.00	900.00	107.00	3,210.00	121.84	3,655.20	63.50	1,905.00
A-40	85	LF	Furnish and Install Poured in Place Rubber Surfacing Edging, Complete For	32.00	2,720.00	96.00	8,160.00	400.00	34,000.00	52.00	4,420.00	26.80	2,278.00	25.00	2,125.00
A-41	180	LF	Furnish and Install Drainage System for Workout Equipment, Including All Appurtenances and Items for a Fully Functioning System, Complete For	9.00	1,620.00	78.00	14,040.00	40.00	7,200.00	39.00	7,020.00	97.47	17,544.60	92.00	16,560.00
A-42	1	EA	Furnish and Install Drain to Daylight Treatment, Complete For	123.00	123.00	2,340.00	2,340.00	2,500.00	2,500.00	1,200.00	1,200.00	3,655.09	3,655.09	2,533.50	2,533.50
A-43	45	LF	For Construction of 1'-0" Depth Concrete Turn Down Edge Along Sidewalk Adjacent to Workout Pad Per Detail, Complete for	39.00	1,755.00	78.00	3,510.00	40.00	1,800.00	52.00	2,340.00	26.80	1,206.00	24.50	1,102.50
PART A: WAYPOINT PARK (Plan Set Volume 1) BID AMOUNT - (Items A1 - A-43)					$ 218,589.90		$ 179,131.35		$ 230,804.25		** $ 204,123.67		** $ 242,693.24		$ 246,290.82

* Extended amount has been corrected.
** Total amount has been corrected.

BID TABULATION
CITY OF GEORGETOWN TEXAS
GEORGETOWN NEIGHBORHOOD PARK IMPROVEMENTS FOR
WAYPOINT PARK, VISTA VERA PARK, MADISON OAKS PARK, AND DONEGAL PARK
FEBRUARY 26, 2026; 2:30

Bid Summary

Item No.	Bid Quantity	Unit	Bid Data Description	Denco Solutions, LLC 5525 Lyons Road Garland, TX 75043		BSH Construction 1700 Canyon Springs Belton, TX 76513		Jerdon Enterprise, L.P. 13403 Redfish Lane Stafford, TX 77477		Ratliff Hardscpae 1740 Midway Rd Lewisville, TX 75056		RHB Construction Group 44 East Avenue Uni 1601 Austin, TX 78701	
				Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART A: WAYPOINT PARK (Plan Set Volume 1) BID AMOUNT - (Items A1 - A-43)													
A-1	100%	LS	Insurance, Bonds and Mobilization, not to exceed 5% of Bid, Complete for	$ 7,975.91	$ 7,975.91	$ 12,500.00	$ 12,500.00	$ 12,430.00	$ 12,430.00	$ 15,342.00	$ 15,342.00		
A-2	100%	LS	Provide Labor, Equipment, Tools and Supervision to Complete Preparation of Right-of-way, Complete For	7,320.00	7,320.00	25,800.00	25,800.00	18,499.00	18,499.00	114,400.00	114,400.00		
A-3	100%	LS	Implement Barricade, Signing and Traffic Safety Plan (Vehicular and Pedestrian) Control Plan, Complete in Place for	5,880.00	5,880.00	3,600.00	3,600.00	2,113.00	2,113.00	19,500.00	19,500.00		
A-4	0%	LS	Provide DVD of Right-of-Way Preconstruction and Post Construction Site Conditions for the Total Project, Complete for	0.00	-	0.00	-	0.00	-	0.00	-		
A-5	100%	LS	Prepare Stormwater Pollution Prevention Plan, including submission to and receiving permits from Texas Commission on Environmental Quality (TCEQ), complete for	2,330.00	2,330.00	4,900.00	4,900.00	3,221.00	3,221.00	1,560.00	1,560.00		
A-6	1	EA	Furnish, install, maintain and remove consturction entrance, complete for	2,576.35	2,576.35	3,250.00	3,250.00	2,825.00	2,825.00	4,290.00	4,290.00		
A-7	510	LF	Furnish, install, maintain and remove Silt Fence, Including Revegetation for Bare Spots After Removal, Complete for	6.41	* 3,269.10	5.00	2,550.00	6.00	3,060.00	7.25	3,697.50		
A-8	1370	LF	Furnish, install, maintain and remove Tree Protection, complete for	7.93	10,864.10	2.75	3,767.50	6.00	8,220.00	13.00	17,810.00		
A-9	1	LS	Removal and Disposal of Existing Structure Per the Plans, Complete for	7,710.00	7,710.00	6,000.00	6,000.00	10,191.00	10,191.00	20,280.00	20,280.00		
A-10	140	CY	For Unclassified Excavation, Complete for	62.83	8,796.20	127.00	17,780.00	29.00	4,060.00	35.75	5,005.00		
A-11	10	CY	For Unclassified Fill, Complete for	115.90	1,159.00	60.00	600.00	33.00	330.00	70.25	702.50		
A-12	525	SY	Furnish and Install 4" Thick Concrete Sidewalk and Pads for Benches and Picnic Tables, Complete for	146.40	76,860.00	80.00	42,000.00	177.00	92,925.00	81.75	42,918.75		
A-13	0	SY	Furnish and Install 6" Thick Concrete Pad for Benches and Picnic Tables, Complete for	0.00	-	0.00	-	0.00	-	0.00	-		
A-14	31	LF	Furnish and Install 6" Wide Concrete Edging, Complete for	30.50	945.50	90.00	2,790.00	33.00	1,023.00	39.00	1,209.00		
A-15	1	EA	City of Georgetown To Furnish and Contractor To Install Trash Receptacle, Including Concrete Pad and All Items & Appurtenances, Complete for	3,050.00	3,050.00	800.00	800.00	587.00	587.00	553.75	553.75		
A-16	1	EA	City of Georgetown To Furnish and Contractor To Install Water Fountain, Including Concrete Pad and All Items & Appurtenances, Complete for	4,160.00	4,160.00	2,000.00	2,000.00	1,858.00	1,858.00	6,500.00	6,500.00		
A-17	1	EA	City of Georgetown To Furnish and Contractor To Install Pet Waste Dispenser, Including Concrete Pad and All Items & Appurtenances, Complete For	2,330.00	2,330.00	800.00	800.00	497.00	497.00	650.00	650.00		
A-18	1	EA	City of Georgetown To Furnish and Contractor To Install Workout Equipment, Including Concrete Pad Footings, Surfacing and All Items & Appurtenances, Complete For	4,200.00	4,200.00	51,000.00	51,000.00	66,781.00	66,781.00	780.00	780.00		
A-19	1	EA	City of Georgetown To Furnish and Contractor To Install Accessible Picnic Table, Complete For	1,220.00	1,220.00	1,000.00	1,000.00	1,022.00	1,022.00	390.00	390.00		
A-20	4	EA	City of Georgetown To Furnish and Contractor To Install Seat Bench, Complete For	976.00	3,904.00	1,600.00	6,400.00	728.00	2,912.00	325.00	1,300.00		
A-21	7	CY	Furnish & Install River rock, 6" Depth, Complete For	427.00	2,989.00	250.00	1,750.00	528.00	3,696.00	117.00	819.00		
A-22	383	SF	Furnish & Install Filter Fabric for Aggregate Beds, Complete For	3.05	1,168.15	3.50	1,340.50	3.00	1,149.00	5.25	2,010.75		
A-23	4	EA	Furnish & Install Large Natural Boulder, Complete For	915.00	3,660.00	350.00	1,400.00	2,005.00	8,020.00	4,680.00	18,720.00		
A-24	1	LS	Furnish & Install Monument Sign, Including All Items & Appurtenances, Complete For	11,459.02	11,459.02	19,000.00	19,000.00	18,283.00	18,283.00	5,889.00	5,889.00		
A-25	20485	SF	Furnish & Install Native Seed Mix Hydroseed with Flexible Growth Medium, Complete For	0.92	* 18,846.20	0.50	10,242.50	1.00	20,485.00	0.40	8,194.00		
A-26	122	CY	Furnish & Install 2" of Topsoil For All Areas to Receive Hydroseed, Complete For	213.50	26,047.00	79.00	9,638.00	62.00	7,564.00	60.00	7,320.00		
A-27	1	EA	Furnish and Install 2" Water Service Connection to Existing 12" Waterline, Complete For	3,050.00	3,050.00	4,300.00	4,300.00	3,050.00	3,050.00	7,800.00	7,800.00		
A-28	10	LF	Furnish and Install 2" PVC Waterline, Complete for	11.59	115.90	145.00	1,450.00	31.00	310.00	195.00	1,950.00		
A-29	65	LF	Furnish and Install 1" PVC Waterline, Complete for	8.54	555.10	143.00	9,295.00	19.00	1,235.00	195.00	12,675.00		
A-30	0	EA	Furnish and Install 1"- 90° Bend, Complete For	0.00	-	0.00	-	0.00	-	0.00	-		
A-31	1	EA	Furnish and Install 1"- 22.5° Bend, Complete For	61.00	61.00	340.00	340.00	6.00	6.00	1,040.00	1,040.00		
A-32	1	EA	Furnish and Install 1" Water Meter Water Service Connection, Complete For	3,050.00	3,050.00	3,350.00	3,350.00	2,906.00	2,906.00	3,900.00	3,900.00		
A-33	200%	EA	Furnish and Install 1" Gate Valve with Valve Box, Complete For	2,196.00	4,392.00	450.00	900.00	226.00	452.00	1,495.00	2,990.00		
A-34	200%	EA	Furnish and Install 1" PVC Waterline Cap, Complete For	42.70	85.40	350.00	700.00	6.00	12.00	1,170.00	2,340.00		
A-35	0	LS	For Providing & Installing an Irrigation System, Signed & Sealed by a State of Texas Licensed Irrigation Designer, To Include Adjustment of Existing System To Provide Compelte Coverage, Complete For	0.00	-	0.00	-	0.00	-	0.00	-		
A-36	40	LF	Furnish and Install 4" Schedule 40 PVC Sleeves, Complete For	14.95	598.00	75.00	3,000.00	11.00	440.00	214.50	8,580.00		
A-37		LS	City of Georgetown Force Account For	0.00	-	0.00	-	0.00	-	0.00	-		
A-38	1	EA	Furnish and Install 1"x1" Tee, Complete For	42.70	42.70	350.00	350.00	6.00	6.00	1,950.00	1,950.00		
A-39	30	CY	Excavation for Workout Equipment, Poured in Place Rubber Surfacing and Edging, Complete For	61.00	1,830.00	140.00	4,200.00	29.00	870.00	71.50	2,145.00		
A-40	85	LF	Furnish and Install Poured in Place Rubber Surfacing Edging, Complete For	46.36	3,940.60	90.00	7,650.00	26.00	2,210.00	91.00	7,735.00		
A-41	180	LF	Furnish and Install Drainage System for Workout Equipment, Including All Appurtenances and Items for a Fully Functioning System, Complete For	30.50	5,490.00	38.00	6,840.00	17.00	3,060.00	214.50	38,610.00		
A-42	1	EA	Furnish and Install Drain to Daylight Treatment, Complete For	22.50	22.50	1,400.00	1,400.00	1,130.00	1,130.00	2,600.00	2,600.00		
A-43	45	LF	For Construction of 1'-0" Depth Concrete Turn Down Edge Along Sidewalk Adjacent to Workout Pad Per Detail, Complete for	42.70	1,921.50	110.00	4,950.00	26.00	1,170.00	84.50	3,802.50		
PART A: WAYPOINT PARK (Plan Set Volume 1) BID AMOUNT - (Items A1 - A-43)					** $ 243,874.23		$ 279,633.50		$ 308,608.00		$ 397,958.75		$ -

Contractor is deemed non-responsive due to missing line item bids for a portion of the work.

* Extended amount has been corrected.
** Total amount has been corrected.

BID TABULATION
CITY OF GEORGETOWN TEXAS
GEORGETOWN NEIGHBORHOOD PARK IMPROVEMENTS FOR
WAYPOINT PARK, VISTA VERA PARK, MADISON OAKS PARK, AND DONEGAL PARK
FEBRUARY 26, 2026; 2:30

Bid Summary

Item No.	Bid Quantity	Unit	Bid Data Description	Choice Builders 3809 S. General Bruce Dr., Suite 103, Box 103 Temple, TX 76502		AO Services 25565 Ronald Reagan Blvd Georgetown, TX 78633		Patin Construction 3800 W. 2nd Street Taylor, TX 76574		T.F. Harper & Associates LP 1685 S FM 1626 Buda, TX 78610		Construction Solution USA, LLC 1400 Moccassin Trail, Suite 1 Lewisville, TX 75007		Pyramid Construction (Wellcraft Builders) 16756 Marsala Springs Dr. Round Rock, TX 78681	
				Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART B: VISTA VERA PARK (Plan Set Volume 2)															
B-1	100%	LS	Insurance, Bonds and Mobilization, not to exceed 5% of Bid, Complete for	$ 7,000.00	$ 7,000.00	$ 9,295.00	$ 9,295.00	$ 10,000.00	$ 10,000.00	$ 9,500.00	$ 9,500.00	$ 16,448.28	$ 16,448.28	$ 9,897.00	$ 9,897.00
B-2	100%	LS	Provide Labor, Equipment, Tools and Supervision to Complete Preparation of Right-of-way, Complete For	500.00	500.00	3,600.00	3,600.00	10,000.00	10,000.00	6,140.00	6,140.00	0.00	-	6,477.15	6,477.15
B-3	100%	LS	Implement Barricade, Signing and Traffic Safety Plan (Vehicular and Pedestrian) Control Plan, Complete in Place for	500.00	500.00	2,274.00	2,274.00	5,000.00	5,000.00	3,162.50	3,162.50	312.94	312.94	3,238.50	3,238.50
B-4	100%	LS	Provide DVD of Right-of-Way Preconstruction and Post Construction Site Conditions for the Total Project, Complete for	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
B-5	100%	LS	Prepare Stormwater Pollution Prevention Plan, including submission to and receiving permits from Texas Commission on Environmental Quality (TCEQ), complete for	400.00	400.00	3,000.00	3,000.00	3,000.00	3,000.00	1,875.65	1,875.65	874.99	874.99	2,331.75	2,331.75
B-6	1	EA	Furnish, install, maintain and remove consturction entrance, complete for	1,500.00	1,500.00	3,768.00	3,768.00	2,000.00	2,000.00	2,817.50	2,817.50	3,129.43	3,129.43	1,943.15	1,943.15
B-7	1671	LF	Furnish, install, maintain and remove Silt Fence, Including Revegetation for Bare Spots After Removal, Complete for	3.00	5,013.00	4.20	7,018.20	5.00	8,355.00	3.97	* 6,633.87	3.17	5,297.07	6.50	10,861.50
B-8	1240	LF	Furnish, install, maintain and remove Tree Protection, complete for	4.00	4,960.00	7.15	8,866.00	7.00	8,680.00	6.04	* 7,489.60	5.06	6,274.40	7.75	9,610.00
B-9	32	LF	Furnish, install, maintain and remove inlet protection, Complete For	13.00	416.00	19.49	623.68	5.00	160.00	27.60	883.20	18.78	600.96	9.00	288.00
B-10	225	CY	For Unclassified Excavation, Complete for	16.00	3,600.00	60.00	13,500.00	30.00	6,750.00	107.00	24,075.00	100.14	22,531.50	26.00	5,850.00
B-11	100	CY	For Unclassified Fill, Complete for	35.00	3,500.00	60.00	6,000.00	20.00	2,000.00	107.00	10,700.00	150.21	15,021.00	38.50	3,850.00
B-12	850	SY	Furnish and Install 4" Thick Concrete Sidewalk and Pads for Picnic Tables, Complete for	90.00	76,500.00	79.20	67,320.00	75.00	63,750.00	70.00	59,500.00	106.40	90,440.00	86.00	73,100.00
B-13		SY	Furnish and Install 6" Thick Concrete Pad for Picnic Tables and Shade Structure, Complete for	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
B-14	30	LF	Furnish and Install 6" Wide Concrete Edging, Complete for	31.00	930.00	30.00	900.00	40.00	1,200.00	24.00	720.00	27.54	826.20	27.25	817.50
B-15	1	EA	City of Georgetown To Furnish and Contractor To Install Trash Receptacle, Including Concrete Pad and All Items & Appurtenances, Complete for	800.00	800.00	1,050.00	1,050.00	850.00	850.00	1,120.00	1,120.00	312.94	312.94	667.15	667.15
B-16		EA	City of Georgetown To Furnish and Contractor To Install Water Fountain, Including Concrete Pad and All Items & Appurtenances, Complete for	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
B-17	2	EA	City of Georgetown To Furnish and Contractor To Install Pet Waste Dispenser, Including Concrete Pad and All Items & Appurtenances, Complete For	350.00	700.00	600.00	1,200.00	750.00	1,500.00	762.50	1,525.00	312.94	625.88	518.25	1,036.50
B-18	3	EA	City of Georgetown To Furnish and Contractor To Install Accessible Picnic Table, Complete For	200.00	600.00	300.00	900.00	1,000.00	3,000.00	852.50	2,557.50	312.94	938.82	388.75	1,166.25
B-19	3.5	CY	Furnish & Install River rock, 6" Depth, Complete For	135.00	472.50	165.00	577.50	200.00	700.00	454.25	1,589.88	125.18	438.13	259.00	906.50
B-20	187	SF	Furnish & Install Filter Fabric for Aggregate Beds, Complete For	0.30	56.10	0.50	93.50	1.00	187.00	2.59	484.33	1.06	198.22	2.75	514.25
B-21	1	LS	Furnish & Install Monument Sign, Including All Items & Appurtenances, Complete For	9,500.00	9,500.00	29,796.30	29,796.30	15,000.00	15,000.00	6,716.00	6,716.00	9,895.25	9,895.25	20,727.00	20,727.00
B-22	1	LS	Furnish & City of Georgetown To Furnish and Contractor To Install Shade Structure (12' x 14'), Including All Items & Appurtenances, Complete For	2,700.00	2,700.00	10,860.00	10,860.00	18,000.00	18,000.00	9,270.00	9,270.00	15,396.79	15,396.79	9,715.75	9,715.75
B-23	29957	SF	Furnish & Install Native Seed Mix Hydroseed with Flexible Growth Medium, Complete For	0.50	14,978.50	0.15	4,493.55	0.25	7,489.25	0.86	* 25,763.02	0.31	9,286.67	0.70	20,969.90
B-24	186	CY	Furnish & Install 2" of Topsoil For All Areas to Receive Hydroseed, Complete For	20.00	3,720.00	61.99	11,530.14	85.00	15,810.00	62.10	11,550.60	125.18	23,283.48	64.75	12,043.50
B-25	0	EA	Furnish and Install 2" Water Service Connection to Existing 8" Waterline, Complete For	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
B-26	0	LF	Furnish and Install 4" Steel Encasement by Bore, Complete for	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
B-27	0	LF	Furnish and Install 2" PVC Waterline, Complete for	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
B-28	0	LF	Furnish and Install 1" PVC Waterline, Complete for	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
B-29	0	EA	Furnish and Install 1" Water Meter, Complete For	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
B-30	0	EA	Furnish and Install 1"- 22.5° Bend, Complete For	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
B-31	0	EA	Furnish and Install 1"- 45° Bend, Complete For	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
B-32	0	EA	Connect to Existing Water Service Line, Complete For	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
B-33	0%	EA	Furnish and Install 1" PVC Waterline Cap, Complete For	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
B-34	0%	EA	Furnish and Install 1" Gate Valve with Valve Box, Complete For	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
B-35	0	EA	Furnish and Install 2" Gate Valve with Valve Box, Complete For	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
B-36	0	LS	For Providing & Installing an Irrigation System, Signed & Sealed by a State of Texas Licensed Irrigation Designer, To Include Adjustment of Existing System To Provide Complete Coverage, Complete For	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
B-37	0	LS	City of Georgetown Force Account For	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
PART B: VISTA VERA PARK (Plan Set Volume 2) - (Items A1 - A-37)					$ 138,346.10		$ 186,665.87		$ 183,431.25		** $ 194,073.65		$ 222,132.95		$ 196,011.35

* Extended amount has been corrected.
** Total amount has been corrected.

BID TABULATION
CITY OF GEORGETOWN TEXAS
GEORGETOWN NEIGHBORHOOD PARK IMPROVEMENTS FOR
WAYPOINT PARK, VISTA VERA PARK, MADISON OAKS PARK, AND DONEGAL PARK
FEBRUARY 26, 2026; 2:30

Bid Summary

Item No.	Bid Quantity	Unit	Bid Data Description	Denco Solutions, LLC 5525 Lyons Road Garland, TX 75043		BSH Construction 1700 Canyon Springs Belton, TX 76513		Jerdon Enterprise, L.P. 13403 Redfish Lane Stafford, TX 77477		Ratliff Hardscpae 1740 Midway Rd Lewisville, TX 75056		RHB Construction Group 44 East Avenue Uni 1601 Austin, TX 78701	
				Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART B: VISTA VERA PARK (Plan Set Volume 2)													
B-1	100%	LS	Insurance, Bonds and Mobilization, not to exceed 5% of Bid, Complete for	$ 10,020.10	$ 10,020.10	$ 10,500.00	$ 10,500.00	$ 15,255.00	$ 15,255.00	$ 21,842.00	$ 21,842.00		
B-2	100%	LS	Provide Labor, Equipment, Tools and Supervision to Complete Preparation of Right-of-way, Complete For	7,320.00	7,320.00	25,000.00	25,000.00	21,251.00	21,251.00	2,600.00	2,600.00		
B-3	100%	LS	Implement Barricade, Signing and Traffic Safety Plan (Vehicular and Pedestrian) Control Plan, Complete in Place for	5,880.00	5,880.00	5,400.00	5,400.00	2,113.00	2,113.00	19,500.00	19,500.00		
B-4	100%	LS	Provide DVD of Right-of-Way Preconstruction and Post Construction Site Conditions for the Total Project, Complete for	0.00	-	0.00	-	0.00	-	0.00	-		
B-5	100%	LS	Prepare Stormwater Pollution Prevention Plan, including submission to and receiving permits from Texas Commission on Environmental Quality (TCEQ), complete for	1,830.00	1,830.00	4,900.00	4,900.00	3,221.00	3,221.00	1,560.00	1,560.00		
B-6	1	EA	Furnish, install, maintain and remove consturction entrance, complete for	2,576.35	2,576.35	3,250.00	3,250.00	2,825.00	2,825.00	4,810.00	4,810.00		
B-7	1671	LF	Furnish, install, maintain and remove Silt Fence, Including Revegetation for Bare Spots After Removal, Complete for	6.41	* 10,711.11	5.00	8,355.00	6.00	10,026.00	7.00	11,697.00		
B-8	1240	LF	Furnish, install, maintain and remove Tree Protection, complete for	7.93	9,833.20	2.75	3,410.00	6.00	7,440.00	11.70	14,508.00		
B-9	32	LF	Furnish, install, maintain and remove inlet protection, Complete For	17.13	* 548.16	30.00	960.00	28.00	896.00	130.00	4,160.00		
B-10	225	CY	For Unclassified Excavation, Complete for	62.83	14,136.75	127.00	28,575.00	29.00	6,525.00	35.50	7,987.50		
B-11	100	CY	For Unclassified Fill, Complete for	115.90	11,590.00	60.00	6,000.00	33.00	3,300.00	70.20	7,020.00		
B-12	850	SY	Furnish and Install 4" Thick Concrete Sidewalk and Pads for Picnic Tables, Complete for	146.40	124,440.00	80.00	68,000.00	177.00	150,450.00	68.25	58,012.50		
B-13		SY	Furnish and Install 6" Thick Concrete Pad for Picnic Tables and Shade Structure, Complete for	0.00	-	0.00	-	0.00	-	0.00	-		
B-14	30	LF	Furnish and Install 6" Wide Concrete Edging, Complete for	30.50	915.00	90.00	2,700.00	33.00	990.00	39.00	1,170.00		
B-15	1	EA	City of Georgetown To Furnish and Contractor To Install Trash Receptacle, Including Concrete Pad and All Items & Appurtenances, Complete for	3,050.00	3,050.00	800.00	800.00	587.00	587.00	325.00	325.00		
B-16		EA	City of Georgetown To Furnish and Contractor To Install Water Fountain, Including Concrete Pad and All Items & Appurtenances, Complete for	0.00	-	0.00	-	0.00	-	0.00	-		
B-17	2	EA	City of Georgetown To Furnish and Contractor To Install Pet Waste Dispenser, Including Concrete Pad and All Items & Appurtenances, Complete For	1,830.00	3,660.00	800.00	1,600.00	497.00	994.00	325.00	650.00		
B-18	3	EA	City of Georgetown To Furnish and Contractor To Install Accessible Picnic Table, Complete For	1,220.00	3,660.00	1,000.00	3,000.00	1,022.00	3,066.00	325.00	975.00		
B-19	3.5	CY	Furnish & Install River rock, 6" Depth, Complete For	427.00	1,494.50	250.00	875.00	528.00	1,848.00	117.00	* 409.50		
B-20	187	SF	Furnish & Install Filter Fabric for Aggregate Beds, Complete For	3.05	570.35	4.00	748.00	3.00	561.00	5.25	981.75		
B-21	1	LS	Furnish & Install Monument Sign, Including All Items & Appurtenances, Complete For	11,458.80	11,458.80	19,000.00	19,000.00	18,283.00	18,283.00	5,888.00	5,888.00		
B-22	1	LS	Furnish & City of Georgetown To Furnish and Contractor To Install Shade Structure (12' x 14'), Including All Items & Appurtenances, Complete For	6,100.00	6,100.00	13,500.00	13,500.00	18,836.00	18,836.00	8,606.00	8,606.00		
B-23	29957	SF	Furnish & Install Native Seed Mix Hydroseed with Flexible Growth Medium, Complete For	0.92	* 27,560.44	0.50	14,978.50	1.00	29,957.00	0.40	11,982.80		
B-24	186	CY	Furnish & Install 2" of Topsoil For All Areas to Receive Hydroseed, Complete For	213.50	39,711.00	79.00	14,694.00	62.00	11,532.00	60.00	11,160.00		
B-25	0	EA	Furnish and Install 2" Water Service Connection to Existing 8" Waterline, Complete For	0.00	-	0.00	-	0.00	-	0.00	-		
B-26	0	LF	Furnish and Install 4" Steel Encasement by Bore, Complete for	0.00	-	0.00	-	0.00	-	0.00	-		
B-27	0	LF	Furnish and Install 2" PVC Waterline, Complete for	0.00	-	0.00	-	0.00	-	0.00	-		
B-28	0	LF	Furnish and Install 1" PVC Waterline, Complete for	0.00	-	0.00	-	0.00	-	0.00	-		
B-29	0	EA	Furnish and Install 1" Water Meter, Complete For	0.00	-	0.00	-	0.00	-	0.00	-		
B-30	0	EA	Furnish and Install 1"- 22.5° Bend, Complete For	0.00	-	0.00	-	0.00	-	0.00	-		
B-31	0	EA	Furnish and Install 1"- 45° Bend, Complete For	0.00	-	0.00	-	0.00	-	0.00	-		
B-32	0	EA	Connect to Existing Water Service Line, Complete For	0.00	-	0.00	-	0.00	-	0.00	-		
B-33	0%	EA	Furnish and Install 1" PVC Waterline Cap, Complete For	0.00	-	0.00	-	0.00	-	0.00	-		
B-34	0%	EA	Furnish and Install 1" Gate Valve with Valve Box, Complete For	0.00	-	0.00	-	0.00	-	0.00	-		
B-35	0	EA	Furnish and Install 2" Gate Valve with Valve Box, Complete For	0.00	-	0.00	-	0.00	-	0.00	-		
B-36	0	LS	For Providing & Installing an Irrigation System, Signed & Sealed by a State of Texas Licensed Irrigation Designer, To Include Adjustment of Existing System To Provide Complete Coverage, Complete For	0.00	-	0.00	-	0.00	-	0.00	-		
B-37	0	LS	City of Georgetown Force Account For	0.00	-	0.00	-	0.00	-	0.00	-		
PART B: VISTA VERA PARK (Plan Set Volume 2) - (Items A1 - A-37)				**	$ 297,065.76		$ 236,245.50		$ 309,956.00	**	$ 195,845.05		$ -

Contractor is deemed non-responsive due to missing line item bids for a portion of the work.

* Extended amount has been corrected.
** Total amount has been corrected.

BID TABULATION
CITY OF GEORGETOWN TEXAS
GEORGETOWN NEIGHBORHOOD PARK IMPROVEMENTS FOR
WAYPOINT PARK, VISTA VERA PARK, MADISON OAKS PARK, AND DONEGAL PARK
FEBRUARY 26, 2026; 2:30

Bid Summary

Item No.	Bid Quantity	Unit	Bid Data Description	Choice Builders 3809 S. General Bruce Dr., Suite 103, Box 103 Temple, TX 76502		AO Services 25565 Ronald Reagan Blvd Georgetown, TX 78633		Patin Construction 3800 W. 2nd Street Taylor, TX 76574		T.F. Harper & Associates LP 1685 S FM 1626 Buda, TX 78610		Construction Solution USA, LLC 1400 Moccassin Trail, Suite 1 Lewisville, TX 75007		Pyramid Construction (Wellcraft Builders) 16756 Marsala Springs Dr. Round Rock, TX 78681	
				Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART C: MADISON OAKS PARK (Plan Set Volume 3)															
C-1	100%	LS	Insurance, Bonds and Mobilization, not to exceed 5% of Bid, Complete for	$ 6,000.00	$ 6,000.00	$ 5,765.00	$ 5,765.00	$ 10,000.00	$ 10,000.00	$ 8,500.00	$ 8,500.00	$ 12,164.35	$ 12,164.35	$ 9,662.50	$ 9,662.50
C-2	100%	LS	Provide Labor, Equipment, Tools and Supervision to Complete Preparation of Right-of-way, Complete For	500.00	500.00	3,600.00	3,600.00	10,000.00	10,000.00	6,140.00	6,140.00	0.00	-	1,877.50	1,877.50
C-3	100%	LS	Implement Barricade, Signing and Traffic Safety Plan (Vehicular and Pedestrian) Control Plan, Complete in Place for	500.00	500.00	2,274.00	2,274.00	5,000.00	5,000.00	3,162.50	3,162.50	323.52	323.52	2,503.00	2,503.00
C-4	100%	LS	Provide DVD of Right-of-Way Preconstruction and Post Construction Site Conditions for the Total Project, Complete for	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
C-5	100%	LS	Prepare Stormwater Pollution Prevention Plan, including submission to and receiving permits from Texas Commission on Environmental Quality (TCEQ), complete for	400.00	400.00	3,000.00	3,000.00	3,000.00	3,000.00	1,875.65	1,875.65	904.56	904.56	2,253.00	2,253.00
C-6	1	EA	Furnish, install, maintain and remove consturction entrance, complete for	2,100.00	2,100.00	3,768.00	3,768.00	2,000.00	2,000.00	2,817.50	2,817.50	3,235.20	3,235.20	1,877.50	1,877.50
C-7	450	LF	Furnish, install, maintain and remove Silt Fence, Including Revegetation for Bare Spots After Removal, Complete for	3.00	1,350.00	4.55	2,047.50	5.00	2,250.00	4.42	* 1,989.00	3.27	1,471.50	6.00	2,700.00
C-8	443	LF	Furnish, install, maintain and remove Tree Protection, complete for	4.00	1,772.00	7.15	3,167.45	7.00	3,101.00	6.04	* 2,675.72	5.23	2,316.89	7.50	3,322.50
C-9	75	CY	For Unclassified Excavation, Complete for	16.00	1,200.00	60.00	4,500.00	30.00	2,250.00	107.00	8,025.00	103.53	7,764.75	25.00	1,875.00
C-10	15	CY	For Unclassified Fill, Complete for	37.00	555.00	60.00	900.00	20.00	300.00	107.00	1,605.00	155.29	2,329.35	37.50	562.50
C-11	182	SY	Furnish and Install 4" Thick Concrete Sidewalk and Pads for Picnic Tables, Complete for	94.00	17,108.00	79.20	14,414.40	75.00	13,650.00	70.00	12,740.00	110.00	20,020.00	83.15	15,133.30
C-12	50	LF	Furnish and Install 6" Wide Concrete Edging, Complete for	31.00	1,550.00	30.00	1,500.00	40.00	2,000.00	24.00	1,200.00	28.47	1,423.50	29.75	1,487.50
C-13	1	EA	City of Georgetown To Furnish and Contractor To Install Trash Receptacle, Including Concrete Pad and All Items & Appurtenances, Complete for	800.00	800.00	1,110.00	1,110.00	850.00	850.00	1,120.00	1,120.00	323.52	323.52	644.50	644.50
C-14	1	EA	City of Georgetown To Furnish and Contractor To Install Water Fountain, Including Concrete Pad and All Items & Appurtenances, Complete for	1,100.00	1,100.00	1,920.00	1,920.00	5,000.00	5,000.00	13,800.00	13,800.00	3,235.20	3,235.20	4,192.85	4,192.85
C-15	1	EA	City of Georgetown To Furnish and Contractor To Install Pet Waste Dispenser, Including Concrete Pad and All Items & Appurtenances, Complete For	350.00	350.00	600.00	600.00	750.00	750.00	762.50	762.50	323.52	323.52	500.50	500.50
C-16	2	EA	City of Georgetown To Furnish and Contractor To Install Accessible Picnic Table and 8' x 8' Shade Structure, Complete For	1,600.00	3,200.00	300.00	600.00	15,000.00	30,000.00	3,170.00	6,340.00	8,799.74	17,599.48	8,841.15	17,682.30
C-17	3	CY	Furnish & Install River rock, 6" Depth, Complete For	135.00	405.00	165.00	495.00	200.00	600.00	454.25	1,362.75	129.41	388.23	250.00	750.00
C-18	164	SF	Furnish & Install Filter Fabric for Aggregate Beds, Complete For	0.30	49.20	0.50	82.00	1.00	164.00	2.59	* 424.76	1.10	180.40	2.75	451.00
C-19	1	LS	Furnish & Install Monument Sign, Including All Items & Appurtenances, Complete For	10,300.00	10,300.00	29,796.30	29,796.30	15,000.00	15,000.00	6,716.00	6,716.00	10,299.70	10,299.70	20,025.50	20,025.50
C-20	12362	SF	Furnish & Install Native Seed Mix Hydroseed with Flexible Growth Medium, Complete For	0.60	7,417.20	0.15	1,854.30	0.25	3,090.50	0.86	* 10,631.32	0.32	3,955.84	0.70	8,653.40
C-21	77	CY	Furnish & Install 2" of Topsoil For All Areas to Receive Hydroseed, Complete For	26.00	2,002.00	67.62	5,206.74	85.00	6,545.00	60.00	4,620.00	129.41	9,964.57	62.75	4,831.75
C-22	10	LF	Furnish and Install 2" PVC Waterline, Complete for	180.00	1,800.00	36.00	360.00	100.00	1,000.00	62.00	620.00	84.12	841.20	56.75	567.50
C-23	240	LF	Furnish and Install 1" PVC Waterline, Complete for	88.00	21,120.00	30.00	7,200.00	75.00	18,000.00	45.00	10,800.00	77.64	18,633.60	43.55	10,452.00
C-24		EA	Furnish and Install 1"- 90° Bend, Complete For	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
C-25	1	EA	Furnish and Install 1"- 22.5° Bend, Complete For	350.00	350.00	60.00	60.00	250.00	250.00	180.00	180.00	19.41	19.41	62.50	62.50
C-26	1	EA	Furnish and Install 1"- 11.25° Bend, Complete For	350.00	350.00	60.00	60.00	250.00	250.00	180.00	180.00	19.41	19.41	62.50	62.50
C-27	1	EA	Connect to Existing Water Service Line, Complete For	5,000.00	5,000.00	600.00	600.00	5,000.00	5,000.00	2,400.00	2,400.00	10,999.68	10,999.68	3,129.00	3,129.00
C-28	1	EA	Furnish and Install 1" PVC Waterline Cap, Complete For	200.00	200.00	60.00	60.00	250.00	250.00	150.00	150.00	19.41	19.41	93.75	93.75
C-29	1	EA	Furnish and Install 2" Gate Valve with Valve Box, Complete For	1,500.00	1,500.00	540.00	540.00	2,500.00	2,500.00	650.00	650.00	1,941.12	1,941.12	1,564.50	1,564.50
C-30	1	EA	Furnish and Install 1" Gate Valve with Valve Box, Complete For	350.00	350.00	420.00	420.00	1,000.00	1,000.00	650.00	650.00	970.56	970.56	1,001.25	1,001.25
C-31	1	LS	For Providing & Installing an Irrigation System, Signed & Sealed by a State of Texas Licensed Irrigation Designer, To Include Adjustment of Existing System To Provide Complete Coverage, Complete For	15,700.00	15,700.00	16,775.00	16,775.00	12,000.00	12,000.00	40,000.00	40,000.00	10,352.64	10,352.64	25,032.00	25,032.00
C-32	40	LF	Furnish and Install 4" Schedule 40 PVC Sleeves, Complete For	10.00	400.00	42.00	1,680.00	40.00	1,600.00	39.00	1,560.00	12.94	517.60	43.85	1,754.00
C-33		LS	City of Georgetown Force Account For	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
C-34	200%	EA	Furnish and Install Bald Cypress, 100 Gallon, Complete For	1,400.00	2,800.00	1,488.44	2,976.88	1,500.00	3,000.00	1,868.75	3,737.50	1,099.97	2,199.94	3,942.50	7,885.00
C-35	2	EA	Furnish and Install Cedar Elm, 100 Gallon, Complete For	1,400.00	2,800.00	1,488.44	2,976.88	1,500.00	3,000.00	1,868.75	3,737.50	1,099.97	2,199.94	3,942.75	7,885.50
C-36	2	EA	Furnish and Install Chinkapin Oak, 100 Gallon, Complete For	1,500.00	3,000.00	1,488.44	2,976.88	1,500.00	3,000.00	2,029.75	4,059.50	1,099.97	2,199.94	3,942.50	7,885.00
C-37	2	EA	Furnish and Install Live Oak, 100 Gallon, Complete For	1,300.00	2,600.00	1,488.44	2,976.88	1,500.00	3,000.00	1,719.25	3,438.50	1,099.97	2,199.94	3,942.50	7,885.00
C-38	2	EA	Furnish and Install Monterey Oak, 100 Gallon, Complete For	1,300.00	2,600.00	1,488.44	2,976.88	1,500.00	3,000.00	1,719.25	3,438.50	1,099.97	2,199.94	3,942.50	7,885.00
C-39	2	EA	Furnish and Install Texas Red Oak, 100 Gallon, Complete For	1,300.00	2,600.00	1,488.44	2,976.88	1,500.00	3,000.00	1,868.75	3,737.50	1,099.97	2,199.94	3,942.50	7,885.00
C-40	1	EA	Furnish and Install 1" Water Meter, Complete For	3,500.00	3,500.00	16,775.00	16,775.00	2,500.00	2,500.00	1,200.00	1,200.00	1,941.12	1,941.12	1,251.75	1,251.75
C-41	2	EA	Furnish and Install 1"- 45° Bend, Complete For	350.00	700.00	60.00	120.00	250.00	500.00	80.00	160.00	19.41	38.82	93.85	187.70
PART C: MADISON OAKS PARK (Plan Set Volume 3) - (Items A1 - A-41)					$ 126,028.40		$ 149,111.97		$ 178,400.50	**	$ 177,206.70	**	$ 157,718.29		$ 193,455.05

* Extended amount has been corrected.
** Total amount has been corrected.

BID TABULATION
CITY OF GEORGETOWN TEXAS
GEORGETOWN NEIGHBORHOOD PARK IMPROVEMENTS FOR
WAYPOINT PARK, VISTA VERA PARK, MADISON OAKS PARK, AND DONEGAL PARK
FEBRUARY 26, 2026; 2:30

Bid Summary

Item No.	Bid Quantity	Unit	Bid Data Description	Denco Solutions, LLC 5525 Lyons Road Garland, TX 75043		BSH Construction 1700 Canyon Springs Belton, TX 76513		Jerdon Enterprise, L.P. 13403 Redfish Lane Stafford, TX 77477		Ratliff Hardscpae 1740 Midway Rd Lewisville, TX 75056		RHB Construction Group 44 East Avenue Uni 1601 Austin, TX 78701	
				Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART C: MADISON OAKS PARK (Plan Set Volume 3)													
C-1	100%	LS	Insurance, Bonds and Mobilization, not to exceed 5% of Bid, Complete for	$ 6,448.59	$ 6,448.59	$ 10,400.00	$ 10,400.00	$ 7,063.00	$ 7,063.00	$ 10,792.00	$ 10,792.00		
C-2	100%	LS	Provide Labor, Equipment, Tools and Supervision to Complete Preparation of Right-of-way, Complete For	7,320.00	7,320.00	26,400.00	26,400.00	10,662.00	10,662.00	97,500.00	97,500.00		
C-3	100%	LS	Implement Barricade, Signing and Traffic Safety Plan (Vehicular and Pedestrian) Control Plan, Complete in Place for	4,880.00	4,880.00	3,200.00	3,200.00	2,113.00	2,113.00	19,500.00	19,500.00		
C-4	100%	LS	Provide DVD of Right-of-Way Preconstruction and Post Construction Site Conditions for the Total Project, Complete for	0.00	-	0.00	-	0.00	-	0.00	-		
C-5	100%	LS	Prepare Stormwater Pollution Prevention Plan, including submission to and receiving permits from Texas Commission on Environmental Quality (TCEQ), complete for	1,830.00	1,830.00	4,900.00	4,900.00	3,221.00	3,221.00	1,560.00	1,560.00		
C-6	1	EA	Furnish, install, maintain and remove consturction entrance, complete for	2,576.35	2,576.35	3,250.00	3,250.00	2,825.00	2,825.00	4,810.00	4,810.00		
C-7	450	LF	Furnish, install, maintain and remove Silt Fence, Including Revegetation for Bare Spots After Removal, Complete for	6.41	* 2,884.50	5.00	2,250.00	6.00	2,700.00	7.00	3,150.00		
C-8	443	LF	Furnish, install, maintain and remove Tree Protection, complete for	7.93	3,512.99	2.75	1,218.25	6.00	2,658.00	11.75	5,205.25		
C-9	75	CY	For Unclassified Excavation, Complete for	62.83	4,712.25	127.00	9,525.00	29.00	2,175.00	35.75	2,681.25		
C-10	15	CY	For Unclassified Fill, Complete for	115.90	1,738.50	60.00	900.00	33.00	495.00	70.20	1,053.00		
C-11	182	SY	Furnish and Install 4" Thick Concrete Sidewalk and Pads for Picnic Tables, Complete for	146.40	26,644.80	80.00	14,560.00	177.00	32,214.00	68.25	12,421.50		
C-12	50	LF	Furnish and Install 6" Wide Concrete Edging, Complete for	30.50	1,525.00	90.00	4,500.00	33.00	1,650.00	39.00	1,950.00		
C-13	1	EA	City of Georgetown To Furnish and Contractor To Install Trash Receptacle, Including Concrete Pad and All Items & Appurtenances, Complete for	3,050.00	3,050.00	800.00	800.00	587.00	587.00	325.00	325.00		
C-14	1	EA	City of Georgetown To Furnish and Contractor To Install Water Fountain, Including Concrete Pad and All Items & Appurtenances, Complete for	3,660.00	3,660.00	2,000.00	2,000.00	1,858.00	1,858.00	6,500.00	6,500.00		
C-15	1	EA	City of Georgetown To Furnish and Contractor To Install Pet Waste Dispenser, Including Concrete Pad and All Items & Appurtenances, Complete For	2,330.00	2,330.00	800.00	800.00	497.00	497.00	325.00	325.00		
C-16	2	EA	City of Georgetown To Furnish and Contractor To Install Accessible Picnic Table and 8' x 8' Shade Structure, Complete For	1,220.00	2,440.00	12,500.00	25,000.00	9,240.00	18,480.00	6,825.00	13,650.00		
C-17	3	CY	Furnish & Install River rock, 6" Depth, Complete For	427.00	1,281.00	250.00	750.00	528.00	1,584.00	117.00	351.00		
C-18	164	SF	Furnish & Install Filter Fabric for Aggregate Beds, Complete For	3.05	500.20	4.00	656.00	3.00	492.00	5.25	861.00		
C-19	1	LS	Furnish & Install Monument Sign, Including All Items & Appurtenances, Complete For	11,458.00	11,458.00	19,000.00	19,000.00	18,283.00	18,283.00	5,889.00	5,889.00		
C-20	12362	SF	Furnish & Install Native Seed Mix Hydroseed with Flexible Growth Medium, Complete For	0.91	* 11,249.42	0.50	6,181.00	1.00	12,362.00	0.40	4,944.80		
C-21	77	CY	Furnish & Install 2" of Topsoil For All Areas to Receive Hydroseed, Complete For	213.50	16,439.50	79.00	6,083.00	62.00	4,774.00	60.00	4,620.00		
C-22	10	LF	Furnish and Install 2" PVC Waterline, Complete for	11.59	115.90	125.00	1,250.00	31.00	310.00	195.00	1,950.00		
C-23	240	LF	Furnish and Install 1" PVC Waterline, Complete for	8.54	2,049.60	120.00	28,800.00	19.00	4,560.00	195.00	46,800.00		
C-24		EA	Furnish and Install 1"- 90° Bend, Complete For	0.00	-	0.00	-	0.00	-	0.00	-		
C-25	1	EA	Furnish and Install 1"- 22.5° Bend, Complete For	61.00	61.00	350.00	350.00	6.00	6.00	1,040.00	1,040.00		
C-26	1	EA	Furnish and Install 1"- 11.25° Bend, Complete For	61.00	61.00	350.00	350.00	6.00	6.00	780.00	780.00		
C-27	1	EA	Connect to Existing Water Service Line, Complete For	2,318.00	2,318.00	4,250.00	4,250.00	2,906.00	2,906.00	3,900.00	3,900.00		
C-28	1	EA	Furnish and Install 1" PVC Waterline Cap, Complete For	42.70	42.70	350.00	350.00	6.00	6.00	1,170.00	1,170.00		
C-29	1	EA	Furnish and Install 2" Gate Valve with Valve Box, Complete For	2,196.00	2,196.00	1,170.00	1,170.00	637.00	637.00	3,185.00	3,185.00		
C-30	1	EA	Furnish and Install 1" Gate Valve with Valve Box, Complete For	2,196.00	2,196.00	450.00	450.00	226.00	226.00	3,120.00	3,120.00		
C-31	1	LS	For Providing & Installing an Irrigation System, Signed & Sealed by a State of Texas Licensed Irrigation Designer, To Include Adjustment of Existing System To Provide Complete Coverage, Complete For	21,960.00	21,960.00	17,400.00	17,400.00	20,961.00	20,961.00	15,028.00	15,028.00		
C-32	40	LF	Furnish and Install 4" Schedule 40 PVC Sleeves, Complete For	14.95	598.00	75.00	3,000.00	11.00	440.00	214.50	8,580.00		
C-33		LS	City of Georgetown Force Account For	0.00	-	0.00	-	0.00	-	0.00	-		
C-34	200%	EA	Furnish and Install Bald Cypress, 100 Gallon, Complete For	2,074.00	4,148.00	2,300.00	4,600.00	1,837.00	3,674.00	372.00	744.00		
C-35	2	EA	Furnish and Install Cedar Elm, 100 Gallon, Complete For	2,074.00	4,148.00	2,370.00	4,740.00	1,837.00	3,674.00	1,207.75	2,415.50		
C-36	2	EA	Furnish and Install Chinkapin Oak, 100 Gallon, Complete For	2,074.00	4,148.00	2,030.00	4,060.00	1,837.00	3,674.00	836.00	1,672.00		
C-37	2	EA	Furnish and Install Live Oak, 100 Gallon, Complete For	2,196.00	4,392.00	1,940.00	3,880.00	1,690.00	3,380.00	1,116.00	2,232.00		
C-38	2	EA	Furnish and Install Monterey Oak, 100 Gallon, Complete For	1,830.00	3,660.00	1,990.00	3,980.00	1,690.00	3,380.00	790.00	1,580.00		
C-39	2	EA	Furnish and Install Texas Red Oak, 100 Gallon, Complete For	1,952.00	3,904.00	2,300.00	4,600.00	1,837.00	3,674.00	1,235.00	2,470.00		
C-40	1	EA	Furnish and Install 1" Water Meter, Complete For	1,464.00	1,464.00	2,550.00	2,550.00	2,196.00	2,196.00	7,800.00	7,800.00		
C-41	2	EA	Furnish and Install 1"- 45° Bend, Complete For	146.40	292.80	350.00	700.00	6.00	12.00	910.00	1,820.00		
PART C: MADISON OAKS PARK (Plan Set Volume 3) - (Items A1 - A-41)				**	$ 174,236.10		$ 228,853.25		$ 180,415.00		$ 304,375.30		$ -

Contractor is deemed non-responsive due to missing line item bids for a portion of the work.

* Extended amount has been corrected.
** Total amount has been corrected.

BID TABULATION
CITY OF GEORGETOWN TEXAS
GEORGETOWN NEIGHBORHOOD PARK IMPROVEMENTS FOR
WAYPOINT PARK, VISTA VERA PARK, MADISON OAKS PARK, AND DONEGAL PARK
FEBRUARY 26, 2026; 2:30

Bid Summary

				Choice Builders **3809 S. General Bruce Dr., Suite 103, Box 103** **Temple, TX 76502**		**AO Services** **25565 Ronald Reagan Blvd** **Georgetown, TX 78633**		**Patin Construction** **3800 W. 2nd Street** **Taylor, TX 76574**		**T.F. Harper & Associates LP** **1685 S FM 1626** **Buda, TX 78610**		**Construction Solution USA, LLC** **1400 Moccassin Trail, Suite 1** **Lewisville, TX 75007**		**Pyramid Construction (Wellcraft Builders)** **16756 Marsala Springs Dr.** **Round Rock, TX 78681**	
Item No.	*Bid Quantity*	*Unit*	*Bid Data Description*	*Unit Price*	*Extended Amount*	*Unit Price*	*Extended Amount*	*Unit Price*	*Extended Amount*	*Unit Price*	*Extended Amount*	*Unit Price*	*Extended Amount*	*Unit Price*	*Extended Amount*
PART D: DONEGAL PARK (Plan Set Volume 4)															
D-1	100%	LS	Insurance, Bonds and Mobilization, not to exceed 5% of Bid, Complete for	$ 6,000.00	$ 6,000.00	$ 7,053.00	$ 7,053.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 12,433.62	$ 12,433.62	$ 12,216.50	$ 12,216.50
D-2	100%	LS	Provide Labor, Equipment, Tools and Supervision to Complete Preparation of Right-of-way, Complete For	500.00	500.00	3,600.00	3,600.00	10,000.00	10,000.00	6,140.00	6,140.00	1,534.15	1,534.15	9,504.65	9,504.65
D-3	100%	LS	Implement Barricade, Signing and Traffic Safety Plan (Vehicular and Pedestrian) Control Plan, Complete in Place for	500.00	500.00	2,274.00	2,274.00	5,000.00	5,000.00	3,162.50	3,162.50	626.69	626.69	3,168.15	3,168.15
D-4	100%	LS	Provide DVD of Right-of-Way Preconstruction and Post Construction Site Conditions for the Total Project, Complete for	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
D-5	100%	LS	Prepare Stormwater Pollution Prevention Plan, including submission to and receiving permits from Texas Commission on Environmental Quality (TCEQ), complete for	400.00	400.00	3,000.00	3,000.00	3,000.00	3,000.00	1,875.65	1,875.65	876.12	876.12	2,281.15	2,281.15
D-6	1	EA	Furnish, install, maintain and remove construction entrance, complete for	1,500.00	1,500.00	3,768.00	3,768.00	2,000.00	2,000.00	2,817.50	2,817.50	3,133.47	3,133.47	1,901.00	1,901.00
D-7	410	LF	Furnish, install, maintain and remove Silt Fence, Including Revegetation for Bare Spots After Removal, Complete for	3.00	1,230.00	6.00	2,460.00	5.00	2,050.00	4.42	* 1,812.20	3.17	1,299.70	6.50	2,665.00
D-8	90	CY	For Unclassified Excavation, Complete for	16.00	1,440.00	60.00	5,400.00	30.00	2,700.00	107.00	9,630.00	100.27	9,024.30	25.35	2,281.50
D-9	10	CY	For Unclassified Fill, Complete for	37.00	370.00	60.00	600.00	20.00	200.00	107.00	1,070.00	150.41	1,504.10	12.50	125.00
D-10	315	SY	Furnish and Install 4" Thick Concrete Sidewalk and Pads for Picnic Tables, Complete for	94.00	29,610.00	79.20	24,948.00	75.00	23,625.00	70.00	22,050.00	106.54	33,560.10	84.25	26,538.75
D-11		SY	Furnish and Install 6" Thick Concrete Pad for Picnic Table and Shade Structure, Complete for	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
D-12	15	LF	Furnish and Install 6" Wide Concrete Edging, Complete for	31.00	465.00	30.00	450.00	40.00	600.00	24.00	360.00	27.75	416.25	26.75	401.25
D-13	1	EA	City of Georgetown To Furnish and Contractor To Install Trash Receptacle, Including Concrete Pad and All Items & Appurtenances, Complete for	800.00	800.00	1,100.00	1,100.00	850.00	850.00	1,120.00	1,120.00	313.35	313.35	652.65	652.65
D-14	1	EA	City of Georgetown To Furnish and Contractor To Install Standard Stove Grill, Including Concrte Pad and All Items & Appurtenances, Complete for	350.00	350.00	900.00	900.00	1,500.00	1,500.00	492.00	492.00	313.35	313.35	507.00	507.00
D-15	1	EA	City of Georgetown To Furnish and Contractor To Install Water Fountain, Including Concrete Pad and All Items & Appurtenances, Complete for	1,100.00	1,100.00	1,920.00	1,920.00	5,000.00	5,000.00	13,857.50	13,857.50	3,133.47	3,133.47	4,245.25	4,245.25
D-16	1	EA	City of Georgetown To Furnish and Contractor To Install Pet Waste Dispenser, Including Concrete Pad and All Items & Appurtenances, Complete For	350.00	350.00	180.00	180.00	750.00	750.00	762.50	762.50	313.35	313.35	507.00	507.00
D-17	1	EA	City of Georgetown To Furnish and Contractor To Install Accessible Picnic Table, Complete For	200.00	200.00	300.00	300.00	1,000.00	1,000.00	852.25	852.25	313.35	313.35	380.15	380.15
D-18	6.5	CY	Furnish & Install River rock, 6" Depth, Complete For	135.00	877.50	165.00	1,072.50	200.00	1,300.00	454.25	2,952.63	125.34	814.71	253.50	1,647.75
D-19	336	SF	Furnish & Install Filter Fabric for Aggregate Beds, Complete For	0.30	100.80	0.50	168.00	1.00	336.00	2.59	* 870.24	1.07	359.52	2.50	840.00
D-20	1	LS	Furnish & Install Monument Sign, Including All Items & Appurtenances, Complete For	10,300.00	10,300.00	29,796.30	29,796.30	15,000.00	15,000.00	6,716.00	6,716.00	9,908.04	9,908.04	20,276.50	20,276.50
D-21	1	LS	Furnish & City of Georgetown To Furnish and Contractor To Install Shade Structure (12' x 14'), Including All Items & Appurtenances, Complete For	2,600.00	2,600.00	10,860.00	10,860.00	17,500.00	17,500.00	9,570.00	9,570.00	15,667.37	15,667.37	9,504.50	9,504.50
D-22	34987	SF	Furnish & Install Native Seed Mix Hydroseed with Flexible Growth Medium, Complete For	0.60	20,992.20	0.15	5,248.05	0.25	8,746.75	0.86	* 30,088.82	0.31	10,845.97	0.70	24,490.90
D-23	217	CY	Furnish & Install 2" of Topsoil For All Areas to Receive Hydroseed, Complete For	36.00	7,812.00	61.99	13,451.83	85.00	18,445.00	60.00	13,020.00	125.34	27,198.78	63.25	13,725.25
D-24	4	EA	Furnish and Install Monterey Oak, 100 Gallon, Complete For	1,300.00	5,200.00	1,488.44	5,953.76	1,500.00	6,000.00	1,868.75	7,475.00	1,065.38	4,261.52	3,991.50	15,966.00
D-25	3	EA	Furnish and Install Chinkapin Oak, 100 Gallon, Complete For	1,500.00	4,500.00	1,488.44	4,465.32	1,500.00	4,500.00	2,029.75	6,089.25	1,065.38	3,196.14	3,992.00	11,976.00
D-26	4	EA	Furnish and Install Live Oak, 100 Gallon, Complete For	1,300.00	5,200.00	1,488.44	5,953.76	1,500.00	6,000.00	1,719.25	6,877.00	1,065.38	4,261.52	3,991.75	15,967.00
D-27	4	EA	Furnish and Install Cedar Elm, 100 Gallon, Complete For	1,400.00	5,600.00	1,488.44	5,953.76	1,500.00	6,000.00	1,868.75	7,475.00	1,065.38	4,261.52	3,992.00	15,968.00
D-28	50	LF	Furnish and Install 1" PVC Waterline, Complete for	155.00	7,750.00	30.00	1,500.00	75.00	3,750.00	45.00	2,250.00	75.20	3,760.00	44.25	2,212.50
D-29	3	EA	Furnish and Install 1"- 45° Bend, Complete For	358.00	1,074.00	60.00	180.00	250.00	750.00	225.00	675.00	18.80	56.40	63.25	189.75
D-30	1	EA	Connect to Existing Water Service Line, Complete For	3,000.00	3,000.00	600.00	600.00	5,000.00	5,000.00	2,800.00	2,800.00	10,653.81	10,653.81	3,168.25	3,168.25
D-31	1	EA	Furnish and Install 1" PVC Waterline Cap, Complete For	200.00	200.00	60.00	60.00	250.00	250.00	150.00	150.00	18.80	18.80	95.00	95.00
D-32	1	EA	Furnish and Install 1" Gate Valve with Valve Box, Complete For	350.00	350.00	420.00	420.00	1,000.00	1,000.00	650.00	650.00	940.04	940.04	1,014.00	1,014.00
D-33	100%	LS	For Providing & Installing an Irrigation System, Signed & Sealed by a State of Texas Licensed Irrigation Designer, To Include Adjustment of Existing System To Provide Complete Coverage, Complete For	20,200.00	20,200.00	21,450.00	21,450.00	20,000.00	20,000.00	31,711.25	31,711.25	27,574.57	27,574.57	38,018.50	38,018.50
D-34	4000%	LF	Furnish and Install 4" Schedule 40 PVC Sleeves, Complete For	10.00	400.00	42.00	1,680.00	40.00	1,600.00	62.00	2,480.00	12.53	501.20	38.00	1,520.00
D-35		LS	City of Georgetown Force Account For	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00	-
PART D: DONEGAL PARK (Plan Set Volume 4) - (Items A1 - A-35)					$ 140,971.50		$ 166,766.28		$ 184,452.75	**	$ 207,852.29		$ 193,075.28		$ 243,954.90

* Extended amount has been corrected.
** Total amount has been corrected.

BID TABULATION
CITY OF GEORGETOWN TEXAS
GEORGETOWN NEIGHBORHOOD PARK IMPROVEMENTS FOR
WAYPOINT PARK, VISTA VERA PARK, MADISON OAKS PARK, AND DONEGAL PARK
FEBRUARY 26, 2026; 2:30

Bid Summary

Item No.	Bid Quantity	Unit	Bid Data Description	Denco Solutions, LLC 5525 Lyons Road Garland, TX 75043		BSH Construction 1700 Canyon Springs Belton, TX 76513		Jerdon Enterprise, L.P. 13403 Redfish Lane Stafford, TX 77477		Ratliff Hardscpae 1740 Midway Rd Lewisville, TX 75056		RHB Construction Group 44 East Avenue Uni 1601 Austin, TX 78701	
				Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART D: DONEGAL PARK (Plan Set Volume 4)													
D-1	100%	LS	Insurance, Bonds and Mobilization, not to exceed 5% of Bid, Complete for	$ 9,172.29	$ 9,172.29	$ 10,800.00	$ 10,800.00	$ 8,475.00	$ 8,475.00	$ 12,872.00	$ 12,872.00		
D-2	100%	LS	Provide Labor, Equipment, Tools and Supervision to Complete Preparation of Right-of-way, Complete For	7,320.00	7,320.00	25,400.00	25,400.00	24,568.00	24,568.00	117,000.00	117,000.00		
D-3	100%	LS	Implement Barricade, Signing and Traffic Safety Plan (Vehicular and Pedestrian) Control Plan, Complete in Place for	4,880.00	4,880.00	4,600.00	4,600.00	2,113.00	2,113.00	19,500.00	19,500.00		
D-4	100%	LS	Provide DVD of Right-of-Way Preconstruction and Post Construction Site Conditions for the Total Project, Complete for	0.00	-	0.00	-	0.00	-	0.00	-		
D-5	100%	LS	Prepare Stormwater Pollution Prevention Plan, including submission to and receiving permits from Texas Commission on Environmental Quality (TCEQ), complete for	1,830.00	1,830.00	4,900.00	4,900.00	3,221.00	3,221.00	1,560.00	1,560.00		
D-6	1	EA	Furnish, install, maintain and remove construction entrance, complete for	2,576.35	2,576.35	3,250.00	3,250.00	2,825.00	2,825.00	4,810.00	4,810.00		
D-7	410	LF	Furnish, install, maintain and remove Silt Fence, Including Revegetation for Bare Spots After Removal, Complete for	6.41	* 2,628.10	5.00	2,050.00	6.00	2,460.00	7.00	2,870.00		
D-8	90	CY	For Unclassified Excavation, Complete for	62.83	5,654.70	127.00	11,430.00	29.00	2,610.00	35.75	3,217.50		
D-9	10	CY	For Unclassified Fill, Complete for	115.90	1,159.00	60.00	600.00	33.00	330.00	70.20	702.00		
D-10	315	SY	Furnish and Install 4" Thick Concrete Sidewalk and Pads for Picnic Tables, Complete for	146.40	46,116.00	80.00	25,200.00	177.00	55,755.00	68.50	21,577.50		
D-11		SY	Furnish and Install 6" Thick Concrete Pad for Picnic Table and Shade Structure, Complete for	0.00	-	0.00	-	0.00	-	0.00	-		
D-12	15	LF	Furnish and Install 6" Wide Concrete Edging, Complete for	30.50	457.50	90.00	1,350.00	33.00	495.00	32.50	487.50		
D-13	1	EA	City of Georgetown To Furnish and Contractor To Install Trash Receptacle, Including Concrete Pad and All Items & Appurtenances, Complete for	3,050.00	3,050.00	800.00	800.00	587.00	587.00	325.00	325.00		
D-14	1	EA	City of Georgetown To Furnish and Contractor To Install Standard Stove Grill, Including Concrte Pad and All Items & Appurtenances, Complete for	1,830.00	1,830.00	800.00	800.00	513.00	513.00	1,560.00	1,560.00		
D-15	1	EA	City of Georgetown To Furnish and Contractor To Install Water Fountain, Including Concrete Pad and All Items & Appurtenances, Complete for	3,660.00	3,660.00	2,000.00	2,000.00	1,858.00	1,858.00	6,500.00	6,500.00		
D-16	1	EA	City of Georgetown To Furnish and Contractor To Install Pet Waste Dispenser, Including Concrete Pad and All Items & Appurtenances, Complete For	2,330.00	2,330.00	1,000.00	1,000.00	497.00	497.00	325.00	325.00		
D-17	1	EA	City of Georgetown To Furnish and Contractor To Install Accessible Picnic Table, Complete For	1,220.00	1,220.00	1,200.00	1,200.00	1,022.00	1,022.00	325.00	325.00		
D-18	6.5	CY	Furnish & Install River rock, 6" Depth, Complete For	427.00	2,775.50	250.00	1,625.00	528.00	3,432.00	117.00	* 760.50		
D-19	336	SF	Furnish & Install Filter Fabric for Aggregate Beds, Complete For	3.05	1,024.80	4.00	1,344.00	3.00	1,008.00	5.25	1,764.00		
D-20	1	LS	Furnish & Install Monument Sign, Including All Items & Appurtenances, Complete For	11,458.80	11,458.80	19,000.00	19,000.00	18,283.00	18,283.00	5,889.00	5,889.00		
D-21	1	LS	Furnish & City of Georgetown To Furnish and Contractor To Install Shade Structure (12' x 14'), Including All Items & Appurtenances, Complete For	6,100.00	6,100.00	13,500.00	13,500.00	21,661.00	21,661.00	8,606.00	8,606.00		
D-22	34987	SF	Furnish & Install Native Seed Mix Hydroseed with Flexible Growth Medium, Complete For	0.92	* 32,188.04	0.50	17,493.50	1.00	34,987.00	0.40	13,994.80		
D-23	217	CY	Furnish & Install 2" of Topsoil For All Areas to Receive Hydroseed, Complete For	213.50	46,329.50	79.00	17,143.00	62.00	13,454.00	60.00	13,020.00		
D-24	4	EA	Furnish and Install Monterey Oak, 100 Gallon, Complete For	1,830.00	7,320.00	1,990.00	7,960.00	1,690.00	6,760.00	790.00	3,160.00		
D-25	3	EA	Furnish and Install Chinkapin Oak, 100 Gallon, Complete For	2,074.00	6,222.00	2,030.00	6,090.00	1,995.00	5,985.00	836.00	2,508.00		
D-26	4	EA	Furnish and Install Live Oak, 100 Gallon, Complete For	2,196.00	8,784.00	1,940.00	7,760.00	1,690.00	6,760.00	1,115.50	4,462.00		
D-27	4	EA	Furnish and Install Cedar Elm, 100 Gallon, Complete For	2,074.00	8,296.00	2,370.00	9,480.00	1,837.00	7,348.00	1,208.00	4,832.00		
D-28	50	LF	Furnish and Install 1" PVC Waterline, Complete for	8.54	427.00	175.00	8,750.00	19.00	950.00	195.00	9,750.00		
D-29	3	EA	Furnish and Install 1"- 45° Bend, Complete For	61.00	183.00	350.00	1,050.00	6.00	18.00	910.00	2,730.00		
D-30	1	EA	Connect to Existing Water Service Line, Complete For	2,318.00	2,318.00	2,900.00	2,900.00	2,906.00	2,906.00	4,550.00	4,550.00		
D-31	1	EA	Furnish and Install 1" PVC Waterline Cap, Complete For	42.70	42.70	350.00	350.00	6.00	6.00	1,170.00	1,170.00		
D-32	1	EA	Furnish and Install 1" Gate Valve with Valve Box, Complete For	2,196.00	2,196.00	450.00	450.00	226.00	226.00	2,990.00	2,990.00		
D-33	100%	LS	For Providing & Installing an Irrigation System, Signed & Sealed by a State of Texas Licensed Irrigation Designer, To Include Adjustment of Existing System To Provide Complete Coverage, Complete For	21,960.00	21,960.00	28,400.00	28,400.00	25,227.00	25,227.00	32,337.50	32,337.50		
D-34	4000%	LF	Furnish and Install 4" Schedule 40 PVC Sleeves, Complete For	14.95	598.00	75.00	3,000.00	11.00	440.00	214.50	8,580.00		
D-35		LS	City of Georgetown Force Account For	0.00	-	0.00	-	0.00	-	0.00	-		
PART D: DONEGAL PARK (Plan Set Volume 4) - (Items A1 - A-35)				**	$ 252,107.28		$ 241,675.50		$ 256,780.00	**	$ 314,735.30		$ -

Contractor is deemed non-responsive due to missing line item bids for a portion of the work.

* Extended amount has been corrected.
** Total amount has been corrected.

BID TABULATION
CITY OF GEORGETOWN TEXAS
GEORGETOWN NEIGHBORHOOD PARK IMPROVEMENTS FOR
WAYPOINT PARK, VISTA VERA PARK, MADISON OAKS PARK, AND DONEGAL PARK
FEBRUARY 26, 2026; 2:30

Bid Summary

Item No.	Bid Quantity	Unit	Bid Data Description	Choice Builders 3809 S. General Bruce Dr., Suite 103, Box 103 Temple, TX 76502		AO Services 25565 Ronald Reagan Blvd Georgetown, TX 78633		Patin Construction 3800 W. 2nd Street Taylor, TX 76574		T.F. Harper & Associates LP 1685 S FM 1626 Buda, TX 78610		Construction Solution USA, LLC 1400 Moccassin Trail, Suite 1 Lewisville, TX 75007		Pyramid Construction (Wellcraft Builders) 16756 Marsala Springs Dr. Round Rock, TX 78681	
				Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART E: VISTA VERA PARK ALTERNATE															
E-1	100%	LS	Submit Trench Safety Plan prepared and signed by P.E., in Conformance with State Law and OSHA, Complete For	$ 1,600.00	$ 1,600.00	$ 1,140.00	$ 1,140.00	$ 1,000.00	$ 1,000.00	$ 4,000.00	$ 4,000.00	$ 2,550.73	$ 2,550.73	$ 4,882.50	$ 4,882.50
E-2	120000%	SF	Provide and Implement Trench Safety Plan (Bore Pits), Complete For	1.30	1,560.00	6.00	7,200.00	10.00	12,000.00	12.00	14,400.00	3.03	3,636.00	8.25	9,900.00
E-3	100%	EA	City of Georgetown To Furnish and Contractor To Install Water Fountain, Including Concrete Pad and All Items & Appurtenances, Complete for	1,100.00	1,100.00	1,920.00	1,920.00	5,000.00	5,000.00	11,000.00	11,000.00	4,423.76	4,423.76	4,673.25	4,673.25
E-4	100%	EA	Furnish and Install 2" Water Service Connection to Existing 8" Waterline, Complete For	13,600.00	13,600.00	3,000.00	3,000.00	2,500.00	2,500.00	8,250.00	8,250.00	3,291.20	3,291.20	3,487.50	3,487.50
E-5	5000%	LF	Furnish and Install 4" Steel Encasement by Bore, Complete for	633.00	31,650.00	144.00	7,200.00	450.00	22,500.00	300.00	15,000.00	417.92	20,896.00	446.35	22,317.50
E-6	70	LF	Furnish and Install 2" PVC Waterline, Complete for	146.00	10,220.00	36.00	2,520.00	100.00	7,000.00	38.00	2,660.00	137.59	9,631.30	62.75	4,392.50
E-7	40	LF	Furnish and Install 1" PVC Waterline, Complete for	147.00	5,880.00	30.00	1,200.00	75.00	3,000.00	39.00	1,560.00	136.60	5,464.00	48.85	1,954.00
E-8	1	EA	Furnish and Install 1" Water Meter, Complete For	2,600.00	2,600.00	900.00	900.00	2,500.00	2,500.00	2,400.00	2,400.00	2,726.36	2,726.36	1,395.00	1,395.00
E-9	1	EA	Furnish and Install 1"- 22.5° Bend, Complete For	350.00	350.00	60.00	60.00	250.00	250.00	120.00	120.00	387.62	387.62	69.75	69.75
E-10	1	EA	Furnish and Install 1"- 45° Bend, Complete For	350.00	350.00	60.00	60.00	250.00	250.00	160.00	160.00	387.62	387.62	69.75	69.75
E-11	1	EA	Furnish and Install 1" PVC Waterline Cap, Complete For	200.00	200.00	60.00	60.00	250.00	250.00	160.00	160.00	387.62	387.62	69.75	69.75
E-12	1	EA	Furnish and Install 1" Gate Valve with Valve Box, Complete For	350.00	350.00	420.00	420.00	1,000.00	1,000.00	620.00	620.00	505.60	505.60	1,116.00	1,116.00
E-13	1	EA	Furnish and Install 2" Gate Valve with Valve Box, Complete For	1,500.00	1,500.00	540.00	540.00	2,500.00	2,500.00	840.00	840.00	1,305.71	1,305.71	1,743.75	1,743.75
E-14	1	EA	City of Georgetown To Furnish and Contractor To Install Water Fountain, Including Concrete Pad and All Items & Appurtenances, Complete for	1,100.00	1,100.00	1,920.00	1,920.00	5,000.00	5,000.00	11,000.00	11,000.00	13,915.00	13,915.00	4,673.25	4,673.25
PART E: VISTA VERA PARK ALTERNATE - (Items A1 - A-14)					$ 72,060.00		$ 28,140.00		$ 64,750.00		$ 72,170.00		$ 69,508.52		$ 60,744.50

	Choice Builders 3809 S. General Bruce Dr., Suite 103, Box 103 Temple, TX 76502	AO Services 25565 Ronald Reagan Blvd Georgetown, TX 78633	Patin Construction 3800 W. 2nd Street Taylor, TX 76574	T.F. Harper & Associates LP 1685 S FM 1626 Buda, TX 78610	Construction Solution USA, LLC 1400 Moccassin Trail, Suite 1 Lewisville, TX 75007	Pyramid Construction (Wellcraft Builders) 16756 Marsala Springs Dr. Round Rock, TX 78681
TOTAL: BASE BID (PARTS A, B, C, D)	$ 623,935.90	$ 681,675.47	$ 777,088.75	$ 783,256.30	$ 815,619.76	$ 879,712.12
TOTAL: ALTERNATE 1 (PART E)	$ 72,060.00	$ 28,140.00	$ 64,750.00	$ 72,170.00	$ 69,508.52	$ 60,744.50
TOTAL: BASE BID (PARTS A, B, C, D) + ALTERNATE (PART E)	$ 695,995.90	$ 709,815.47	$ 841,838.75	$ 855,426.30	$ 885,128.28	$ 940,456.62

Did Bidder Acknowledge Addendum No. 1	Yes	Yes	Yes	Yes	Yes	Yes
Did Bidder Acknowledge Addendum No. 2	Yes	Yes	Yes	Yes	Yes	Yes
Did Bidder Acknowledge Addendum No. 2	Yes	Yes	Yes	Yes	Yes	Yes
Did Bidder provide Section #00400?	Yes	Yes	Yes	Yes	Yes	Yes
Did Bidder provide Section #00410?	Yes	Yes	Yes	Yes	Yes	Yes

I hereby certify that this is a correct and true tabulation of all bids received

3/4/2026

Tyler Richburg, PLA — Date

Covey Planning + Landscape Architecture

REGISTERED LANDSCAPE ARCHITECT TYLER RICHBURG 3252 STATE OF TEXAS

* Extended amount has been corrected.
** Total amount has been corrected.

BID TABULATION
CITY OF GEORGETOWN TEXAS
GEORGETOWN NEIGHBORHOOD PARK IMPROVEMENTS FOR
WAYPOINT PARK, VISTA VERA PARK, MADISON OAKS PARK, AND DONEGAL PARK
FEBRUARY 26, 2026; 2:30

Bid Summary

Item No.	Bid Quantity	Unit	Bid Data Description	Denco Solutions, LLC 5525 Lyons Road Garland, TX 75043		BSH Construction 1700 Canyon Springs Belton, TX 76513		Jerdon Enterprise, L.P. 13403 Redfish Lane Stafford, TX 77477		Ratliff Hardscpae 1740 Midway Rd Lewisville, TX 75056		RHB Construction Group 44 East Avenue Uni 1601 Austin, TX 78701	
				Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
PART E: VISTA VERA PARK ALTERNATE													
E-1	100%	LS	Submit Trench Safety Plan prepared and signed by P.E., in Conformance with State Law and OSHA, Complete For	$ 3,500.00	$ 3,500.00	$ 2,350.00	$ 2,350.00	$ 5,650.00	$ 5,650.00	$ 6,500.00	$ 6,500.00	Contractor is deemed non-responsive due to missing line item bids for a portion of the work.	
E-2	120000%	SF	Provide and Implement Trench Safety Plan (Bore Pits), Complete For	3.50	4,200.00	2.65	3,180.00	10.00	12,000.00	4.00	4,800.00		
E-3	100%	EA	City of Georgetown To Furnish and Contractor To Install Water Fountain, Including Concrete Pad and All Items & Appurtenances, Complete for	3,660.00	3,660.00	2,000.00	2,000.00	1,858.00	1,858.00	6,500.00	6,500.00		
E-4	100%	EA	Furnish and Install 2" Water Service Connection to Existing 8" Waterline, Complete For	2,500.00	2,500.00	2,900.00	2,900.00	3,050.00	3,050.00	5,200.00	5,200.00		
E-5	5000%	LF	Furnish and Install 4" Steel Encasement by Bore, Complete for	500.00	25,000.00	365.00	18,250.00	37.00	1,850.00	195.00	9,750.00		
E-6	70	LF	Furnish and Install 2" PVC Waterline, Complete for	11.59	811.30	122.00	8,540.00	31.00	2,170.00	195.00	13,650.00		
E-7	40	LF	Furnish and Install 1" PVC Waterline, Complete for	8.54	341.60	121.00	4,840.00	19.00	760.00	195.00	7,800.00		
E-8	1	EA	Furnish and Install 1" Water Meter, Complete For	2,350.00	2,350.00	2,400.00	2,400.00	2,196.00	2,196.00	7,800.00	7,800.00		
E-9	1	EA	Furnish and Install 1"- 22.5° Bend, Complete For	61.00	61.00	350.00	350.00	6.00	6.00	1,170.00	1,170.00		
E-10	1	EA	Furnish and Install 1"- 45° Bend, Complete For	146.40	146.40	350.00	350.00	6.00	6.00	910.00	910.00		
E-11	1	EA	Furnish and Install 1" PVC Waterline Cap, Complete For	42.70	42.70	350.00	350.00	6.00	6.00	1,170.00	1,170.00		
E-12	1	EA	Furnish and Install 1" Gate Valve with Valve Box, Complete For	2,196.00	2,196.00	450.00	450.00	226.00	226.00	2,990.00	2,990.00		
E-13	1	EA	Furnish and Install 2" Gate Valve with Valve Box, Complete For	2,318.00	2,318.00	1,150.00	1,150.00	637.00	637.00	3,185.00	3,185.00		
E-14	1	EA	City of Georgetown To Furnish and Contractor To Install Water Fountain, Including Concrete Pad and All Items & Appurtenances, Complete for	3,660.00	3,660.00	2,000.00	2,000.00	1,858.00	1,858.00	1.50	1.50		
PART E: VISTA VERA PARK ALTERNATE - (Items A1 - A-14)				**	$ 50,787.00		$ 49,110.00		$ 32,273.00		$ 71,426.50		$ -

BIDDER INFORMATION

	Denco Solutions, LLC 5525 Lyons Road Garland, TX 75043	BSH Construction 1700 Canyon Springs Belton, TX 76513	Jerdon Enterprise, L.P. 13403 Redfish Lane Stafford, TX 77477	Ratliff Hardscpae 1740 Midway Rd Lewisville, TX 75056	RHB Construction Group 44 East Avenue Uni 1601 Austin, TX 78701
TOTAL: BASE BID (PARTS A, B, C, D)	$ 967,283.37	$ 986,407.75	$ 1,055,759.00	$ 1,212,914.40	$ -
TOTAL: ALTERNATE 1 (PART E)	$ 50,787.00	$ 49,110.00	$ 32,273.00	$ 71,426.50	$ -
TOTAL: BASE BID (PARTS A, B, C, D) + ALTERNATE (PART E)	$ 1,018,070.37	$ 1,035,517.75	$ 1,088,032.00	$ 1,284,340.90	$ -
					Contractor is deemed non-responsive due to missing line item bids for a portion of the work.
Did Bidder Acknowledge Addendum No. 1	Yes	Yes	Yes	Yes	Yes
Did Bidder Acknowledge Addendum No. 2	Yes	Yes	Yes	Yes	Yes
Did Bidder Acknowledge Addendum No. 2	Yes	Yes	Yes	Yes	Yes
Did Bidder provide Section #00400?	Yes	Yes	Yes	Yes	Yes
Did Bidder provide Section #00410?	Yes	Yes	Yes	Yes	Yes

I hereby certify that this is a correct and true tabulation of all bids received

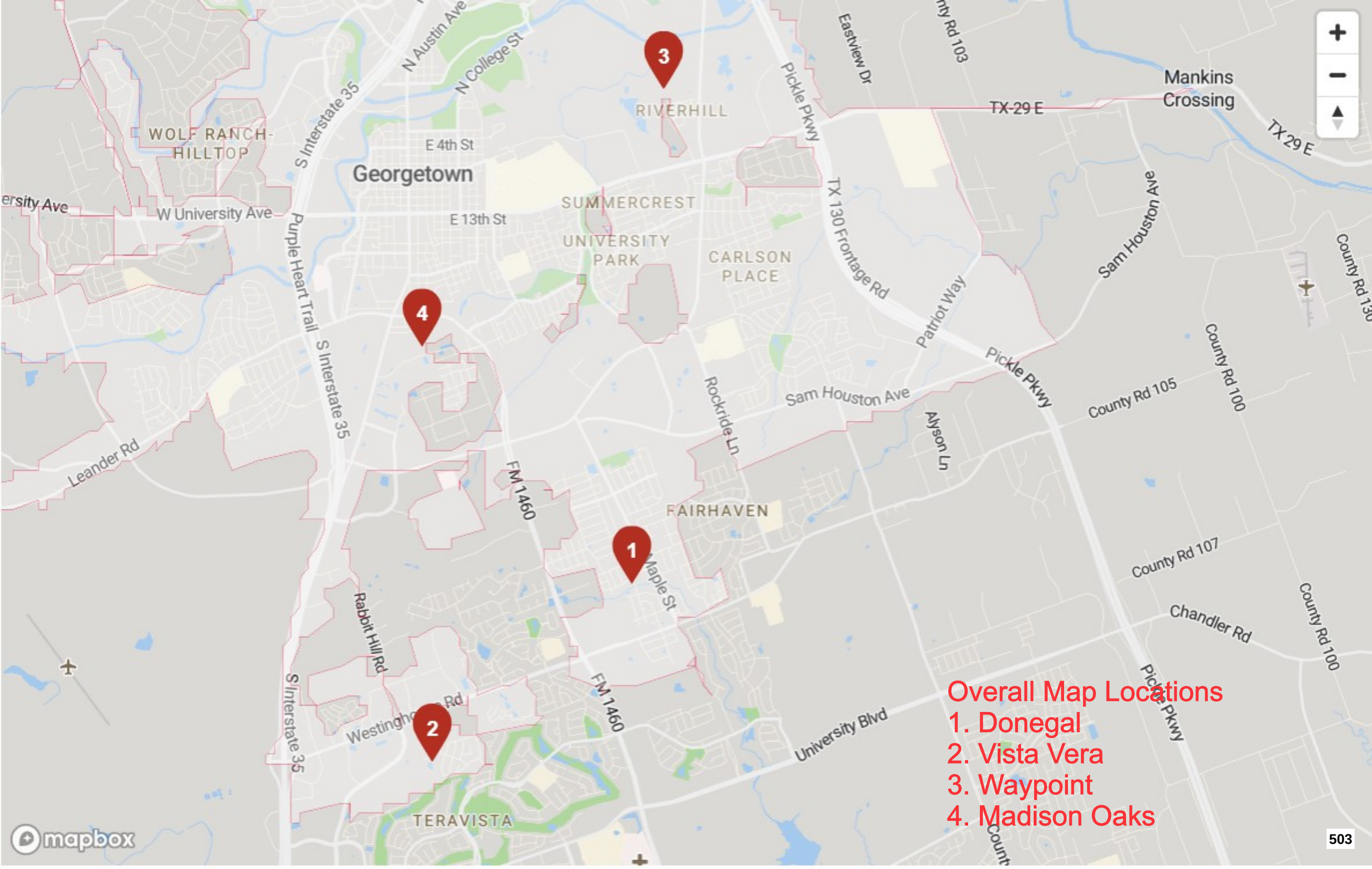
3/4/2026

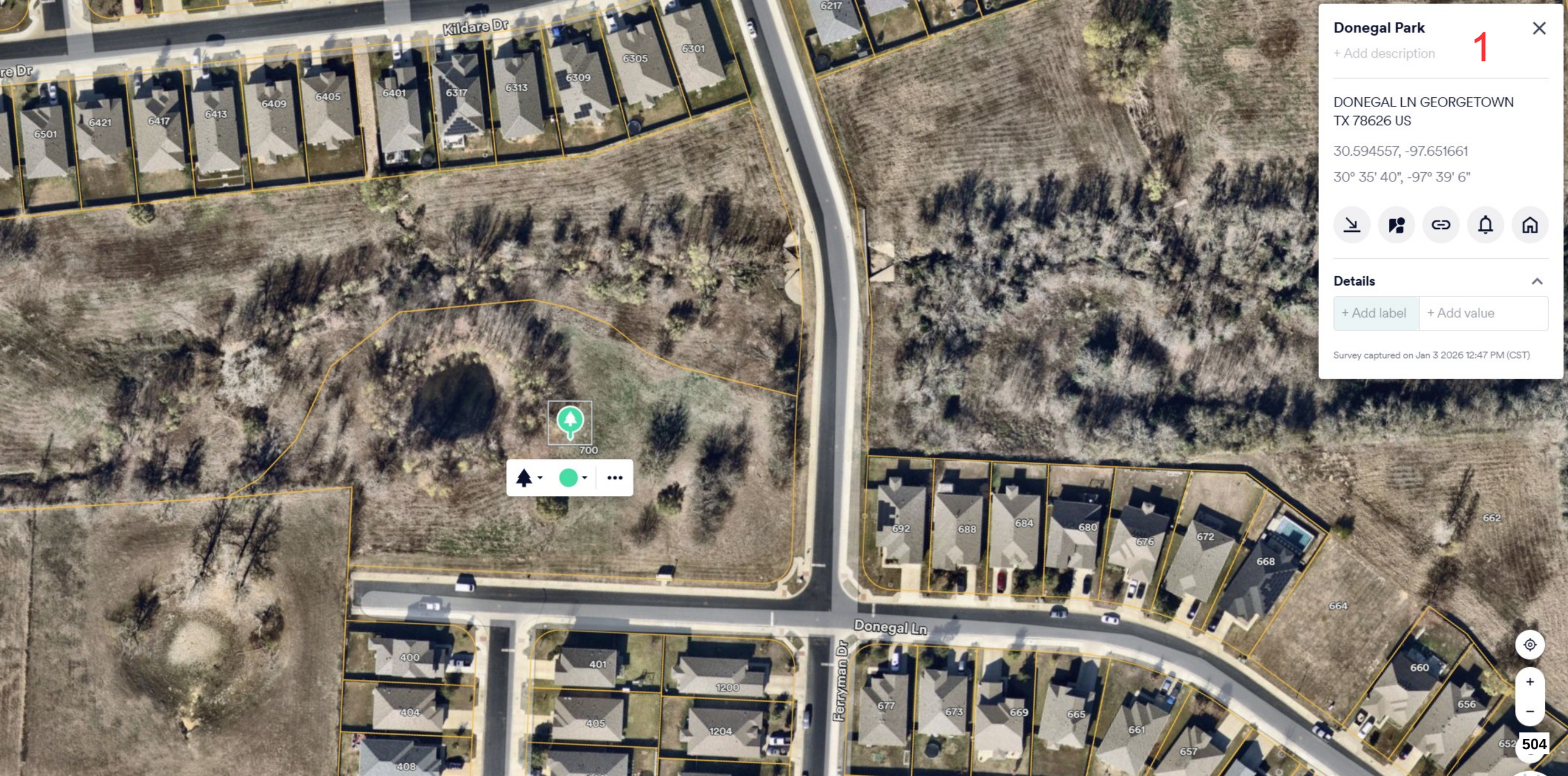
Tyler Richburg, PLA — Date

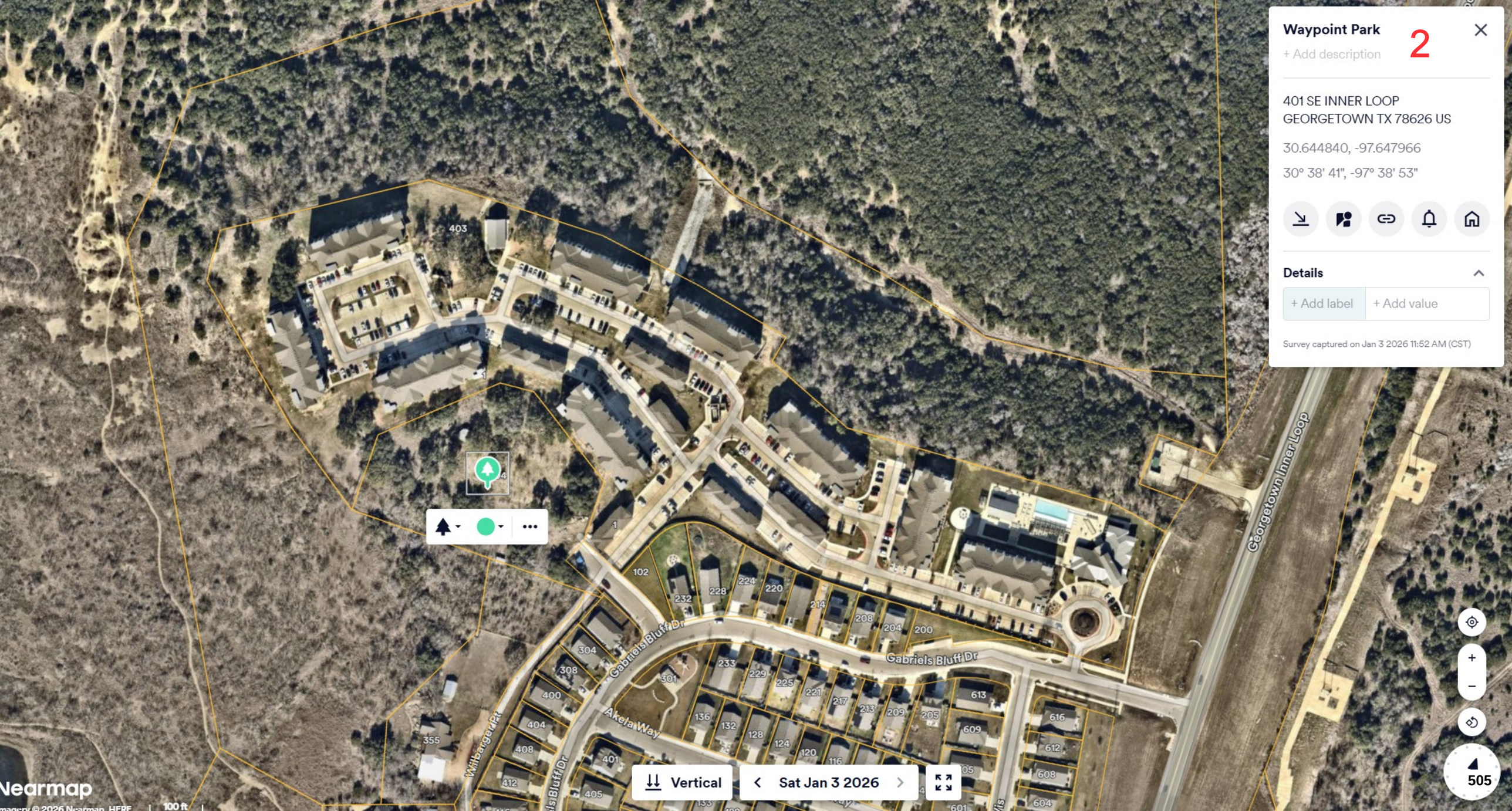
Covey Planning + Landscape Architecture

REGISTERED LANDSCAPE ARCHITECT TYLER RICHBURG 3252 STATE OF TEXAS

* Extended amount has been corrected.
** Total amount has been corrected.


3
4
1
2
RIVERHILL
WOLF RANCH-
HILLTOP
Georgetown
SUMMERCREST
UNIVERSITY
PARK
CARLSON
PLACE
FAIRHAVEN
TERAVISTA
Mankins
Crossing
N Austin Ave
N College St
S Interstate 35
E 4th St
E 13th St
W University Ave
Purple Heart Trail
Eastview Dr
Pickle Pkwy
TX-29 E
TX 29 E
TX 130 Frontage Rd
Patriot Way
Sam Houston Ave
Rockride Ln
Alyson Ln
County Rd 103
County Rd 105
County Rd 100
County Rd 130
County Rd 107
Chandler Rd
FM 1460
Maple St
Rabbit Hill Rd
University Blvd
Leander Rd
Overall Map Locations
1. Donegal
2. Vista Vera
3. Waypoint
4. Madison Oaks
mapbox
503


Donegal Park
+ Add description
1
DONEGAL LN GEORGETOWN
TX 78626 US
30.594557, -97.651661
30° 35' 40", -97° 39' 6"
Details
+ Add label
+ Add value
Survey captured on Jan 3 2026 12:47 PM (CST)
Kildare Dr
Donegal Ln
Ferryman Dr
700
504


Waypoint Park
2
+ Add description
401 SE INNER LOOP
GEORGETOWN TX 78626 US
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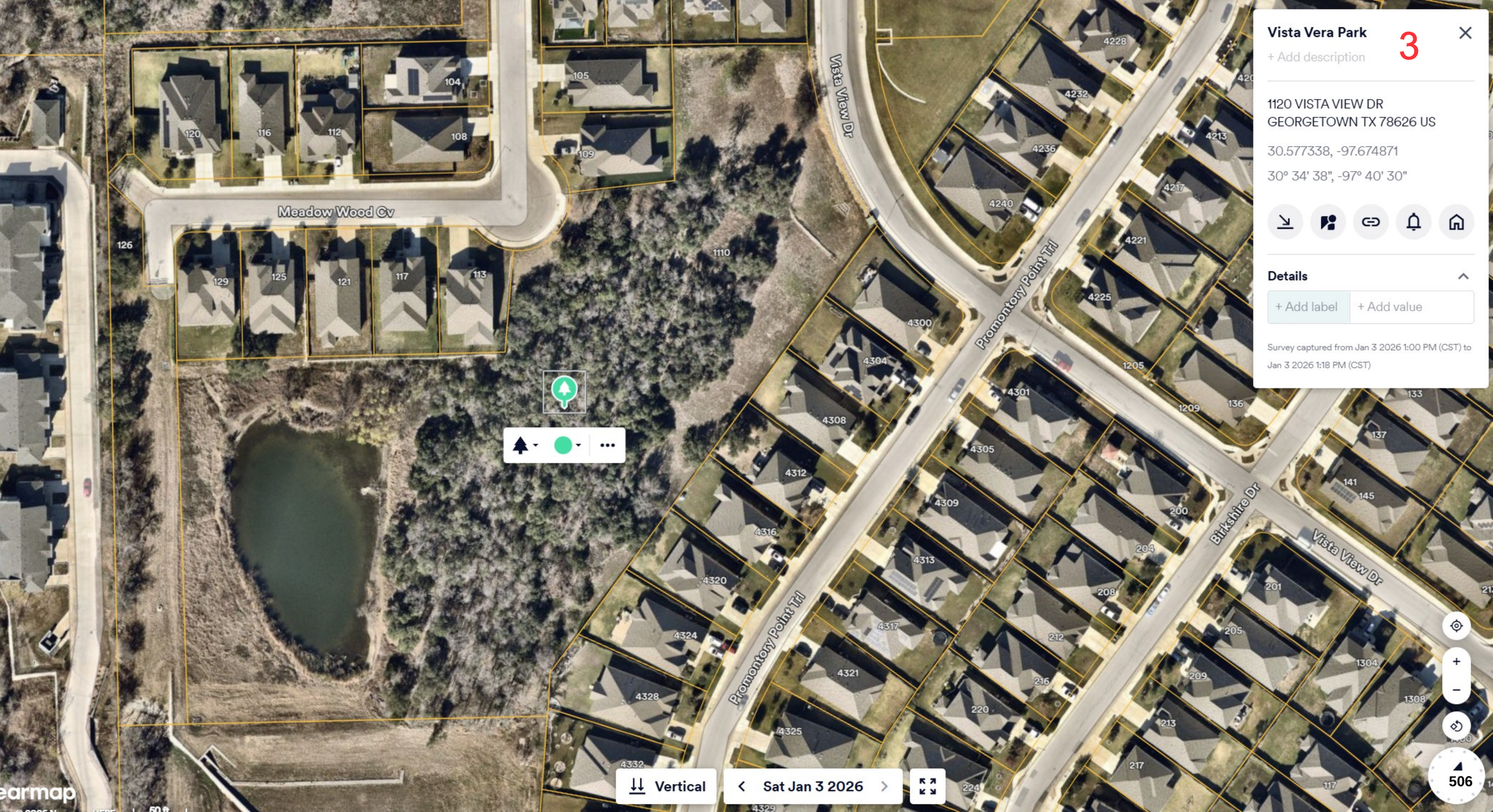
30° 38' 41", -97° 38' 53"
Details
+ Add label
+ Add value
Survey captured on Jan 3 2026 11:52 AM (CST)
Gabriels Bluff Dr
Akela Way
Georgetown Inner Loop
Vertical
Sat Jan 3 2026
505
Nearmap
100 ft


Vista Vera Park
3
+ Add description
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GEORGETOWN TX 78626 US
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30° 34' 38", -97° 40' 30"
Details
+ Add label
+ Add value
Survey captured from Jan 3 2026 1:00 PM (CST) to Jan 3 2026 1:18 PM (CST)
Meadow Wood Cv
Vista View Dr
Promontory Point Trl
Birkshire Dr
Vertical
Sat Jan 3 2026
506


Property
115 MADISON OAKS AVE
GEORGETOWN TX 78626 US
30.618790, -97.677389
30° 37' 8", -97° 40' 39"
4
Parcel
Building
Parcel Details
Use Description: Land
Area: 189213.83 ft²
FIPS Code: 48491
Locality: GEORGETOWN
Parcel APN: R439115
Postal Code: 78626
State: TX
Object
Show
Concrete Slab
Vegetation
Show
Medium and High Vegetation (>2m)
Madison Oaks Ave
High Tech Dr
Valley Dr
Pleasant Valley Dr
Clover Valley Ln
Vertical
Sat Jan 3 2026
Nearmap
Imagery © 2026 Nearmap, HERE
100 ft
507

COVEY

Planning + Landscape Architecture

March 12, 2026

Mr. Patrick Cavanaugh
Parks Development Manager
City of Georgetown
1101 North College Street
Georgetown, Texas 78626

Re: City of Georgetown – Neighborhood Park Improvements
Waypoint Park, Vista Vera Park, Madison Oaks Park, and Donegal Park - Bid # 202611
Georgetown, Texas

Dear Mr. Cavanaugh:

On February 26, 2026, at 2:30 p.m., the City of Georgetown received bids from ten (10) qualified contractors for the Georgetown Neighborhood Park for Waypoint Park, Vista Vera Park, Madison Oaks Park, and Donegal Park project. A detailed bid tabulation of these bids is attached for your use.

The bid for the Waypoint Park, Vista Vera Park, Madison Oaks Park, and Donegal Park project consisted of one (1) base to include all of the parks mentioned (Parts A through D). There was one (1) alternate (Part E) for additional work to be completed within Vista Vera Park.

Base Bid (Parts A, B, C, D) - $623,935.90
Alternate 1 (Part E) - $72,060.00

Total (Base Bid + Alternate 1): $695,995.90

The low qualified bidder for the project is Choice Builders from Temple, Texas with a total base bid of $623,935.90. They have successfully completed previous projects within Central Texas and the City of Georgetown. We have reviewed their current workload, references, and construction history. We recommend a contract be awarded to Choice Builders for the **Base Bid** in the total amount of **$623,935.90**.

Sincerely,

Tyler Richburg, PLA

Attachment: Exhibit A

xc: Mr. Patrick Cavanaugh, City of Georgetown

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Third Amendment to Task Order No. A&F-22-001 for the Austin Avenue Improvements Project

SUGGESTED ACTION:
Consideration and possible action to approve the Third amendment Task Order A&F-22-001 with Aguirre & Fields LP, Inc. for the Austin Avenue Improvements Project in the amount of $485,593.00 -- Wesley Wright, P.E., Systems Engineering Director

ITEM SUMMARY:
In March 2024 the first amendment was approved which removed the originally proposed intersection work between the two bridges at the intersection of San Gabriel Village Parkway and Austin Avenue. This change occurred late in the design of the bridge rehabilitation; it was determined that a roundabout would be preferred solution for the intersection. As a result, a second amendment would be required.

In August 2024 Council approved the second amendment which included design and construction phase services of the Austin Avenue Roundabout project. The scope of that amendment included roadway design, drainage design, illumination, and utility coordination. Currently this project is progressing to 60% plans.

The Third Amendment Engineering Services scope for the Austin Avenue Improvements Project (Bridge rehabilitation) and the Austin Avenue Roundabout at San Gabriel Village Boulevard provides additional engineering support across three key areas: construction phase services, bridge deck repair evaluation, and roundabout design.

Part 1: The Construction Phase Support
This component provides continued construction administration for the rehabilitation of the bridges over the North and South Forks of the San Gabriel River. Services include reviewing shop drawings, responding to requests for information (RFI), processing contractor pay applications, and making plan revisions to accommodate a temporary pedestrian pathway across the bridges. Public communication efforts have been streamlined while maintaining required stakeholder updates. This work ensures the project remains compliant, coordinated, and safely executed during construction.

Part 2: The Austin Avenue Bridge Deck Repair
This component includes evaluation and design for repairs to the as-constructed bridge decks. The engineer will perform field verification, supplemental surveying, and non-destructive testing, including ground penetrating radar(GPR), to assess bridge deck thickness and conditions. Based on these findings, a detailed engineering analysis and report will be developed to identify deficiencies and recommend repair solutions. These recommendations will consider drainage performance, ride quality, structural integrity, constructability, and long-term maintenance.

Part 3: Austin Avenue Roundabout
This component includes design and supporting engineering services for a new roundabout at Austin Avenue and San Gabriel Village Boulevard. This work involves updated survey and right-of-way coordination, hydrologic and hydraulic analysis to ensure no-rise floodplain impacts, utility coordination and relocations, and pedestrian safety enhancements such as rectangular rapid flashing beacons (RRFBs). Additional efforts include roadway modeling, grading and cross-section updates, stormwater pollution prevention measures, and development of landscape and aesthetic concepts. This component is intended to improve traffic operations, enhance safety, and ensure compliance with City, TxDOT, and environmental requirements.

This amendment supports completion of ongoing construction; addresses identified bridge deficiencies and advances critical intersection improvements. These efforts maintain compliance with regulatory requirements while supporting the City's long-term infrastructure goals.

Staff Recommendations:
Staff recommends awarding the Third amendment with Aguirre & Fields LP for the Austin Avenue Improvement Project for $485,593.00

FINANCIAL IMPACT:
Funds for this expenditure are budgeted in the FY 2026 Transportation CIP Budget.

SUBMITTED BY:
Jonathan Morales, Systems Engineering

ATTACHMENTS:
Third Amendment Aguirre Fields AF-22-001- New.pdf

EXHIBIT K, consisting of _____ pages, referred to in and part of the Master Services **Agreement between Owner and Aguirre Fields ("Engineer") for Professional Services** – Task Order Edition dated August 9, 2022.

Third Amendment to Task Order No. A&F-22-001

1. Specific Project Data:

   A. Title: Austin Avenue Improvements Project

   B. Description: The supplemental work to be performed by the Engineer under this contract for the Austin Avenue Improvements Project consists of providing construction administration services for rehabilitating the bridges over the North and South Forks of the San Gabriel River and additional design work for the proposed roundabout at San Gabriel River Blvd.

   C. City of Georgetown Project Number: PRJ000140

   D. City of Georgetown General Ledger Account No.: CC0802, 120

   E. City of Georgetown Purchase Order No.: PO-2213788

   F. Master Services Agreement, Contract Number: 22-0103-MSA

2. Nature of Amendment *[Check those that are applicable and delete those that are inapplicable.]*

   ✓ Additional Services to be performed by Engineer

   ☐ Modifications to Services of Engineer

   ☐ Modifications to Responsibilities of Owner

   ☐ Modifications to Time(s) for rendering Services

   ☐ Modifications to other terms and conditions of the Task Order

3. Description of Modifications

   See Exhibit A-3 attached.
   See Exhibit E-3 attached.

   A. Engineer shall perform the following Additional Services:

      The supplemental work to be performed by the Engineer under this contract for the Austin Avenue Improvements Project consists of providing construction administration services for rehabilitating the bridges over the North and South Forks of the San Gabriel River and additional design work for the proposed roundabout at San Gabriel River Blvd.

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B The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous Amendments, if any, is modified as follows: Engineer shall perform the following Additional Services: Exhibit A-3 Detailed Supplemental Project Scope of Services.

C. The responsibilities of Owner are modified as follows: Unchanged

D. For the Additional Services or the modifications to Services set forth above, Owner shall pay Engineer the following additional or modified compensation: $485,593.00.

E. The schedule for rendering Services is modified as follows: Unchanged

F. Other portions of the Task Order (including previous Amendments, if any) are modified as follows: Unchanged

4. Attachments [if any]:
   a. Exhibit A-3: Amended (#03) Schedule of Engineer's Services
   b. Exhibit E-3: Fee Schedule

Terms and Conditions: Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and the Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Task Order Amendment is _____.

OWNER:	ENGINEER:
By: _____	By: _____
Name: Josh Schroeder	Name: Oscar R. Aguirre, P.E.
Title: Mayor	Title: President, Aguirre, LLC – Gen. Partner
	Engineer License or Firm's Certificate No. F-739
	State of: Texas

APPROVED AS TO FORM:

_____

_____
City Attorney

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EXHIBIT A-3

Amended (#03) Schedule of Engineer's Services

The Amended (#03) Schedule of Engineer's Services is separated into 3 major parts for clarity, and is broken down as described below.

The supplemental work to be performed by the Engineer under this contract for the Austin Avenue Improvements Project in Part 1, titled "CPS," consists of providing construction administration services for rehabilitating the bridges over the North and South Forks of the San Gabriel River.

The supplemental work to be performed by the Engineer under this contract for the Austin Avenue Improvements Project in Part 2, titled "Deck Repair," consists of providing structural repair design services for rehabilitating the as-constructed bridges over the North and South Forks of the San Gabriel River.

The supplemental work to be performed by the Engineer under this contract for the Austin Avenue Roundabout Project in Part 3, titled "Roundabout," consists of providing hydrologic and hydraulic design, rectangular rapid flashing beacon design, utility engineering, and survey for constructing a roundabout at the intersection of Austin Avenue at San Gabriel Village Blvd.

The Engineer shall perform all work and prepare all deliverables in accordance with the applicable/current requirements of Texas Department of Transportation (TxDOT) manuals, standard drawings, standard specifications or previously approved special provisions and/or special specifications, to be supplemented by City of Georgetown (City) specifications, standards, and manuals and AASHTO design criteria as necessary. If a special provision and/or special specification must be developed for this project, it shall be prepared in TxDOT format and, to the extent practicable, incorporate references to approved TxDOT construction specifications and test procedures.

The Engineer shall perform quality control and quality assurance (QA/QC) on all deliverables associated with this project.

The Engineer shall provide traffic control in accordance with Texas Manual on Uniform Traffic Control Devices (TMUTCD) when performing onsite activities associated with this contract.

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ROUTE AND DESIGN STUDIES (Section 1)

A. N/A

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES, PUBLIC INVOLVEMENT (Section 2)

A. N/A

PUBLIC INVOLVEMENT (23 CFR 771.111)

The public involvement scope will be reduced as described below:

A. N/A

B. "CPS": Stakeholder Outreach and Communications: Reduce the communications during construction to 5 total stakeholder outreach meetings or activities, **2 meeting remaining to be completed**.

C. "CPS": Project Materials: Reduce the project materials to 1 total postcard, **0 postcards remaining to be completed**; 2 total detour maps, **0 detour maps remaining to be completed**; and 1 total sign, **0 signs remaining to be completed**.

D. "CPS": Project Updates: Reduce the media updates to 6 total updates, **2 updates remaining to be completed**; 4 total media releases, **2 media releases remaining to be completed**; and 6 total social media posts, **2 social media posts remaining to be completed**).

E. "CPS": Project Webpage: Reduce the project webpage to 4 total updates, **2 updates remaining to be completed**.

RIGHT OF WAY DATA (Section 3)

A. N/A

FIELD SURVEYING (Section 4)

A. N/A

ROADWAY DESIGN CONTROLS (Section 5)

A. N/A

DRAINAGE AND WPAP (Section 6)

A. N/A

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SIGNING, MARKINGS AND SIGNALIZATION (Section 7)

A. N/A

MISCELLANEOUS (ROADWAY) (Section 8)

A. N/A

PROJECT MANAGEMENT (Section 9)

A. N/A

BIDDING AND CONSTRUCTION PHASE SERVICES (Section 10)

A. N/A

B. Construction Administration

1. N/A
2. N/A
3. N/A
4. "CPS": The Engineer shall receive and review up to 30 additional shop drawings, material samples submittals, and other misc submittals for the Engineer's approval for the project (41 total, 11 remaining to be completed). Documentation for the submittals will be generated and distributed to the City and the contractor.
5. N/A
6. "CPS": The Engineer shall respond to 20 additional requests for information (RFIs) (28 total, 13 remaining to be completed).
7. N/A
8. N/A
9. N/A
10. "CPS": The Engineer shall review and approve Contractor Pay Applications (24 total, 18 additional, 12 remaining to be completed).
11. "CPS": The Engineer shall revise the various plan sheets to create a temporary sidewalk on the east side of the two bridges, directly on the bridge deck, by placement of a temporary SSCB and reduced vehicle lane and shoulder widths.
    a. Proposed Typical Sections

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b. Quantity Summaries
c. Roadway Plan & Profile
d. Intersection Layouts
e. Bridge Layout
f. Bridge Typical Sections
g. Rail Removal and Retrofit Details
h. Bridge Span Layouts
i. Traffic Rail Standards (Mod)
j. Signing and Pavement Marking Layouts
k. Temporary Bridge Rating Calculations

BRIDGE DESIGN (Section 11)

A. N/A

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PART 2 – DECK REPAIR

ROUTE AND DESIGN STUDIES (Section 1)

A. Data Collection – The Engineer shall collect, review and evaluate data described below.

1. N/A
2. "Deck Repair": Perform field reconnaissance of as-constructed project site for repair alternative analysis and general design coordination.
3. N/A

B. N/A

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES, PUBLIC INVOLVEMENT (Section 2)

A. N/A

RIGHT OF WAY DATA (Section 3)

A. N/A

FIELD SURVEYING (Section 4)

A. General

1. Surveys provided shall be in accordance with the "Texas State Board of Land Surveying" and the TxDOT Survey Manual.
2. Copies of Survey field notes shall be submitted as requested by the City and/or TxDOT.
3. N/A
4. Verify and compare previously located utility data with current ground conditions. Contact the One-Call System in advance of performing field surveys so that data collection includes ties to location of marked utilities. Reasonable attempts to coordinate with utility owners shall be made to achieve efficiency in data collection.

B. Supplemental Topographic Surveys

"Deck Repair": This includes performance of surveys associated with the gathering of supplemental survey data to amend available survey based on recent improvements within the project limits for topography, cross-sections, structures and other related work in order to design a structural repair detail for construction.

1. Reasonable attempts shall be made to recover existing horizontal control points from previous work performed on this project since 2001.

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2. Survey files with previously obtained project data shall be compared to and merged with survey files generated through this proposal as long as previous metadata can be provided. In areas of uncertainty and/or limited topographic information, additional data shall be collected as directed by the Engineer.

3. Data collection shall consist of spot elevations on the top and bottom of constructed bridge decks at approximately equal spaces along spans, at centerlines of each bent, beginning and ends of spans, and at all expansion joints.

4. Survey shots shall be assigned a unique point number which provides a positive identification of the point. Each point shall be assigned a feature number or feature name using the TxDOT's standard feature table. An ASCII points file and a copy of the print out shall be provided. Each line of the output data shall contain in this order: the point number, northing, easting, elevation and the descriptive feature code.

5. Surveyed data shall be provided in a Microstation .dgn (v8) compatible two dimensional base map format. The survey shot point attributes shall appear on separate levels. (Point, cells, lines, elevations, point number and point descriptions will all be on separate levels.)

6. A Digital Terrain Model (DTM) shall be provided in a Microstation .dgn (v8) GEOPAK compatible three-dimensional format.

C. N/A

D. "Deck Repair": Nondestructive Testing of Bridge Deck

1. The Engineer will perform nondestructive testing (NDT) to survey the as-constructed deck thickness of both the North Fork and South Fork bridges. Ground penetrating radar (GPR) will be the primary NDT method for the testing. Should GPR be ineffective, impact echo (IE) will be performed in lieu of GPR. Scanning will be calibrated with physical measurements using through-thickness drill holes at a minimum of 4 locations per bridge. The Engineer will drill the holes and fill them with an appropriate repair mortar upon completion of measurements.

2. The Engineer will perform a minimum of three longitudinal GPR scans along each as-constructed bridge (centerline of bridge and quarter points) as well as transverse GPR scans at approximately 10 to 20 feet on center. Additional scans may be added should significant variations in deck thickness in particular regions be identified.

3. Nondestructive data collected in the field will be post-processed in the office, and the data will be summarized in a brief letter report. Data will also be presented graphically, as appropriate, to illustrate the findings.

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ROADWAY DESIGN CONTROLS (Section 5)

A. N/A

DRAINAGE AND WPAP (Section 6)

A. N/A

SIGNING, MARKINGS AND SIGNALIZATION (Section 7)

A. N/A

MISCELLANEOUS (ROADWAY) (Section 8)

A. N/A

PROJECT MANAGEMENT (Section 9)

A. N/A

BIDDING AND CONSTRUCTION PHASE SERVICES (Section 10)

A. N/A

BRIDGE DESIGN (Section 11)

A. N/A

B. Repair Details

1. **"Deck Repair": Bridge Analysis and Recommendations** – The Engineer shall prepare a report analyzing the as-constructed bridge deck and recommending a repair plan. The Engineer shall compare as-built deck surface geometry to design deck surface geometry; as-built deck thickness to design deck thickness; and as-built deck and structural details to design details. Based on the results of as-built data collection, the Engineer shall determine whether ponding and drainage issues, ride quality issues, compatibility with future Phase 2 bridge construction, structural element issues, constructability issues, and maintenance issues can be satisfactorily addressed by reasonable repair alternatives (note this analysis excludes subsequent repair options requested by Contractor). The Engineer shall meet as needed with City of Georgetown and its representatives and the Contractor and its representatives to review data collection, as-built construction analysis, repair alternatives, and repair recommendations.

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PART 3 – ROUNDABOUT

ROUTE AND DESIGN STUDIES (Section 1)

A. N/A

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES, PUBLIC INVOLVEMENT (Section 2)

A. N/A

RIGHT OF WAY DATA (Section 3)

B. "Roundabout": Review and Update Current Right of Way Map

The Surveyor shall:

1. Provide project data and up to one (1) additional exhibit, for a total of six (6) exhibits, to the City's ROW agent to facilitate up to one (1) additional meeting with affected property owners, for a total of six (6) meetings;
2. The Surveyor shall amend the ROW plan set of the existing and proposed ROW conditions. The City will secure the necessary legal instruments;
3. Preparation of up to one (1) additional individual ROW acquisition package consisting of metes and bounds descriptions and survey plats, for a total of six (6) packages;
4. Monument the one (1) additional individual parcel with iron rods and aluminum caps stamped "COG ROW," for a total of six (6) parcels. The Engineer shall replace any missing monuments along the existing ROW at points of geometry;
5. Review and address title reports for acquisition of up to one (1) additional parcel, for a total of six (6) parcels.

FIELD SURVEYING (Section 4)

A. General

1. Surveys provided shall be in accordance with the "Texas State Board of Land Surveying" and the TxDOT Survey Manual.
2. Copies of Survey field notes shall be submitted as requested by the City and/or TxDOT.
3. N/A
4. Verify and compare previously located utility data with current ground conditions. Contact the One-Call System in advance of performing field surveys so that data collection includes ties to location of marked utilities. Reasonable attempts to coordinate with utility owners shall be made to achieve efficiency in data collection.

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C. Supplemental Topographic Surveys

"Roundabout": This includes performance of surveys associated with the gathering of supplemental survey data to amend available survey based on extended project limits for topography, cross-sections, hydraulics and other related work in order to design a roundabout at Austin Avenue and San Gabriel Village Boulevard.

1. Reasonable attempts shall be made to recover existing horizontal control points from previous work performed on this project since 2001.
2. Survey files with previously obtained project data shall be compared to and merged with survey files generated through this proposal if previous metadata can be provided. In areas of uncertainty and/or limited topographic information, additional data shall be collected as directed by the Project Engineer.
3. Data collection shall consist of spot elevations for improvements, edge of roadway, driveways, visible or marked utilities, drainage features, centerline of roadway and grade breaks. Individual roadway cross sections shall be taken at intervals not to exceed 100 feet or as required to properly define the surface of the project.
4. The survey shall include topographic features within in private property in the northwest and northeast corners of Austin Ave and San Gabriel Village Blvd and along the southern bank of the bridge over the North Fork San Gabriel River.
5. N/A
6. N/A
7. Survey shots shall be assigned a unique point number which provides a positive identification of the point. Each point shall be assigned a feature number or feature name using the TxDOT's standard feature table. An ASCII points file and a copy of the print out shall be provided. Each line of the output data shall contain in this order: the point number, northing, easting, elevation and the descriptive feature code.
8. Surveyed data shall be provided in a Microstation OpenRoads DGN (ORD v10.12) compatible two dimensional base map format. The survey shot point attributes shall appear on separate levels. (Point, cells, lines, elevations, point number and point descriptions will all be on separate levels.)
9. A Digital Terrain Model (DTM) shall be provided in a Microstation DGN (v8) GEOPAK compatible three-dimensional format.
10. Perform tree survey within limits of existing and proposed ROW adequate to complete the "Tree Data Sheet" in the city's "Tree Preservation Tool," and provide completed "Tree Data Sheet" along with tree survey.

D. N/A

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ROADWAY DESIGN CONTROLS (Section 5)

A. Plan Set

N/A

N/A

N/A

N/A

N/A

"Roundabout": 3D Roadway Model – Update the 3D model to accurately show the proposed grading plan along the south bank of the North Fork San Gabriel River.

"Roundabout": Roadway Cross-Sections – Update the cross-sections to accurately quantify earthwork for the proposed grading plan along the south bank of the North Fork San Gabriel River.

N/A

N/A

N/A

N/A

DRAINAGE AND WPAP (Section 6)

A. Plan Set

1. **"Roundabout": Hydrologic Analysis:**

   a. Incorporate additional design surveys into computer aided drafting files and update topographies and surfaces. This data shall be utilized to perform grading design of the south bank of the North Fork San Gabriel River to offset fill in the floodplain and ensure a "no-rise" condition.
   b. Coordinate with the adjacent Austin Avenue Pedestrian Bridges project to obtain the effective model developed for that project. Review and incorporate into this project as a base condition.
   c. Develop revised existing conditions HEC-RAS model based on project survey.
   d. Develop proposed conditions HEC-RAS model based on proposed grading.
   e. Determine impacts and develop alternatives for grading through coordination with roadway engineers and excavation within the project limits.
   f. Develop final no-rise proposed conditions HEC-RAS model.
   g. Develop hydraulic report summarizing the results of the analysis and certifying the no rise condition.

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h. Coordinate with the local floodplain administrator for review of the effective model and final conditions.

2. N/A

3. N/A

4. **"Roundabout": Plan Preparation:** Update and prepare plan sheets appropriate to reflect the results of the hydrologic and hydraulic analysis and designs for the grading design of the south bank of the North Fork San Gabriel River to offset fill in the floodplain and ensure a "no-rise" condition including the following.

   a. N/A
   b. N/A
   c. N/A
   d. N/A
   e. N/A
   f. Grading Typical Sections (Min Scale: 1"=50')
   g. Grading Plans (Min Scale: 1"=50')

5. N/A

6. N/A

SIGNING, MARKINGS AND SIGNALIZATION (Section 7)

A. N/A

B. N/A

C. **"Roundabout": Rectangular Rapid Flashing Beacon (RRFB)** – The Engineer shall analyze the FHWA's "Proven Safety Countermeasures" for pedestrian crossings to verify the RRFB is appropriate to install at the proposed locations around the intersection of Austin Avenue and San Gabriel Village Blvd. The Engineer shall add design for RRFBs at proposed pedestrian crossings, where appropriate, to the Signing Layout Sheets. The Engineer shall coordinate with RRFB vendors to determine the best solution to install at the proposed locations. The Engineer shall select and prepare standards and specifications for the selected RRFB.

MISCELLANEOUS (ROADWAY) (Section 8)

A. Plan Set

1. N/A

2. N/A

3. N/A

4. N/A

5. **"Roundabout": Storm Water Pollution Prevention Plan (SW3P) -** The Engineer shall update the temporary erosion control measures to minimize potential impact to receiving

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waterways and shall update plan sheets and details identifying the locations of the measures to be installed.

6. **"Roundabout": Utilities -** The Engineer shall design additional relocations for major City of Georgetown water utilities that are in conflict in the northeast corner of the existing Two Rivers driveway and the existing Thomas Court driveway.
7. **"Roundabout": Landscape Architecture -** The Landscape Architect shall provide additional concepts alternatives (up to a total of 5) and image boards for aesthetic improvements addressing planting, light fixtures, and hardscape elements (does not including water features) at the intersection of Austin Ave and San Gabriel Village Blvd as requested by the city.
8. N/A
9. N/A
10. N/A
11. N/A
12. N/A
13. N/A
14. N/A
15. N/A

PROJECT MANAGEMENT (Section 9)

A. General Contract Administration

1. N/A
2. N/A
3. N/A
4. "Roundabout": Project coordination with the City and TxDOT to include documenting correspondence and meeting minutes.
5. "Roundabout": Project Coordination with sub-consultants to include documenting correspondence and meeting minutes.
6. "Roundabout": Prepare, distribute and file both written and electronic project correspondence.

B. N/A

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C. Quality Assurance and Quality Control

1. "Roundabout": Perform Quality Assurance and Quality Control (QA/QC) reviews of all additional documents and designs at the Final PS&E Submittal.

2. N/A

BIDDING AND CONSTRUCTION PHASE SERVICES (Section 10)

A. N/A

BRIDGE DESIGN (Section 11)

A. N/A

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Aguirre & Fields, LP **Austin Avenue Improvements & Roundabout**

PROJECT	AFLP	CD&P	Inland	SEC	TOTAL
Austin Avenue Improvements Project (1. "CPS")	$ 229,852.00	($13,500.00)	$ -	$ -	$ 216,352.00
Austin Avenue Improvements Project (2. "Deck Repair")	$ 84,797.00	$ -	$ 33,114.00	$ -	$ 117,911.00
Austin Avenue Improvements Project (3. "Roundabout")	$ 126,764.00	$ -	$ 22,051.00	$ 2,515.00	$ 151,330.00
TOTAL	**$ 441,413.00**	**($13,500.00)**	**$ 55,165.00**	**$ 2,515.00**	**$ 485,593.00**

OVERALL - FEE SCHEDULE SUMMARY BY FUNCTION CODE

LUMP SUM FUNCTION CODE	TASK NAME DESCRIPTION	AFLP PRIME	CD&P SUB	Inland SUB	SEC SUB	TOTAL
Section 1	ROUTE AND DESIGN STUDIES	$2,793.00	$0.00	$0.00	$0.00	**$ 2,793.00**
Section 2	ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT	$0.00	($13,500.00)	$0.00	$0.00	**$ (13,500.00)**
Section 3	RIGHT-OF-WAY MAPPING	$1,514.00	$0.00	$13,711.00	$0.00	**$ 15,225.00**
Section 4	DESIGN SURVEYS AND CONSTRUCTION SURVEYS	$0.00	$0.00	$41,454.00	$0.00	**$ 41,454.00**
Section 5	ROADWAY DESIGN CONTROLS	$11,850.00	$0.00	$0.00	$0.00	**$ 11,850.00**
Section 6	DRAINAGE	$70,605.00	$0.00	$0.00	$0.00	**$ 70,605.00**
Section 7	SIGNING, PAVEMENT MARKEINGS AND SIGNALIZATION	$9,428.00	$0.00	$0.00	$0.00	**$ 9,428.00**
Section 8	MISCELLANEOUS (ROADWAY)	$6,387.00	$0.00	$0.00	$2,515.00	**$ 8,902.00**
Section 9	PROJECT MANAGEMENT AND ADMINISTRATION	$26,980.00	$0.00	$0.00	$0.00	**$ 26,980.00**
Section 10	BIDDING AND CONSTRUCTION PHASE SERVICES	$229,852.00	$0.00	$0.00	$0.00	**$ 229,852.00**
Section 11	BRIDGE DESIGN	$67,004.00	$0.00	$0.00	$0.00	**$ 67,004.00**
ODE	OTHER DIRECT EXPENSES	$15,000.00	$0.00	$0.00	$0.00	**$ 15,000.00**
	TOTAL	**$ 441,413.00**	**($13,500.00)**	**$ 55,165.00**	**$ 2,515.00**	**$ 485,593.00**
		91%	-3%	11%	1%	

1. "CPS" - FEE SCHEDULE SUMMARY BY FUNCTION CODE

LUMP SUM FUNCTION CODE	TASK NAME DESCRIPTION	AFLP PRIME	CD&P SUB	Inland SUB	SEC SUB	TOTAL
Section 1	ROUTE AND DESIGN STUDIES	$0.00	$0.00	$0.00	$0.00	**$ -**
Section 2	ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT	$0.00	($13,500.00)	$0.00	$0.00	**$ (13,500.00)**
Section 3	RIGHT-OF-WAY MAPPING	$0.00	$0.00	$0.00	$0.00	**$ -**
Section 4	DESIGN SURVEYS AND CONSTRUCTION SURVEYS	$0.00	$0.00	$0.00	$0.00	**$ -**
Section 5	ROADWAY DESIGN CONTROLS	$0.00	$0.00	$0.00	$0.00	**$ -**
Section 6	DRAINAGE	$0.00	$0.00	$0.00	$0.00	**$ -**
Section 7	SIGNING, PAVEMENT MARKEINGS AND SIGNALIZATION	$0.00	$0.00	$0.00	$0.00	**$ -**
Section 8	MISCELLANEOUS (ROADWAY)	$0.00	$0.00	$0.00	$0.00	**$ -**
Section 9	PROJECT MANAGEMENT AND ADMINISTRATION	$0.00	$0.00	$0.00	$0.00	**$ -**
Section 10	BIDDING AND CONSTRUCTION PHASE SERVICES	$229,852.00	$0.00	$0.00	$0.00	**$ 229,852.00**
Section 11	BRIDGE DESIGN	$0.00	$0.00	$0.00	$0.00	**$ -**
ODE	OTHER DIRECT EXPENSES	$0.00	$0.00	$0.00	$0.00	**$ -**
	TOTAL	**$ 229,852.00**	**($13,500.00)**	**$ -**	**$ -**	**$ 216,352.00**
		106%	-6%	0%	0%	

2. "DECK REPAIR" - FEE SCHEDULE SUMMARY BY FUNCTION CODE

LUMP SUM	TASK NAME	AFLP	CD&P	Inland	SEC	TOTAL
FUNCTION CODE	DESCRIPTION	PRIME	SUB	SUB	SUB	
Section 1	ROUTE AND DESIGN STUDIES	$2,793.00	$0.00	$0.00	$0.00	**$ 2,793.00**
Section 2	ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT	$0.00	$0.00	$0.00	$0.00	**$ -**
Section 3	RIGHT-OF-WAY MAPPING	$0.00	$0.00	$0.00	$0.00	**$ -**
Section 4	DESIGN SURVEYS AND CONSTRUCTION SURVEYS	$0.00	$0.00	$33,114.00	$0.00	**$ 33,114.00**
Section 5	ROADWAY DESIGN CONTROLS	$0.00	$0.00	$0.00	$0.00	**$ -**
Section 6	DRAINAGE	$0.00	$0.00	$0.00	$0.00	**$ -**
Section 7	SIGNING, PAVEMENT MARKEINGS AND SIGNALIZATION	$0.00	$0.00	$0.00	$0.00	**$ -**
Section 8	MISCELLANEOUS (ROADWAY)	$0.00	$0.00	$0.00	$0.00	**$ -**
Section 9	PROJECT MANAGEMENT AND ADMINISTRATION	$0.00	$0.00	$0.00	$0.00	**$ -**
Section 10	BIDDING AND CONSTRUCTION PHASE SERVICES	$0.00	$0.00	$0.00	$0.00	**$ -**
Section 11	BRIDGE DESIGN	$67,004.00	$0.00	$0.00	$0.00	**$ 67,004.00**
ODE	OTHER DIRECT EXPENSES	$15,000.00	$0.00	$0.00	$0.00	**$ 15,000.00**
	TOTAL	**$ 84,797.00**	**$ -**	**$ 33,114.00**	**$ -**	**$ 117,911.00**
		72%	0%	28%	0%	

3. "ROUNDABOUT" - FEE SCHEDULE SUMMARY BY FUNCTION CODE

LUMP SUM	TASK NAME	AFLP	CD&P	Inland	SEC	TOTAL
FUNCTION CODE	DESCRIPTION	PRIME	SUB	SUB	SUB	
Section 1	ROUTE AND DESIGN STUDIES	$0.00	$0.00	$0.00	$0.00	**$ -**
Section 2	ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT	$0.00	$0.00	$0.00	$0.00	**$ -**
Section 3	RIGHT-OF-WAY MAPPING	$1,514.00	$0.00	$13,711.00	$0.00	**$ 15,225.00**
Section 4	DESIGN SURVEYS AND CONSTRUCTION SURVEYS	$0.00	$0.00	$8,340.00	$0.00	**$ 8,340.00**
Section 5	ROADWAY DESIGN CONTROLS	$11,850.00	$0.00	$0.00	$0.00	**$ 11,850.00**
Section 6	DRAINAGE	$70,605.00	$0.00	$0.00	$0.00	**$ 70,605.00**
Section 7	SIGNING, PAVEMENT MARKEINGS AND SIGNALIZATION	$9,428.00	$0.00	$0.00	$0.00	**$ 9,428.00**
Section 8	MISCELLANEOUS (ROADWAY)	$6,387.00	$0.00	$0.00	$2,515.00	**$ 8,902.00**
Section 9	PROJECT MANAGEMENT AND ADMINISTRATION	$26,980.00	$0.00	$0.00	$0.00	**$ 26,980.00**
Section 10	BIDDING AND CONSTRUCTION PHASE SERVICES	$0.00	$0.00	$0.00	$0.00	**$ -**
Section 11	BRIDGE DESIGN	$0.00	$0.00	$0.00	$0.00	**$ -**
ODE	OTHER DIRECT EXPENSES	$0.00	$0.00	$0.00	$0.00	**$ -**
	TOTAL	**$ 126,764.00**	**$ -**	**$ 22,051.00**	**$ 2,515.00**	**$ 151,330.00**
		84%	0%	15%	2%	

PRIME PROVIDER NAME: Aguirre & Fields, LP

TASK DESCRIPTION	PROJECT MANAGER	ENGINEER (PROJECT)	ENGINEER (STRUCTURAL) - SENIOR	ENGINEER (STRUCTURAL)	EIT	ENGINEER TECHNICIAN - SENIOR	ENGINEER TECHNICIAN - JUNIOR	TOTAL LABOR HOURS & COSTS
Section 10 - BIDDING AND CONSTRUCTION PHASE SERVICES								
Construction Administration ("CPS")								
4. Review Shop Drawings (30 additional, 41 total, 11 remaining)	75	175	100	175				525
6. Respond to RFIs (20 additional, 28 total, 13 remaining)	25	50	50	50				175
10. Contractor Pay Requests (18 additional, 24 total, 12 remaining)	45							45
11. Temporary Sidewalk Analysis and Design								
a. Proposed Typical Sections		1					2	3
b. Quantity Summaries		2	2	2	4			10
c. Roadway Plan & Profile	4	8			12		12	36
d. Intersection Layouts		2			4		4	10
e. Bridge Layout			2	6		8		16
f. Bridge Typical Sections			1	1		4		6
g. Rail Removal and Retrofit Details			2	4		4		10
h. Bridge Span Layouts			2	4		10		16
i. Traffic Rail Standards (C1W Mod)			2	8		10		20
j. Signing and Pavement Marking Layouts	4	8			12		12	36
k. Temporary Bridge Rating Calculations	1		40					41
HOURS SUB-TOTALS	154	246	201	250	32	36	30	949
CONTRACT RATE PER HOUR	$335.00	$211.00	$298.00	$208.00	$131.00	$201.00	$101.00	
TOTAL LABOR COSTS	$51,590.00	$51,906.00	$59,898.00	$52,000.00	$4,192.00	$7,236.00	$3,030.00	$229,852.00
% DISTRIBUTION OF STAFFING	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
SUBTOTAL (Section 10)								**$229,852.00**

TASK DESCRIPTION	TOTAL MH BY FC	TOTAL COSTS BY FC
ROUTE AND DESIGN STUDIES (Section 1)	0	$0.00
ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (Section 2)	0	$0.00
RIGHT OF WAY DATA (Section 3)	0	$0.00
DESIGN SURVEYS AND CONSTRUCTION SURVEYS (Section 4)	0	$0.00
ROADWAY DESIGN CONTROLS (Section 5)	0	$0.00
DRAINAGE (Section 6)	0	$0.00
SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION (Section 7)	0	$0.00
MISCELLANEOUS (ROADWAY) (Section 8)	0	$0.00
PROJECT MANAGEMENT AND ADMINISTRATION (Section 9)	0	$0.00
BIDDING AND CONSTRUCTION PHASE SERVICES (Section 10)	949	$229,852.00
BRIDGE DESIGN (Section 11)	0	$0.00
SUBTOTAL LABOR EXPENSES	949	**$229,852.00**

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	$229,852.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	$0.00
GRAND TOTAL	**$229,852.00**

SUBPROVIDER NAME: Concept Development and Planning

TASK DESCRIPTION	PUBLIC ENGAGEMENT PRINCIPAL	PUBLIC ENGAGEMENT PROJECT MANAGER	PUBLIC ENGAGEMENT SPECIALIST LEAD	PUBLIC ENGAGEMENT SPECIALIST	PUBLIC ENGAGEMENT COORDINATOR	TOTAL LABOR HOURS & COSTS
Section 2 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES						
B. Public Information ("CPS")						
B. Public Involvement Stakeholder Outreach (public meeting complete; 3 stakeholder mtgs complete, **2 stakeholder mtg remaining in scope**)	-4	-16		-16	-4	-40
C. Project Materials (3 flyers complete, **1 flyer remaining in scope**; 1 postcards complete, **0 postcards remaining in scope**; 2 maps complete, **0 maps remaining in scope**; 1 signs complete, **0 signs remaining in scope**)		-4	-20		-8	-32
D. Public Involvement Project Updates (4 updates complete, **2 updates remaining in scope**; 2 media releases complete, **2 media releases remaining in scope**; 4 social media updates complete, **2 social updates remaining in scope**)	-2	-4		-4	-4	-14
E. Public Involvement Website Updates (2 complete, **2 remaining in scope**)		-2	-2		-2	-6
HOURS SUB-TOTALS	-6	-26	-22	-20	-18	-92
CONTRACT RATE PER HOUR	$225.00	$175.00	$150.00	$125.00	$100.00	
TOTAL LABOR COSTS	-$1,350.00	-$4,550.00	-$3,300.00	-$2,500.00	-$1,800.00	-$13,500.00
% DISTRIBUTION OF STAFFING	6.5%	28.3%	23.9%	21.7%	19.6%	
SUBTOTAL (FC 120)						**($13,500.00)**

TASK DESCRIPTION					TOTAL MH BY FC	TOTAL COSTS BY FC
ROUTE AND DESIGN STUDIES (Section 1)					0	$0.00
ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (Section 2)					-92	($13,500.00)
RIGHT OF WAY DATA (Section 3)					0	$0.00
DESIGN SURVEYS AND CONSTRUCTION SURVEYS (Section 4)					0	$0.00
ROADWAY DESIGN CONTROLS (Section 5)					0	$0.00
DRAINAGE (Section 6)					0	$0.00
SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION (Section 7)					0	$0.00
MISCELLANEOUS (ROADWAY) (Section 8)					0	$0.00
PROJECT MANAGEMENT AND ADMINISTRATION (Section 9)					0	$0.00
BIDDING AND CONSTRUCTION PHASE SERVICES (Section 10)					0	$0.00
BRIDGE DESIGN (Section 11)					0	$0.00
SUBTOTAL LABOR EXPENSES					-92	**($13,500.00)**
SUMMARY						
TOTAL COSTS FOR PRIME ONLY	($13,500.00)					
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	$0.00					
GRAND TOTAL	**($13,500.00)**					

PRIME PROVIDER NAME: Aguirre & Fields, LP

TASK DESCRIPTION	PRINCIPAL (Advise/QC)	PROJECT MANAGER	ENGINEER (STRUCTURAL) - SENIOR	ENGINEER TECHNICIAN - SENIOR	TOTAL LABOR HOURS & COSTS
Section 1 - ROUTE & DESIGN STUDIES					
A. Data Collection and Field Reconnaissance ("Deck Repair")					
2. Site Visit & Field Reconnaissance		3	6		9
HOURS SUB-TOTALS	0	3	6	0	9
CONTRACT RATE PER HOUR	$350.00	$335.00	$298.00	$201.00	
TOTAL LABOR COSTS	$0.00	$1,005.00	$1,788.00	$0.00	$2,793.00
% DISTRIBUTION OF STAFFING	0.0%	33.3%	66.7%	0.0%	
SUBTOTAL (Section 1)					**$2,793.00**

TASK DESCRIPTION	PRINCIPAL (Advise/QC)	PROJECT MANAGER	ENGINEER (STRUCTURAL) - SENIOR	ENGINEER TECHNICIAN - SENIOR	TOTAL LABOR HOURS & COSTS
Section 11 - BRIDGE DESIGN					
Bridge Analysis and Recommendations ("Deck Repair")					
1. Prepare Analysis and Recommendations Report	20	48	142	8	218
HOURS SUB-TOTALS	20	48	142	8	218
CONTRACT RATE PER HOUR	$350.00	$335.00	$298.00	$201.00	
TOTAL LABOR COSTS	$7,000.00	$16,080.00	$42,316.00	$1,608.00	$67,004.00
% DISTRIBUTION OF STAFFING	#DIV/0!	#VALUE!	#VALUE!	#VALUE!	
SUBTOTAL (Section 11)					**$67,004.00**

TASK DESCRIPTION				**TOTAL MH BY FC**	**TOTAL COSTS BY FC**
ROUTE AND DESIGN STUDIES (Section 1)				9	$2,793.00
ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (Section 2)				0	$0.00
RIGHT OF WAY DATA (Section 3)				0	$0.00
DESIGN SURVEYS AND CONSTRUCTION SURVEYS (Section 4)				0	$0.00
ROADWAY DESIGN CONTROLS (Section 5)				0	$0.00
DRAINAGE (Section 6)				0	$0.00
SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION (Section 7)				0	$0.00
MISCELLANEOUS (ROADWAY) (Section 8)				0	$0.00
PROJECT MANAGEMENT AND ADMINISTRATION (Section 9)				0	$0.00
BIDDING AND CONSTRUCTION PHASE SERVICES (Section 10)				0	$0.00
BRIDGE DESIGN (Section 11)				218	$67,004.00
SUBTOTAL LABOR EXPENSES				227	**$69,797.00**
OTHER DIRECT EXPENSES	**UNIT**	**# OF UNITS**	**COST/UNIT**		
Nondestructive Testing of Bridge Deck ("Deck Repair")	each	1	$15,000.00		$15,000.00
SUBTOTAL DIRECT EXPENSES					**$15,000.00**

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	$69,797.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	$15,000.00
GRAND TOTAL	**$84,797.00**

SUBPROVIDER NAME: Inland Geodetics

TASK DESCRIPTION	PRINCIPAL (Advise/QC)	ONE PERSON CREW	TWO PERSON CREW	SENIOR PROJECT MANAGER	SENIOR SURVEYOR (RPLS)	SIT	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS
Section 4 - FIELD SURVEYING								
B. Topo Survey								
"Deck Repair"	1	8	80	30	20	60	2	201
HOURS SUB-TOTALS	1	8	80	30	20	60	2	201
CONTRACT RATE PER HOUR	$200.00	$120.00	$200.00	$175.00	$175.00	$118.00	$62.00	
TOTAL LABOR COSTS	$200.00	$960.00	$16,000.00	$5,250.00	$3,500.00	$7,080.00	$124.00	$33,114.00
% DISTRIBUTION OF STAFFING	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
SUBTOTAL (Section 4)								**$33,114.00**

TASK DESCRIPTION							TOTAL MH BY FC	TOTAL COSTS BY FC
ROUTE AND DESIGN STUDIES (Section 1)							0	$0.00
ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (Section 2)							0	$0.00
RIGHT OF WAY DATA (Section 3)							0	$0.00
DESIGN SURVEYS AND CONSTRUCTION SURVEYS (Section 4)							201	$33,114.00
ROADWAY DESIGN CONTROLS (Section 5)							0	$0.00
DRAINAGE (Section 6)							0	$0.00
SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION (Section 7)							0	$0.00
MISCELLANEOUS (ROADWAY) (Section 8)							0	$0.00
PROJECT MANAGEMENT AND ADMINISTRATION (Section 9)							0	$0.00
BIDDING AND CONSTRUCTION PHASE SERVICES (Section 10)							0	$0.00
BRIDGE DESIGN (Section 11)							0	$0.00
SUBTOTAL LABOR EXPENSES							201	**$33,114.00**

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	$33,114.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	$0.00
GRAND TOTAL	**$33,114.00**

PRIME PROVIDER NAME: Aguirre & Fields, LP

TASK DESCRIPTION	PRINCIPAL (Advise/QC)	PROJECT MANAGER	ENGINEER (PROJECT)	ENGINEER (STRUCTURAL)	ENGINEER (HYDRAULIC) - SENIOR	ENGINEER (HYDRAULIC)	EIT	ENGINEER TECHNICIAN - SENIOR	ENGINEER TECHNICIAN - JUNIOR	TOTAL LABOR HOURS & COSTS
Section 3 - RIGHT-OF-WAY DATA										
A. Proposed ROW ("Roundabout")										
1. Prepare ROW Exhibits (up to 1 exhibit)		1	2							3
3. Prepare Parcel Acquisition Documents (up to 1 parcel)		1	2							3
HOURS SUB-TOTALS	0	2	4	0	0	0	0	0	0	6
CONTRACT RATE PER HOUR	$350.00	$335.00	$211.00	$208.00	$298.00	$191.00	$131.00	$201.00	$101.00	
TOTAL LABOR COSTS	$0.00	$670.00	$844.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,514.00
% DISTRIBUTION OF STAFFING	0.0%	33.3%	66.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
SUBTOTAL (Section 3)										**$1,514.00**

TASK DESCRIPTION	PRINCIPAL (Advise/QC)	PROJECT MANAGER	ENGINEER (PROJECT)	ENGINEER (STRUCTURAL)	ENGINEER (HYDRAULIC) - SENIOR	ENGINEER (HYDRAULIC)	EIT	ENGINEER TECHNICIAN - SENIOR	ENGINEER TECHNICIAN - JUNIOR	TOTAL LABOR HOURS & COSTS
Section 5 - ROADWAY DESIGN CONTROLS (AFLP)										
6. 3D Roadway Model ("Roundabout")		4	16		4	8	8	4		44
7. Roadway Cross Sections ("Roundabout")		2	4				8			14
HOURS SUB-TOTALS	0	6	20	0	4	8	16	4	0	58
CONTRACT RATE PER HOUR	$350.00	$335.00	$211.00	$208.00	$298.00	$191.00	$131.00	$201.00	$101.00	
TOTAL LABOR COSTS	$0.00	$2,010.00	$4,220.00	$0.00	$1,192.00	$1,528.00	$2,096.00	$804.00	$0.00	$11,850.00
% DISTRIBUTION OF STAFFING	0.0%	10.3%	34.5%	0.0%	6.9%	13.8%	27.6%	6.9%	0.0%	
SUBTOTAL (Section 5)										**$11,850.00**

TASK DESCRIPTION	PRINCIPAL (Advise/QC)	PROJECT MANAGER	ENGINEER (PROJECT)	ENGINEER (STRUCTURAL)	ENGINEER (HYDRAULIC) - SENIOR	ENGINEER (HYDRAULIC)	EIT	ENGINEER TECHNICIAN - SENIOR	ENGINEER TECHNICIAN - JUNIOR	TOTAL LABOR HOURS & COSTS
Section 6 - DRAINAGE										
1. Hydrologic Analysis ("Roundabout")										
1b. Hydrologic Analysis - Coordination and Review Existing Model		1			4	8				13
1c. Hydrologic Analysis - Develop Revised Existing Conditions HEC-RAS model		1			4	8	32			45
1d. Hydrologic Analysis - Develop Proposed Conditions HEC-RAS model		1			2	4	24			31
1e. Hydrologic Analysis - Determine Impacts and Develop Grading Alternatives		4	16	2	8	16	24			70
1f. Hydrologic Analysis - Develop Final "No Rise" Proposed Conditions HEC-RAS model		1			2	4	8			15
1g. Hydrologic Analysis - Develop Hydraulic Report for No Rise Certification	2	4			6	12	36	20		80
1h. Hydrologic Analysis - Coordinate with FPA		2			2	2				6
4. Plans Preparation ("Roundabout")	2	4			5	10	75	36		132
HOURS SUB-TOTALS	4	18	16	2	33	64	199	56	0	392
CONTRACT RATE PER HOUR	$350.00	$335.00	$211.00	$208.00	$298.00	$191.00	$131.00	$201.00	$101.00	
TOTAL LABOR COSTS	$1,400.00	$6,030.00	$3,376.00	$416.00	$9,834.00	$12,224.00	$26,069.00	$11,256.00	$0.00	$70,605.00
% DISTRIBUTION OF STAFFING	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
SUBTOTAL (Section 6)										**$70,605.00**

TASK DESCRIPTION	PRINCIPAL (Advise/QC)	PROJECT MANAGER	ENGINEER (PROJECT)	ENGINEER (STRUCTURAL)	ENGINEER (HYDRAULIC) - SENIOR	ENGINEER (HYDRAULIC)	EIT	ENGINEER TECHNICIAN - SENIOR	ENGINEER TECHNICIAN - JUNIOR	TOTAL LABOR HOURS & COSTS
Section 7 - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION										
Rectangular Rapid Flashing Beacon ("Roundabout")										
1. Proven Safety Countermeasures Analysis		2	4				4			10
2. RRFB Design		1	2				4		4	11
3. RRFB Vendor Coordination		12								12
4. RRFB Standards and Specifications		1	2				4		4	11
HOURS SUB-TOTALS	0	16	8	0	0	0	12	0	8	44
CONTRACT RATE PER HOUR	$350.00	$335.00	$211.00	$208.00	$298.00	$191.00	$131.00	$201.00	$101.00	
TOTAL LABOR COSTS	$0.00	$5,360.00	$1,688.00	$0.00	$0.00	$0.00	$1,572.00	$0.00	$808.00	$9,428.00
% DISTRIBUTION OF STAFFING	0.0%	36.4%	18.2%	0.0%	0.0%	0.0%	27.3%	0.0%	18.2%	
SUBTOTAL (Section 7)										**$9,428.00**

TASK DESCRIPTION	PRINCIPAL (Advise/QC)	PROJECT MANAGER	ENGINEER (PROJECT)	ENGINEER (STRUCTURAL)	ENGINEER (HYDRAULIC) - SENIOR	ENGINEER (HYDRAULIC)	EIT	ENGINEER TECHNICIAN - SENIOR	ENGINEER TECHNICIAN - JUNIOR	TOTAL LABOR HOURS & COSTS
Section 8 - MISCELLANEOUS (ROADWAY)										
Erosion Control Plans (SW3P) ("Roundabout")										
1. SW3P Sheet			1				1			2
2. Epic Sheet			1				1			2
3. Erosion Control Layouts (1:50, double banked, 3 sheets)		1	2				4		4	11
Utilities ("Roundabout")										
1. Small Water Line Relocations			4				8		4	16
2. Small Wastewater Line Relocations			2				4		2	8
3. Hardscape Features for Electric Line Relocations			1				2		1	4
HOURS SUB-TOTALS	0	1	11	0	0	0	20	0	11	43
CONTRACT RATE PER HOUR	$350.00	$335.00	$211.00	$208.00	$298.00	$191.00	$131.00	$201.00	$101.00	
	$0.00	$335.00	$2,321.00	$0.00	$0.00	$0.00	$2,620.00	$0.00	$1,111.00	$6,387.00
% DISTRIBUTION OF STAFFING	0.0%	2.3%	25.6%	0.0%	0.0%	0.0%	46.5%	0.0%	25.6%	
SUBTOTAL (Section 8)										**$6,387.00**

TASK DESCRIPTION	PRINCIPAL (Advise/QC)	PROJECT MANAGER	ENGINEER (PROJECT)	ENGINEER (STRUCTURAL)	ENGINEER (HYDRAULIC) - SENIOR	ENGINEER (HYDRAULIC)	EIT	ENGINEER TECHNICIAN - SENIOR	ENGINEER TECHNICIAN - JUNIOR	TOTAL LABOR HOURS & COSTS
Section 9 - PROJECT MANAGEMENT AND ADMINISTRATION										
General Contract Administration ("Roundabout")										
4. Coordinate with City and TxDOT (Prepare, distribute, and file written and electronic correspondence, phone calls, and meeting minutes) (6 hr/month)		36								36
5. Coordinate with Sub-Consultants (Prepare, distribute, and file written and electronic correspondence, phone calls, and meeting minutes) (4 hr/month)		24								24
6. Record keeping and dissemination of project information (2 hr/month)		12								12
QA/QC ("Roundabout")										
1.4. Drainage and Water Quality	2	2			5					9
HOURS SUB-TOTALS	2	74	0	0	5	0	0	0	0	81
CONTRACT RATE PER HOUR	$350.00	$335.00	$211.00	$208.00	$298.00	$191.00	$131.00	$201.00	$101.00	
TOTAL LABOR COSTS	$700.00	$24,790.00	$0.00	$0.00	$1,490.00	$0.00	$0.00	$0.00	$0.00	$26,980.00
% DISTRIBUTION OF STAFFING	2.5%	91.4%	0.0%	0.0%	6.2%	0.0%	0.0%	0.0%	0.0%	
SUBTOTAL (Section 9)										**$26,980.00**

TASK DESCRIPTION									**TOTAL MH BY FC**	**TOTAL COSTS BY FC**
ROUTE AND DESIGN STUDIES (Section 1)									0	$0.00
ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (Section 2)									0	$0.00
RIGHT OF WAY DATA (Section 3)									6	$1,514.00
DESIGN SURVEYS AND CONSTRUCTION SURVEYS (Section 4)									0	$0.00
ROADWAY DESIGN CONTROLS (Section 5)									58	$11,850.00
DRAINAGE (Section 6)									392	$70,605.00
SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION (Section 7)									44	$9,428.00
MISCELLANEOUS (ROADWAY) (Section 8)									43	$6,387.00
PROJECT MANAGEMENT AND ADMINISTRATION (Section 9)									81	$26,980.00
BIDDING AND CONSTRUCTION PHASE SERVICES (Section 10)									0	$0.00
BRIDGE DESIGN (Section 11)									0	$0.00
SUBTOTAL LABOR EXPENSES									624	**$126,764.00**

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	$126,764.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	$0.00
GRAND TOTAL	**$126,764.00**

SUBPROVIDER NAME: Inland Geodetics

TASK DESCRIPTION	ONE PERSON CREW	TWO PERSON CREW	SENIOR PROJECT MANAGER	SENIOR SURVEYOR (RPLS)	SENIOR SURVEY TECHNICIAN	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS
Section 3 - RIGHT-OF-WAY DATA							
A. Proposed ROW ("Roundabout")							
1. Prepare ROW Exhibits (up to 1 exhibit)			1	1	6	1	9
2. Perform Initial Boundary Field Survey	4	6	1	1	8	1	21
Prepare ROW Plan Set			1	1	10		12
3. Prepare Parcel Acquisition Documents (up to 1 parcel)			1	4	28		33
4. Install Monumentation	4	6	1	1	2	1	15
5. Review Title Reports (up to 1 parcel)				2	4		6
HOURS SUB-TOTALS	8	12	5	10	58	3	96
CONTRACT RATE PER HOUR	$120.00	$200.00	$175.00	$175.00	$130.00	$62.00	
TOTAL LABOR COSTS	$960.00	$2,400.00	$875.00	$1,750.00	$7,540.00	$186.00	$13,711.00
% DISTRIBUTION OF STAFFING	8.3%	12.5%	5.2%	10.4%	60.4%	3.1%	
SUBTOTAL (Section 3)							**$13,711.00**

TASK DESCRIPTION	ONE PERSON CREW	TWO PERSON CREW	SENIOR PROJECT MANAGER	SENIOR SURVEYOR (RPLS)	SENIOR SURVEY TECHNICIAN	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS
Section 4 - FIELD SURVEYING							
B. Topo Survey							
"Roundabout"							
4. Topo Survey	8	8	2	4	12		34
10. Tree Survey	8	8	1	1	2		20
HOURS SUB-TOTALS	16	16	3	5	14	0	54
CONTRACT RATE PER HOUR	$120.00	$200.00	$175.00	$175.00	$130.00	$62.00	
TOTAL LABOR COSTS	$1,920.00	$3,200.00	$525.00	$875.00	$1,820.00	$0.00	$8,340.00
% DISTRIBUTION OF STAFFING	16.7%	16.7%	3.1%	5.2%	14.6%	0.0%	
SUBTOTAL (Section 4)							**$8,340.00**

TASK DESCRIPTION						**TOTAL MH BY FC**	**TOTAL COSTS BY FC**
ROUTE AND DESIGN STUDIES (Section 1)						0	$0.00
ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (Section 2)						0	$0.00
RIGHT OF WAY DATA (Section 3)						96	$13,711.00
DESIGN SURVEYS AND CONSTRUCTION SURVEYS (Section 4)						54	$8,340.00
ROADWAY DESIGN CONTROLS (Section 5)						0	$0.00
DRAINAGE (Section 6)						0	$0.00
SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION (Section 7)						0	$0.00
MISCELLANEOUS (ROADWAY) (Section 8)						0	$0.00
PROJECT MANAGEMENT AND ADMINISTRATION (Section 9)						0	$0.00
BIDDING AND CONSTRUCTION PHASE SERVICES (Section 10)						0	$0.00
BRIDGE DESIGN (Section 11)						0	$0.00
SUBTOTAL LABOR EXPENSES						150	**$22,051.00**

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	$22,051.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	$0.00
GRAND TOTAL	**$22,051.00**

SUBPROVIDER NAME: SEC Planning, LLC

TASK DESCRIPTION	Principal	Director	Senior PM	PM	LA2	LA1	TOTAL LABOR HOURS & COSTS
Section 8 - MISCELLANEOUS (ROADWAY)							
Landscape Architecture (LA) ("Roundabout")							
1. Concepts and Image Boards	1	1	2	4	8	4	20
HOURS SUB-TOTALS	1	1	2	4	8	4	20
CONTRACT RATE PER HOUR	$200.00	$175.00	$160.00	$125.00	$115.00	$100.00	
	$200.00	$175.00	$320.00	$500.00	$920.00	$400.00	$2,515.00
% DISTRIBUTION OF STAFFING	5.0%	5.0%	10.0%	20.0%	40.0%	20.0%	
SUBTOTAL (Section 8)							**$2,515.00**

TASK DESCRIPTION						**TOTAL MH BY FC**	**TOTAL COSTS BY FC**
ROUTE AND DESIGN STUDIES (Section 1)						0	$0.00
ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (Section 2)						0	$0.00
RIGHT OF WAY DATA (Section 3)						0	$0.00
DESIGN SURVEYS AND CONSTRUCTION SURVEYS (Section 4)						0	$0.00
ROADWAY DESIGN CONTROLS (Section 5)						0	$0.00
DRAINAGE (Section 6)						0	$0.00
SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION (Section 7)						0	$0.00
MISCELLANEOUS (ROADWAY) (Section 8)						20	$2,515.00
PROJECT MANAGEMENT AND ADMINISTRATION (Section 9)						0	$0.00
BIDDING AND CONSTRUCTION PHASE SERVICES (Section 10)						0	$0.00
BRIDGE DESIGN (Section 11)						0	$0.00
SUBTOTAL LABOR EXPENSES						20	**$2,515.00**

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	$2,515.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	$0.00
GRAND TOTAL	**$2,515.00**

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Piggyback agreement with D.I.J. Construction, Inc, for Pavement Markings

SUGGESTED ACTION:
Consideration and possible action to approve a piggyback agreement between the City of Georgetown and D.I.J. Construction for the installation of pavement markings and purchase of related products, for a term to end November 5, 2030, in an amount not to exceed $853,265.00 – April Haughey, Assistant Public Works Director

ITEM SUMMARY:
Agreement with D.I.J. Construction to furnish all labor, materials, equipment, tools, transportation, and incidentals necessary for the performance of pavement marking services and related products on an as-needed basis, in accordance with the specifications. The term shall end November 5, 2030 to coincide with the piggyback agreement with the City of Round Rock, in an amount not to exceed $853,265.00 total for services.

DIJ Construction has entered into an Agreement with the City of Round Rock, a political subdivision of the State of Texas, to provide street striping services dated November 6, 2025.

Pursuant to Chapter 791 of the Texas Government Code, the City of Georgetown has the legal authority to "piggyback" onto a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public.

The City of Georgetown desires to "piggyback" onto the above referenced Contract between D.I.J. Construction and Round Rock, Texas dated November 6, 2025 for Striping Services, for 60 months, ending November 5, 2030.

FINANCIAL IMPACT:
Not to exceed $853,265.00 total for life of contract, General fund -Streets.

SUBMITTED BY:
Karen Frost, Public Works

ATTACHMENTS:
26-0197-SC DIJ Construction, Inc. [For CC 04.14.26].pdf

PIGGYBACK AGREEMENT
BETWEEN D.I.J. CONSTRUCTION INC.
AND THE CITY OF GEORGETOWN, TEXAS

This Agreement is entered into this ___ day of _____, 2026 ("Effective Date") by and between the **CITY OF GEORGETOWN**, a Texas Home-Rule Municipal Corporation (the "City"), and **D.I.J. CONSTRUCTION INC.** (the "Vendor"), (collectively, the "Parties"). The **Parties** hereby agree as follows:

WHEREAS, pursuant to Chapter 791 of the Texas Government Code, the City has the legal authority to "piggyback" onto a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public;

WHEREAS, on November 6, 2025, the Vendor entered into an Agreement with the City of Round Rock, a political subdivision of the State of Texas, to provide pavement marking services ("Contract"), attached and incorporated to this Agreement for all purposes ("Attachment");

WHEREAS, the City requires the services of a Vendor that can provide street striping services for the City;

WHEREAS, the City desires to piggyback onto the above-referenced Contract between the Vendor and the City of Round Rock dated November 6, 2025, for street striping services, and the Vendor consents to the piggybacking.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above stated recitals are true and correct.
2. Vendor affirms and ratifies the terms and conditions of the above-referenced Contract and agrees to perform the services set forth therein for the City in accordance with the terms of the Contract.
3. The City agrees to utilize the striping services of the Vendor in the manner and upon the terms and conditions as set forth in the Contract.
4. Except as otherwise stated herein, the terms and conditions of the Contract shall form the basis of this Agreement with the City having the rights, duties and obligations of the City of Round Rock thereunder. The Contract is hereby incorporated into this Agreement, and if any provision of this Agreement conflicts with any provision of the Contract, then the terms, conditions and provisions of this Agreement shall control.
5. The terms and conditions of the Contract are modified, amended or supplemented as follows:

    a. The term of the Agreement shall match the term of the Contract to end on

November 5, 2030.

b. The City may not spend more than $853,265.00 for Vendor's services in total for the entire term of the Agreement.

c. The prices listed in the Exhibit "A", Attachment D, of the Contract shall be the basis for any charges collected by Vendor.

d. The City hereby designates the following representatives authorized to act on its behalf with regard to this Agreement:

Eric Johnson
City of Georgetown
Public Works Director
Office (512) 819-3145
eric.johnson@georgetown.org

e. The Notice address for the City which shall be amended as follows:

City Manager
Attn: David Morgan
PO Box 409
Georgetown, Texas 78627

City Attorney
Attn: Skye Masson
PO Box 409
Georgetown, Texas 78627

f. This Agreement, with all exhibits, includes the entire agreement of the City and the Consultant and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to the subject of this agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties execute this Agreement.

D.I.J. CONSTRUCTION

By: Kellen Floyd

Printed Name: Kellen Floyd

Title: President

Date: 4/2/26

CITY OF GEORGETOWN

By: _____

Printed Name: Josh Schroeder

Title: Mayor

Date: _____

ATTEST:

_____

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney

ATTACHMENT
Agreement Between the City of Round Rock and D.I.J. Construction, Inc. for Purchase of Pavement Marking and Related Products

AGREEMENT BETWEEN THE CITY OF ROUND ROCK AND D.I.J. CONSTRUCTION, INC. FOR PURCHASE OF PAVEMENT MARKING AND RELATED PRODUCTS

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	**KNOW ALL BY THESE PRESENTS:**
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

This Agreement ("Agreement") is made and entered into on this the 6th day of November, 2025, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and D.I.J. CONSTRUCTION, INC., whose mailing address is P.O. Box 1609, Bertram, Texas 78605, referred to herein as "Vendor." This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase pavement marking services and related products; and

WHEREAS, City has issued its "Request for Proposals" for the provision of said services; and

WHEREAS, City has determined the proposal submitted by Vendor provides the best value to the City; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.0 DEFINITIONS

A. **Agreement** means this binding legal contract between City and Vendor whereby City is obligated to buy specified services and Vendor is obligated to sell same. The Agreement includes the following: (a) City's Request for Proposal, designated Solicitation Number 25-028 dated July 2025 ("RFP"); (b) Vendor's Proposal; and (c) any exhibits and/or addenda thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference

R-2025-292

in the following order:

(1) This Agreement;

(2) Vendor's Proposal;

(3) City's Request for Proposals, Addenda, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date set out in the introductory paragraph above.

D. **Services** mean the specified services, supplies, materials, commodities, or equipment.

E. **Vendor** means D.I.J. Construction, Inc., or any successors or assigns.

2.0 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the Effective Date and shall remain in full force and effect unless and until it expires by operation of the term indicated herein or is terminated or extended as provided herein.

B. The term of this Agreement shall be for sixty (60) months from the Effective Date.

C. City reserves the right to review the relationship at any time and may elect to terminate this Agreement with or without cause or may elect to continue.

3.0 CONTRACT DOCUMENTS AND EXHIBITS

A. City selected Vendor to supply the Services as outlined in the RFP; any Addenda to RFP; and the Proposal submitted by Vendor, all as specified in Exhibit "A," incorporated herein by reference for all purposes. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the RFP and any Addenda to RFP and as offered by Vendor in its Proposal.

The Services which are the subject matter of this Agreement are described in Exhibit "A" which is fully a part of this Agreement as if repeated herein in full.

4.0 ITEMS AWARDED; SCOPE OF WORK

A. All items in "Attachment D – Cost Proposal Sheet" of Exhibit "A" are awarded to Vendor.

B. Vendor shall satisfactorily provide all Services described in Exhibit "A," attached hereto, within the contract term specified in Section 2.0. Vendor's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.0 COSTS

A. In consideration for the Services to be performed by Vendor, City agrees to pay Vendor the amounts set forth in "Attachment D – Cost Proposal" of Exhibit "A."

B. The City shall is authorized to pay the Vendor an amount not-to-exceed **$3,856,200.00** for the term of this Agreement.

6.0 INVOICES

A. All invoices shall include, at a minimum, the following information:

1. Name and address of Vendor;

2. Purchase Order Number;

3. Description and quantity of Services provided; and

4. Delivery dates.

7.0 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

A. Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

B. Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's proposal, with the consent and agreement of the successful service provider(s) and the City. Such agreement shall be conclusively inferred for the Vendor from lack of exception to this clause in the service provider's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

8.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the Services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Vendor a written notice of termination at the end of its then-current fiscal year.

9.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives the Services under this Agreement, the date the performance of the Services under this Agreement are completed, or the date City receives a correct invoice for the services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

1. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the Service performed that cause the payment to be late; or

2. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the Services performed that causes the payment to be late; or

3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

10.0 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

11.0 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

12.0 INSURANCE

Vendor shall meet all City of Round Rock insurance requirements set forth in the RFP and on the City's website at:
https://www.roundrocktexas.gov/wp-content/uploads/2024/12/CORR-Insurance-08-2024.pdf

13.0 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Matt Fitzgerald, Superintendent - Transportation
Public Works Department
3400 Sunrise Road
Round Rock, TX 78665
(512) 341-3186
mattfitzgerald@roundrocktexas.gov

14.0 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

15.0 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City acquiring the specified goods elsewhere.

Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

1. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;

2. Becomes insolvent or seeks relief under the bankruptcy laws of the United States, and is unable to perform its material obligations under the Agreement.

16.0 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for Services it would have performed under the remaining term of the Agreement except as provided herein.

17.0 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars ($100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that

discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars ($100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

19.0 ASSIGNMENT AND DELEGATION

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

20.0 NOTICES

A. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to recipient's address as stated in this Agreement; or

2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

D.I.J. Construction, Inc.
P.O. Box 1609
Bertram, TX 78605

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephanie L. Sandre, City Attorney
309 East Main Street
Round Rock, TX 78664

B. Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

21.0 APPLICABLE LAW, ENFORCEMENT, AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

22.0 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

23.0 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

24.0 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

25.0 MISCELLANEOUS PROVISIONS

A. Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

B. Time is of the Essence. The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner. Where damage is caused to City due to Vendor's failure to perform in the special timing requirement circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

C. Binding Agreement. This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.

D. Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

D.I.J. Construction, Inc.

By: _____
Printed Name: Terry Nix
Title: President
Date Signed: 10-2-2025

City of Round Rock, Texas

By: _____
Printed Name: Craig Morgen
Title: Mayor
Date Signed: 11/12/2025

For City, Attest:

By: _____
Ann Franklin, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

ROUND ROCK TEXAS
PURCHASING DIVISION

City of Round Rock, Texas

Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

REQUEST FOR PROPOSAL (RFP)

PAVEMENT MARKING SERVICES AND RELATED PRODUCTS

SOLICITATION NUMBER 25-028

JULY 2025

City of Round Rock
Pavement Marking Services and Related Products
RFP No. 25-028
Commodity Code: 968-61, 912-76, 550-36
August 2025

PAVEMENT MARKING SERVICES, AND RELATED PRODUCTS
PART I
GENERAL REQUIREMENTS

1. **PURPOSE AND BACKGROUND:** The City of Round Rock, herein after "the City" seeks proposals from firms with expertise in applying and removing reflective thermoplastic, pavement paint markings, curb painting, and related services.

   As part of the City's ongoing public works and transportation maintenance programs, the City is committed to maintaining safe and functional roadway infrastructure to support the ever-growing needs of its residents, businesses, and visitors.

2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-5
Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-9
Part IV – Scope of Work	Page(s) 10-11
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 12-14
Attachment A – Proposal Submittal Form	Separate Attachment
Attachment B – Reference Sheet	Separate Attachment
Attachment C – Subcontractor Information Form	Separate Attachment
Attachment D – Cost Proposal Sheet	Separate Attachment
Attachment E – Insurance Instructions	Separate Attachment
Attachment F- Prevailing Wage Rates	Separate Attachment

3. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	July 16, 2025
Optional Pre Proposal Meeting	July 25, 2025 @ 9:00 AM, CST
Deadline for submission of questions	August 1, 2025 @ 5:00 PM, CST
City responses to questions or addendums	Approx. August 5, 2025 @ 5:00 PM, CST
Deadline for submission of responses	August 22, 2025 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted through Bonfire in writing by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:

https://roundrocktexas.bonfirehub.com

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:

https://roundrocktexas.bonfirehub.com

4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at https://roundrocktexas.bonfirehub.com for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

5. **OPTIONAL PRE-PROPOSAL MEETING,:** An optional pre-proposal meeting will be conducted to fully acquaint Respondents with the scope of work, and difficulties or restrictions inherent in the specified services. The pre-proposal meeting will be conducted online via Microsoft Teams on the date specified in PART I, Section 3- Schedule of Events. Please find the link below for your usage.

   A. Respondents are strongly encouraged to familiarize themselves with the solicitation document.

   Pre-Bid Meeting- RFP PAVEMENT MARKING AND RELATED SERVICES 25-028 | Meeting-Join | Microsoft Teams

6. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: https://roundrocktexas.bonfirehub.com

   A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
   B. No paper or submittals outside of Bonfire will be accepted by the City.
   C. Responses cannot be altered or amended after digital opening.
   D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
   E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
   F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
   G. Late responses will not be considered.

7. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

8. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.

9. **OPPORTUNITY TO PROTEST:** The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at protest@roundrocktexas.gov.

   In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City.

   The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.

   A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.

   B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:

      i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.

      ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.

      iii. You must submit your protest in writing and must include the following information:

         a. your name, address, telephone number, and email address.

         b. the solicitation number.

         c. a specific identification of the statutory or regulatory provision that you are alleging has been violated.

         d. a detailed statement of the factual grounds for your protest, including copies of any relevant documents.

         e. a statement of any issues of law or fact that you contend must be resolved; and

         f. a statement of the argument and authority that you offer in support of your protest.

      iv. Your protest must be concise and presented logically and factually to help with the City's review.

v.

C. **Receipt of Timely Protest:** When the City receives a timely and complete written protest, the Purchasing Manager, with assistance from the City Attorney, shall make one of the following determinations:

i. Determine that a violation of rules and statutes has occurred prior to the award of the contract and inform you and other interested parties of the determination. The City will prepare updated solicitation documents and will re-solicit.

ii. Determine that no violation of rules or statutes has occurred and inform you and other interested parties of the decision by letter. The reasons for the determination will be presented in the letter.

iii. Determine that a violation of rules and statutes has occurred after the award of the contract and inform you and other interested parties of the determination. However, the awarded contract will not be canceled. As needed, corrective actions may be taken with purchasing or any other pertinent City staff.

iv. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.

v. **Any written decisions by the Purchasing Manager shall be the final administrative action for the City.**

All documentation pertaining to a protest will be kept on file at the City and are subject to open records requests.

City of Round Rock
Pavement Marking Services and Related Products
RFP No. 25-028
Commodity Code: 968-61, 912-76, 550-36
August 2025

PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS, AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at: https://www.roundrocktexas.gov/city-departments/purchasing/. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract.

2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: https://www.roundrocktexas.gov/city-departments/purchasing/

PART III
SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
   A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
   B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.

2. **RESPONDENT QUALIFICATIONS: The** City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
   A. Be firms, corporations, individuals, or partnerships normally engaged in providing pavement marking, services, and related products as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
   B. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
   C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.

3. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete and submit with their proposal response Attachment C: Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractors own acts and omissions. The Contractor shall:
   A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract.
   B. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Contractor, with the City being named as an additional insured; and
   C. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
   D. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.

4. **PREVAILING WAGE:** Pursuant to Chapter 2258 of the Texas Government Code, a worker employed on a public work project by a city must be paid: (1) not less than the general prevailing wage rate of per diem wages for work of a similar character in the locality in which the work is performed; and (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work. In accordance with Chapter 2258.022, the City adopted through Resolution No. R-2016-3760 the wage rates set forth by the Texas Workforce Commission for the Austin-Round Rock Area as the general prevailing wage rate for the City's public works contracts. A contractor or subcontractor who is awarded a contract by the City shall pay not less than the rates set forth in Attachment F and comply with all applicable sections of Chapter 2258.

   Attachment F – Prevailing Rates are posted in Solicitation Documents for RFP 25-028 Pavement Marking and Related Products on the City of Round Rock Bonfire website at:

   https://roundrocktexas.bonfirehub.com

5. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
   A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
   B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
   C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

6. **WORKFORCE:** Successful Respondent shall:
   A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
   B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
   C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.

7. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.

8. **PRICE INCREASE:** Contract prices for Pavement Marking and Related Products shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 10% for any single line item unless otherwise approved by the City.
   A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December), and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: http://www.bls.gov/cpi
   B. **Procedure to Request Increase:**
      i. Email the written price increase request to purchasing@roundrocktexas.gov with the rate detail comparison, a comprehensive calculation, and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase.
      ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request or negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

9. **ACCEPTANCE/INSPECTION :** Acceptance/Inspection should not take more than five (5) working days. The Contractor will be notified within the time frame if the services delivered are not in full compliance with the

specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.

10. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.

11. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.

12. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at https://roundrocktexas.bonfirehub.com once City Council has approved the recommendation of award and the agreement has been executed.

13. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**

A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.

B. **The City's designated representative:** The City's designated representative shall be:

Matt Fitzgerald
Transportation Superintendent
Public Works
Phone: 512-341-3186
E-mail: mattfitzgerald@roundrocktexas.gov

C. **Do not contact the individual listed above with questions or comments during the course of the solicitation.**

14. **INTERLOCAL PURCHASING AGREEMENTS:**

A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

B. The Contractor may offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.

C. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

City of Round Rock
Pavement Marking Services and Related Products
RFP No. 25-028
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PART IV
SCOPE OF WORK

1. **PURPOSE:** The City seeks proposals from qualified Respondents to furnish all labor, materials, equipment, tools, transportation, and incidentals necessary for the performance of pavement marking services and related products on an as-needed basis, in accordance with the specifications outlined within the scope of work.

   The City of Round Rock manages approximately 1,300 lane miles of roadways within its jurisdiction. The transportation division's street maintenance program aims to preserve and improve the conditions of existing roadways by monitoring, repairing, and maintaining the state of its roadways and streets as needed.

2. **MATERIAL SPECIFICATIONS:** All materials, equipment, preparation, application and removal methods shall be in accordance with the latest revisions of the City of Round Rock's Design and Construction Standards (DACS), Series 800 – Urban Transportation and the latest revisions of the Texas Manual on Uniform Traffic Control Devices (TXMUTCD).

   A. City of Round Rock Transportation Department DACS available at: www.roundrocktexas.gov/wp-content/uploads/2014/12/Standard-Urban-Transportation-800.pdf

   B. Texas Department of Transportation TXMUTCD is available at: Texas Manual on Uniform Traffic Control Devices (TMUTCD)

3. **DESIGNATED CONTACT PERSON:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified crew leader/point of contact upon award of the contract.

   A. The City shall be provided with the designated person's name and telephone number.

   B. This contact person shall remain the same throughout the term of the contract or upon termination of the contact person. If a change has been made in the contact person, the City's designated representative shall be notified by the Contractor immediately at the time of the change. NO substitutions of key personnel shall be permitted without written approval of the authorized City's designated representative.

   C. The designated contact person shall be identified in the solicitation response and may be required to attend an oral presentation to the evaluation team prior to award of contract.

   D. The City shall also be provided with a secondary designated contact person to communicate with if the primary contact is unavailable.

4. **MAINTAIN COMMUNICATION:** Communication is vital to the City of Round Rock. The City requires timely communication throughout the entire job process. The City understands that lead times can vary depending upon the size, manufacturer, and difficulty of the required tasks.

5. **SERVICE REQUIREMENTS: The** Contractor shall-

   A. Use machine or hand application per the instruction of the City's designated representative.
   B. Use equipment licensed and inspected by the Texas Department of Transportation and comply with all applicable State, Federal, and OSHA regulations.
   C. Only perform work within the City limits of Round Rock and only at the specified locations approved by the City's designated representative through a written Notice to Proceed.
   D. Conduct traffic control during projects for the duration of each job consistent with the provisions set forth in the "1980 Texas Manual on Uniform Traffic Control Devices for Streets and Highways" or the latest revisions thereof, issued under the authority of the "State of Texas Uniform Act Regulating Traffic on Highways", codified as Article 6701d Vernon's Civil Statues, pertinent sections being Section Nos. 24, 29, 30 and 31.
   E. Complete all work within thirty (30) days from the scheduled start date.
   F. Services shall include materials, equipment, construction methods, measurements, application and removal of markings of the specified types, colors, shapes, sizes, widths, and thickness shown on plans or as the City may require.

6. **CONTRACTOR RESPONSIBILITIES:** The Contractor shall-

   A. Staff each job with sufficient personnel to ensure safe and timely completion of the work.
   B. Coordinate with the City to develop a project schedule that is mutually agreeable to both parties.
   C. Demonstrate to the City's designated representative that all the work has been completed per the contract specifications and codes.
   D. Comply with all applicable safety standards as outlined in the Texas Manual on Uniform Traffic Control Devices (TXMUTCD).
   E. Keep the adjacent areas of the work site free from rubbish and the accumulation of any waste materials and properly dispose of all rubbish and waste materials according to applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulation .

7. **CITY RESPONSIBILITIES:** The City will-

   A. Provide specific location information to perform the work.
   B. Share applicable City plans with the Contractor for project reference.
   C. Provide instruction on the type of application (machine or hand) for each job.
   D. Provide access to any location that is not available to the public.

City of Round Rock
Pavement Marking Services and Related Products
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PART V
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3. In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: https://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx

   Proposal Submittal Instructions: The Respondent shall include all of the following documents in their response-

   - Attachment A- Proposal Submittal Form
   - Attachment B- Reference Sheet
   - Attachment C- Subcontractor Information Form
   - Attachment D- Cost Proposal Sheet
   - Attachment E- Insurance Instructions
   - Attachment F- Prevailing Wage Rates
   - Acknowledged Addenda (if applicable)
   - Segment requirements listed below.
   - A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
   - List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.

3. **EVALUATION CRITERIA:**

   A. Segment 1 – Company Work Experience and Personnel

      i. Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

      ii. Prior Experience: State the number of years the Respondent company has been providing the services requested in the solicitation. Describe only relevant municipal, governmental, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.

      iii. Personnel: Include names, qualifications, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.

      iv. Contractors' past performance with the City may be evaluated.

B. Segment 2 – Cost Proposal: Proposer shall complete Attachment D: Cost Proposal Sheet. All lines must be quoted in order to be considered responsive. Alternative bids will not be considered. Unauthorized modifications to the bid sheet format will result in the rejection of the bid.

Section I: Thermoplastic Reflectorized Pavement Marking Application (hand and machine application)

1. Complete lines 1-16
2. Each line requires an all-in price based on the respective unit of measurement

4. EVALUATION SCORING: The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal *best meets the requirements and provides the best overall value to the City*.

A. Evaluation Criteria:	Weights:
• Company Work Experience and Personnel (Segment 1)	40 pts
• Cost Proposal (Segment 2)	60 pts
Maximum Weight:	100 pts

B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.

C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.

D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.

E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.

F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.

G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

5. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:

A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.

B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.

C. If negotiations are successful, the City and Respondent may enter into an agreement. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent.

D. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.

E. An independent signed authorized Contract will be sent to the successful Respondent(s). Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the Contractor.

Exhibit "A"

Attachment D- Cost Proposal Sheet Pavement Marking and Related Products IFB 25-028

The Respondent represents by their signature below that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained in IFB 25-028 Pavement Marking and Related Products. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, addendums, and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: All prices must be quoted in order to be considered responsive, be advised that exceptions taken to any portion of the solicitation will jeopardize acceptance of the bid. Alternative bids will not be considered and unauthorized modifications to the bid sheet format will result in the rejection of the bid. The City reserves the right to purchase more or less than the quantities indicated below.

No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
1	**TYPE 1 - Thermoplastic Reflectorized Pavement Marking Application** *Machine Application*	407,000	LF	$0.52	$211,640.00
2	**TYPE 1 - Thermoplastic Reflectorized Pavement Marking Application** *Hand Application*	100,000	LF	$1.90	$190,000.00
3	**TYPE 1 - Thermoplastic Reflectorized Pavement Lettering** *Hand Application*	125	EA	$215.00	$26,875.00
4	**TYPE 1 - Thermoplastic Reflectorized Pavement Shapes** *Hand Application*	500	EA	$50.00	$25,000.00
5	**TYPE 1 - Thermoplastic Reflectorized Pavement Symbols** *Hand Application*	500	EA	$200.00	$100,000.00
6	**TYPE 2 -Paint Pavement Marking** *Machine Application*	32,000	LF	$0.30	$9,600.00
7	**TYPE 2 -Paint Pavement Marking** *Hand Application*	6,250	LF	$1.25	$7,812.50
8	**TYPE 2 -Paint Pavement Lettering** *Hand Application*	125	EA	$35.00	$4,375.00
9	**TYPE 2 -Paint Pavement Shapes** *Hand Application*	125	EA	$30.00	$3,750.00
10	**TYPE 2 -Paint Pavement Symbols** *Hand Application*	500	EA	$35.00	$17,500.00
11	**Marking Elimination** *Truck*	50,000	LF	$0.80	$40,000.00
12	**Marking Elimination** *Walk Behind*	37,500	LF	$1.65	$61,875.00
13	**Raised Pavement Markings**	1,250	EA	$6.00	$7,500.00
14	**Curb Painting** *(Letter includes Fire Lanes, No Parking, etc.)*	6,250	LF	$1.25	$7,812.50
15	**Bulk Thermoplastic Reflectorized** *Yellow*	25	TON *(Delivered)*	$1,150.00	$28,750.00
16	**Bulk Thermoplastic Reflectorized** *White*	25	TON *(Delivered)*	$1,150.00	$28,750.00
				Annual Total:	$771,240.00

COMPANY NAME: D.I.J. CONSTRUCTION, INC.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: PRINTED NAME: Tex Reyes

PHONE NUMBER: Tex Reyes

EMAIL ADDRESS: (512) 355-2766

tex@dijconstruction.com

ATTACHMENT A
SOLCITATION SUBMITTAL FORM AND EXECUTION

NOTE: RESPONDENTS SHALL COMPLETE, SIGN, AND UPLOAD THIS ATTACHMENT WITH THEIR SUBMITTAL IN BONFIRE. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE SUBMITTAL.

By signature hereon, the Respondent certifies that:

All statements, pricing and information prepared and submitted to the City's Bonfire portal in response to this solicitation are current, complete, and accurate.

He/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee, evaluator, or evaluating entity in connection with the submitted response. Signing the Execution of Solicitation Submittal Form with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Solicitation Submittal Form is authorized to sign this document, represent the Respondent and to bind the Respondent under any contract resulting from this submittal.

RESPONDENT (COMPANY):	D.I.J. Construction, Inc.
SIGNATURE (INK/DIGITAL):	Tex Reyes
NAME (TYPED/PRINTED):	Tex Reyes
TITLE:	Estimator **DATE:** August 22, 2025
STREET:	P.O. Box 1609
CITY/STATE/ZIP:	Bertram TX 78605
TELEPHONE & FAX NO.:	512-355-2766 / 2392
E-MAIL ADDRESS:	tex@dijconstruction.com
FEDERAL TAX IDENTIFICATION NUMBER (FIN):	74-2291006

By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract, and can be obtained from the City's website at: https://www.roundrocktexas.gov/city-businesses/solicitations/

ATTACHMENT B
REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: RFP 25-028

RESPONDENT'S NAME: D.I.J. Construction, Inc. **DATE:** August 22, 2025

Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name: City of Austin
   Name of Contact: Lauren Seyda
   Title of Contact: Signs and Markings Division Manager
   E-Mail Address: Lauren.seyda@austintexas.gov
   Present Address: 8900 Cameron Rd.
   City, State, Zip Code: Austin TX 78753
   Telephone Number: (512) 974-9395 Fax Number: ( )

2. Company's Name: City of Cedar Park
   Name of Contact: Michael Lerash
   Title of Contact: Superintendent
   E-Mail Address: Michael.lerash@cedarparktexas.gov
   Present Address: 2401 Brushy Creek Loop
   City, State, Zip Code: Cedar Park TX 78613
   Telephone Number: (512) 401-5563 Fax Number: ( )

3. Company's Name: City of College Station
   Name of Contact: Garrett Martinek
   Title of Contact: Traffic Systems Division Manager
   E-Mail Address: gmartinek@cstx.gov
   Present Address: P.O. Box 9960
   City, State, Zip Code: College Station TX 77842
   Telephone Number: (512) 764-3731 Fax Number: ( )

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

Exhibit "A"

ATTACHMENT C
SUBCONTRACTOR INFORMATION FORM
COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 25-028

RESPONDENT'S NAME: D.I.J. Construction, Inc. **DATE:** August 22, 2025

- **CIRCLE ONE - NO, I WILL NOT USE SUBCONTRACTORS ON THIS CONTRACT** **NO**

YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT **YES**
If yes complete the information below

1. Subcontractor Name _____
   Name of Contact _____
   E-Mail Address _____
   Address _____
   City, State, Zip Code _____
   Telephone Number ( ) Fax Number: ( )
   Describe work to be performed _____
   Percentage of contract work to be performed % _____

2. Subcontractor Name _____
   Name of Contact _____
   Title of Contact _____
   E-Mail Address _____
   Address _____
   City, State, Zip Code _____
   Telephone Number ( ) Fax Number: ( )
   Describe work to be performed _____
   Percentage of contract work to be performed % _____

- *Add additional pages as needed*

P.O. Box 1609 2336 CR 252 Bertram, Texas 78605
Office: (512) 355-2766
Fax: (512) 355-2392

Segment 1 – Company Work Experience and Personnel

August 22, 2025

City of Round Rock
RFP 25-028
Pavement Marking Services and Related Products

Business Organization
D.I.J. Construction, Inc.
P.O. Box 1609
Bertram TX 78605
Texas Corporation

Prior Experience
42 Years – Pavement Markings
11 Years – Round Rock Call-Out Pavement Markings
-Fredericksburg 2025 Striping Project 126 W Main Fredericksburg
  Sibyl Deckard Engineer 830-997-7521
-Leander 2020 Roadway Striping Project PO Box 319 Leander
  Roman Poudyal Deputy Director 512-259-2640
-Cedar Park 2020 Pavement Markings 2401 Brushy Creek Lp Cedar Park
  Charles Williams Street Superintendent 512-401-5550
-2024 Bryan Pavement Markings 300 S Texas Ave Bryan
  Zach Kennard PE Traffic Engineer 979-209-5900
-2024 Downtown Striping 72 W College Ave San Angelo
  Dustin Hohensee Traffic Operations Director 325-657-4377

DIJ Project Managers: See next page

Personnel
DIJ Project Managers:
John Barnes 2009 to present - Pavement Markings
Robert Collier 2000 to present – Pavement Markings
Clifton McLeod 1992 to present – Pavement Markings
100% devoted to CORR work assignment when work order processed.

Tex Reyes
Estimator
D.I.J. Construction, Inc.
512 355 2766

P.O. Box 1609 2336 CR 252 Bertram, Texas 78605
Office: (512) 355-2766
Fax: (512) 355-2392

Exceptions to Terms and Conditions

August 22, 2025

City of Round Rock
RFP 25-028
Pavement Marking Services and Related Products

Exceptions to Terms and Conditions

NONE

Tex Reyes
Estimator
D.I.J. Construction, Inc.
512 355 2766

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1436880

Date Filed:
03/23/2026

Date Acknowledged:
03/25/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
D.I.J. Construction, Inc.
Bertram, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Georgetown

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
26-0197-SC
Pavement markings and markers

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Floyd, Danny	Bertram, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kellen Floyd, and my date of birth is 5/5/89.

My address is 2336 CR 252, Bertram (city), TX (state), 78605 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Burnet County, State of Texas, on the 24 day of March (month), 2026 (year).

Kellen Floyd
Signature of authorized agent of contracting business entity
(Declarant)

Client#: 148007 DIJCON

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Cindy Ellis	
USI Southwest 7600-C N. Capital of TX Hwy #200 Austin, TX 78731 512 451-7555	PHONE (A/C, No, Ext): 512 651-4164	FAX (A/C, No): 512 467-0113
	E-MAIL ADDRESS: Cindy.Ellis@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley National Insurance Company	38911
INSURER B : Texas Mutual Insurance Company	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
D.I.J. Construction, Inc.
P.O. Box 1609
Bertram, TX 78605-1609

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			MKG00000163	10/01/2025	10/01/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			MKA00000051	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			MKC11100155	10/01/2025	10/01/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			0001186139	10/01/2025	10/01/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Auto policies include blanket automatic Additional Insured endorsements that provide Additional Insured status to the Certificate Holder (and other entities as required by the Prime Contract), only when there is a written contract that requires such status and only with regard to work performed on behalf of the named insured. The General Liability, Auto, and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same when required by written contract. Coverage is (See Attached Descriptions)

CERTIFICATE HOLDER

City of Georgetown
510 W 9th Street
Georgetown, TX 78626

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Primary and Non-Contributory, when required by written contract. Umbrella is follow-form coverage over the General Liability, Auto Liability and Employers Liability policies.

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Agreement with Samsara Inc. for Fleet Tracking on all City of Georgetown Vehicles

SUGGESTED ACTION:
Consideration and possible action to approve an agreement with Samsara Inc. for fleet tracking on all City of Georgetown vehicles for an amount not to exceed $148,605.69 under Sourcewell contract #102924-SAM and to authorize the City Manager to approve any future purchases that may occur -- Scott Parker, Fleet Services Manager

ITEM SUMMARY:
The vehicle telematics will track current and historical vehicle locations, and it also allows real-time monitoring of driving behavior in our vehicles. This service is quoted under Sourcewell contract# 102924-SAM. Sourcewell is a cooperative contract that results in competitive prices for this type of service.

FINANCIAL IMPACT:
Funding for this service was included in the FY2026 budget. Expenses for this directive will be recorded in the fleet budget – Software Maintenance Subscriptions and Support Services.

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
Samsara Quote Q-2443374 updated 2.2.26.pdf
Addendum to Order Form Q-2443374 and Terms of Service - City of Georgetown TX_03.30.2026.pdf

samsara

The Connected Operations Cloud

Quote #: Q-2443374

Issued Date: 12-31-2025
Expires 04-24-2026
Order Number: S-2428897

Payment Information:
Payment Method: Credit Card/ACH Debit
Payment Terms: Net 30
Payment Frequency: Upfront Payments
Estimated Ship Date: 04-25-2026

Sourcewell Contract #: 102924-SAM

Prepared For:
City of Georgetown, TX
P.O. Box 409
Georgetown,
Texas
78627

Prepared By:
Derek Newsome
derek.newsome@samsara.com

Cost Overview

License Term: 12 Months

Total License Cost over 12 Months	USD $148,177.20
Hardware and Accessories	Included
Shipping and Handling*	USD $428.49
Total Sales Tax*	USD $0.00
Total Contract Value[1]	$148,605.69
First Invoice[1]	$148,605.69

[1]Estimated value, actual invoice amount may change based on product fulfilment date, Includes estimated sales tax

[2]Amount displayed is for products purchased in this order only, Includes estimated sales tax

**If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change*

**Sales tax subject to change: If Sales tax is "Pending" – Final amount will be provided prior to payment*

3% fee only applies to US - (CAD, MX, EMEA are exempt)

samsara

The Connected Operations Cloud

Product Overview

SHIP TO Hardware & Accessories	Net Unit Price	Total Price
Vehicle IoT Gateway, model VG55 HW-VG55-NA• QTY: 81	Included	Included
CARB Executive Order Sticker and Instruction Insert ACC-VG-ASTKR• QTY: 81	Included	Included
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1• QTY: 57	Included	Included
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939• QTY: 24	Included	Included
Total Price:		Included

Licenses	Unit Price	Total Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS• QTY: 479	$243.96	$116,856.84
Asset Tag License LIC-AT-TAG• QTY: 130	$88.92	$11,559.60
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS• QTY: 81	$243.96	$19,760.76
Total Price:		$148,177.20

Billing Details:

Bill To:
City of Georgetown, TX
P.O. Box 409
Georgetown, Texas, 78627

Billing Contact::
Name: Charlie Sotelo
Title:Purchasing/Contracting
Billing Email: AP@georgetown.org
Phone Number: 5129306818

Does your organization require a purchase order (PO) in order to process payment to vendors?

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

Thank you for considering Samsara

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid upfront beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the License Start Date. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term

for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support And Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, this Order Form and Customer's use and access of the Hardware, Products, and Services specified herein are governed by the terms of service executed by the Parties and/or attached to this Order Form (the "Terms of Service"). Customer agrees to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor,

shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature _____

Print Name: _____

Date: _____

Samsara Terms of Service
Last Updated: April 2023

Welcome to Samsara. Please read these Terms of Service carefully because they govern your use of our products and services. The Customer, together with Samsara Inc., are referred to as the **"Parties"**.

1. Definitions.

1.1 **"Account"** means the accounts Customer creates, via the Hosted Software, to access Customer Data.

1.2 **"Affiliate"** means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Customer.

1.3 **"Apps"** means software applications for smartphones and tablets distributed by *Samsara* through Google Play or through the Apple App Store.

1.4 **"Authorized User"** means Customer's employees, Affiliates, and/or contractors whom Customer authorizes to use the Samsara Software strictly on its behalf.

1.5 **"Customer" or "you"** means the company or legal entity for which you are accepting these Terms and its Affiliates who enter into Order Forms (for each such Affiliate, solely with respect to Order Forms entered into by it and for so long as it remains a Customer Affiliate).

1.6 **"Customer Data"** means data captured by Customer's use of the Hardware, data submitted by Customer or by a third party (including from or through Non-Samsara Products) on Customer's behalf into Apps and Hosted Software, and the analysis, reports, and alerts generated by the Products containing such data. For the avoidance of doubt, Customer Data does not include any Samsara Software.

1.7 **"Documentation"** means any Product training, technical services, or documentation made available to Customer through the Samsara website or otherwise made available to Customer by Samsara.

1.8 "Equipment" means the vehicle, equipment, asset, building, structure, or item into which Hardware is installed.

1.9 **"Firmware"** means software embedded in or otherwise running on the Hardware.

1.10 **"Hardware"** means the Samsara hardware devices such as gateways, cameras, sensors, controllers, vision systems, and accessories, that Customer has purchased, received for a free trial, or has otherwise acquired via an Order Form.

1.11 **"Hosted Software"** means Samsara's cloud-hosted software platform, including the interface accessed online.

1.12 **"License Expiration Date"** means (a) the later of (i) the original license termination date set forth in the applicable Order Form you entered into for the original purchase of Products or under which Products were originally made available to you **("Initial Term")**, and (ii) the end of the then-active Renewal Term (as defined below); or (b) if applicable, for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in these Terms, the reseller agreement between such reseller and Samsara, or the applicable Purchase Order, three (3) years from the License Start Date.

1.13 **"License Start Date"** means (a) the license start date described in the applicable Order Form; or (b) if applicable, for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in these Terms, the reseller agreement between such reseller and Samsara, or the applicable Purchase Order: {i) the day Samsara activates the applicable Samsara Software license by providing Customer a claim number and access to the Hosted Software (for clarity, if Hardware associated with a then-unactivated Samsara Software license will be shipped to Customer under the applicable Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships); or (ii) if Customer is renewing the license term for a previously-activated Samsara Software license, the day that Samsara extends Customer's access to the Hosted Software for the renewal license term.

1.14 **"Malicious Code"** means code, files, scripts, agents, software or programs intended to do harm or allow for unauthorized access, including, for example, viruses, worms, time bombs, and Trojan horses.

1.15 **"Non-Samsara Products"** means any web-based, offline, or mobile applications, or other resources, users, data, systems, networks, products, services, vehicles, equipments, hardware5, or software functionality that is provided by Customer or a third party and that interoperates and/or exchanges data with the Products.

1.16 **"Order Form"** means the applicable Quote or Purchase Order setting forth the purchase or procurement of Samsara Products and/or licenses thereto. By entering into an Order Form hereunder, a Customer Affiliate agrees to be bound by these Terms as if it were Customer, and Customer and the applicable Customer Affiliate are jointly and severally liable under such Order Form.

1.17 **"Pre-Launch Offerings"** means any Samsara hardware and/or software offerings and related documentation and accessories that are not generally available to Samsara customers and that may be in the research, development, prototyping, and/or testing phase.

1.18 **"Products"** means the Hardware and Services. For the avoidance of doubt, Products does not include any Non-Samsara Products.

1.19 **"Professional Services"** means the training, consulting, or other professional services that are provided by Samsara to Customer (i) as purchased separately by Customer pursuant to an Order Form, {ii) in Samsara's sole discretion, or {iii) as otherwise mutually agreed between the Parties.

1.20 **"Purchase Order"** means a purchase order or similar ordering document issued by Customer to Samsara and accepted by Samsara setting forth the purchase or procurement of Samsara Products and/or licenses thereto.

1.21 **"Quote"** means a quote issued by Samsara and executed by the Customer setting forth the purchase or procurement of Samsara Products and/or licenses thereto.

1.22 **"Refund"** means an amount refunded to the Customer (or in Samsara's sole discretion to any third party who paid Samsara for Customer's procurement of Products under the applicable Order Form, including a reseller, Lender, or other third party) pursuant to these Terms equal to (i) fees pre-paid to Samsara for the time remaining in an applicable license term prorated to the period of time between (a) the date of termination and (bl the License Expiration Date for the applicable Order Form, and (ii) fees paid to Samsara for the cost of purchased Hardware (if applicable). For the avoidance of doubt, a Refund may only be issued as expressly provided hereunder.

1.23 **"Samsara Software"** means the Apps, Firmware, and Hosted Software, and any improvements, modifications, patches, updates, and upgrades thereto that Samsara develops or provides in connection with these Terms, and Support Services.

1.24 **"Samsara Software Systems"** means the Samsara Software and any networks, systems, products, services, or data of Samsara, its providers, its partners, its customers, or any other third party, integrated with or connected to such Samsara Software.

1.25 **"Services"** means the Samsara Software and Professional Services.

1.26 **"Support Services"** means the customer support services described at www.samsara.com/support and Documentation, but excluding any Professional Services.

1.27 **"Terms"** means these Terms of Service, together with any amendments or addenda that modify these Terms of Service.

2. Agreement to Terms. By clicking a box indicating your acceptance of these Terms, by executing an *Order* Form or other contract that references these Terms, by purchasing Products or otherwise entering into an Order Form *or* other contract with Samsara, a Samsara reseller, or any other entity *or* individual for the purchase of Products or under which Products are made available to you, or by otherwise accessing and/or using the Products, whichever is the earlier, you accept and agree to be bound by these Terms. If you do not agree to these Terms or you are not authorized to access and/or use the Products, you shall not access or use the Products. If you are accessing and/or using the Products on behalf of a company (such as your employer) or other legal entity that is our Customer, you agree to these Terms on behalf of such company or other legal entity, and you represent and warrant that you have the authority to bind such company or other legal entity to these Terms. If you have entered into a separate contract with Samsara with respect to your purchase of Products or under which Products are made available to you, to the extent there is a conflict between such separate contract with Samsara and these Terms, such separate contract with Samsara shall prevail. References to "you" and "your" in these Terms refer to that company or other legal entity, our Customer. You may not use the Products if you are our direct competitor, as determined in our sole discretion, except with our prior written consent.

3. Changes to Terms or Services. Samsara may modify the Terms at any time, in our sole discretion. If Samsara does so, Samsara will inform you by posting the modified Terms to the Services or our website or through other communications with you, our Customer. It is important that you review the Terms whenever Samsara modifies them because if you continue to use the Products after Samsara has posted or otherwise informed you of the modified Terms, you are indicating to Samsara that you agree to be bound by the modified Terms. If you do not agree to be bound by the modified Terms, then you must provide written objection within thirty (30) days of Samsara's modification notice and may continue to use the Products under the unmodified Agreement for the remaining term set forth in the applicable Order Form.

4. license. Subject to the terms and conditions specified in these Terms or an applicable Order Form, Samsara grants Customer a non-sublicensable, non-exclusive, non-transferable, limited and revocable license to use and access the Samsara Software (i) in accordance with the Documentation, (ii) for the number and type of Samsara Software licenses specified in the applicable Order Form and solely the functionality included therein, and (iii) starting from the applicable License Start Date until the License Expiration Date set forth in such Order Form or the earlier termination of such Order Form or these Terms. The Support Services and the Hosted Software SLA at https://www.samsara.com/hosted-software-sla are included as part of the license grant and contingent upon a valid license. The Firmware license for each item of Hardware is contingent upon Customer purchasing and maintaining a valid license to the Samsara Software. For clarity, the license for Samsara Software that is provided in conjunction with a Hardware unit is only valid for use with that Hardware unit, unless the Hardware unit is replaced pursuant to the Hardware Warranty Policy section set forth at https://www.samsara.com/support/hardware-warranty.

5. License Restrictions. Customer agrees not to do or attempt to do any of the following without Samsara's express prior written consent: (i) resell, white label, or reproduce the Samsara Software or any individual element within the Samsara Software, Samsara's name, any Samsara trademark, logo or other proprietary information, or the layout and design of any part of the Samsara Software; (ii) access, tamper

with, or use non-public areas of the Samsara Software Systems; (iii) gain unauthorized access to, interfere with, disable, or disrupt the integrity or security of the Samsara Software Systems; (iv) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented to protect the Samsara Software Systems or enforce a contractual usage limit; (v) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Samsara Software to any third party; (vi) decipher, decompile, disassemble or reverse engineer any aspect of the Samsara Software, in whole or in part; (vii) impersonate or misrepresent an affiliation with any person or entity; (viii) use or access the Samsara Software for any competitive purpose; (ix) perform benchmark testing on the Samsara Software; (x) use the Samsara Software to store or transmit Malicious Code; **(xi)** use the Products to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute infringing, libelous, defamatory, harassing, threatening, or otherwise unlawful or tortious material; or to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute material in violation of third-party privacy rights; **(xii)** violate any applicable law or regulation; or **(xiii)** authorize, permit, encourage, or enable any other individual or entity to do any of the foregoing. Samsara has the right to investigate violations of this Section or conduct that affects the Samsara Software Systems and immediately suspend or terminate any or all of Customer's access to the Samsara Software if it reasonably suspects or determines that Customer has violated this Section. Samsara may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

6. Hardware Installation and Equipment Maintenance. Customer is responsible for installation of the Hardware and ongoing maintenance of any Equipment. Depending on the Customer's intended use of the Products, Customer may require professional installation of the Hardware or ongoing professional maintenance of any Equipment. If Customer is unable to install the Hardware or to conduct such ongoing maintenance, or if Customer is uncertain that Customer has the requisite skills and understanding, Customer agrees to consult with a qualified installer or maintenance professional. Improper installation of the Hardware or maintenance of the Equipment can lead to damage of such Equipment or dangerous or life-threatening conditions, which can cause property damage, bodily injury, and/or death. Customer may notify Samsara if Customer did not order the correct Hardware cables for Hardware installation. For more information on Samsara's Cable Exchange Policy, please visit https://www.samsara.com/support/hardware-warranty.

7. Product Updates.

7.1 General. Samsara continuously improves the Products, and may from time to time (i) update the Samsara Software and *cause* Firmware updates to be automatically installed onto Hardware; (ii) update the Apps; or (iii) upgrade Hardware equipment to newer models. Samsara may change or discontinue all or any part of the Products, at any time and without notice, at Samsara's sole discretion. If Samsara discontinues supporting the Hardware model and the associated Samsara Software that you have ordered from Samsara in accordance with these Terms prior to the applicable License Expiration Date without offering to replace them with an updated or comparable version or model, you may terminate the applicable Order Form with respect to the applicable Products and request a Refund for such Products. Updates or upgrades may include security or bug fixes, performance enhancements, or new functionality, and may be issued with or without prior notification to Customer. Customer hereby consents to such automatic updates.

7.2 Pre-Launch Offerings. From time to time, Samsara may in its sole discretion make Pre-Launch Offerings available to Customer. Should Customer opt to use Pre-Launch OfferingsCustomer agrees to: assume sole responsibility and all risk, and waive and release Samsara from any claims directly or indirectly arising from or related to the Pre-Launch Offerings; and (ii) except to the extent legally prohibited from taking on indemnification obligations, without limitation as to amount, defend, indemnify, and hold harmless Samsara from any third party claims directly or indirectly arising from or related to the Pre-Launch Offerings. PRE-LAUNCH OFFERINGS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. Customer acknowledges that Pre-Launch Offerings that may interact, interface, or integrate with third party products and/or services may not be validated or supported by such third parties and may interfere with the

operations of or void warranties for such third party products and/or services. Except as explicitly set forth otherwise in this Section 7.2, Pre-Launch Offerings are subject to the same terms and conditions as are applicable to a "Product" under these Terms.

7.3 Feedback. Customer agrees to use commercially reasonable efforts to provide feedback to Samsara regarding the Products upon request and agrees that Samsara shall have all rights, title, and interest in and to all comments, suggestions, and other feedback (collectively, **"Feedback")** provided by Customer to Samsara related to the Products. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in such Feedback to Samsara, and Samsara hereby accepts such transfer.

8. Payment, Shipping, and Delivery. Customer's payment and billing terms are set forth in the Order Form. Unless otherwise set forth herein or in the applicable Order Form, all payments made to Samsara under an Order Form are non-refundable. Samsara may submit Customer contact information and information related to the timeliness of Customer's payments to credit rating, credit reporting, or similar agencies. Customer is responsible for all payments of applicable taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"), however designated or incurred under these Terms. If Samsara has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Samsara will invoice Customer, and Customer shall reimburse Samsara for any taxes paid or payable on behalf of Customer. Unless required by applicable law, Samsara will not provide retroactive Tax refunds or credits to Customer. Subject to applicable legal requirements, any Tax refund or credits provided to Customer shall be at Samsara's sole discretion, and Samsara reserves the right to charge the Customer reasonable fees and costs associated with processing such Tax refund or credit. All shipments are FOB {2010} Origin, Freight Prepaid, and Charged Back.

9. Accounts. Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the Samsara Software only to Authorized Users, and to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties. Customer is solely responsible for monitoring and controlling access to the Samsara Software and maintaining the confidentiality of Account login information and any provided API tokens. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall immediately notify Samsara and de-activate such Account or change the Account's login information. Authorized Users may only use the Samsara Software strictly on behalf of Customer and subject to the terms and conditions applicable to Customer herein. Customer is responsible and liable for any breach by an Authorized User of his or her obligations hereunder.

10. Customer Data.

10.1 Ownership and Usage. Customer Data is accessible via the Samsara Software. Customer owns all Customer Data, and Samsara will keep Customer Data confidential. Customer hereby grants to Samsara a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, display, and distribute Customer Data in connection with operating and providing the Products. Samsara will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Samsara will not share Customer Data without Customer consent, except when the release of data is compelled by law or permitted herein. Samsara may collect and use analytics, statistics or other data related to the Customer Data and Customer's use of the Products(i) in order to provide the Products to Customer; (ii) for statistical reporting and use (provided that such data is not personally identifiable); or (iii) to monitor, analyze, develop upon, maintain, and improve the Products; including by providing such data to third party services for the aforementioned purposes. The right to use such data shall survive the termination of these Terms, unless legally prohibited or Customer requests in writing upon termination that such use be limited to non- personally-identifiable data. Customer may export Customer Data at any time during the term of these

Terms through the export features in the Samsara dashboard or via the *Samsara* API. Customer acknowledges that some information may not be exportable via the Samsara dashboard or the API. If these Terms terminate or expire and Customer does not renew, Customer Data may be immediately deleted.

10.2 Customer Data Representation and Warranty. Customer represents and warrants that: (i) Customer will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorizations and/or agreements from any employee or third party that are necessary for Samsara to collect, use, and share Customer Data in accordance with these Terms (ii) no Customer Data infringes upon or violates any individual or entity's intellectual property rights, privacy, publicity or other proprietary rights and (iii) Customer will adhere to all applicable state, federal and local laws and regulations in the conduct of its business in relation to Samsara and its receipt and use of the Products. EXCEPT TO THE EXTENT LEGALLY PROHIBITED FROM TAKING ON INDEMNIFICATION OBLIGATIONS, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SAMSARA AND, IF RELEVANT, ITS SUBPROCESSORS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL OR REGULATORY PROCEEDING ARISING FROM ANY ACT OR OMISSION OF THE CUSTOMER IN RELATION TO CUSTOMER INSTRUCTIONS OR FROM THE CUSTOMER'S BREACH OF THIS SECTION 10.2.

10.3 Data Protection Addendum. The **"Data Protection Addendum"** at https://www.samsara.com/data-protection-addendum sets forth the Parties' agreement with respect to the terms governing any Processing of Personal Data by Samsara on the Customer's behalf pursuant to these Terms. The Data Protection Addendum forms part of these Terms and supersedes any prior agreements regarding Customer Personal Data. The terms **"Processing"**, **"Personal Data"**, and **"Customer Personal Data"** used in this Section are all defined in the Data Protection Addendum.

11. Confidentiality.

11.1 Confidential Information. **"Confidential Information"** means any technical, financial, or business information disclosed by one Party to the other Party that: (i) is marked or identified as "confidential" or "proprietary" at the time of such disclosure; or (ii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Samsara Confidential Information includes any information related to the Products, including the pricing thereof, Pre-Launch Offerings, Samsara Software Systems, or Samsara customers or partners, and any data or information that Samsara provides to Customer in the course of providing the Products to Customer. Customer Confidential Information includes Customer Data and any data or information that Customer provides to Samsara for the purpose of evaluating, procuring, or configuring the Services (for example, makes and models of vehicles or equipment, vehicle routes, or similar information). Confidential Information excludes information that: (i) is now or hereafter becomes generally known or available to the public, through no breach of the receiving Party's confidentiality obligations; (ii) was known, without restriction as to use or disclosure, by the receiving Party prior to receiving such information from the disclosing Party; (iii) is acquired by the receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the receiving Party without use or knowledge of or reference to any Confidential Information of the disclosing Party.

11.2 Confidentiality Obligations. The receiving Party agrees: (i) to maintain the disclosing Party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties (except for any Affiliates, employees, agents or third party service providers of receiving Party in performing under these Terms under reasonable confidentiality obligations, or except as authorized by disclosing Party); and (iii) not to use any such Confidential Information for any purpose except to perform under these Terms or as authorized by the disclosing Party. Notwithstanding anything to the contrary in these Terms, the receiving Party may disclose the disclosing Party's Confidential Information to the extent required by law or regulation, including any applicable public record request laws provided that, unless prohibited by applicable law or regulation, the receiving Party uses reasonable efforts to give the disclosing Party advance notice of such requirement and reasonably cooperates with the disclosing Party at the disclosing Party's expense in preventing, limiting, or protecting such disclosure.

12. Proprietary Rights.

12.1 Samsara Software. Samsara and its licensors exclusively own all right, title and interest in and to the Samsara Software that Customer accesses or licenses, including all associated intellectual property rights. Customer acknowledges that the Samsara Software is protected by copyright, trademark, and other laws of the United States and foreign countries. Customer agrees not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in the Samsara Software to Samsara and Samsara hereby accepts such transfer. No ownership rights are being conveyed to Customer under these Terms. Except for the express rights granted herein, Samsara does not grant any other licenses or access rights, whether express or implied, to any other Samsara software, services, technology or intellectual property rights.

12.2 Firmware. The Firmware is licensed, not sold. Except in the case of a free trial and subject to the Product Trial Hardware Returns section set forth at https://www.samsara.com/support/hardware-warranty. Customer owns the Hardware on which the Firmware is recorded. Samsara retains ownership of the copy of the Firmware itself, including all intellectual property rights therein. Customer acknowledges that the Firmware is protected by patent, copyright, trademark, and other laws of the United States and foreign countries. Samsara reserves all rights in the Firmware not expressly granted to Customer in these Terms. Customer acknowledges and agrees that portions of the Firmware, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Samsara and its licensors.

13. Connectivity Data Usage. A Samsara Software license only includes connectivity data to the extent such license SKU is identified as including connectivity data and sets forth the amount of connectivity data included. To the extent connectivity data is included in a Samsara Software license, connectivity between the applicable Hardware and the Samsara Software does not count towards the included connectivity data cap. Samsara reserves the right to limit access to personal entertainment streaming services through the Hardware connectivity. Connectivity data usage above any included connectivity data may result in the reduction of connection speeds, the restriction of connectivity, the interruption of connectivity, or some combination thereof. Restriction or interruption of connectivity will not impact the function of hours of service logs. Customer may track any included connectivity data usage from the "Gateways" page within the "Settings" section of the Hosted Software dashboard.

14. Non-Samsara Products. The Products may contain links to or have the ability to integrate or interoperate with, import or export data to or from, provide access to, or be accessed by Non-Samsara Products (collectively, "Non-Samsara Product Integrations"). If Customer opts to use any Non-Samsara Product Integrations, including but not limited to with respect to the exchange of data between Products and Non-Samsara Products, Customer agrees to: (i) assume sole responsibility for and all risk arising from Customer's use of Non-Samsara Product Integrations and the content, functionality, or availability of any Non-Samsara Products, including waiving and releasing Samsara from any claims directly or indirectly related thereto; and (ii) without limitation, defend, indemnify, and hold harmless Samsara from any third party claims directly or indirectly arising from or related to Customer's use of any Non-Samsara Product Integrations. SAMSARA PROVIDES NON-SAMSARA PRODUCT INTEGRATIONS "AS IS" WITHOUT WARRANTY OF ANY KIND AND ONLY AS A CONVENIENCE.

15. Publicity. Customer hereby grants Samsara permission to use the Customer name and logo on Samsara's website, press releases, customer lists, SEC filings, earnings calls, and investor and marketing materials to list Customer as a customer. However, Samsara will not use Customer's name, trademarks, or logos in any other way without Customer's prior consent. Customer agrees to abide by the terms of Samsara's Marks Usage Agreement available at https://www.samsara.com/resources/brand-assets/.

16. Term. The term of these Terms begins upon the date on which you accept these Terms, by clicking a box indicating your acceptance, by executing an Order Form or other contract that references these

Terms, by purchasing Products or otherwise entering into an Order Form or other contract with Samsara, a Samsara reseller, or any other entity or individual for the purchase of Products or under which Products are made available to you, or by otherwise accessing and/or using the Products, whichever is the earliest, and shall continue until (i) the License Expiration Date for the last active Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you, (ii) you are no longer authorized to access and/or use the Products, or (iii) these Terms are otherwise terminated earlier as provided hereunder, whichever is earliest.

16.1 Renewal. Unless you notify Samsara in writing of your intent to cancel the applicable Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you at least thirty (30) days prior to the License Expiration Date, at any time up to ninety (90) days after the License Expiration Date, Samsara may in its discretion renew your license term, effective on the License Expiration Date, for a period of up to the greatest of the following: (i) one year, (ii) the same period as the immediately preceding license term, or, (iii) a shorter period to align license expiration dates with another of your active orders) (each such period, or any renewal license term of the applicable Products after the Initial Term, a "Renewal Term"). Subject to Samsara's renewal rights set forth in the foregoing sentence, you and Samsara may mutually agree to enter into a new Order Form to renew your license term upon the License Expiration Date, which new Order Form may include additional or different Products or license terms to the extent mutually agreed. If Samsara auto-renews your license term without Customer's execution of a new Order Form as described in the first sentence ofthis paragraph, your payment method will remain the same as indicated on the applicable original Order Form (e.g., monthly if you were allowed monthly payments, or yearly if you were allowed annual payments or upfront payment). If your license term is renewed after termination of the immediately preceding license term and Samsara in its sole discretion allows you to continue using the applicable Products during such interim period, these Terms shall apply to such use. Please email renewals@samsara.com for any questions regarding automatic renewal.

16.2 Termination. Samsara may terminate these Terms, any Order Form, and your access to and use of the Samsara Software at its sole discretion, at any time upon notice to you. However, if Samsara so terminates for its convenience and not as otherwise set forth in these Terms or the applicable Order Form or due to your breach thereof, then Samsara will provide you with a Refund. Unless otherwise set forth herein or in the applicable Order Form, an Order Form cannot be terminated prior to the License Expiration Date.

16.3 Termination for Non-Appropriation of Funds. The continuation of an Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the applicable Order Form for Customer's then-subsequent fiscal year, Customer may terminate such Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates such Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

16.4 Effect of Termination. Upon any termination or expiration of these Terms, the following Sections of these Terms will survive: 5 (License Restrictions), 7.2 (Pre-Launch Offerings), 7.3 (Feedback), 8 (Payment, Shipping, and Delivery), 10 (Customer Data), 11 {Confidentiality), 12 (Proprietary Rights), 16 (Term), 17 (Warranty Disclaimers), 18 (Limitation of Liability), 19 (Dispute Resolution), 20 (Governing Law), and 21 (General Terms). At the Customer's request, and subject to Samsara's data retention and backup policies, Samsara shall delete and remove any Customer Data on the Hosted Software.

17. Warranty Disclaimers. THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SAMSARA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES

ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Samsara makes no warranty that the Services will meet Customer's requirements or be available on an uninterrupted, secure, or error-free basis. Samsara makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer Data. For more information about the Samsara Hardware warranty, please visit https://www.samsara.com/support/hardware-warranty.

18. Limitation of Liability.

18.1 No Consequential Damages. NEITHER SAMSARA NOR CUSTOMER NOR ANY OTHER ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PRODUCTS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT {INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LEGALLY PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

18.2 - EXCEPT AS TO ANY EXPRESS INDEMNIFICATION OBLIGATION SET FORTH IN THESE TERMS, OR A BREACH OF SECTION 7.2 OR SECTION 10.2 BY CUSTOMER AND EXCEPT AS TO CUSTOMER'S PAYMENT OBLIGATIONS UNDER AN ORDER FORM, IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY, INCLUDING TO THE OTHER PARTY AND ANY OF ITS AFFILIATES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED THE AMOUNTS CUSTOMER HAS PAID TO SAMSARA HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE, OR IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO SAMSARA (FOR EXAMPLE THROUGH A FREE TRIAL), ONE HUNDRED DOLLARS ($100).

18.3 THE EXCLUSIONS ANO LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SAMSARA AND CUSTOMER.

19. Dispute Resolution.

19.1 Arbitration. Unless Customer is legally prohibited by law from resolving disputes by arbitration, any dispute arising from or relating to these Terms or Customer's use of the Products that cannot be resolved by the Parties within a period of sixty (60) days after notice of a dispute has been given by one Party hereunder to the other, shall be finally and exclusively settled by confidential arbitration in the JAMS location nearest to the county in which Customer has its principal place of business using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. **("JAMS Rules")** then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes. The Parties agree that such arbitrator(s) shall have full authority to award preliminary and permanent injunctive relief, damages, and any other relief available in law, at equity, or otherwise pursuant to applicable law and that any emergency arbitrator(s) appointed in accordance with the JAMS Rules shall have authority to grant emergency relief in accordance with such rules.

19.2 Class Action Waiver. Any proceedings to arbitrate or resolve any dispute arising from or relating to these Terms or Customer's use of the Products in any forum will be conducted solely on an individual basis and not as a class action, consolidated action, private attorney general action, or other representative action. You expressly waive your right to file a class action, participate in a class action, or seek relief on a class basis. Unless Samsara agrees in writing otherwise, the arbitrator or other adjudicator will not consolidate more than one person or entity's claims.

20. Governing Law. These Terms and any action related thereto will be governed by the laws of the state in which Customer has its principal place of business without regard to its conflict of laws provisions. Subject to the agreement to arbitrate set forth herein, exclusive jurisdiction and venue for actions arising from or related to these Terms or Customer's use of the Products will be the state and federal courts located in or nearest to the county in which the Customer has its principal place of business and both Parties consent to the jurisdiction of such courts with respect to any such actions.

21. General Terms.

21.1 Miscellaneous. These Terms together with any applicable Order Form constitute the entire and exclusive understanding and agreement between Samsara and you regarding the Products and the subject matter hereof, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Samsara and you regarding the Products and the subject matter hereof. If there is a conflict between the terms of an Order Form and these Terms, then the terms of the Order Form controls over these Terms; provided that, to the extent applicable, (a) if a purchase or procurement under a Purchase Order is also documented by a Quote, notwithstanding anything to the contrary in these Terms or the applicable Purchase Order, (i) to the extent there is a conflict between such Purchase Order and such Quote, the terms of the Quote shall prevail, and no additional terms included in such Purchase Order that are not included in such Quote shall apply; and (ii) Customer shall ensure such Purchase Order references, and reflects identical terms and conditions to, such Quote; and (b} for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in these Terms, the reseller agreement between such reseller and Samara, or the applicable Purchase Order, to the extent there is a conflict between such Purchase Order and such reseller agreement, the tenns of the reseller agreement shall prevail, and no additional terms included in such Purchase Order that are not included in such reseller agreement shall apply. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Samsara's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Samsara may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the Parties, their successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity or Party Affiliate, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms. Customer shall have no right to bring any claims under these Terms against any Samsara Affiliate, employee, director, officer, or shareholder. Any notices or other communications provided by Samsara under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; (ii) by posting to Samsara's website; or (iii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. Either Party's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of both Parties. Except as expressly set forth in these Terms, the exercise by either Party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

21.2 Acceptable Use. Customer may not, and may not allow any third-party including its Authorized Users to, (a) use the Products: (i) for any inappropriate, improper, discriminatory, illegal, or otherwise harmful purpose or (ii} to violate, or encourage the violation of, the rights of others which includes, without limitation, legal rights {e.g., intellectual property or proprietary rights) or human rights (i.e., the rights inherent to all human beings regardless of race, sex, nationality, ethnicity, language, religion, or any other status, including without limitation the right to life and liberty, freedom from slavery and torture, freedom of opinion and expression, the right to work and education, and many more), each as reasonably determined by Samsara; or (b) engage in abusive, harassing, threatening, offensive, or otherwise improper conduct towards Samsara or its employees, agents, service providers, partners, or other customers. To

report any potential misuse or violation, please email abuse@samsara.com or submit an anonymous concern via samsara-external.ethicspoint.com.

21.3 Export Restrictions. Customer shall not use the Products in violation of applicable export control or sanctions laws of the United States or any other applicable jurisdiction. Customer shall not use the Products if Customer is or is working on behalf of any restricted person or entity, including those listed on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce Denied Person's List or Entity List, the State Department's Debarred list, or similar denied parties list without prior authorization by the U.S. Government. Customer shall not export, re-export, or transfer the Products if for use directly or indirectly in any prohibited activity described in Part 744 of the U.S. Export Administration Regulations, including certain nuclear, chemical or biological weapons, rocket systems or unmanned air vehicle end-uses.

21.4 Force Majeure. Samsara is not liable or responsible, nor shall be deemed to have defaulted under or breached these Terms, for any failure to perform or delay in performing its obligations under these Terms due to an event of force majeure. An event of force majeure is any event or circumstance beyond Samsara's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems.

21.5 Financed Purchases and Other Payment Arrangements. If you are accessing the Products through a financing entity ("Lender"), the terms in this Section shall apply. Any obligation you may have to the Lender is absolute and unconditional, not subject to any setoff or counterclaim as between you and Lender, unless agreed to otherwise in the separate financing agreement ("Financing Agreement") you enter into with the Lender to finance your purchase of the Products. You acknowledge and agree that when you execute the Financing Agreement, the Lender is prepaying Samsara for the Products on your behalf and such prepayment is final and cannot be refunded by Samsara unless otherwise provided under these Terms. You accept the risk that any Products are not provided or are not satisfactory; provided this sentence does not affect your rights against Samsara as limited by these Terms, or Samsara's obligations to you under these Terms. If you choose to discontinue use of the Products for any reason, you will continue to be liable for any outstanding payment obligations specified in the Financing Agreement. If you have any claim against or dispute with Samsara, you may not take action by reason of such claims against Lender. If you are purchasing through a Lender, Samsara may terminate your access to the Products should you breach these Terms or the terms of the Financing Agreement. Any Refunds issued by Samsara under these Terms for Product purchases financed under a Financing Agreement may in Samsara's sole discretion be remitted to the Lender, and any impact such remittance may have on your remaining payment obligations to Lender is governed by the Financing Agreement. Subject to the other terms of this Section (Financed Purchases and Other Payment Arrangements), in the event Samsara consents, in its sole discretion, to granting Customer's request for payment under an Order Form to be made by a Customer Affiliate, Lender, or any other third party authorized by Customer to make purchases or payments on behalf of Customer ("Payment Arrangement"), Customer represents and warrants that (i) such Payment Arrangements are made for legitimate business purposes and are in compliance with all applicable laws, including but not limited to tax laws, and (ii) Customer remains directly liable for all obligations, including all payment obligations, under these Terms and such Order Form.

21.6 Contact Information. If you have any questions about these Terms or the Products, please contact Samsara at info@samsara.com.

CITY OF GEORGETOWN SAMSARA INC. ADDENDUM
TO ORDER FORM QUOTE #Q-2443374 AND SAMSARA TERMS OF SERVICE

Order Form Quote #Q-2443374:

1. The "Payment Terms" section is deleted in its entirety and replaced with the following: This Order Form includes a license fee for the Samsara Software associated with the Hardware to be paid annually and, if applicable, a one-time Hardware cost to be paid upfront (Net-30). The annual fees are payable by recurring wire transfer. All transfers are subject to a 3% processing fee unless the wire transfer is initiated by Samsara via ACH, in which case the 3% processing fee will be waived. All payments are subject to the Texas Prompt Payment Act and payments may be subject to a penalty as provided by Texas law. If license payments are delinquent by 60 days, Samsara may suspend the Service until late payments are remitted.

2. The first paragraph of the Notification of Confidentiality on page 6 is amended to state: Except as legally required under applicable public records request laws or other applicable law or regulation, provided that you use reasonable efforts to provide Samsara with advance notice of any such disclosure, you agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

Samsara Terms of Service:

1. Paragraph 3 is deleted in its entirety and replaced with the following: Neither Party may modify the terms of these Terms unless signed by both Parties in writing.

2. Paragraph 8 is amended to state: Payment, Shipping, and Delivery. Customer's payment and billing terms are set forth in the Order Form. Unless otherwise set forth herein or in the applicable Order Form, all payments made to Samsara under an Order Form are non- refundable. Samsara may submit Customer contact information and information related to the timeliness of Customer's payments to credit rating, credit reporting, or similar agencies. Unless otherwise exempt, Customer is responsible for all payments of applicable taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"), however designated or incurred under these Terms. If Samsara has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Samsara will invoice Customer, and Customer shall reimburse Samsara for any taxes paid or payable on behalf of Customer. Unless required by applicable law, Samsara will not provide retroactive Tax refunds or credits to Customer. Subject to applicable legal requirements, any Tax refund or credits provided to Customer shall be at Samsara's sole discretion, and Samsara reserves the right to charge the Customer reasonable fees and costs associated with processing such Tax refund or credit. All shipments are FOB Origin , Freight Prepaid, and Charged Back, and Samsara will replace lost or damaged Hardware at no cost to Customer and in accordance

with the Hardware Warranty & RMA Policy..

3. Paragraph 14 is amended to state: Non-Samsara Products. The Products may contain links to or have the ability to integrate or interoperate with, import or export data to or from, provide access to, or be accessed by Non-Samsara Products (collectively, "Non-Samsara Product Integrations"). If Customer opts to use any Non-Samsara Product Integrations, including but not limited to with respect to the exchange of data between Products and Non-Samsara Products, Customer agrees to: assume sole responsibility for and all risk arising from Customer's use of Non-Samsara Product Integrations and the content, functionality, or availability of any Non-Samsara Products, including waiving and releasing Samsara from any claims directly or indirectly related thereto. SAMSARA PROVIDES NON-SAMSARA PRODUCT INTEGRATIONS "AS IS" WITHOUT WARRANTY OF ANY KIND AND ONLY AS A CONVENIENCE.

4. Paragraph 15 is amended to state: Samsara will not use Customer's name or logo for publicity purposes without Customer's prior consent. Customer agrees to abide by the terms of Samsara's Marks Usage Agreement available at https://www.samsara.com/resources/brand-assets/.

5. Paragraph 16.2 is amended to state: Either Party may terminate these Terms upon a material breach by the other Party if such breach remains uncured for a period of thirty (30) days following receipt of written notice. If Customer materially breaches these Terms, Samsara may terminate access to and use of the Services, at its sole discretion, until the breach is cured. If Samsara materially breaches these Terms and such breach remains uncured after thirty (30) days, Customer will be entitled to provide a notice of termination and request a Refund. Unless otherwise set forth herein or in the applicable Order Form, an Order Form, including any renewal Order Forms, cannot be terminated prior to the applicable License Expiration Date.

6. Paragraph 19.1 is deleted in its entirety.

7. Paragraph 19.2 is deleted in its entirety.

8. Paragraph 21.1 is amended to state: These Terms together with any applicable Order Form constitute the entire and exclusive understanding and agreement between Samsara and you regarding the Products and the subject matter hereof, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Samsara and you regarding the Products and the subject matter hereof. If there is a conflict between the terms of an Order Form and these Terms, then the terms of the Order Form controls over these Terms; provided that, to the extent applicable, (a) if a purchase or procurement under a Purchase Order is also documented by a Quote, notwithstanding anything to the contrary in these Terms or the applicable Purchase Order, (i) to the extent there is a conflict between such Purchase Order and such Quote, the terms of the Quote shall prevail, and no additional terms included in such Purchase Order that are not included in such Quote shall apply; and (ii) Customer shall ensure such Purchase Order references, and reflects identical terms and conditions to, such Quote; and (b) for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in these Terms, the reseller agreement between such reseller and Samara, or the applicable Purchase Order, to the extent there is a conflict between such Purchase Order and such reseller agreement, the terms of the reseller agreement shall prevail, and no additional terms included in such Purchase Order that are not included in such reseller agreement shall apply. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. Neither party may assign or transfer these Terms, by operation of law or otherwise, without the other Party's

prior written consent, not to be unreasonably withheld; provided that Samsara may assign or transfer these Terms in the event of a merger, acquisition, or sale of all or substantially all of its assets. Any attempt by either party to assign or transfer these Terms, without such consent, will be null. Subject to the foregoing, these Terms will bind and inure to the benefit of the Parties, their successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity or Party Affiliate, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms. Customer shall have no right to bring any claims under these Terms against any Samsara Affiliate, employee, director, officer, or shareholder. Any notice or communication permitted or required by this Agreement including those regarding modifications to these terms shall be deemed effective when: (i) personally delivered or deposited, postage prepaid, in the first class mail of the United States properly; (ii) posted to Samsara's website; (iii) posted to the Service; or (iv) sent via electronic means, addressed to the appropriate party at the address set forth below:

Notice to the Customer:

City of Georgetown
ATTN: City Manager
P.O. Box 409
Georgetown, Texas 78627
david.morgan@georgetowntexas.gov

With a copy to:

City of Georgetown
ATTN: City Attorney
P.O. Box 409
Georgetown, Texas 78627
skye.masson@georgetowntexas.gov

For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. Either Party's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of both Parties. Except as expressly set forth in these Terms, the exercise by either Party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise

9. Paragraph 21.4 is amended to state: Neither Party is liable or responsible, nor shall be deemed to have defaulted under or breached these Terms, for any failure to perform or delay in performing its obligations under these Terms due to an event of force majeure. An event of force majeure is any event or circumstance beyond the other Party's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems. The Party affected by an event of force majeure shall furnish the other Party with appropriate proof of the occurrence of the event of force majeure and the expected duration of the adverse effects resulting from such event of force majeure, and make reasonable efforts to mitigate the consequences caused by the event of force majeure. Upon the earlier of (i) termination of the event of force majeure or (ii) the date 30 (thirty) days after the start of the event of force majeure, the Party affected by the event of force majeure shall resume the performance of all obligations under these Terms, including those obligations that were temporarily exempted by the event of force majeure.

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Airport Facility Lease with John Cannan Aviation Inc.

SUGGESTED ACTION:
Consideration and possible action to approve an airport facility lease between Cannan Aviation Inc and the City of Georgetown -- Matthew Sommerfeld, Airport Manager, and Eric Johnson, Public Works Director

ITEM SUMMARY:
A facility lease of approximately 22,000 square feet at a lease rate of $1.51, approximately $2,775.00 monthly. The initial lease term of the facility lease is five years, commencing on April 1st, 2026, and will expire on March 31st, 2031. The lease includes one additional five-year option period, subject to City approval.

FINANCIAL IMPACT:
The facility lease rate for the airport is approximately $33,300.00 with annual CPI adjustments.

SUBMITTED BY:
Anne Pogson, Public Works

ATTACHMENTS:
502 S Hangar Dr Exhibit A B Survey Field Notes.pdf
John Cannan - Cannan Aviation Inc Facility Lease V. 3_Clean.pdf

"EXHIBIT A"

0.505 ACRES
GEORGETOWN AIRPORT
TRACT 1

F.N. 5252 (JMC)
MARCH 4, 1996
SRI JOB NO. 2429-20

A DESCRIPTION OF A 0.505 ACRE TRACT OF LAND OUT OF THE DAVID WRIGHT SURVEY, ABSTRACT NO. 13, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 598.69 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE CITY OF GEORGETOWN, TEXAS, RECORDED IN VOLUME 312, PAGE 121, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.505 ACRE TRACT OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a cotton spindle set for the most easterly corner of this tract, from which an iron rod found in the west right-of-way line of County Road 190 (Airport Road), being also at the southeast corner of that certain 8.10 acre tract of land described in a deed to the City of Georgetown, Texas, recorded in Volume 312, Page 204 of the Deed Records of Williamson County, Texas, and being also the northeast corner of that certain 3.06 acre tract of land described in a deed to David L. Rogers, recorded in Volume 700, Page 862 of the Deed Records of Williamson County, Texas, bears S 72 °58' 31" E, a distance of 1502.89 feet;

THENCE, crossing said 598.69 acres with the southeast line of this tract, S 30° 17' 09" W, a distance of 200.00 feet to a 1/2 inch iron rod set for the most southerly corner of this tract;

THENCE, continuing across said 598.69 acres with the southwest line of this tract, N 59° 42' 51" W, a distance of 110.00 feet to a 1/2 inch iron rod set for the most westerly corner of this tract;

THENCE, continuing across said 598.69 acres with the northwest line of this tract, N 30° 17' 09" E, a distance of 200.00 feet to a 1/2 inch iron rod set for the most northerly corner of this tract;

THENCE, continuing across said 598.69 acres with the northeast line of this tract, S 59° 42' 51" E, a distance of 110.00 feet to the POINT OF BEGINNING and containing 0.505 acres of land.

THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

That I, R. David Strutton, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during February, 1996 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 4th day of March, 1996 A.D.

SURVEY RESOURCES, INC.
P.O. Box 162690
Austin, Texas 78716-2690

STATE OF TEXAS
REGISTERED
R. DAVID STRUTTON
4312
PROFESSIONAL
LAND SURVEYOR

R. David Strutton
R. David Strutton
Registered Professional Land Surveyor
No. 4312 - State of Texas

SKETCH TO ACCOMPANY

FIELD NOTES 5252 AND 5253

LEGEND

- COTTON-SPINDLE SET
- IRON ROD FOUND
- IRON ROD SET
- —◇— CHAIN-LINK FENCE

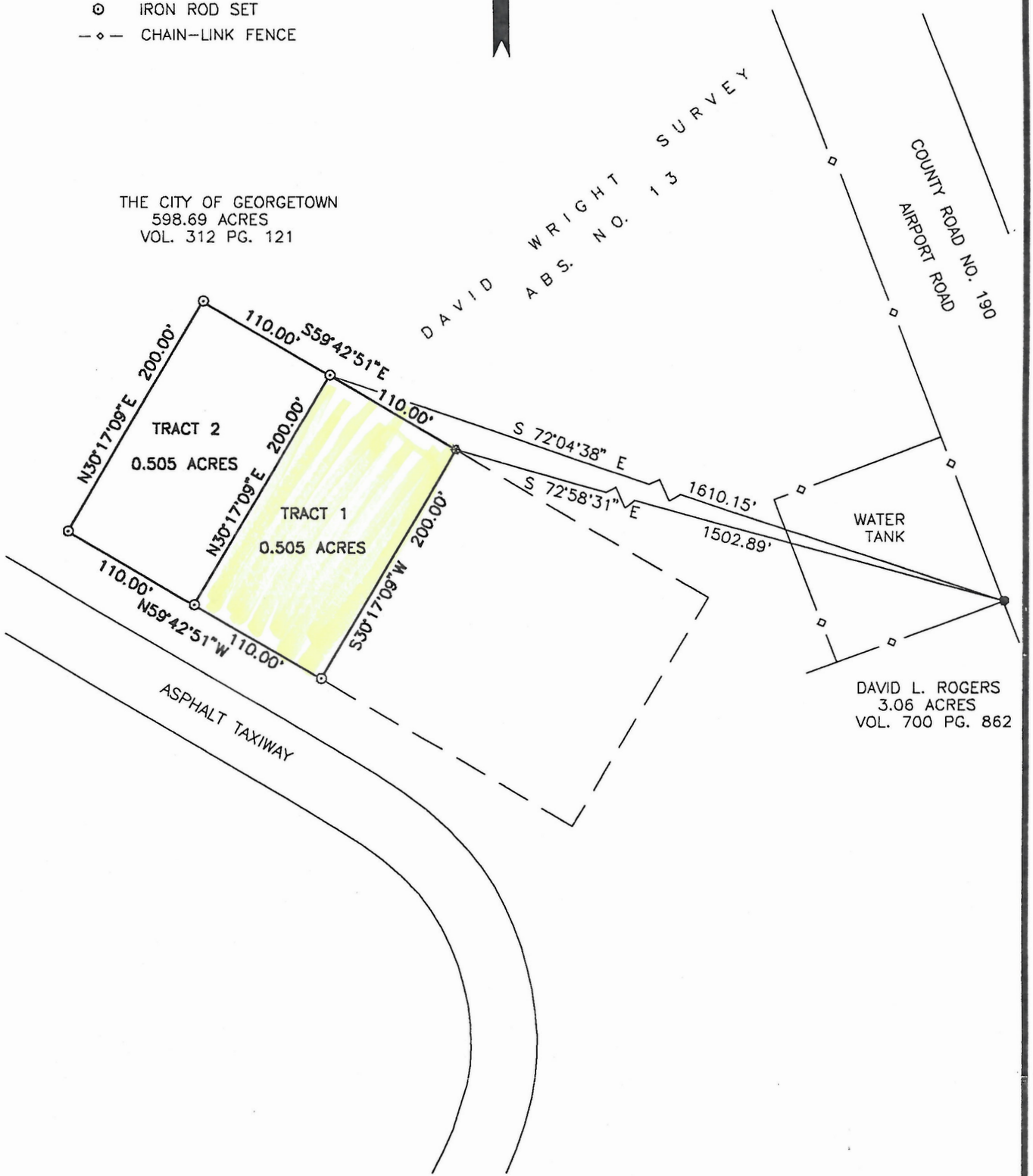
100' 80' 60' 40' 20' 0' 50' 100'

GRAPHIC SCALE

SCALE 1" = 100'

MARCH, 1996

WILLIAMSON COUNTY, TEXAS



SRI
SURVEY RESOURCES INC.
206 WILD BASIN RD.
SUITE #200
P. O. BOX 162690
AUSTIN, TEXAS
78716 - 2690
(512) 328 - 8221

FACILITY LEASE AGREEMENT

CITY OF GEORGETOWN, TEXAS

Facility Lessor

AND

Cannan Aviation Inc.
502 S Hangar Dr
Georgetown Texas 78628
Lessee

LEASE AGREEMENT

THIS FACILITY LEASE (“Agreement”) is effective this ___ day of ___ 20__ between the City of Georgetown, Texas, home-rule city (“City” or “Lessor”) and Cannan Aviation Inc. ("Lessee")

Preliminary Statements

A. The City owns and operates an airport known as the Georgetown Executive Airport at Johnny Gantt Field (KGTU) located in Williamson County, Texas (the "Airport");

B. The City and Lessee desire to enter into this Agreement for the use and occupancy of certain areas at the Airport

C. The City desires to accommodate, promote and enhance general aviation at the Airport. Lessee desires assurance of the Airport's continued availability as a base for aircraft; and

D. In consideration of the premises and of the rents, covenants and conditions herein contained, the City does hereby lease to Lessee the area(s) of the Airport described in Article 2 hereof (the "Leased Premises"), as follows:

ARTICLE 1: TERM AND OPTION

1.1 The initial term of this Agreement shall commence on April 1st, 2026, and expire at – 11:59 p.m. on March 31st, 2031 (the “Initial Term”), unless sooner terminated in accordance with this Agreement.

1.2 Subject to the conditions herein, Lessee shall have the option to extend the term of this Agreement for five years, hereinafter the "Extended Term(s)," provided that: (1) at the time of such exercise and on the day preceding commencement of any Extended Term, Lessee is not in default in the payment of any rent or in default in any other provisions of this Agreement. Lessee may exercise such option by giving written notice of such extension to the City not more than 18 months, nor less than nine months, prior to the expiration of the Initial Term or the then-current Extended Term. The exercise of any term option shall be contingent upon the completion of a condition inspection and approval in accordance with Section 5.2.7. The terms of this Agreement shall remain applicable during any Extended Term, and rent shall escalate throughout the Initial Term and any Extended Term as provided in Article 4.

ARTICLE 2: DESCRIPTION OF LEASED PREMISES

The Leased Premises consist of the parcel of land described in Exhibit "A," having a stipulated area of approximately 22,000 square feet. The Lessee acknowledges that: (1) the Lessor makes no representations or warranty regarding the suitability of the Leased Premises for the Lessee’s intended purposes or the presence or absence of environmental, geologic, or other site conditions that may affect the Lessee's use of the Leased Premises; (2) Lessee accepts full responsibility for determining the suitability of the Leased Premises for its intended purposes; (3)

Lessee has inspected and performed all tests and investigations of the Leased Premises for its intended purposes; and (4) Lessee is accepting the Leased Premises "as is," in their present condition. Lessee expressly disclaims reliance upon any statement, oral or written, made by any agent of the City concerning the condition, suitability, or business prospects of the Leased Premises.

ARTICLE 3: USE OF LEASED PREMISES

3.1 Lessee shall use and occupy the Leased Premises for the following purposes and for no other purpose whatsoever unless approved in writing by City:

3.1.1 For the operation of the existing structures (the "Hangar") to be used for the parking, storage, servicing, and repair of aircraft, the storage and sale of aircraft parts, and parking for employee and customer automobiles. All uses for which an FBO or SASO license are required, require approval of the Airport Manager and such other approvals as are set forth in the Airport Rules and Minimum Standards. No sublease or assignment shall be valid unless approved in writing by the City and conforms to all applicable laws and the Airport Rules and Minimum Standards then in effect (the "Rules" and "Minimum Standards"). Any commercial use must also be consistent with the City of Georgetown, Texas, building, use and zoning regulations and requirements applicable to the Leased Premises. Lessee warrants that all aircraft based at the Leased Premises shall comply with noise standards established under Part 36 of Title 14 of the Code of Federal Regulations, ("FAR 36") as amended from time to time. The Leased Premises shall not be used for residential purposes. Lessee shall comply with all Grant Assurances in favor of the State of Texas or the United States. All of Lessee's rights shall be subordinate to such Grant Assurances and other obligations to the United States or State of Texas.

3.1.2 The City makes no representations, guarantees, or warranties that the Leased Premises may be lawfully used for the purposes set forth in this Article 3.1. Lessee shall have the sole responsibility of obtaining all applicable permits or other governmental approvals necessary to use the Leased Premises. This Agreement is expressly conditioned upon Lessee obtaining all such permits and approvals, and the failure of Lessee to obtain any such permits or approvals within six months following the commencement date set forth in Article 1.1 shall constitute an event of default. The failure of Lessee to maintain any such permits or approvals during the term of this Agreement shall result in termination of this Agreement pursuant to Article 18.

3.1.3 During the term of this Agreement, Lessee must use the facility for Aeronautical Activities only, unless the prior written permission of the City is first obtained. The term "Aeronautical Activities" shall mean any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations.

3.1.4 City reserves unto itself, its patrons, visitors, and other lessees and their patrons, visitors, and employees, the right of flight for the passage of aircraft above the surface of the Leased Premises, together with the right to cause in such air space such noise, dust, interference as may be inherent in the operation of aircraft now known or hereafter in use, including the right of using said air space for landing at, taking off from, or operating at or near the Airport.

3.1.5 This Agreement is subject to the right of the United States of America to have exclusive or non-exclusive use, control and possession, without charge, of the Airport or any portion thereof during periods of national emergency.

ARTICLE 4: RENT

4.1 Lessee agrees to pay the City during the Initial Term hereof an annual base rent of $33,300 or $2,775 per month.

4.2 On April 1st, 2027, of the lease term, and on each anniversary date thereafter, the annual rent shall be adjusted by multiplying the annual rent payable in the next preceding year by a fraction, the numerator of which shall be the C.P.I., as hereinafter defined, published for the previous month and the denominator of which shall be the C.P.I. published for the month which preceded by 12 months the month used as the numerator. In no event shall the annual rent be reduced from that payable in a previous year. If Lessee has been granted and elects to exercise an option period, the rental rate of the option period will be at prevailing market rates set by the airport. Within 60 days following notice of intent to exercise an option for an Extended Term, the City shall give notice of the prevailing market rate. If Lessee disputes such rate, it may: (1) withdraw its notice of term extension within 10 days following receipt of the prevailing market rate from the City; or (2) advise the City that Lessee will renew at a market rate to be determined by an American Society of Appraisers ("ASA") certified appraiser. Such ASA appraiser shall be agreed upon by the parties within 10 days, or in the absence of agreement shall be appointed by the ASA. The decision of the appraiser shall be conclusive. All costs of appraisal shall be paid by Tenant.

4.2.1 The term "C.P.I." as used herein shall mean the Consumer Price Index for all urban consumers, all items, selected large city for the Dallas-Arlington-Ft Worth Area as published by the Bureau of Labor Statistics of the United States Department of Labor, 1982-84 base = 100. In the event the base year is changed, the CPI shall be converted to the equivalent of the base year 1982-84=100. In the event the Bureau of Labor Statistics ceases to use C.P.I., or this index, an equivalent or comparable economic index will be used.

4.3 The rent payable hereunder may be paid in advance in annual installments or shall be paid in equal monthly installments on the first day of each month in advance at such office as may be directed in writing by the City. Payments due to the City under this Agreement shall be paid without offset of any kind, and Lessee waives all common law and statutory rights of offset. In addition to any other remedies provided in this Agreement, if any rental, fee, charge, or other item of Additional Rent set forth in this Agreement is not paid to the City within 15 days of the date due, Lessee agrees to pay a late charge of 10% for each such late payment, and default interest shall accrue on such payment from 30 days after the date the payment was due, at a rate of 12% per annum.

4.4 Lessee shall keep the Leased Premises, and all structures constructed by Lessee on the Leased Premises or located on the Leased Premises (collectively, the "Improvements"), free and clear of any liens and encumbrances, and shall indemnify, hold harmless and defend the City from any liens and encumbrances arising out of any work performed or materials furnished by or

at the direction of Lessee. If any lien is filed, Lessee shall do all acts necessary to discharge such lien within ten days of filing, or if Lessee desires to contest any lien, then Lessee shall deposit with the City such security as the City shall reasonably demand to insure the payment of the lien claim. If Lessee shall fail to pay any lien claim when due or shall fail to deposit the security with the City, then the City shall have the right to expend all sums necessary to discharge the lien claim, and Lessee shall pay the City, as additional rental when the next rental payment is due, all sums expended by the City in discharging any lien, including reasonable attorneys' fees and costs, and interest at 12% on the sums expended by the City from the date of expenditure to the date of payment by Lessee.

4.5 Lessee agrees to comply with the Airport Rules and Minimum Standards adopted by the City for the Airport, as they now exist or as they may hereafter be adopted or amended. Fees due under such Minimum Standards or pursuant to any license issued for commercial activities conducted in whole or part on the Leased Premises, may be collected by the City as additional rent under this Agreement, in addition to any other remedies available to the City.

4.6 Holdover rent shall be due at the rate of 200% of ordinary rent.

ARTICLE 5: ACCEPTANCE, CARE, MAINTENANCE, IMPROVEMENTS AND REPAIR

5.1 Lessee acknowledges that it has inspected every aspect of the Leased Premises, conducted such studies and tests thereof (including environmental tests) as it deems necessary, and accepts possession of the Leased Premises "as is" in its present condition, and, subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration, the rules and regulations of the Airport, and by ordinances of the City, and admits its suitability and sufficiency. Except as may otherwise be provided in Section 5.3, the City shall not be required to maintain nor to make any improvements, repairs or restoration upon or to the Leased Premises or to any of the improvements presently located thereon or placed thereon by Lessee. The Lessee stipulates that it shall be solely responsible for all regular, irregular, ordinary, and capital maintenance and repair of the Leased Premises at its sole cost.

5.2 Lessee shall, throughout the term of this Agreement, conduct all repair and maintenance whatsoever on the Leased Premises and all improvements thereon, and shall perform in a good workmanlike manner all necessary repairs, maintenance, whether ordinary or extraordinary, structural or otherwise. Additionally, Lessee, without limiting the generality hereof, shall:

5.2.1 Keep at all times, in a clean and orderly condition and appearance, the Leased Premises, all improvements thereon and all of Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises. Lessee shall not park or leave, or allow to be parked, aircraft on the taxiways, ramps or pavement adjacent to any Hangar in a manner which unduly interferes with or obstructs access to other hangars or movement on adjacent taxiways.

5.2.2 Provide and maintain on the Leased Premises all obstruction lights and similar devices, and safety equipment required by law.

5.2.3 Take measures to prevent erosion, including without limitation the planting and replanting of grasses with respect to all portions of the Leased Premises not paved or built upon. Lessee shall maintain and replant any landscaped areas.

5.2.4 Be responsible for the maintenance and repair of all utility services lines placed on the Leased Premises and used by Lessee exclusively, including without limitation water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers.

5.2.5 If Lessee discovers any hazardous material on the Leased Premises, it will promptly notify the City in writing.

5.2.6 The City shall have the right to conduct periodic detailed inspections of the Leased Premises not more often than twice per year. If any maintenance deficiencies are discovered for which Lessee is responsible under this Agreement, the City may require Lessee to correct such deficiencies, whether ordinary or capital in nature.

5.2.7 Commencing on the fourth anniversary and each subsequent fourth year (2030 and 2034), the tenant shall provide the City with an inspection report of the leasehold property prepared by a mutually acceptable licensed engineer or architect licensed to do business in the state of Texas, attesting to the condition of the property and addressing all repairs, replacements needed to maintain the required state of condition of the property. If the parties cannot agree upon an engineer or architect, one shall be selected by the City.

ARTICLE 6: ADDITIONAL OBLIGATIONS OF LESSEE

6.1 Lessee shall conduct its operations in an orderly and proper manner, considering the nature of such operations, so as not to unreasonably annoy, disturb, endanger or offend others.

6.2 Further, Lessee shall take all reasonable measures:

6.2.1 To reduce to a practicable minimum vibrations tending to damage any equipment, structure, buildings or portions of buildings.

6.2.2 Not to produce or allow to be produced on the Airport, through the operation of machinery or equipment, any electrical, electronic or other disturbances that interfere with the operation by the City or the Federal Aviation Administration of air navigational, communication or flight equipment on the Airport or on aircraft using the Airport, or with ground transportation communications.

6.3 Lessee and its agents shall comply with all federal, state and municipal laws, ordinances, rules, regulations and requirements, the Airport's Minimum Standards, Airport security rules and regulations, and other Airport Rules and regulations, as they now exist or may hereafter be amended or promulgated.

6.4 Lessee shall commit no nuisance, waste or injury on the Leased Premises, and shall not do, or permit to be done, anything that may result in the creation, commission or maintenance of such nuisance, waste or injury on the Leased Premises.

6.5 Lessee shall neither do nor permit anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Leased Premises.

6.6 Lessee shall neither do nor permit any act or thing which will invalidate or conflict with any fire insurance policies or regulations applicable to the Leased Premises or other contiguous premises at the Airport.

6.7 Lessee shall not install, maintain, operate or permit the installation, maintenance or operation of any restaurant, kitchen, stand or other establishment of any type for the sale of food unless required permits for that activity are first obtained from the City.

6.8 Lessee will conduct its operations in such a manner as to keep the noise produced by aircraft engines and component parts thereof, and any other noise, to a minimum, by such methods as are practicable, considering the extent and type of the operations of Lessee and the limitations of federal law. In addition, Lessee will employ the maximum amount of noise arresting and noise reducing devices that are available and economically practicable, considering the extent of their operations, but in no event less than those devices required by federal, state or local law. In its use of the Leased Premises, Lessee shall take all possible care, exercise caution, and use commercially reasonable efforts to minimize prop or jet blast interference and prevent jet blast damage to aircraft operating on taxiways and to buildings, structures and roadways, now located on or which in the future may be located on areas adjacent to the Leased Premises. If the City determines that Lessee has not curbed the prop or jet blast interference or damage, Lessee covenants to erect and maintain at its own expense such structure or structures as may be necessary to prevent prop or jet blast interference, subject, however, to the prior written approval of the City as to type, manner and method of construction.

6.9 Lessee shall not store nor permit the storage of disabled aircraft, vehicles, or any equipment or materials outside of the Leased Premises, without the written approval of the City. No aircraft that is unairworthy may remain outside of a hangar for more than 20 days. Concerning any aircraft that has remained outside the hangars on the Leased Premises for more than 20 days, upon request Lessee shall provide written certification from an FAA licensee holding Inspection Authorization stating such aircraft is airworthy. If Lessee fails to comply with this requirement after a written request by Lessee to comply, Lessor may (but is not required to) cause the removal of any such aircraft at Lessee's expense by any means that Lessor determines, in its sole discretion, to be in Lessor's best interests. The costs of such removal shall constitute additional rent.

6.10 On forms and at the frequency prescribed by the Airport Manager, and with respect to each aircraft stored on the Leased Premises, Lessee shall provide the City with the (a) make and model, (b) N-number, and (c) identity and address of the registered owner. This requirement shall

apply to aircraft whether owned by Lessee or another party, and regardless of whether its storage is subject to the Minimum Standards or Rules.

6.11 Lessee shall obtain and maintain in current status all permits and licenses required under any law or regulation. If Lessee receives notice from any governmental entity that Lessee lacks, or is in violation of, any such permit or license, Lessee shall provide City with timely written notice of the same.

6.12 Lessee shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Lessee's use, occupancy, or operations at the Leased Premises or the Airport, and all other obligations for which a lien may be created thereto (including, but not limited to, utility charges and work for any improvements for which the City is not obligated to pay).

6.13 In addition to Lessee's indemnification obligations set forth in this Agreement, Lessee, at Lessee's sole cost, shall repair or replace (to Lessor's reasonable satisfaction) any damaged property that belongs to Lessor or Lessor's other lessees to the extent that such damage arises from or relates to an act or omission of Lessee or Lessee's Associates. Lessee shall promptly notify Lessor of any such property damage. If Lessee discovers any other potential claims or losses that may affect Lessor, Lessee shall promptly notify Lessor of the same.

6.14 Lessee shall comply with all security measures that Lessor, the United States Transportation Security Administration, or any other governmental entity having jurisdiction may require in connection with the Airport, including any access credential requirements, any decision to remove Lessee's access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Lessee or Lessee's Associates. Lessee agrees that Airport access credentials, if adopted in the future, shall be the property of Lessor and may be suspended or revoked by Lessor in its sole discretion at any time. Lessee shall pay all fees associated with such credentials, and Lessee shall immediately report to the Airport Manager any lost credentials or credentials that Lessee removes from any employee or any of Lessee's Associates. Lessee shall protect and preserve security at the Airport.

6.15 When consistent with Laws and Regulations, Lessee shall promptly remove or cause to be removed from any portion of the Airport not leased by Lessee the Aircraft or any other aircraft that Lessee owns or controls if it becomes unairworthy. Lessee may store such aircraft within Lessee's enclosed improvements.

ARTICLE 7: INGRESS AND EGRESS

7.1 Lessee shall have the right of ingress and egress between the Leased Premises and the public landing areas at the Airport by means of connecting taxiways; and between the Leased Premises and the entrance(s) to the Airport by means of connecting paved roads. Lessee shall have the right to use the public runways and public aviation aids at all times during which they are open to the public. Such rights of ingress, egress and use shall be in common with others having rights of use and passage thereon.

7.2 The use of any roadways or taxiways shall be subject to the Rules and Minimum Standards of the Airport, which are now in effect or which may hereafter be promulgated, and subject to temporary closure; provided, however, that any closure shall be only for reasonably necessary or unique circumstances, and provided that three days prior written notice will be given to Lessee relevant to any closure, unless such closure is necessary due to emergency. Lessee, for itself and its authorized subtenants, hereby releases and discharges the City, their officers, employees and agents, and all their respective successors and assigns, of and from any and all claims, demands, or causes of action which Lessee or its authorized subtenants may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area, provided that other reasonable means of access to the Leased Premises remain available to Lessee without cost to Lessee, unless otherwise mandated by emergency safety considerations or lawful exercise of the police power. Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets or roadways on the Airport.

ARTICLE 8: INSURANCE AND DAMAGE TO THE LEASED PREMISES

8.1 Lessee, at its sole cost and expense, shall procure and maintain throughout the term of this Agreement insurance protection for all risk coverage on the improvements which are part of the Leased Premises, to the extent of one hundred percent (100%) of the actual replacement cost thereof. Such insurance shall be written by insurers reasonably acceptable to the City. The insurance shall provide for 30 days' notice of cancellation or material change, by certified mail, return receipt requested, to the City, Attention: Airport Manager.

8.1.1 The above-stated property insurance shall be for the benefit and to safeguard the interests of the Lessee and City. Both the City and Lessee shall be named primary insureds.

8.1.2 If any losses are estimated to exceed one-third of the current value of the Facilities, the City shall solely adjust and settle such losses with the insurers. If the estimated loss does not exceed one-third of the current value of the Facilities, the loss shall be adjusted solely by the Lessee. Each party shall consult with the other obtain a settlement that covers the cost of repairing or rebuilding the improvements.

8.1.3 Lessee shall provide certificates of insurance, in a form acceptable to the City evidencing existence of all insurance required to be maintained prior to occupancy of the improvements. Upon the failure of Lessee to maintain such insurance as above provided, the City, at its option, may obtain such insurance (which may be single-interest) and charge the cost to Lessee as Additional Rent, which shall be payable on demand, or may give notice of default hereunder.

ARTICLE 9: LIABILITY INSURANCE AND INDEMNITIES

9.1 **THE CITY SHALL NOT IN ANY WAY BE LIABLE FOR ANY COST, LIABILITY, DAMAGE OR INJURY, INCLUDING COST OF SUIT AND EXPENSES OF LEGAL SERVICES, CLAIMED OR RECOVERED BY ANY PERSON OR ENTITY, OR OCCURRING ON THE LEASED PREMISES, OR THE AIRPORT, OR AS A RESULT**

OF ANY OPERATIONS, WORKS, ACTS OR OMISSIONS PERFORMED ON THE LEASED PREMISES, OR THE AIRPORT, BY LESSEE, ITS AGENTS, SERVANTS, EMPLOYEES OR AUTHORIZED TENANTS, OR THEIR GUESTS OR INVITEES. LESSEE SHALL NOT IN ANY WAY BE LIABLE FOR ANY COST, LIABILITY, DAMAGE OR INJURY, INCLUDING COST OF SUIT AND EXPENSES OF LEGAL SERVICES, CLAIMED OR RECOVERED BY ANY PERSON OR ENTITY, OR OCCURRING ON THE LEASED PREMISES, OR THE AIRPORT, OR AS A RESULT OF ANY OPERATIONS, WORKS, ACTS, OR COMMISSION PERFORMED ON THE LEASED PREMISES, OR THE AIRPORT, SOLELY BY THE CITY, THEIR AGENTS, SERVANTS, EMPLOYEES OR AUTHORIZED TENANTS, OR THEIR GUESTS OR INVITEES. IN THIS REGARD, LESSEE EXPRESSLY RELEASES THE CITY AND EACH OF ITS AGENTS FROM THEIR OWN NEGLIGENCE, , OR OTHER LIABILITY.

9.2 **LESSEE AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS, THE CITY, THEIR OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, OF AND FROM ANY AND ALL COSTS, LIABILITY, DAMAGE AND EXPENSE, INCLUDING COSTS OF SUIT AND REASONABLE EXPENSES OF LEGAL SERVICES, CLAIMED OR RECOVERED, JUSTLY OR UNJUSTLY, FALSELY, FRAUDULENTLY OR FRIVOLOUSLY, BY ANY PERSON, FIRM OR CORPORATION BY REASON OF INJURY TO, OR DEATH OF, ANY PERSON OR PERSONS, INCLUDING CITY PERSONNEL, AND DAMAGE TO, DESTRUCTION OR LOSS OF USE OF ANY PROPERTY, INCLUDING CITY PROPERTY, DIRECTLY OR INDIRECTLY ARISING FROM, OR RESULTING FROM, ANY OPERATIONS, WORKS, ACTS OR OMISSIONS OF LESSEE, ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, OR AUTHORIZED TENANTS. UPON THE FILING WITH THE CITY BY ANYONE OF A CLAIM FOR DAMAGES ARISING OUT OF INCIDENTS FOR WHICH LESSEE HEREIN AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS, THE CITY SHALL NOTIFY LESSEE OF SUCH CLAIM AND IN THE EVENT THAT LESSEE DOES NOT SETTLE OR COMPROMISE SUCH CLAIM, THEN LESSEE SHALL UNDERTAKE THE LEGAL DEFENSE OF SUCH CLAIM ON BEHALF OF LESSEE AND THE CITY. IT IS SPECIFICALLY AGREED, HOWEVER, THAT THE CITY AT ITS OWN COST AND EXPENSE, MAY PARTICIPATE IN THE LEGAL DEFENSE OF ANY SUCH CLAIM. ANY FINAL JUDGMENT RENDERED AGAINST THE CITY FOR ANY CAUSE FOR WHICH LESSEE IS LIABLE HEREUNDER SHALL BE CONCLUSIVE AGAINST LESSEE AS TO LIABILITY AND AMOUNT UPON THE EXPIRATION OF THE TIME FOR APPEAL**.

9.3 Lessee shall procure and keep in force during the term of this Agreement policies of Commercial General Liability insurance, including airport premises, commercial general, and automobile, insuring Lessee and the City, as an additional insured, against any liability for personal injury, bodily injury, death, or property damage. The limits of the liability shall not be less than the lower of: (1) the amount specified in Landlord's Airport Minimum Standards ("AMS") for the type of activity occurring on the Leased Premises; or (2) combined single limit of $2,000,000. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after 30 days prior written notice to the City. The policies shall be for the mutual and joint benefit and protection of Lessee and the City, and such policies shall contain

a provision that the City, although named as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, citizens, and employees by reason of negligence of Lessee (i.e. a fellow-insured write-back endorsement). Lessee shall provide certificates of insurance, in a form acceptable to the City as evidencing existence of all insurance required to be maintained prior to the commencement of the Agreement. Any insurance policy herein required or procured by Lessee shall contain an express waiver of any right or subrogation by the insurance company against the City, and an endorsement stating that the indemnity obligations set forth above are covered by such insurance.

9.4 Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in any way connected with this Agreement. Lessee agrees to save and hold the City, their officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of Lessee under or in any way connected with this Agreement.

ARTICLE 10: SIGNS

Lessee shall have the right to install and maintain one or more signs on the Leased Premises identifying it and its operations. The subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to the Airport design standards, if any. No sign will be allowed that may be confusing to aircraft pilots or automobile drivers or other traffic.

ARTICLE 11: ASSIGNMENT AND SUBLEASE

The prior written consent of the City shall be required for any sale, transfer, assignment or sublease of this Agreement and of the leasehold estate hereby created. The sale by Lessee of a majority interest or voting control of its equity shall constitute a transfer. Any purported transfer made without prior written consent from the City is void.

ARTICLE 12: CONDEMNATION

12.1 If all or any portion of the Leased Premises is taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of appropriation, condemnation or eminent domain (or pursuant to a sale to such power or authority under the threat of condemnation or eminent domain), all rentals payable hereunder with respect to that portion of the Leased Premises taken shall no longer be payable, and the proceeds, if any, from such taking or sale shall be allocated between the City and Lessee in accordance with the applicable condemnation law, with Lessee being entitled to compensation for the fair market value of the leasehold interest, improvements and personal property taken. If a portion of the Leased Premises is so taken or sold, and as a result thereof, the remaining part cannot reasonably be used to continue the authorized uses set forth in Article 3 hereof, then this Agreement shall terminate at Lessee’s election, and Lessee's

obligation to pay rent and perform the other conditions of the lease shall be deemed to have ceased as of the date of such taking or sale.

12.2 The City expressly reserves the right to grant or take easements on rights-of-way across the Leased Premises if it is determined to be in the best interest of the City to do so. If the City grant or take an easement or right-of-way across any of the Leased Premises, Lessee shall be entitled only to compensation for damages to all improvements owned by Lessee destroyed or physically damaged thereby, but not to damages for loss of use of the Leased Premises itself. Damages to improvements shall be determined by the reduction in fair market value of the improvements caused by said damage or cost of repair, whichever is less.

12.3 Lessee understands and agrees that the City have the right to take all or any portion of the Leased Premises, and any additions, alterations or improvements thereon, should the City, in their sole discretion, determine that said portion of the Leased Premises, and improvements thereon, are required for other Airport purposes, without initiating condemnation proceedings. If such action is taken, the City shall substitute comparable areas within the Airport, or any additions or extensions thereof, brought to the same level of improvement as the area taken. The City shall bear all expenses of bringing the substituted area to the same level of improvement to the area taken, and of moving Lessee's improvements, equipment, furniture and fixtures to the substituted area. If any of Lessee's improvements, equipment, furniture or fixtures cannot be relocated, the City shall replace, at their own expense, such non-relocatable improvements and other property with comparable property in the substituted area, and the City shall be deemed the owner of the non-relocated improvements and other property, free and clear of all claims of any interest or title therein by Lessee, any mortgagee, or any other third party whomsoever. It is the specific intent of this subparagraph that Lessee would be placed, to the extent possible, in the same position it would have been, had the City not substituted new premises for the Leased Premises; provided however, that the City shall not be obligated to reimburse Lessee for lost revenues or other costs due to such substitution. Nothing in this subparagraph shall be construed to limit the City' rights to condemn Lessee's leasehold rights and interests in the Leased Premises pursuant to state law.

ARTICLE 13: NON-DISCRIMINATION

13.1 Lessee, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises, for a purpose for which a United States government program or activity is extended, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

13.2 Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

13.2.1 No person on the grounds of race, color, disability or national origin shall be excluded from participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises;

13.2.2 That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, disability or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

13.2.3 That Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally- assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

13.3 In this connection, the City reserve the right to take whatever action they might be entitled by law to take in order to enforce this provision following the 60 days written notice to Lessee of any alleged violation. This provision is to be considered as a covenant on the part of Lessee, a breach of which, continuing after notice by the City to cease and desist and after a determination that a violation exists made in accordance with the procedures and appeals provided by law, will constitute a material breach of this Agreement and will entitle the City, at their option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.

13.4 Lessee shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than Lessee, operates any facility at the Leased Premises providing service to the public and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such covenant.

ARTICLE 14: GOVERNMENTAL REQUIREMENTS

14.1 Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over Lessee's operations at the Leased Premises which may be necessary for Lessee's operations on the Airport.

14.2 Lessee shall pay all taxes, license, certification, permits and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the Leased Premises or operation hereunder or on the gross receipts or gross income to Lessee there from, and shall make all applications, reports and returns required in connection therewith.

14.3 Lessee shall pay all water, sewer, utility and other applicable use taxes and fees, arising from its occupancy and use of the Leased Premises and/or the improvements thereon.

14.4 If the City is ever required to pay any of the foregoing, or is not paid any of the foregoing, then the City may collect such sums as additional rent.

ARTICLE 15: RIGHTS OF ENTRY RESERVED

15.1 City shall at all times during ordinary business hours have the right to enter upon the Premises and Improvements for the purposes of: (i) inspecting the same; (ii) confirming the performance by Lessee of its obligations under this Agreement; (iii) doing any other act which City may be obligated or have the right to perform under this Agreement or reasonably related thereto; and (iv) for any other lawful purpose. Such inspections shall be made only on 48 hour advance notice except in cases of emergency. Such notice shall be sufficient if prominently posted on the primary building for 48 hours prior to the inspection.

15.2 Without limiting the generality of the foregoing, the City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at its own expense, to maintain existing and future Airport mechanical, electrical and other utility systems and to enter upon the easements in the Leased Premises to make such repairs, replacements or alterations as may be necessary or advisable, in the reasonable opinion of the City, and from time to time to construct or install over, in or under existing easements within the Leased Premises such systems or parts thereof and in connection with such maintenance use the Leased Premises existing easements for access to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such rights of access, repair, alteration or new construction, the City shall not install a utility under or through any building on the Leased Premises or unreasonably interfere with the actual use and occupancy of the Leased Premises by Lessee, all such utilities to be placed within existing easements, except as provided in Article 14. Reservation of the aforesaid right by the City shall not impose or be construed to impose upon the City any obligation to repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services only to the Leased Premises; provided, however, that if they repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services to others, the City will restore the Leased Premises to their preexisting condition in a timely manner. Lessee will provide for the installation, maintenance and repair, at its own expense, of all service lines of utilities providing services only to the Leased Premises. City will repair, replace and maintain all other utility lines, at City' expense.

15.3 If any personal property of Lessee shall obstruct access of the City across the existing easements to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system pursuant to Section 16.2, Lessee shall move such property, as directed by the City or said utility company, upon reasonable notice by the City, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property after direction from the City or said utility company to do so, the City or the utility company may move it, and Lessee waives any claim against the City for damages as a result there from, except for claims for damages arising from the City' negligence.

ARTICLE 16: TERMINATION

16.1 Upon default by Lessee in the payment of rent, additional rent, or other sums due under this Agreement, the City shall give written notice to Lessee of such default. If such default

has not been cured by the tenth calendar day following notice of default, the City may terminate this Agreement.

16.2 This Agreement shall terminate, at the option of the City, upon the appointment of a receiver or trustee of all, or substantially all, of Lessee's assets by a court of competent jurisdiction. The term "trustee" shall not include a trustee appointed under Title 11 of the United States Code.

16.3 Upon the default by Lessee in the performance of any covenant or condition required to be performed by Lessee other than the payment of money, and the failure of Lessee to remedy such default for a period of 30 days after the City sends written notice to remedy the same, the City may terminate this Agreement, unless Lessee establishes that such default is incapable of cure within 30 days, in which case Lessee shall not be in default if it diligently and continuously pursues cure of the default. In no event, however, shall the cure period extend beyond 180 days.

16.4 Upon termination of this Agreement for any reason, all rights of Lessee, authorized lessees, and any other person in possession shall terminate, including all rights or alleged rights of creditors, trustees, assigns, and all others similarly so situated as to the Leased Premises. Except as may be expressly provided to the contrary elsewhere herein, upon termination of this Agreement for any reason, the Leased Premises and all improvements located thereon, and all equipment and fixtures therein, shall be and become the property of the City, free and clear of all encumbrances and all claims of Lessee, its subtenants, creditors, trustees, assigns and all others, and the City shall have immediate right of possession of the Leased Premises and such improvements.

16.5 Failure by the City or Lessee to take any authorized action upon default by Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by Lessee shall not constitute a waiver of said default nor of any subsequent breach or default of any of the terms, covenants and conditions in this Agreement. Acceptance of rentals by the City from Lessee, or performance by the City under the terms hereof, for any period or periods after a default by Lessee of any of the terms, covenants and conditions herein shall not be deemed a waiver or create an estoppel of any right of the City to terminate this Agreement for any subsequent failure by Lessee to so perform this Agreement.

16.6 If Lessee ceases to conduct its authorized Aeronautical Activities on the Leased Premises for a period of 12 consecutive months, the City may terminate this Agreement by written notice to Lessee given at any time while such cessation continues, unless Lessee resumes such activities within 60 days following receipt of written notice from the City of such intent to terminate this Agreement. An unauthorized sublease or assignment of Lessee's rights herein shall constitute a cessation of aeronautical activities.

ARTICLE 17: SURRENDER AND RIGHT OF RE-ENTRY

17.1 Upon the expiration, cancellation or termination of this Agreement pursuant to any terms hereof, Lessee agrees peaceably to surrender up the Leased Premises to the City in the condition required by Article 5. Upon such expiration, cancellation or termination, the City may re-enter and repossess the Leased Premises together with all improvements and additions thereto,

or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at the City's election.

17.2 If Lessee remains in possession of the Leased Premises after the expiration, cancellation or termination of this Agreement without written agreement with respect thereto, then Lessee shall be deemed to be occupying the Leased Premises as a tenant at-sufferance, subject to all of the conditions, provisions and obligations of this Agreement, but without any rights to extend the term of this Agreement. The City's acceptance of rent from Lessee in such event shall not alter the status of Lessee as a tenant at sufferance whose occupancy of the Leased Premises may be terminated by City at any time.

ARTICLE 18: SERVICES TO LESSEE

Except in cases of emergency, in which case no notice shall be required, City will endeavor to give not less than 14 days prior written notice to Lessee of any anticipated temporary Airport closure, for maintenance, expansion or otherwise. Notwithstanding the above, the City shall not be deemed to be in breach of any provision of this Article 19 in the event of a permanent closure of the Airport. Provided, however, that if such permanent closure is in connection with the construction of a new airport by the City, Lessee shall have the option to enter into a substitute hangar ground lease agreement with the City, for the use of a portion of such new airport not smaller than the Leased Premises, under financial terms which are no less favorable than those set forth herein.

ARTICLE 19: SURVIVAL OF THE OBLIGATIONS OF LESSEE

19.1 If this Agreement shall have been terminated due to default by Lessee in accordance with notice of termination as provided in Article 17, all of the obligations of Lessee under this Agreement shall survive such termination, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to the City to the same extent, at the same time or times, and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. The City may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term of this Agreement.

19.2 The amount of damages for the period of time subsequent to termination (or re-entry, regaining or resumption of possession) on account of Lessee's rental obligations shall be the sum of the following:

19.2.1 The amount of the total of all installments of rents, less the installments thereof payable prior to the effective date of termination; and

19.2.2 An amount equal to all expenses incurred by the City and not reimbursed in connection with regaining possession, restoring the Leased Premises required by paragraph 19, above, acquiring a new lease for the Leased Premises, legal expenses (including, but not limited to, attorneys' fees) and putting the Leased Premises in order.

19.3 There shall be credited to the account of Lessee against its survived obligations hereunder, the amount actually received from any lessee, licensee, permittee, or other occupier in connection with the use of the said Leased Premises or portion thereof during the balance of the term of use and occupancy as the same is originally stated in this Agreement, and the market value of the occupancy of such portion of the Leased Premises as the City may themselves during such period actually use and occupy. No such use and occupancy shall be, or be construed to be, an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of the City hereunder.

19.4 The provisions of this Article 20 shall not be applicable to termination of this Agreement pursuant to Section 3.1.2 or if expressly provided to the contrary elsewhere in this Agreement.

ARTICLE 20: USE SUBSEQUENT TO CANCELLATION OR TERMINATION

The City shall, upon termination or cancellation, or upon re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purposes of Lessee under this Agreement, without affecting, altering or diminishing the obligations of Lessee hereunder, provided that any structural changes shall not be at Lessee's expense.

ARTICLE 21: NOTICES

21.1 Any notice, consent, approval or other communication given by either party to the other relating to this Agreement shall be in writing, and shall be delivered in person, sent by certified mail, return receipt requested, sent by reputable overnight courier, or sent by facsimile transmission (with evidence of such transmission received) to such other party at the respective addresses set forth below (or at such other address as may be designated from time to time by written notice given in the manner provided herein). Such notice shall, if hand delivered or personally served, be effective immediately upon receipt. If sent by certified mail, return receipt requested, such notice shall be deemed given on the third business day following deposit in the United States mail, postage prepaid and properly addressed; if delivered by overnight courier, notice shall be deemed effective on the first business day following deposit with such courier; and if delivered by facsimile, notice shall be deemed effective when received. Notice to the City is not effective unless sent concurrently to BOTH the City Attorney and the Airport Manager.

21.2 The notice addresses of the parties are as follows:

To the City:

Airport Manager
Georgetown Executive Airport
500 Terminal Drive
Georgetown, TX 78628
Telephone: 512-930-8464

City Attorney
City of Georgetown, Texas
510 W. 9th Street
Georgetown, Texas 78728
Telephone: 512-930-8165

To Lessee:

John Cannan
502 S Hangar Dr
Georgetown Texas 78628

ARTICLE 22: SUBORDINATION CLAUSES

22.1 This Agreement is subject and subordinate to the following:

22.1.1 The City reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee, provided Lessee is not deprived of the use or access to the Leased Premises or any of Lessee's rights under this Agreement and unless said activities by the City shall result in the loss of convenient access to the Leased Premises by motor vehicles and/or aircraft owned or operated by Lessee or Lessee's assigns, subtenants, renters, agents, employees or invitees.

22.1.2 The City reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.

22.1.3 This Agreement is and shall be subordinate to the provision of existing and future agreements between the City and the United States or the State of Texas relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of federal funds, services, or property for the benefit of the Airport.

22.1.4 During national emergency, the City shall have the right to lease all or any part of the landing area or of the airport to the United States or Texas National Guard for military use, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease to the government, shall be suspended, but such suspension shall not extend the term of this Agreement. Abatement of rentals shall be reasonably determined by the City and Lessee in proportion to the degree of interference with Lessee's use of the Leased Premises. Lessee is notified that pursuant to the terms of the 1942 transfer of the Airport

from the United States to the City, during time of national emergency the Secretary of Defense may designate all or any portion of the Airport subject to the exclusive use of the United States.

22.1.5 Except to the extent required for the performance of any obligations of Lessee hereunder, nothing contained in this Agreement shall grant to Lessee any rights whatsoever in the airspace above the Leased Premises other than those reasonably necessary to Lessee's enjoyment of the Leased Premises and City' Airport facilities and which are consistent with Federal Aviation Administration rules, regulations and orders currently or subsequently effective. Further, Lessee's rights in airspace above the Leased Premises and the Airport and the Airport facilities shall be not less than the rights therein by other users of the Airport and Airport facilities.

ARTICLE 23: GENERAL PROVISIONS

23.1 Remedies Nonexclusive. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the City, or Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy provided that the City' remedies in the event of default shall not exceed those set forth in this Agreement.

23.2 Individuals Not Liable. No director, officer, agent or employee of the City shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution thereof.

23.3 Estoppel Certificate. At the request of Lessee in connection with an approved assignment of its interest in this Agreement, the City shall execute and deliver a written statement identifying itself as the Lessor under this Agreement and certifying such facts as may actually be true.

23.4 Recording of Lease. This Agreement shall be recorded by the City, and the costs of such recordation, and any closing costs associated with this Agreement, its execution and recordation, shall be billed to and paid by Lessee as additional rent. The City may file an appropriate UCC notice advising of its contractual landlord liens herein.

23.5 Dispute Resolution. This Agreement shall be performable and enforceable in Williamson County, Texas, and shall be construed in accordance with the laws of the State of Texas. Exclusive jurisdiction and venue for all disputes between the parties shall lie in the state courts located within Williamson County, Texas. The parties waive right to trial by jury.

23.6 No Third Party Beneficiaries. This Agreement is made for the sole and exclusive benefit of the City and Lessee, their successors and assigns, and is not made for the benefit of any third party.

23.7 No Oral Agreements; Integration. All prior oral and written communications between agents of the parties are deemed to be merged and integrated into this document, and the parties disclaim reliance upon any such communications. This Agreement constitutes the entire agreement of the parties hereto and may be changed, modified, discharged or extended by written instrument duly executed by the City and Lessee. The parties agree that no representations or warranties shall be binding upon the City or Lessee unless expressed in writing.

23.8 Quiet Enjoyment. The City covenants and warrants that it is the owner of the Leased Premises and that Lessee upon payment of rentals herein provided for and performance of provisions on its part to be performed, shall and may peacefully possess and enjoy the Leased Premises during the term hereof and any extensions hereof without any interruption or disturbance.

23.9 Severability. The invalidity of any provisions, articles, paragraphs, portions or clauses of this Agreement shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable agreement. Furthermore, in lieu of such invalid provisions, articles, paragraphs, portions or clauses, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such invalid provision as may be possible and be legal, valid and enforceable.

ARTICLE 24: HAZARDOUS MATERIALS

24.1 Lessee shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Premises or the Airport by Lessee or Lessee's Associates in violation of applicable federal, state, or local environmental laws, regulations, and ordinances ("Environmental Laws"). Lessee is responsible for any such violation as provided in this Agreement, and shall fully indemnify and hold harmless the City from all fees, fines, costs and damages related in any manner to any release of Hazardous Material or legal violation.

24.2 Lessee agrees that in the event of a release or threat of release of any Hazardous Material by Lessee at the Airport, Lessee shall provide Lessor with prompt notice of the same. Lessee shall respond to any such release or threat of release in accordance with applicable Laws and Regulations. If Lessor has reasonable cause to believe that any such release or threat of release has occurred, Lessor may request, in writing, that Lessee conduct reasonable testing and analysis (using qualified independent experts acceptable to Lessor) to show that Lessee is complying with applicable Environmental Laws. Lessor may conduct the same at Lessee's expense if Lessee fails to respond in a reasonable manner. Lessee shall cease any or all of Lessee's activities as Lessor determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Lessee violates any Environmental Laws at the Airport (whether due to the release of a Hazardous Material or otherwise), Lessee, at Lessee's expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: (i) promptly remediate such violation in compliance with applicable Environmental Laws; (ii) submit to Lessor a written remediation plan, and Lessor reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; (iii) work with Lessor and other governmental authorities having jurisdiction in connection with any violation; and (iv) promptly provide to Lessor

copies of all documents pertaining to any environmental concern that are not subject to Lessee's attorney-client privilege.

24.3 To the extent that Lessee is a co-permittee with Lessor in connection with any permit relating to the environment at the Airport, or to the extent that any of Lessee's operations in connection with this Agreement or otherwise may impact Lessor's compliance with any such permit, Lessee shall work cooperatively with Lessor and other lessees and take all actions necessary to ensure permit compliance, and minimize the cost of such compliance, for the benefit of Airport operations.

24.4 Upon any expiration or termination of this Agreement, and upon any change in possession of the Premises authorized by Lessor, Lessee shall demonstrate to Lessor's reasonable satisfaction that Lessee has removed any Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing to the extent that facts and circumstances warrant analysis and testing, such as evidence of past violations or specific uses of the premises. These obligations survive any termination of this Agreement.

CITY OF GEORGETOWN, TEXAS

_____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

LESSEE
Cannan Aviation Inc.

By: _____
John Cannan, President

EXHIBIT A—LEASE DESCRIPTION

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Resolution - Amending Airport Minimum Standards to remove all references to leasing

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to adopting the amended Airport Minimum Standards removing Section 7 regarding leasing -- Eric Johnson, Public Works Director, and Matthew Sommerfeld, Airport Manager

ITEM SUMMARY:
Amending the Airport Minimum Standards, adopted in 2017 to completely remove section 7 – Leasing. The Airport Leasing Policy, adopted in 2022 covers leases at the airport. References multiple adopted documents can cause conflicting information. This Amendment allows one document as reference to the Airport Leasing Policy.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Karen Frost, Public Works

ATTACHMENTS:
Res_Minimum Standards Update_4.14.2026.pdf
Exhibit A_Airport Min Standards_Updated 4.14.2026.pdf
Airport Min Standards_Redline.pdf

RESOLUTION NO. _____

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, ADOPTING THE AMENDED MINIMUM STANDARDS FOR COMMERCIAL AND NON-COMMERCIAL OPERATORS AT THE GEORGETOWN MUNICIPAL AIRPORT OF GEORGETOWN, TEXAS UNDER CHAPTER 12.32 OF THE CODE OF ORDINANCES; REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council determined that the Airport Minimum Standards for Commercial and Non-Commercial Operations ("Minimum Standards") ensure a safe airport and abide by all Federal regulations; and

WHEREAS, the City Council now finds it necessary and appropriate to amend the Minimum Standards to remove Section 7 "Leasing" in order to consolidate all leasing requirements into the Airport Leasing Policy; and

WHEREAS, the City Council finds that the adoption of the amended Minimum Standards as set forth herein is in the best interest of the public and the residents of the City to ensure efficient operation and administration of the airport.

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

Section 1. The meeting at which this resolution 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 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 3. The amended Minimum Standards attached hereto as Exhibit A are hereby adopted.

Section 4. All resolutions that conflict with the provisions of this resolution are hereby repealed, and all other resolutions of the City not in conflict with the provisions of this resolution shall remain in full force and effect.

Section 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.

Section 6. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest. This resolution 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 the 14th Day of April, 2026.

ATTEST: **THE CITY OF GEORGETOWN:**

_____ _____

Robyn Densmore, City Secretary Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney



MINIMUM STANDARDS

FOR

COMMERCIAL AND NON-COMMERCIAL OPERATORS

AT THE

GEORGETOWN MUNICIPAL AIRPORT

OF

GEORGETOWN, TEXAS

UPDATED APRIL 14, 2026

Minimum Standards

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SECTION 1
GENERAL STANDARDS

Section 1 – General Standards

The following Minimum Standards for Commercial and Non-Commercial Operators at the Georgetown Municipal Airport ("Minimum Standards") have been adopted by the City of Georgetown City Council for the Georgetown Municipal Airport ("Airport"). Appendix A contains the definitions used in this document. Defined terms are capitalized. The Minimum Standards regulate conduct of Aeronautical Activities at the Airport, and specify certain provisions that will be included in the Airport lease, license, permit or concession agreements, and apply uniformly to all persons operating at the Airport. Any person operating on or from the Airport consents to be bound by these standards. Failure by Airport users to comply with the Minimum Standards could result in loss of use of the Airport.

GS-1. Implementation Official.

The Airport Manager shall enforce the Minimum Standards.

GS-2. Airport Open on Nondiscriminatory Basis.

Facilities on the Airport shall be open to all classes of users on fair and not unjustly discriminatory bases. The FAA has exclusive jurisdiction to determine issues of fair treatment and unjust discrimination.

GS-3. Hangar Space.

Except as otherwise provided in this section, no person may offer for hire on the Airport any hangar or shelter for aircraft, related service equipment, or surface vehicle unless such person has leased premises from the City as an FBO or SASO.

GS-4. Compliance with Laws and Health, Fire, Construction, and Zoning Codes.

All persons utilizing the Airport shall comply with Federal, State, and local laws, including the requirements of all City health, fire, construction, and zoning codes applicable to the Airport and its operation. All construction on the Airport shall comply with all generally applicable building codes adopted by the City.

GS-5. Inspections.

To the extent necessary to protect the rights and interests of the City or to assure compliance with the Minimum Standards or a lease, the Airport Manager or authorized representative, or any representative of the FAA or state agency having jurisdiction over the Airport, shall have the right to enter and inspect, upon notice, during reasonable hours, structures, premises, facilities, and improvements on the Airport to determine compliance with these Minimum Standards and any applicable lease provisions.

GS-6. Surface Vehicles, Limits on Weight.

No vehicle with dual-wheeled axle loadings of more than 40,000 pounds is allowed on any paved or treated aircraft movement or parking areas.

GS-7. Civil Rights.

Persons using this Airport shall comply with all provisions of the Civil Rights Act of 1964 and implementing Part 21 of the Regulations of the U.S. Department of Transportation, and are hereby specifically prohibited from discrimination against any group or individual on the basis of race, creed, color, national origin, or sex.

GS-8. Surface Vehicles on Airport.

Except to the extent needed to service or load aircraft, no private or commercial vehicle shall be driven or parked on any other than designated roads or automobile parking areas.

GS-9. Complaints.

Complaints against any Aircraft Operator, Operator or their employee for violations of these Minimum Standards shall be in writing alleging the infraction, date, persons, and any witnesses thereto and signed by the complainant and filed with the Airport Manager.

GS-10. Use of Land within the Airport.

Property within the Airport may be primarily used only for Aeronautical Activities, but secondary non-aeronautical uses are permitted if:

(1) the primary Aeronautical Activity is not interfered with;

(2) it is not in violation of FAA regulations;

(3) is specifically authorized by the City; and

(4) if such secondary use will benefit the Airport or provide better for its maintenance or development.

GS-11. Living Quarters.

No person may make any temporary or permanent living quarters on Airport property. The Airport Manager may grant an exception for "Emergency Response" personnel.

GS-12. Taxiway Access.

If not already provided, each Operator conducting Aeronautical Activities shall provide paved access from its Leased premises to the Airport's Taxiway/Taxilane/Apron or Ramp system. Such access shall meet all applicable FAA standards for the largest Aircraft type anticipated to use the Operator's premises.

GS-13. License, Certificates, and Authorizations. Each person conducting activities on or from the Airport, whether for compensation or not, must possess all licenses, certificates, and authorizations required by these Minimum Standards and by applicable law for the conduct of such operations.

A. Rights under a license, authorization, or contract granted by the City are not exclusive rights.

B. The City may terminate a license, permit or agreement after giving notice of default if the recipient fails to cure its default within 30 days, or such other time as may be specified in the license, permit, or agreement, except that notice and cure provisions for insurance requirements are set forth in Section 5. The Airport Manager may terminate the lease, license, permit, or agreement upon fourteen (14) days' notice if the Licensee fails to maintain the required insurance.

C. No improvements or modifications to Airport property may be made without the prior written consent of the City.

D. No lease, license, permit, agreement, or any rights thereunder, shall be assigned without the prior approval of the City. The Airport Manager may require any potential assignee to submit biographical, financial information, credit and background check at least 30 days prior to a proposed assignment.

SECTION 2
DOING BUSINESS AT THE AIRPORT

Section 2 – Doing Business at the Airport

DB-1. Doing Business at the Airport.

All Commercial Operators must obtain a permit, license, lease or other agreement with the City prior to conducting any Commercial Operation at the Airport. The Minimum Standards shall be deemed to be a part of each Commercial Operator's Lease, license, permit or agreement with the City unless any such standards or provisions are expressly waived or amended by the City.

DB-2. Requirements of all Commercial Operators.

Each Commercial Operator shall:

A. Have use of adequate space in an existing facility, through lease or other agreement, sufficient to accommodate the proposed operation.

B. Maintain insurance as required by the Minimum Standards.

C. Pay all applicable established fees and charges when due, including Fuel Flowage Fees. Such fees shall be set by City Council and published in the Airport Rates and Charges. Airport Fuel Flowage Fees may be revised periodically and adjusted as the market dictates.

D. Control the conduct and demeanor of its personnel, subtenants, licensees and invitees and, upon objection by the Airport Manager concerning the conduct or demeanor of any such person, shall immediately take all lawful steps necessary to cure the objection.

E. Shall do nothing that interferes with the effectiveness or accessibility of any public utility system, drainage system, sewer system, fire protection system, sprinkler system, alarm system or fire hydrant and hoses.

F. Provide for proper handling and disposal of all hazardous materials generated by the business. Handling and disposal must meet all federal, state and local guidelines.

G. Meet all requirements outlined in the Airport Storm Water Pollution Prevention Program and Spill Prevention Control and Countermeasures Program.

H. An Operator may not utilize space or land leased to another Operator without written permission from Lessee and City.

DB-3. Multiple Activities by One Commercial Operator.

Whenever a Commercial Operator conducts multiple activities pursuant to one lease, license, permit or agreement with the City, the Commercial Operator shall comply with the Minimum Standards set forth herein for each separate activity being conducted. If the Minimum Standards for one of the Commercial Operator's activities are inconsistent with those for another of the Commercial Operator's activities, then the Minimum Standards which are most beneficial to the Airport, and/or which are most protective of the public's health, safety and welfare, shall control.

DB-4. Activities not Covered by Minimum Standards.

Any activity for which there are no specific Minimum Standards set forth herein shall be subject to such standards and provisions as are developed by the Airport Manager on a case-by-case basis and set forth in such Commercial Operator's written lease, license, permit or agreement with or from the City.

DB-5. Waiver or Modification of Standards.

The City may waive or modify any portion of the Minimum Standards for the benefit of any governmental agency performing non-profit public services, emergency response, fire protection or fire-fighting operations.

DB-6. Airport Business Permit Application Process.

To conduct a Commercial Operation at the Airport, a Person shall submit an Airport Business Permit application and receive approval from the City. In addition to the following requirements, the Airport Manager may require the applicant to provide additional information when appropriate to ensure compliance with the Minimum Standards. The applicant shall, at minimum, submit the following documentation with the application:

A. A detailed description of the scope of the intended operations, including all services to be offered.

B. The amount of land, office space, and/or aircraft storage areas required for the operation.

C. A detailed description of any improvements or modifications to be constructed or made to Airport property, including cost estimates and a construction timetable.

D. The proposed hours of operation.

E. Documentation of the applicant's financial capabilities to construct any improvements and to conduct any proposed activities.

F. A detailed description and/or evidence of the applicant's technical abilities and experience in conducting the proposed activities, including personal references.

G. The commencement date for the applicant's activities and the term of the lease, license, permit or agreement sought, including all option periods.

H. One of the following:

1. Corporate applicants shall provide a copy of the Articles of Incorporation and Bylaws;

2. Limited Liability Company applicants shall provide their Certificate of Formation and Company Agreement;

3. Limited Partnership applicants shall provide a copy of the Certificate of Limited Partnership and Limited Partnership Agreement; or

4. General Partnership applicants shall provide a certified copy of the written partnership agreement.

I. A copy of a current Certificate of Insurance, in the amounts outlined hereunder, naming the City of Georgetown as additional insured. Upon request, the Airport Manager may at any time review the insurance policy and licenses of a Commercial Operator.

J. A copy of a current lease/sublease or other agreement with the City or an Airport tenant.

K. A schedule of rates and charges for all services to be provided at the Airport.

L. Copies of all applicable Federal Aviation Administration (FAA) certificates.

M. Individual flight instructors not affiliated with a Commercial Operator, and FAA Designated Examiners, may provide services to pilots who operate their own aircraft without obtaining a license from the City.

DB-7. Application Processing.

The City shall review fully completed and submitted applications. The City may approve or disapprove an application for a license, permit or agreement to conduct activities at the Airport. The City may approve any such application that meets the criteria stated in the Minimum Standards. Grounds for denial include the following:

A. The applicant does not meet the qualifications and standards set forth in the Minimum Standards.

B. The proposed activities are likely to create a safety hazard at the Airport.

C. The activities will require the City to expend funds, or to supply labor or materials as a result of the applicant's activities if either City chooses not to do so, or if it will result in a financial loss to the Airport.

D. No appropriate space or land is available to accommodate the proposed activities.

E. The proposed activities are not consistent with the Airport Master Plan or Airport Layout Plan.

F. The proposed activities will result in a congestion of Aircraft or Buildings, a reduction in Airport capacity, or an undue interference with other operations at the Airport.

G. The applicant or any of its principals has knowingly made any false or misleading statements in the course of applying for a license, permit or agreement.

H. The applicant or any of its principals has a record of violating FAA regulations, or any other applicable laws, ordinances, rules or regulations, or Minimum Standards.

I. The applicant has not submitted appropriate documentation supporting the proposed activity as required by Section 7, Doing Business on the Airport.

J. Approval of the application would not be in the best interest of the Airport. Any denial on this ground must be within the discretion afforded to the City under applicable FAA regulations.

SECTION 3
COMMERCIAL OPERATIONS

Section 3 – Commercial Operations

CO-1. **General**: Prior to operation as an Fixed-Base Operator (FBO) or Specialized Aviation Services Operator (SASO), an application must be filed pursuant to DB-6 and approval must be granted by the City.

CO-2. **Fueling:** Only an approved FBO may sell aviation fuel to the general public pursuant to an approved fuel license. All FBOs must purchase their fuel from the City. Private fuel storage facilities are not permitted on the Georgetown Municipal Airport, except to the limited extent that an individual Aircraft Operator, desiring to self-fuel only his Aircraft: (1) obtains written permission from the Airport Manager after demonstrating compliance with AC-150/5190/6; (2) obtains written permission from the City Fire Chief; and (3) provides written evidence of insurance covering such activity and complying with Section 5. Truck to truck fuel transfer is not permitted on the Airport.

CO-3. **Fixed-Base Operator (FBO)**

No person may operate as an FBO unless that person has received and currently holds a valid authorization from the City. In addition to the requirements of DB-2, an FBO must meet and maintain the following requirements:

A. **Land and Facility Requirements.** An FBO must have a lease and facility meeting the following requirements:

1. Apron: An FBO must have use of at least 7,500 square feet of tenant developed apron area (not including any building area, automobile parking area, etc.) to support Aircraft operations. This apron area shall accommodate the following:

   (a) Airplane Design Group II Aircraft (wingspans up to seventy-nine (79) feet);

   (b) Transient Aircraft parking for up to five (5) jet Aircraft (leased tie-down locations may be used to fulfil this requirement);

   (c) Circulation taxilanes to facilitate access to/from Aircraft parking and staging areas; and

   (d) Adequate area to simultaneously accommodate Transient Aircraft operations, towing of Aircraft to/from storage hangars, and staging of based Aircraft.

2. Terminal Building: An FBO must have use of a tenant developed terminal building (non-hangar space) consisting of at least 2,000 square feet with a minimum of at least 1,000 square feet dedicated to customer service and support functions.

3. Hangar: An FBO must have a hangar facility of at least 22,000 square feet.

4. Shop: An FBO must have use of at least 1,000 square feet of shop space to support aircraft maintenance and repair activities, including the storage of parts and accessories, unless such activities have been subcontracted under paragraph CO-6 below.

5. The Terminal Building and Shop may be attached to the Hangar Facility.

B. FBO Services. An FBO must provide the following services:

1. Hours of Operations

A FBO must provide Jet A and Avgas for aircraft fueling and line services seven (7) days per week, from 7:00 AM until at least 7 PM. Additionally, a FBO shall be open for aircraft maintenance and repair at least eight (8) hours per day, five (5) days per week. A FBO shall also be on-call twenty-four (24) hours per day with after-hours response times of one (1) hour or less. FBO must provide Aircraft line servicing as identified in paragraph 3.

2. Aviation fueling:

(a) The FBO shall comply with the International Fire Ordinance, 2000 or later edition, as published by the International Ordinance Council, Inc., and as amended by the City Council for the City of Georgetown; FAA Advisory Circular 150/5230-4, as amended; all requirements of the Airport Ordinance; and all other applicable laws and regulations related to aircraft fuel handling, dispensing and storage.

(b) The FBO shall not construct fuel storage. All fuel must be purchased from the City.

(c) The FBO shall provide dispensing equipment sufficient to serve the needs of the aircraft frequenting the Airport, including the provision of at least one Jet A refueling

vehicle and one Avgas refueling vehicle. Jet A refueling vehicles shall have single-point and over-the-wing fueling capabilities and a minimum capacity of 2,000 gallons. Avgas refueling vehicle shall have a minimum capacity of 500 gallons. An FBO shall arrange for back-up refueling vehicles (with the same capabilities and minimum capacities). All equipment must be inspected and approved by the Airport Manager prior to its use for Airport purposes. The metering devices shall be annually inspected, checked and certified by appropriate state agencies. The Airport Manager may inspect such equipment periodically to ensure compliance with all standards.

(d) The FBO shall require all of its fuel-handling personnel to complete training courses, obtain a fuel handler's certification, and receive periodic refresher training as required by FAA Advisory Circular 150/5230-4, the Georgetown Municipal Airport and City Fire Department. The Supervisory Training Program must be obtained by completing an FAA authorized Supervisory Fuel Safety training course. All employees who fuel aircraft or otherwise handle fuel must receive at least initial on-the-job training and recurrent instruction every 24 consecutive calendar months in fire safety from a trained supervisor. The City Fire Department, Airport Manager, TxDOT, and FAA may periodically inspect the FBO's activities and personnel to ensure adherence to safe practices.

(e) The FBO must develop a Standard Operating Procedure (SOP) for aviation fueling activities and submit for approval to the Airport Manager. The SOP must include a plan of action in case of a fuel spill. All fuel trucks/equipment must meet all applicable local and State codes and be approved for use by the local fire marshal and Airport management and meet the requirements of the latest edition of the National Fire Protection Association booklet, Manual 407 – "Standard for Airport Fuel Servicing, latest edition", published by the National Fire Protection Association. Each mobile fuel vehicle must have a spill kit.

(f) All mobile fuel trucks must be parked on a concrete surface.

3. Aircraft line services:

(a) The FBO shall employ and have on-duty during required hours of operation at least one properly trained and qualified employee capable of providing aircraft fueling, aircraft parking, and ancillary aircraft ground services and related customer services and support.

(b) The FBO shall have and maintain the equipment that is required to safely and efficiently tow the aircraft frequenting the Airport, including a tug and tow bars with rated draw bar rating sufficient for such aircraft.

(c) The FBO must have capability to remove disabled aircraft from any Airport movement surface or safety areas.

(d) The FBO shall maintain tools, jacks, tugs, tire repair equipment, ground power units, emergency starting equipment, portable compressed air tanks, oxygen cart and supplies, fire extinguishers, chocks, lavatory-cart, ropes and tie-down supplies as are necessary for the servicing of aircraft types expected to use the Airport.

4. Aircraft Maintenance and Repair Services: The FBO shall provide or have a City approved sub-contractor for –

(a) Airframe, engine and accessory repair services for piston, turboprop, and turbine Aircraft.

(b) Sufficient shop space, equipment, and supplies for common repairs.

(c) On-duty during normal business hours at least one person who is currently certified by the FAA with ratings appropriate to the work being performed and holds an airframe and power plant rating.

(d) Retail sales of aircraft parts and accessories as are necessary for the servicing of aircraft types expected to use the Airport.

(e) Oxygen servicing.

5. Concierge Services: The FBO must have

(a) Available a minimum of one (1) courtesy car for customer services and support.

(b) Agreements with rental car companies for customers who need these services.

(c) A telephone for public use.

(d) A pilot and passenger lounge with restrooms, coffee, and/or soft drinks.

(e) Maintain a list of area FAR Part 135 Operators for air taxi and charter services.

(f) Arrangements to provide aircraft detailing/cleaning services.

(g) Arrangements to provide catering services to aircraft Operators.

(h) Aircraft lavatory servicing.

(i) Aircraft oxygen servicing.

C. Subcontracting Services, Subleasing; Restrictions

1. The FBO may subcontract aircraft maintenance and repair services and the retail sale of aircraft parts and accessories, provided that such subcontractor meets the Specialized Aviation Services Operator (SASO) requirements of these Minimum Standards as stated therein and in such areas as are approved by the Airport Management. The subcontractor must be based on the Airport.

2. The FBO shall not sublease, permit or allow any other person to operate as a SASO within the FBO leased or permitted area, or to conduct any business venture, without the prior written approval of the City.

D. General Requirements: The FBO is required to perform the following functions or abide by the following rules:

1. Make its business open to all forms and classes of Aeronautical Activity.

2. Properly dispose of any trash from the leased property.

3. Obtain approval from the City before reducing any services included in the FBO's agreement with the City.

4. Furnish all applicable services in a fair, equal, and nondiscriminatory manner to all Airport users.

5. Abide by any and all rules, requirements, or mandates placed upon the City by the FAA or the State of Texas, including, the Grant Assurances of FAA grants and the Terms and Conditions of the State of Texas grants.

6. Will not allow its personnel to conduct "Flagging or Hawking" of aircraft in an attempt to direct them to their location.

7. The FBO does not have the right to perform any service or business on the Airport unless such service or business is included in the current agreement with the City.

8. Surrender FBO rights, 60 days after written notice and failure to cure, if minimum requirements are not continually met.

E. Fees to include Fuel Flowage Fees

1. The FBO shall pay the Airport Fuel Flowage Fees on all fuel (100LL, Jet A, Vehicle, Diesel etc.) dispensed on Airport property.

2. All payments due the Airport shall be made payable to the Airport and shall be delivered to the Airport Business Office.

CO-4. Specialized Aviation Services Operator (SASO)

No person may operate as a SASO unless that person has received and currently holds a currently valid written authorization from the City. In addition to the requirements of DB-6, a SASO must meet the following requirements:

A. General Requirements. A SASO must meet the following general requirements and all requirements in CO-5 through CO-15 specific to each activity the SASO will conduct:

1. The entity must have:

(a) A lease with sufficient and appropriate space to conduct the functions of the SASO as it has represented it will perform for a period of a minimum of 12 months for either leased Airport property or Airport property with City-owned

facilities on it, said lease having been approved by the City Council.

OR

(b) A sublease from an FBO or another SASO with sufficient and appropriate space to conduct those functions as a SASO that the City has approved and shall set out in the written authorization. The sublease shall define the type of business and service to be offered by the sub-lessee SASO.

The sub-lessee SASO shall meet all of the Minimum Standards established by the City for the categories of services to be furnished by the SASO. The Minimum Standards may be met in combination between lessee and sub-lessee. The sublease agreement shall specifically define those services to be provided by the lessee to the sub-lessee that shall be used to meet the standards.

2. A multiple services SASO engages in any two or more of the aeronautical services for which Minimum Standards have been herein provided.

(a) The SASO shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed except that multiple uses can be made of all aircraft owned or under lease by SASO.

(b) The SASO shall obtain, as a minimum, insurance coverage, which is equal to the greater requirement for all individual aeronautical services being performed by SASO.

(c) The SASO shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards for each aeronautical service the SASO is performing as herein provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the SASO.

(d) The SASO providing three (3) or more services shall lease a sufficient number of aircraft tie-down spaces or hangar space to meet the combined needs of the operations proposed.

CO-5. **Aircraft Sales.** All SASOs conducting Aircraft Sales must meet the following additional requirements:

A. Lease or have access to a minimum of 100 square feet of office space.

B. If dealing in Aircraft, maintain an approved Aircraft dealer's certificate from the FAA.

C. Ensure that all other fees and taxes applicable to the sale of Aircraft are paid to the appropriate parties.

CO-6. **Airframe, Engine and Accessory Maintenance and Repair Services:** All SASOs conducting Airframe, Engine and Accessory Maintenance and Repair Services must meet the following additional requirements:

A. Provide sufficient shop space, equipment, supplies and availability of parts equivalent to that required for approved FAA repairs.

B. Employ and have on-duty during normal business hours at least one person who is currently certified by the FAA with ratings appropriate to the work being performed and who holds an Airframe and Power Plant rating.

C. Conduct maintenance and repair operations, or business activities inside hangars or other structures designed for such activities. Specific lease agreement and/or fire codes shall determine what hangars other structures shall be approved for aircraft Maintenance and Repairs.

D. Hangar space shall be leased for such SASOs operations.

CO-7. **Aircraft Leasing or Rental Services:** All SASOs conducting Aircraft Leasing or Rental Services must meet the following additional requirements:

A. Have use of appropriate office space; and

B. Have at least one person on duty during normal business hours.

C. Maintain all required FAA licenses.

CO-8. **Flight Training Services:** All SASOs conducting flight training services must:

A. Have available for use in flight training, either owned or under written lease, an airworthy aircraft, which must be at least a two-place aircraft suitable for private pilot training.

B. Employ at least one FAA Certified Flight Instructor to provide the type of training offered.

C. Have use of appropriate office space and adequate classroom facilities either at the Airport or at such other off-Airport location as needed for proper operations of the flight training services for the amount and type of training involved.

CO-9. **Avionics, Instruments or Propeller Repair Services:** All SASOs conducting Avionics, Instruments or Propeller Repair Services must:

A. Hold the appropriate certificates issued by FAA for the types of equipment planned to repair, service and/or install.

B. Employ and have on-duty during the appropriate business hours, at least one person who is currently certified by the FAA with ratings appropriate to the services offered.

C. Conduct operations or business activities only inside hangars or other structures designed for such functions. Specific lease agreements and/or fire codes shall determine what hangars or other structures shall be approved for conducting repair services.

CO-10. **Aircraft Charter and Air Taxi Services:** All SASOs conducting Aircraft Charter and Air Taxi Services must meet the following additional requirements:

A. Have and provide to the Airport Manager appropriate and current FAR Part 135 Certificates or provisional FAR Part 135 Certificates.

B. Own or lease exclusively by written agreement aircraft continuously airworthy. All aircraft shall meet the requirements of their FAA certificate and Operating Specifications Manual.

C. Have adequate leased hangar space for each owned or leased aircraft.

CO-11. **Hangar Leasing Services:** All SASOs conducting Hangar Leasing Services must:

A. Lease sufficient land to accommodate the proposed number of hangars and/or T- Hangars based on the following:

1. Compliance with any applicable FAA Minimum Standards for the storage of Aircraft for Hangars and T- Hangars.

2. Compliance with requirements outlined in applicable NFPA guidelines.

B. Register with the Airport Manager the Aircraft based at the Airport stored within the Operator's Hangars or T- Hangars.

CO-12. Specialized Commercial Flying Services: All SASOs conducting Specialized Commercial Flying Services must:

A. Demonstrate availability of aircraft suitably equipped for the particular type of operation intended to perform.

B. Have on-duty or on-call during normal business hours at least one person who holds a current commercial pilot license with appropriate ratings for the aircraft to be flown.

C. Have adequate leased hangar space for each owned or leased aircraft.

D. Have adequate leased office space for proper operation of the Commercial Flying Services.

CO-13. Aerial Applicators: No person may use the Airport for loading, unloading, air frame/hopper/tank wash down, other than engine repair of any aircraft used to apply any insecticide, fungicide, rodenticide, or herbicide unless he first gets written permission from the City. The City shall not grant such a permit unless the applicant follows procedures for and obtains an SASO permit and, in addition, agrees to provide at its own expense a paved work area with adequate provisions to collect all debris, liquids, and other materials from such aircraft and deposit same in a container and dispose of same in a manner approved by the Federal Environmental Protection Agency, Texas Department of Health, Texas Commission of Environmental Quality, Texas Department of Water Resources, Texas Department of Agriculture, and code of ordinances and regulations of City of Georgetown and Williamson County.

CO-14. Mobile Aircraft Washing Services: Aircraft washing is restricted to designated wash rack areas and/or other areas permitted under an approved Aircraft Washing Plan. All SASOs conducting Mobile Aircraft Washing Services must:

A. Obtain approval of an Aircraft Washing Plan that contains the following information:

1. Name of individual/company conducting washing services, contact name and phone number.

2. A site map of the area in which washing will occur. The site map must contain the following:

(a) An outline of the washing location to include location of runoff control structures.

(b) Approximate distance (in feet) from washing area to nearest drain(s).

(c) Reference to buildings, terminal, roads, etc.

(d) North arrow.

B. A detailed description of washing method/operation, including the following details:

1. Wash water containment method(s), (ramp scrubber, containment boom, dry, etc.).

2. Amount of water used per wash and frequency of operation.

3. Name, amount of chemical(s) used per wash.

4. If "dry" washing or waxing/coating operations are to be conducted provide affirmation that tarps will be used to collect residual material for its proper disposal and protect the ramp (if appropriate).

C. Material safety data sheets (MSDS) for all chemicals to be used.

D. The method of disposal of retrieved wash/wastewater. If water is to be disposed of on Airport property the following steps must be taken:

1. Disposal of wash/wastewater must be done through an oil/water interceptor in to the sanitary sewer system; and

2. Approval for the discharge of wash/wastewater on Airport property must be obtained from the Airport Manager. The approval letter must be included in the final washing plan.

CO-15. Mobile Aircraft Maintenance and Repair Services: All SASOs conducting Mobile Aircraft Maintenance and Repair Services must:

A. Be currently certified by the FAA with ratings appropriate to the work being performed and who holds an Airframe, Power Plant, or Aircraft Inspector rating.

B. Conduct all activities inside hangars or other structures designed for such functions. Specific lease agreement and fire codes shall determine what

hangars or other structures shall be approved for Mobile Maintenance and Repairs.

SECTION 4
FLYING CLUBS

Section 4 – Flying Clubs

FC-1. Standards.

A Flying Club ("Club") shall meet the following standards:

A. At the time of applying for a lease, license, permit or agreement with or from the Advisory Board to operate at the Airport, the Club shall furnish the Airport Manager the following documents:

1. Copy of its documents of organization including list of members, and names of officers and managers

2. Evidence of required insurance

3. Description of all aircraft used

4. Evidence that such aircraft are properly certificated

5. Evidence of Ownership of such aircraft

6. Any operating rules of the Club

B. All aircraft used by the Club shall be owned by the Club or leased exclusively by written agreement to the Club, and all Ownership or lease rights to such aircraft must be vested on a pro-rata basis in all of the Club's members. The property rights of the Club members shall be equal, and no part of any revenues received by the Club shall inure to the direct benefit of any member (e.g., by salary or bonus). The Club shall not derive greater revenue from the use of its aircraft than the amount necessary for the operation, maintenance and replacement of its aircraft and facilities.

C. The Club's aircraft shall not be used by any person other than the Club's members and shall not be used by any person for hire, charter or air taxi. Flight instruction to Club's members may be given in Club aircraft.

D. The Club shall pay fees as prescribed by lease, license, permit or agreement, and any applicable fees identified on the Airport Rates and Fees schedule.

SECTION 5
INSURANCE

Section 5 – Insurance

I-1. General Insurance Requirements.

Each Aircraft Operator and Commercial Operator shall at all times maintain in effect the following types and minimum amounts of insurance as applicable to the business/operation to be conducted. All insurance shall be in a form and from an insurance company with a Best's financial rating of at least B ++. All policies, except worker's compensation policy, shall name the City/County and their elected or appointed officials, officers, representatives, managers, commissioners, agents and employees as "Additional Insureds," and the Operator shall furnish to the Airport Manager certification of insurances evidencing the required coverage cited herein prior to engaging in any Airport activity. Such certificates shall provide for unequivocal 30 day notice to Airport Manager of cancellation, or material change of any policy limits or conditions. The Airport Manager may require that a complete copy of an insurance policy be submitted. Following notice of failure to provide required insurance, the City may cancel any license, permit, or agreement if the default is not cured within 14 days.

I-2. Insurance on all Structures.

At all times during the term of the lease of land on the Airport, the lessee, at its own expense, shall maintain insurance on all structures on the leased property at the Airport protecting the lessee and the owner, as their interests may appear, against loss of damage by fire, accident, wind storm, hail, explosion, or smoke. Should loss occur and lessee, for any reason, abandons the lease, all proceeds shall (except to the extent otherwise claimable by the structure's mortgagee) become the property of the City.

I-3. Schedule of Minimum Insurance Requirements:

A. FIXED-BASED OPERATOR

Commercial general aviation liability policy with coverage for premises, operations, and product liability.	$5,000,000 CSL
Products Completed Operations	$1,000,000 CSL
Hangar Keeper's Liability	$5,000,000 CSL
Personal Injury (including death)	$1,000,000 CSL
Aircraft liability, with coverage for bodily injury and property damage, including passengers.	$1,000,000 CSL

B. SPECIALIZED AVIATION SERVICES OPERATOR

Commercial general aviation liability policy with coverage for premises and operations.	$2,000,000 CSL
Aircraft liability, with coverage for bodily injury and property damage, including passengers.	$1,000,000 CSL

C. NON-COMMERCIAL FLYING CLUBS

Commercial general aviation liability policy with coverage for premises and operations.	$1,000,000 CSL
Aircraft liability, with coverage for bodily injury and property damage, including passengers.	$1,000,000 CSL

D. ALL OTHER OPERATIONS/USERS

General aviation liability policy with coverage for premises and operations.	$ 500,000 CSL

Note: CSL = Combined Single Limit

I-4. Special Instructions.

A. Any Aircraft Operator seeking to "self fuel," as defined in FAA Advisory Circular 150/5190-6, shall have a minimum $1,000,000 CSL general liability policy that contains an endorsement specifically permitting self-fueling.

B. Any Operator using service vehicles on the Airport premises in support of its operations shall maintain additional coverage of Motor Vehicle Liability in the amount of $500,000 CSL.

I-5. Additional Insurance Required.

In addition to the types and amounts of insurance required by this Article, each Operator shall at all times maintain such other insurance as the City may reasonably determine to be necessary for such Operator's activities.

SECTION 6
BUILDING/IMPROVEMENT STANDARDS

Section 6 – Building/Improvement Standards

BIS-1. Buildings and Structures.

All buildings and structures owned or used by Operators on the Airport shall comply with state and local laws, codes and regulations. All buildings, structures and improvements must be maintained in a sound structural and mechanical condition throughout the term of use by Operator.

BIS-2. Maintenance of the Airport.

Each lessee of land or facilities on the Airport shall keep the leased area/facilities neat (appropriately painted where appropriate), trimmed, clean, free from any type of hazard of life, limb, or property, free from junk and debris, and in an aesthetically pleasing condition. Maintenance of areas not leased shall be the responsibility of the City.

BIS-3. Buildings and Structures Standard.

No person may construct, remodel, erect, or maintain any structure or shelter, either permanent or temporary, unless specifically authorized by the City. Except as noted hereinafter, in no event shall the City authorize construction, erection, or continued presence of a structure unless it is of permanent metal and/or masonry construction, paved floors, aesthetically pleasing, and at a minimum, meet building, fire, and other codes or standards applicable in the City and/or at the Airport. The City may waive this policy if determined that such action is necessary to provide a minimal level of service to Airport users. All asphalt pavement must be constructed to support the maximum weight of the aircraft planned for using the hangar location.

BIS-4. Construction Process.

Before commencing any improvements or modifications, the Operator must submit detailed construction plans and specifications to the City for approval. Operator must obtain City issued building permit. Operator must comply with all required building inspections. Upon completion of the construction, the Operator must obtain a City issued Certificate of Occupancy (CO) certificate and provide the City two (2) complete sets of detailed plans and specifications of the work as completed. Operator may not occupy or use improvement until CO has been issued.

All improvements or modifications made to Airport property shall become the property of the Airport, at no cost to the Airport upon termination of the Operator's lease, license, permit or agreement.

APPENDIX A
DEFINITIONS

Accident: A collision or other contact between any part of an aircraft or a vehicle, person, stationary object or other thing which results in property damage, personal injury, or death; or an entry into or emerging from a moving aircraft or vehicle by a person which results in personal injury or death to such person, or some other person, or which results in property damage.

Advisory Board: City appointed board that makes recommendations to the City pertaining to Airport related matters.

Advisory Circular (AC): FAA publications consisting of all non-regulatory material of a policy, guidance, and technical nature. Used as basic source for most Airport design criteria.

Aeronautical Activity: Any activity or service conducted on Airport property, which involves, makes possible, or is required for the operation of aircraft, or contributes to, or is required for, the safety of such operations.

Aeronautical Activities include, but are not limited to:

- General and corporate aviation
- Air taxi and charter operation
- Aerial photography
- Pilot training
- Aircraft rental
- Sightseeing
- Aerial surveying
- Crop dusting
- Aircraft sales and service
- Aviation fuel and oil sales (whether or not conducted in conjunction with other included activities)
- Repair and maintenance of aircraft
- Sale of aircraft parts
- Aviation fire suppression
- Aviation advertising
- Aircraft management
- Any other activities that, because of their direct relationship to the operation of aircraft can appropriately be regarded as an aeronautical activity.

The following are non-aeronautical activities:

- Ground transportation (taxis, car rentals, limousines)
- Restaurants
- In-flight food catering
- Barber shops
- Auto parking lots

Air Traffic: Aircraft in operation anywhere in the air or, when under their own power, on the ground.

Aircraft: Means any device intended to fly in the air.

Aircraft Charter and Air Taxi Services: An Air Charter or Air Taxi Operator engages in the business of providing air transportation (persons or property) to the general public for hire, on an basis under Code of Federal Regulations CFR 14 Part 135 of the Federal Aviation Regulations.

Aircraft Fuel: Means all flammable substances expressly manufactured and blended for the purpose of operating an Aircraft engine.

Aircraft Operator: Person in charge or command of an aircraft. The Aircraft Operator may, or may not be, the owner of the aircraft.

Airport Layout Plan (ALP): An FAA/TxDOT approved set of drawings showing Airport boundaries, physical features and proposed additions to all areas owned or controlled by the sponsor for Airport purposes, the location and nature of existing and proposed Airport facilities and structures, and the location on the Airport of the existing and proposed non-aviation areas and improvements thereon. The drawings also show local airspace, approach areas and obstructions in the approach areas.

Airport Master Plan (AMP): Presents a conception of the ultimate development of a specific Airport. It presents the research and logic from which the plan was evolved and displays the plan in a graphic and written report.

Airport Rates and Charges: A schedule of fees approved by the City payable by users and Operators at the Airport.

Airport Tenant: A person who leases or uses property at the Airport solely for the purpose of storing Based Aircraft, and who is not engaged in any Commercial Operation.

Airside: The area of the Airport that is either contained within the Airport perimeter fence or which requires access through a building located on or adjacent to Airport property which requires access to a Airport surface such as runways, taxiways, or aprons.

Airspace: Space in the air above the surface of the earth or a particular portion of such space, usually defined by the boundaries of an area on the surface projected upward.

Air Traffic Pattern: The Air Traffic flow that is prescribed for aircraft landing at, taxiing on, or taking off from the Airport.

Apron: A defined pavement area, intended to accommodate aircraft for purposes of loading or unloading passengers or cargo, servicing and parking.

Avionics, Instruments or Propeller Repair Services: A service that engages in the business of and provides a shop for the repair of aircraft avionics, propellers, instruments, and accessories for general aviation aircraft. This category may include the sale of new or used aircraft avionics, propellers, instruments, and accessories.

Based Aircraft: Aircraft which the owner physically locates and domiciles at the Airport intending that it remain for an undetermined period, and which, whenever it is absent from the Airport, the owner intends to return it to the Airport.

Building: Main portion of a structure, all projections or extensions there from, any changes or additions thereto, and shall include garages, outside platforms, docks, carports, canopies, eaves and porches.

Building Area: An area on an Airport to be used, considered, or intended to be used, for Airport buildings or other Airport facilities or rights-of-way, together with all Airport buildings and facilities located thereon.

City: The City of Georgetown, Texas and Owner of the Georgetown Municipal Airport.

Commercial Operator: Person who provides goods or services at the Airport for compensation. Such activities are deemed "Commercial Operations." An activity is considered Commercial Operation regardless of whether the business is non-profit, charitable, or tax exempt.

FAA: Federal Aviation Administration**.**

FAR: Federal Aviation Regulations.

Flagging and/or Hawking: Any method or means used from any location to attract incoming aircraft for the purposes of selling fuel or providing other services (except the use of fixed signs if approved by the City). "Flagging" and/or "Hawking" is **Prohibited** on the Georgetown Municipal Airport.

Flying Club: An entity or organization organized solely for the purpose of providing its members with one or more aircraft for their personal use and enjoyment.

Fuel Flowage Fees: Fees levied by the City per gallon of aviation gasoline and jet fuel sold at the Airport.

Hangar: Fully enclosed structure intended to house aircraft, either for purposes of storage, or while undergoing maintenance and repair. (See Shade Hangar)

Hazardous Material: Hazardous or toxic substance, waste or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous, and is or becomes regulated by any governmental authority, agency, department, board, board, agency or instrumentality of the United States, the State of Texas or any political subdivision thereof.

Improvements: All buildings, structures and facilities, including pavement, fencing, signs and landscaping, constructed, installed or placed on, under or above any leased area by or with the concurrence of a lessee.

Landing Area: Any locality, either on land or water, including Airports, heliports and STOL (Short Take-Off and Landing) ports, which is used or intended to be used for the landing and takeoff or surface maneuvering of aircraft, whether or not facilities are provided for the shelter, servicing, or repair of aircraft, or for receiving or discharging of passengers or cargo.

Landside: The general public common use areas of the Airport such as public roadways, parking lots and buildings.

Lease: A written agreement between the City and a person granting permission to use Airport land and/or buildings, and/or authorizing the conduct of specified activities.

Line Service: The general pre-flight or post-flight dispensing of aviation fuel, checking aircraft engine oil, adding aircraft engine oil, windshield cleaning, etc. conducted at an FBO area by line personnel dispensing fuel from a truck designed for such purposes.

Non-Commercial Operators: A person or entity that neither offers nor provides goods or services to the public for compensation.

Operator: Any person conducting Aeronautical Activity at the Airport.

Person: An individual; a corporation, firm, partnership, association, organization, agency, and any other group or entity acting as a unit; the state, county, and/or political subdivision of the state, or other governmental entity. Person also includes a trustee, receiver, assignee or similar representative.

Ramp: Paved area suitable for aircraft parking.

Repair Facility: Facility utilized for the repair of aircraft to include airframe, power plant, propellers, radios, instruments and accessories. Such facility will be operated in accordance with pertinent local, state and FAA regulations.

Roadway: Any street or road whether improved or unimproved, within the boundaries of the Airport and set aside or designated for use by vehicles, whether dedicated or not.

Runway: Segments of land at the Airport prepared and marked for use by aircraft in taking-off and landing.

Specialized Aviation Services Operator (SASO): A person offering one or more specialized aeronautical services at the Airport, including without limitation the following activities:

1. Aircraft / Helicopter Sales
2. Airframe, Engine and Accessory Maintenance and Repair
3. Aircraft Leasing or Rental Services
4. Flight Training Services
5. Avionics, Instruments or Propeller Repair Services
6. Aircraft Charter and Air Taxi Services
7. Hangar Leasing Services
8. Specialized Commercial Flying Services
9. Aerial Applicators
10. Mobile Aircraft Washing Services
11. Mobile Aircraft Maintenance and Repair Services

Specialized Commercial Flying Services: A Specialized Commercial Flying Services Operator engages in air transportation for hire for the purpose of providing the use of aircraft for the following activities:

1. Non-stop sightseeing flights that begin and end at the same Airport
2. Aerial advertising
3. Aerial photography or survey
4. Power line or pipeline patrol
5. Fire fighting
6. Any other operations specifically excluded from FAR Part 135 of the Federal Aviation Regulations

Sublease: Lease granted by a lessee, only with permission from the City, to another entity for all or part of the leased property.

Taxilane: Portion of the Airport apron area, or any other area, used for access between taxiways and aircraft parking and storage areas.

Taxiway: Defined path established for the taxiing of aircraft from one part of the Airport to another.

Taxiway Safety Area: A cleared, drained, and graded area, symmetrically located about the extended taxiway centerline and adjacent to the end of the taxiway safety area.

Terminal Apron: The paved or surface-treated area adjacent to the terminal building reserved for use by itinerant aircraft, also for aircraft refueling, or the loading or unloading of passengers or cargo, and includes that portion of the parking apron reserved for aircraft owners leasing space from the City for month-to-month parking.

Terminal: Airport Building with both Airside and Landside access for aircraft Operators and passengers. The Terminal provides restrooms, lounge area, conference area and is the location of the Airport Manager's Office.

Tie-Down: Area within an open-air aircraft parking or storage area where aircraft may be secured to the ground, either by use of fixed tie-down points, or by use of movable anchors.

Transient Aircraft: Aircraft that is not a Based Aircraft at the Airport.

T-hangar: An aircraft hangar in which aircraft are parked alternately tail to tail, each in the T-shaped space left by the other row of aircraft or aircraft compartments.

APPENDIX B
BUSINESS APPLICATION

GEORGETOWN MUNICIPAL AIRPORT
AERONAUTICAL BUSINESS APPLICATION AND PERMIT

(Required to conduct commercial aeronautical activity on the Airport)

Business or activity to be conducted (Check all that apply):

____ Fixed-Based Operator

____ Aircraft Sales

____ Airframe, Engine and Accessory Maintenance and Repair Services

____Aircraft Leasing or Rental Services

____ Flight Training Services

____ Avionics, Instruments or Propeller Repair Services

____ Other

____ Aircraft Charter and Air Taxi Services

____ Hangar Leasing Services

____ Specialized Commercial Flying Services

____ Aerial Applicators

____ Mobile Aircraft Washing Services

____ Mobile Aircraft Maintenance and Repair Services

These activities are limited to the Airport by ordinance. Please refer to the Airport Minimum Standards for further information on each type of business.

Applicant: _____
Authorized Representative: _____
Title: _____
Business Address: _____
City, State, Zip: _____
Billing Address: _____
City, State, Zip: _____
Phone: (work): _____ (fax:): _____ (emergency): _____

The Applicant hereby requests the above action(s) from the City for the privilege of conducting Commercial Aeronautical Activities on the Airport.

Each FBO application must include a Business Plan and Financial Package. The Business Plan must include information on how the applicant plans to provide required services. The Financial Package must include a list of individuals/parties with a material interest in the business as well

as demonstrate the capital necessary to support the required operations of the business desiring to operate as an FBO on the Airport.

The undersigned representative certifies they are authorized to sign for the business and acknowledges receipt of a copy of this permit.

Authorized Representative's Signature Date Signed _____

_____

City Approval Date Signed _____

_____

MINIMUM STANDARDS

FOR

COMMERCIAL AND NON-COMMERCIAL OPERATORS

AT THE

GEORGETOWN MUNICIPAL AIRPORT

OF

GEORGETOWN, TEXAS

April 14, 2026

Minimum Standards

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SECTION 1
GENERAL STANDARDS

Section 1 – General Standards

The following Minimum Standards for Commercial and Non-Commercial Operators at the Georgetown Municipal Airport ("Minimum Standards") have been adopted by the City of Georgetown City Council for the Georgetown Municipal Airport ("Airport"). Appendix A contains the definitions used in this document. Defined terms are capitalized. The Minimum Standards regulate conduct of Aeronautical Activities at the Airport, and specify certain provisions that will be included in the Airport lease, license, permit or concession agreements, and apply uniformly to all persons operating at the Airport. Any person operating on or from the Airport consents to be bound by these standards. Failure by Airport users to comply with the Minimum Standards could result in loss of use of the Airport.

GS-1. Implementation Official.

The Airport Manager shall enforce the Minimum Standards.

GS-2. Airport Open on Nondiscriminatory Basis.

Facilities on the Airport shall be open to all classes of users on fair and not unjustly discriminatory bases. The FAA has exclusive jurisdiction to determine issues of fair treatment and unjust discrimination.

GS-3. Hangar Space.

Except as otherwise provided in this section, no person may offer for hire on the Airport any hangar or shelter for aircraft, related service equipment, or surface vehicle unless such person has leased premises from the City as an FBO or SASO.

GS-4. Compliance with Laws and Health, Fire, Construction, and Zoning Codes.

All persons utilizing the Airport shall comply with Federal, State, and local laws, including the requirements of all City health, fire, construction, and zoning codes applicable to the Airport and its operation. All construction on the Airport shall comply with all generally applicable building codes adopted by the City.

GS-5. Inspections.

To the extent necessary to protect the rights and interests of the City or to assure compliance with the Minimum Standards or a lease, the Airport Manager or authorized representative, or any representative of the FAA or state agency having jurisdiction over the Airport, shall have the right to enter and inspect, upon notice, during reasonable hours, structures, premises, facilities, and improvements on the Airport to determine compliance with these Minimum Standards and any applicable lease provisions.

GS-6. Surface Vehicles, Limits on Weight.

No vehicle with dual-wheeled axle loadings of more than 40,000 pounds is allowed on any paved or treated aircraft movement or parking areas.

GS-7. Civil Rights.

Persons using this Airport shall comply with all provisions of the Civil Rights Act of 1964 and implementing Part 21 of the Regulations of the U.S. Department of Transportation, and are hereby specifically prohibited from discrimination against any group or individual on the basis of race, creed, color, national origin, or sex.

GS-8. Surface Vehicles on Airport.

Except to the extent needed to service or load aircraft, no private or commercial vehicle shall be driven or parked on any other than designated roads or automobile parking areas.

GS-9. Complaints.

Complaints against any Aircraft Operator, Operator or their employee for violations of these Minimum Standards shall be in writing alleging the infraction, date, persons, and any witnesses thereto and signed by the complainant and filed with the Airport Manager.

GS-10. Use of Land within the Airport.

Property within the Airport may be primarily used only for Aeronautical Activities, but secondary non-aeronautical uses are permitted if:

(1) the primary Aeronautical Activity is not interfered with;

(2) it is not in violation of FAA regulations;

(3) is specifically authorized by the City; and

(4) if such secondary use will benefit the Airport or provide better for its maintenance or development.

GS-11. Living Quarters.

No person may make any temporary or permanent living quarters on Airport property. The Airport Manager may grant an exception for "Emergency Response" personnel.

GS-12. Taxiway Access.

If not already provided, each Operator conducting Aeronautical Activities shall provide paved access from its Leased premises to the Airport's Taxiway/Taxilane/Apron or Ramp system. Such access shall meet all applicable FAA standards for the largest Aircraft type anticipated to use the Operator's premises.

GS-13. License, Certificates, and Authorizations. Each person conducting activities on or from the Airport, whether for compensation or not, must possess all licenses, certificates, and authorizations required by these Minimum Standards and by applicable law for the conduct of such operations.

A. Rights under a license, authorization, or contract granted by the City are not exclusive rights.

B. The City may terminate a license, permit or agreement after giving notice of default if the recipient fails to cure its default within 30 days, or such other time as may be specified in the license, permit, or agreement, except that notice and cure provisions for insurance requirements are set forth in Section 5. The Airport Manager may terminate the lease, license, permit, or agreement upon fourteen (14) days' notice if the Licensee fails to maintain the required insurance.

C. No improvements or modifications to Airport property may be made without the prior written consent of the City.

D. No lease, license, permit, agreement, or any rights thereunder, shall be assigned without the prior approval of the City. The Airport Manager may require any potential assignee to submit biographical, financial information, credit and background check at least 30 days prior to a proposed assignment.

SECTION 2
DOING BUSINESS AT THE AIRPORT

Section 2 – Doing Business at the Airport

DB-1. Doing Business at the Airport.

All Commercial Operators must obtain a permit, license, lease or other agreement with the City prior to conducting any Commercial Operation at the Airport. The Minimum Standards shall be deemed to be a part of each Commercial Operator's Lease, license, permit or agreement with the City unless any such standards or provisions are expressly waived or amended by the City.

DB-2. Requirements of all Commercial Operators.

Each Commercial Operator shall:

A. Have use of adequate space in an existing facility, through lease or other agreement, sufficient to accommodate the proposed operation.

B. Maintain insurance as required by the Minimum Standards.

C. Pay all applicable established fees and charges when due, including Fuel Flowage Fees. Such fees shall be set by City Council and published in the Airport Rates and Charges. Airport Fuel Flowage Fees may be revised periodically and adjusted as the market dictates.

D. Control the conduct and demeanor of its personnel, subtenants, licensees and invitees and, upon objection by the Airport Manager concerning the conduct or demeanor of any such person, shall immediately take all lawful steps necessary to cure the objection.

E. Shall do nothing that interferes with the effectiveness or accessibility of any public utility system, drainage system, sewer system, fire protection system, sprinkler system, alarm system or fire hydrant and hoses.

F. Provide for proper handling and disposal of all hazardous materials generated by the business. Handling and disposal must meet all federal, state and local guidelines.

G. Meet all requirements outlined in the Airport Storm Water Pollution Prevention Program and Spill Prevention Control and Countermeasures Program.

H. An Operator may not utilize space or land leased to another Operator without written permission from Lessee and City.

DB-3. Multiple Activities by One Commercial Operator.

Whenever a Commercial Operator conducts multiple activities pursuant to one lease, license, permit or agreement with the City, the Commercial Operator shall comply with the Minimum Standards set forth herein for each separate activity being conducted. If the Minimum Standards for one of the Commercial Operator's activities are inconsistent with those for another of the Commercial Operator's activities, then the Minimum Standards which are most beneficial to the Airport, and/or which are most protective of the public's health, safety and welfare, shall control.

DB-4. Activities not Covered by Minimum Standards.

Any activity for which there are no specific Minimum Standards set forth herein shall be subject to such standards and provisions as are developed by the Airport Manager on a case-by-case basis and set forth in such Commercial Operator's written lease, license, permit or agreement with or from the City.

DB-5. Waiver or Modification of Standards.

The City may waive or modify any portion of the Minimum Standards for the benefit of any governmental agency performing non-profit public services, emergency response, fire protection or fire-fighting operations.

DB-6. Airport Business Permit Application Process.

To conduct a Commercial Operation at the Airport, a Person shall submit an Airport Business Permit application and receive approval from the City. In addition to the following requirements, the Airport Manager may require the applicant to provide additional information when appropriate to ensure compliance with the Minimum Standards. The applicant shall, at minimum, submit the following documentation with the application:

A. A detailed description of the scope of the intended operations, including all services to be offered.

B. The amount of land, office space, and/or aircraft storage areas required for the operation.

C. A detailed description of any improvements or modifications to be constructed or made to Airport property, including cost estimates and a construction timetable.

D. The proposed hours of operation.

E. Documentation of the applicant's financial capabilities to construct any improvements and to conduct any proposed activities.

F. A detailed description and/or evidence of the applicant's technical abilities and experience in conducting the proposed activities, including personal references.

G. The commencement date for the applicant's activities and the term of the lease, license, permit or agreement sought, including all option periods.

H. One of the following:

1. Corporate applicants shall provide a copy of the Articles of Incorporation and Bylaws;

2. Limited Liability Company applicants shall provide their Certificate of Formation and Company Agreement;

3. Limited Partnership applicants shall provide a copy of the Certificate of Limited Partnership and Limited Partnership Agreement; or

4. General Partnership applicants shall provide a certified copy of the written partnership agreement.

I. A copy of a current Certificate of Insurance, in the amounts outlined hereunder, naming the City of Georgetown as additional insured. Upon request, the Airport Manager may at any time review the insurance policy and licenses of a Commercial Operator.

J. A copy of a current lease/sublease or other agreement with the City or an Airport tenant.

K. A schedule of rates and charges for all services to be provided at the Airport.

L. Copies of all applicable Federal Aviation Administration (FAA) certificates.

M. Individual flight instructors not affiliated with a Commercial Operator, and FAA Designated Examiners, may provide services to pilots who operate their own aircraft without obtaining a license from the City.

DB-7. Application Processing.

The City shall review fully completed and submitted applications. The City may approve or disapprove an application for a license, permit or agreement to conduct activities at the Airport. The City may approve any such application that meets the criteria stated in the Minimum Standards. Grounds for denial include the following:

A. The applicant does not meet the qualifications and standards set forth in the Minimum Standards.

B. The proposed activities are likely to create a safety hazard at the Airport.

C. The activities will require the City to expend funds, or to supply labor or materials as a result of the applicant's activities if either City chooses not to do so, or if it will result in a financial loss to the Airport.

D. No appropriate space or land is available to accommodate the proposed activities.

E. The proposed activities are not consistent with the Airport Master Plan or Airport Layout Plan.

F. The proposed activities will result in a congestion of Aircraft or Buildings, a reduction in Airport capacity, or an undue interference with other operations at the Airport.

G. The applicant or any of its principals has knowingly made any false or misleading statements in the course of applying for a license, permit or agreement.

H. The applicant or any of its principals has a record of violating FAA regulations, or any other applicable laws, ordinances, rules or regulations, or Minimum Standards.

I. The applicant has not submitted appropriate documentation supporting the proposed activity as required by Section 7, Doing Business on the Airport.

J. Approval of the application would not be in the best interest of the Airport. Any denial on this ground must be within the discretion afforded to the City under applicable FAA regulations.

SECTION 3
COMMERCIAL OPERATIONS

Section 3 – Commercial Operations

CO-1. **General**: Prior to operation as an Fixed-Base Operator (FBO) or Specialized Aviation Services Operator (SASO), an application must be filed pursuant to DB-6 and approval must be granted by the City.

CO-2. **Fueling:** Only an approved FBO may sell aviation fuel to the general public pursuant to an approved fuel license. All FBOs must purchase their fuel from the City. Private fuel storage facilities are not permitted on the Georgetown Municipal Airport, except to the limited extent that an individual Aircraft Operator, desiring to self-fuel only his Aircraft: (1) obtains written permission from the Airport Manager after demonstrating compliance with AC-150/5190/6; (2) obtains written permission from the City Fire Chief; and (3) provides written evidence of insurance covering such activity and complying with Section 5. Truck to truck fuel transfer is not permitted on the Airport.

CO-3. **Fixed-Base Operator (FBO)**

No person may operate as an FBO unless that person has received and currently holds a valid authorization from the City. In addition to the requirements of DB-2, an FBO must meet and maintain the following requirements:

A. **Land and Facility Requirements.** An FBO must have a lease and facility meeting the following requirements:

1. Apron: An FBO must have use of at least 7,500 square feet of tenant developed apron area (not including any building area, automobile parking area, etc.) to support Aircraft operations. This apron area shall accommodate the following:

   (a) Airplane Design Group II Aircraft (wingspans up to seventy-nine (79) feet);

   (b) Transient Aircraft parking for up to five (5) jet Aircraft (leased tie-down locations may be used to fulfil this requirement);

   (c) Circulation taxilanes to facilitate access to/from Aircraft parking and staging areas; and

   (d) Adequate area to simultaneously accommodate Transient Aircraft operations, towing of Aircraft to/from storage hangars, and staging of based Aircraft.

2. Terminal Building: An FBO must have use of a tenant developed terminal building (non-hangar space) consisting of at least 2,000 square feet with a minimum of at least 1,000 square feet dedicated to customer service and support functions.

3. Hangar: An FBO must have a hangar facility of at least 22,000 square feet.

4. Shop: An FBO must have use of at least 1,000 square feet of shop space to support aircraft maintenance and repair activities, including the storage of parts and accessories, unless such activities have been subcontracted under paragraph CO-6 below.

5. The Terminal Building and Shop may be attached to the Hangar Facility.

B. FBO Services. An FBO must provide the following services:

1. Hours of Operations

A FBO must provide Jet A and Avgas for aircraft fueling and line services seven (7) days per week, from 7:00 AM until at least 7 PM. Additionally, a FBO shall be open for aircraft maintenance and repair at least eight (8) hours per day, five (5) days per week. A FBO shall also be on-call twenty-four (24) hours per day with after-hours response times of one (1) hour or less. FBO must provide Aircraft line servicing as identified in paragraph 3.

2. Aviation fueling:

(a) The FBO shall comply with the International Fire Ordinance, 2000 or later edition, as published by the International Ordinance Council, Inc., and as amended by the City Council for the City of Georgetown; FAA Advisory Circular 150/5230-4, as amended; all requirements of the Airport Ordinance; and all other applicable laws and regulations related to aircraft fuel handling, dispensing and storage.

(b) The FBO shall not construct fuel storage. All fuel must be purchased from the City.

(c) The FBO shall provide dispensing equipment sufficient to serve the needs of the aircraft frequenting the Airport, including the provision of at least one Jet A refueling

vehicle and one Avgas refueling vehicle. Jet A refueling vehicles shall have single-point and over-the-wing fueling capabilities and a minimum capacity of 2,000 gallons. Avgas refueling vehicle shall have a minimum capacity of 500 gallons. An FBO shall arrange for back-up refueling vehicles (with the same capabilities and minimum capacities). All equipment must be inspected and approved by the Airport Manager prior to its use for Airport purposes. The metering devices shall be annually inspected, checked and certified by appropriate state agencies. The Airport Manager may inspect such equipment periodically to ensure compliance with all standards.

(d) The FBO shall require all of its fuel-handling personnel to complete training courses, obtain a fuel handler's certification, and receive periodic refresher training as required by FAA Advisory Circular 150/5230-4, the Georgetown Municipal Airport and City Fire Department. The Supervisory Training Program must be obtained by completing an FAA authorized Supervisory Fuel Safety training course. All employees who fuel aircraft or otherwise handle fuel must receive at least initial on-the-job training and recurrent instruction every 24 consecutive calendar months in fire safety from a trained supervisor. The City Fire Department, Airport Manager, TxDOT, and FAA may periodically inspect the FBO's activities and personnel to ensure adherence to safe practices.

(e) The FBO must develop a Standard Operating Procedure (SOP) for aviation fueling activities and submit for approval to the Airport Manager. The SOP must include a plan of action in case of a fuel spill. All fuel trucks/equipment must meet all applicable local and State codes and be approved for use by the local fire marshal and Airport management and meet the requirements of the latest edition of the National Fire Protection Association booklet, Manual 407 – "Standard for Airport Fuel Servicing, latest edition", published by the National Fire Protection Association. Each mobile fuel vehicle must have a spill kit.

(f) All mobile fuel trucks must be parked on a concrete surface.

3. Aircraft line services:

   (a) The FBO shall employ and have on-duty during required hours of operation at least one properly trained and qualified employee capable of providing aircraft fueling, aircraft parking, and ancillary aircraft ground services and related customer services and support.

   (b) The FBO shall have and maintain the equipment that is required to safely and efficiently tow the aircraft frequenting the Airport, including a tug and tow bars with rated draw bar rating sufficient for such aircraft.

   (c) The FBO must have capability to remove disabled aircraft from any Airport movement surface or safety areas.

   (d) The FBO shall maintain tools, jacks, tugs, tire repair equipment, ground power units, emergency starting equipment, portable compressed air tanks, oxygen cart and supplies, fire extinguishers, chocks, lavatory-cart, ropes and tie-down supplies as are necessary for the servicing of aircraft types expected to use the Airport.

4. Aircraft Maintenance and Repair Services: The FBO shall provide or have a City approved sub-contractor for –

   (a) Airframe, engine and accessory repair services for piston, turboprop, and turbine Aircraft.

   (b) Sufficient shop space, equipment, and supplies for common repairs.

   (c) On-duty during normal business hours at least one person who is currently certified by the FAA with ratings appropriate to the work being performed and holds an airframe and power plant rating.

   (d) Retail sales of aircraft parts and accessories as are necessary for the servicing of aircraft types expected to use the Airport.

   (e) Oxygen servicing.

5. Concierge Services: The FBO must have

(a) Available a minimum of one (1) courtesy car for customer services and support.

(b) Agreements with rental car companies for customers who need these services.

(c) A telephone for public use.

(d) A pilot and passenger lounge with restrooms, coffee, and/or soft drinks.

(e) Maintain a list of area FAR Part 135 Operators for air taxi and charter services.

(f) Arrangements to provide aircraft detailing/cleaning services.

(g) Arrangements to provide catering services to aircraft Operators.

(h) Aircraft lavatory servicing.

(i) Aircraft oxygen servicing.

C. Subcontracting Services, Subleasing; Restrictions

1. The FBO may subcontract aircraft maintenance and repair services and the retail sale of aircraft parts and accessories, provided that such subcontractor meets the Specialized Aviation Services Operator (SASO) requirements of these Minimum Standards as stated therein and in such areas as are approved by the Airport Management. The subcontractor must be based on the Airport.

2. The FBO shall not sublease, permit or allow any other person to operate as a SASO within the FBO leased or permitted area, or to conduct any business venture, without the prior written approval of the City.

D. General Requirements: The FBO is required to perform the following functions or abide by the following rules:

1. Make its business open to all forms and classes of Aeronautical Activity.

2. Properly dispose of any trash from the leased property.

3. Obtain approval from the City before reducing any services included in the FBO's agreement with the City.

4. Furnish all applicable services in a fair, equal, and nondiscriminatory manner to all Airport users.

5. Abide by any and all rules, requirements, or mandates placed upon the City by the FAA or the State of Texas, including, the Grant Assurances of FAA grants and the Terms and Conditions of the State of Texas grants.

6. Will not allow its personnel to conduct "Flagging or Hawking" of aircraft in an attempt to direct them to their location.

7. The FBO does not have the right to perform any service or business on the Airport unless such service or business is included in the current agreement with the City.

8. Surrender FBO rights, 60 days after written notice and failure to cure, if minimum requirements are not continually met.

E. Fees to include Fuel Flowage Fees

1. The FBO shall pay the Airport Fuel Flowage Fees on all fuel (100LL, Jet A, Vehicle, Diesel etc.) dispensed on Airport property.

2. All payments due the Airport shall be made payable to the Airport and shall be delivered to the Airport Business Office.

CO-4. Specialized Aviation Services Operator (SASO)

No person may operate as a SASO unless that person has received and currently holds a currently valid written authorization from the City. In addition to the requirements of DB-6, a SASO must meet the following requirements:

A. General Requirements. A SASO must meet the following general requirements and all requirements in CO-5 through CO-15 specific to each activity the SASO will conduct:

1. The entity must have:

(a) A lease with sufficient and appropriate space to conduct the functions of the SASO as it has represented it will perform

for a period of a minimum of 12 months for either leased Airport property or Airport property with City-owned facilities on it, said lease having been approved by the City Council.

OR

(b) A sublease from an FBO or another SASO with sufficient and appropriate space to conduct those functions as a SASO that the City has approved and shall set out in the written authorization. The sublease shall define the type of business and service to be offered by the sub-lessee SASO.

The sub-lessee SASO shall meet all of the Minimum Standards established by the City for the categories of services to be furnished by the SASO. The Minimum Standards may be met in combination between lessee and sub-lessee. The sublease agreement shall specifically define those services to be provided by the lessee to the sub-lessee that shall be used to meet the standards.

2. A multiple services SASO engages in any two or more of the aeronautical services for which Minimum Standards have been herein provided.

(a) The SASO shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed except that multiple uses can be made of all aircraft owned or under lease by SASO.

(b) The SASO shall obtain, as a minimum, insurance coverage, which is equal to the greater requirement for all individual aeronautical services being performed by SASO.

(c) The SASO shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards for each aeronautical service the SASO is performing as herein provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the SASO.

(d) The SASO providing three (3) or more services shall lease a sufficient number of aircraft tie-down spaces or hangar space to meet the combined needs of the operations proposed.

CO-5. **Aircraft Sales.** All SASOs conducting Aircraft Sales must meet the following additional requirements:

A. Lease or have access to a minimum of 100 square feet of office space.

B. If dealing in Aircraft, maintain an approved Aircraft dealer's certificate from the FAA.

C. Ensure that all other fees and taxes applicable to the sale of Aircraft are paid to the appropriate parties.

CO-6. **Airframe, Engine and Accessory Maintenance and Repair Services:** All SASOs conducting Airframe, Engine and Accessory Maintenance and Repair Services must meet the following additional requirements:

A. Provide sufficient shop space, equipment, supplies and availability of parts equivalent to that required for approved FAA repairs.

B. Employ and have on-duty during normal business hours at least one person who is currently certified by the FAA with ratings appropriate to the work being performed and who holds an Airframe and Power Plant rating.

C. Conduct maintenance and repair operations, or business activities inside hangars or other structures designed for such activities. Specific lease agreement and/or fire codes shall determine what hangars other structures shall be approved for aircraft Maintenance and Repairs.

D. Hangar space shall be leased for such SASOs operations.

CO-7. **Aircraft Leasing or Rental Services:** All SASOs conducting Aircraft Leasing or Rental Services must meet the following additional requirements:

A. Have use of appropriate office space; and

B. Have at least one person on-duty during normal business hours.

C. Maintain all required FAA licenses.

CO-8. **Flight Training Services:** All SASOs conducting flight training services must:

A. Have available for use in flight training, either owned or under written lease, an airworthy aircraft, which must be at least a two-place aircraft suitable for private pilot training.

B. Employ at least one FAA Certified Flight Instructor to provide the type of training offered.

C. Have use of appropriate office space and adequate classroom facilities either at the Airport or at such other off-Airport location as needed for proper operations of the flight training services for the amount and type of training involved.

CO-9. **Avionics, Instruments or Propeller Repair Services:** All SASOs conducting Avionics, Instruments or Propeller Repair Services must:

A. Hold the appropriate certificates issued by FAA for the types of equipment planned to repair, service and/or install.

B. Employ and have on-duty during the appropriate business hours, at least one person who is currently certified by the FAA with ratings appropriate to the services offered.

C. Conduct operations or business activities only inside hangars or other structures designed for such functions. Specific lease agreements and/or fire codes shall determine what hangars or other structures shall be approved for conducting repair services.

CO-10. **Aircraft Charter and Air Taxi Services:** All SASOs conducting Aircraft Charter and Air Taxi Services must meet the following additional requirements:

A. Have and provide to the Airport Manager appropriate and current FAR Part 135 Certificates or provisional FAR Part 135 Certificates.

B. Own or lease exclusively by written agreement aircraft continuously airworthy. All aircraft shall meet the requirements of their FAA certificate and Operating Specifications Manual.

C. Have adequate leased hangar space for each owned or leased aircraft.

CO-11. **Hangar Leasing Services:** All SASOs conducting Hangar Leasing Services must:

A. Lease sufficient land to accommodate the proposed number of hangars and/or T- Hangars based on the following:

1. Compliance with any applicable FAA Minimum Standards for the storage of Aircraft for Hangars and T- Hangars.

2. Compliance with requirements outlined in applicable NFPA guidelines.

B. Register with the Airport Manager the Aircraft based at the Airport stored within the Operator's Hangars or T- Hangars.

CO-12. Specialized Commercial Flying Services: All SASOs conducting Specialized Commercial Flying Services must:

A. Demonstrate availability of aircraft suitably equipped for the particular type of operation intended to perform.

B. Have on-duty or on-call during normal business hours at least one person who holds a current commercial pilot license with appropriate ratings for the aircraft to be flown.

C. Have adequate leased hangar space for each owned or leased aircraft.

D. Have adequate leased office space for proper operation of the Commercial Flying Services.

CO-13. Aerial Applicators: No person may use the Airport for loading, unloading, air frame/hopper/tank wash down, other than engine repair of any aircraft used to apply any insecticide, fungicide, rodenticide, or herbicide unless he first gets written permission from the City. The City shall not grant such a permit unless the applicant follows procedures for and obtains an SASO permit and, in addition, agrees to provide at its own expense a paved work area with adequate provisions to collect all debris, liquids, and other materials from such aircraft and deposit same in a container and dispose of same in a manner approved by the Federal Environmental Protection Agency, Texas Department of Health, Texas Commission of Environmental Quality, Texas Department of Water Resources, Texas Department of Agriculture, and code of ordinances and regulations of City of Georgetown and Williamson County.

CO-14. Mobile Aircraft Washing Services: Aircraft washing is restricted to designated wash rack areas and/or other areas permitted under an approved Aircraft Washing Plan. All SASOs conducting Mobile Aircraft Washing Services must:

A. Obtain approval of an Aircraft Washing Plan that contains the following information:

1. Name of individual/company conducting washing services, contact name and phone number.

2. A site map of the area in which washing will occur. The site map must contain the following:

(a) An outline of the washing location to include location of runoff control structures.

(b) Approximate distance (in feet) from washing area to nearest drain(s).

(c) Reference to buildings, terminal, roads, etc.

(d) North arrow.

B. A detailed description of washing method/operation, including the following details:

1. Wash water containment method(s), (ramp scrubber, containment boom, dry, etc.).

2. Amount of water used per wash and frequency of operation.

3. Name, amount of chemical(s) used per wash.

4. If "dry" washing or waxing/coating operations are to be conducted provide affirmation that tarps will be used to collect residual material for its proper disposal and protect the ramp (if appropriate).

C. Material safety data sheets (MSDS) for all chemicals to be used.

D. The method of disposal of retrieved wash/waste water. If water is to be disposed of on Airport property the following steps must be taken:

1. Disposal of wash/waste water must be done through an oil/water interceptor in to the sanitary sewer system; and

2. Approval for the discharge of wash/waste water on Airport property must be obtained from the Airport Manager. The approval letter must be included in the final washing plan.

CO-15. Mobile Aircraft Maintenance and Repair Services: All SASOs conducting Mobile Aircraft Maintenance and Repair Services must:

A. Be currently certified by the FAA with ratings appropriate to the work being performed and who holds an Airframe, Power Plant, or Aircraft Inspector rating.

B. Conduct all activities inside hangars or other structures designed for such functions. Specific lease agreement and fire codes shall determine what

hangars or other structures shall be approved for Mobile Maintenance and Repairs.

SECTION 4
FLYING CLUBS

Section 4 – Flying Clubs

FC-1. Standards.

A Flying Club ("Club") shall meet the following standards:

A. At the time of applying for a lease, license, permit or agreement with or from the Advisory Board to operate at the Airport, the Club shall furnish the Airport Manager the following documents:

1. Copy of its documents of organization including list of members, and names of officers and managers

2. Evidence of required insurance

3. Description of all aircraft used

4. Evidence that such aircraft are properly certificated

5. Evidence of Ownership of such aircraft

6. Any operating rules of the Club

B. All aircraft used by the Club shall be owned by the Club or leased exclusively by written agreement to the Club, and all Ownership or lease rights to such aircraft must be vested on a pro-rata basis in all of the Club's members. The property rights of the Club members shall be equal, and no part of any revenues received by the Club shall inure to the direct benefit of any member (e.g., by salary or bonus). The Club shall not derive greater revenue from the use of its aircraft than the amount necessary for the operation, maintenance and replacement of its aircraft and facilities.

C. The Club's aircraft shall not be used by any person other than the Club's members and shall not be used by any person for hire, charter or air taxi. Flight instruction to Club's members may be given in Club aircraft.

D. The Club shall pay fees as prescribed by lease, license, permit or agreement, and any applicable fees identified on the Airport Rates and Fees schedule.

SECTION 5
INSURANCE

Section 5 – Insurance

I-1. General Insurance Requirements.

Each Aircraft Operator and Commercial Operator shall at all times maintain in effect the following types and minimum amounts of insurance as applicable to the business/operation to be conducted. All insurance shall be in a form and from an insurance company with a Best's financial rating of at least B ++. All policies, except worker's compensation policy, shall name the City/County and their elected or appointed officials, officers, representatives, managers, commissioners, agents and employees as "Additional Insureds," and the Operator shall furnish to the Airport Manager certification of insurances evidencing the required coverage cited herein prior to engaging in any Airport activity. Such certificates shall provide for unequivocal 30 day notice to Airport Manager of cancellation, or material change of any policy limits or conditions. The Airport Manager may require that a complete copy of an insurance policy be submitted. Following notice of failure to provide required insurance, the City may cancel any license, permit, or agreement if the default is not cured within 14 days.

I-2. Insurance on all Structures.

At all times during the term of the lease of land on the Airport, the lessee, at its own expense, shall maintain insurance on all structures on the leased property at the Airport protecting the lessee and the owner, as their interests may appear, against loss of damage by fire, accident, wind storm, hail, explosion, or smoke. Should loss occur and lessee, for any reason, abandons the lease, all proceeds shall (except to the extent otherwise claimable by the structure's mortgagee) become the property of the City.

I-3. Schedule of Minimum Insurance Requirements:

A. FIXED-BASED OPERATOR

Commercial general aviation liability policy with coverage for premises, operations, and product liability.	$5,000,000 CSL
Products Completed Operations	$1,000,000 CSL
Hangar Keeper's Liability	$5,000,000 CSL
Personal Injury (including death)	$1,000,000 CSL
Aircraft liability, with coverage for bodily injury and property damage, including passengers.	$1,000,000 CSL

B. SPECIALIZED AVIATION SERVICES OPERATOR

Commercial general aviation liability policy with coverage for premises and operations.	$2,000,000 CSL
Aircraft liability, with coverage for bodily injury and property damage, including passengers.	$1,000,000 CSL

C. NON-COMMERCIAL FLYING CLUBS

Commercial general aviation liability policy with coverage for premises and operations.	$1,000,000 CSL
Aircraft liability, with coverage for bodily injury and property damage, including passengers.	$1,000,000 CSL

D. ALL OTHER OPERATIONS/USERS

General aviation liability policy with coverage for premises and operations.	$ 500,000 CSL

Note: CSL = Combined Single Limit

I-4. Special Instructions.

A. Any Aircraft Operator seeking to "self fuel," as defined in FAA Advisory Circular 150/5190-6, shall have a minimum $1,000,000 CSL general liability policy that contains an endorsement specifically permitting self-fueling.

B. Any Operator using service vehicles on the Airport premises in support of its operations shall maintain additional coverage of Motor Vehicle Liability in the amount of $500,000 CSL.

I-5. Additional Insurance Required.

In addition to the types and amounts of insurance required by this Article, each Operator shall at all times maintain such other insurance as the City may reasonably determine to be necessary for such Operator's activities.

SECTION 6
BUILDING/IMPROVEMENT STANDARDS

Section 6 – Building/Improvement Standards

BIS-1. Buildings and Structures.

All buildings and structures owned or used by Operators on the Airport shall comply with state and local laws, codes and regulations. All buildings, structures and improvements must be maintained in a sound structural and mechanical condition throughout the term of use by Operator.

BIS-2. Maintenance of the Airport.

Each lessee of land or facilities on the Airport shall keep the leased area/facilities neat (appropriately painted where appropriate), trimmed, clean, free from any type of hazard of life, limb, or property, free from junk and debris, and in an aesthetically pleasing condition. Maintenance of areas not leased shall be the responsibility of the City.

BIS-3. Buildings and Structures Standard.

No person may construct, remodel, erect, or maintain any structure or shelter, either permanent or temporary, unless specifically authorized by the City. Except as noted hereinafter, in no event shall the City authorize construction, erection, or continued presence of a structure unless it is of permanent metal and/or masonry construction, paved floors, aesthetically pleasing, and at a minimum, meet building, fire, and other codes or standards applicable in the City and/or at the Airport. The City may waive this policy if determined that such action is necessary to provide a minimal level of service to Airport users. All asphalt pavement must be constructed to support the maximum weight of the aircraft planned for using the hangar location.

BIS-4. Construction Process.

Before commencing any improvements or modifications, the Operator must submit detailed construction plans and specifications to the City for approval. Operator must obtain City issued building permit. Operator must comply with all required building inspections. Upon completion of the construction, the Operator must obtain a City issued Certificate of Occupancy (CO) certificate and provide the City two (2) complete sets of detailed plans and specifications of the work as completed. Operator may not occupy or use improvement until CO has been issued.

All improvements or modifications made to Airport property shall become the property of the Airport, at no cost to the Airport upon termination of the Operator's lease, license, permit or agreement.

~~SECTION 7 – LEASING~~

~~Section 7 – Leasing~~

~~L-1. Conflicts in Lease.~~

~~Should any portion of these Standards conflict with the conditions of any lease agreement executed by the City, the conditions in the executed lease agreement will control over these Standards for the remainder of the lease term or renewal thereof.~~

~~L-2. Exclusive Rights.~~

~~No person may be granted in fact or by written instrument any exclusive right in violation of the FAA Grant Assurances applicable to the Airport. Determination of the existence of a prohibited exclusive right lies within the exclusive jurisdiction of the FAA. If FAA determines any provision of a written instrument or a practice in fact constitutes a grant of a prohibitive exclusive right, such provision or grant shall be deemed void.~~

~~L-3. Ground Lease Applications.~~

~~A request shall be made to the Airport Manager, who will provide the applicant with instructions on the information that is needed to proceed with the request. The following shall be required for all applications to lease:~~

~~A. Concept plan including preliminary sketches of construction and infrastructure build out.~~

~~B. Timeline to complete the project.~~

~~C. Intended aeronautical use of project, and a preliminary analysis of the project's impact on Airport traffic and/or noise.~~

~~D. Letter of Credit assuring financial capabilities.~~

~~The Airport Manager will review the request for compliance with Airport Layout Plan, Airport Master Plan, Airport Ordinance, Airport Rules and Regulations, and Minimum Standards. The Airport Manager may at this time request changes to the proposed lease if above listed compliance are not met.~~

~~After receipt of a completed request for a lease, the Airport Manager and potential lessee will present the lease proposal at the next scheduled Advisory Board meeting. The Advisory Board may defer the proposed lease to a future Advisory Board meeting if additional information or changes to the proposal are required.~~

~~All lease proposals will be forwarded to the City Council meeting with a recommendation from the Advisory Board.~~

L-4. Fees Due from Operators at/on Airport.

The following shall be due and payable to the City on the 5th business day of each calendar month for charges incurred during the calendar month next proceeding, as follows:

A. Sums due under any leases of land or land with improvements.

B. Sums due under any agreement granting operating rights at or from the Airport.

L-5. Terminal Apron Leasing.

No two or more related persons/entities (legally, by third degree of consanguinity or affinity, or otherwise) may be granted a lease or any portion thereof on the Terminal Apron or on all or substantially all the land contiguous thereto. Aircraft Operators may lease tie-down spots.

L-6. Lease Cancellation/Reduction in Scope.

Land leased on the Airport must be promptly, effectively, and reasonably fully utilized. Any person leasing vacant land on the Airport must commence construction of minimum facilities, as described in the lease with the City, no later than one year from the date of the lease agreement, provided however, that the City may grant such extensions as the City may deem necessary. The facilities shall be completed not later than one year after construction commences.

Total Cancellation: If any lessee fails to promptly and effectively utilize any of the leased premises, City may lease the tract to another qualified person in accordance with procedures set out elsewhere herein.

Partial Cancellation: If a lessee after such two year period (and any extension that may be granted by the City) is using only part of the area leased to him, the City may, or on receiving from an otherwise qualified person a bona fide firm offer to lease the unused portion, unilaterally reduce the lease to the area being actually used, provided, however, that in no event (except where lease is totally cancelled) will a FBO's or a SASO's lease be reduced below the minimum required acreage for such Operators.

L-7. Lease Charges/ Escalation Clauses/Terms.

All unimproved Airport property shall be leased at an amount per square foot, per year as set by the City. The term of each lease for use of unimproved Airport property shall be set by City, not to exceed twenty (20) years with a ten (10) year option.

L-8. Removal and Repair of Unairworthy Aircraft and Inoperable Vehicles.

A. All aircraft, located anywhere on the Airport, must be either: (1) airworthy; or (2) undergoing necessary repairs or maintenance, by an FAA-approved license holder, calculated to render the aircraft airworthy within 60 days. The Airport Manager may send a written request

~~for proof of airworthiness, including log entries, legible identification of inspection sign-offs, and records of last flight date, to the registered owner of an aircraft at the address on file with the FAA Registration Branch. An Aircraft Owner receiving such request must within 20 days: (1) provide proof of airworthiness; or (2) move the aircraft to an approved repair facility and submit to the Airport Manager a letter from such facility stating that repairs necessary to render the Aircraft airworthy are being undertaken and the estimated date of airworthiness.~~

~~B. If an Aircraft Owner fails to respond appropriately within 30 days to an airworthiness enquiry letter sent under Section L-8(A), then the City may assess additional rent in the amount of $500 per day for each day beyond 30 days that the Aircraft remains at the Airport.~~

~~C. If an Aircraft remains in an outdoor parking space for more than 60 days beyond expiration of the 30-day response period listed in Section L-8(B), the City may move such Aircraft to other hangered or outdoor parking area as it deems appropriate. Rent after such 60-day period shall be assessed at $1,000 per day.~~

~~D. Amateur or kit-built aircraft, while under construction in an Airport hangar, shall not be subject to this Section L-8 provided that the hangar tenant and the aircraft owner have submitted to the Airport Manager an estimated construction schedule and submit every 6 months a construction progress report, as recommended in the FAA 2016 Policy on Non-Aeronautical Uses of Hangars.~~

APPENDIX A
DEFINITIONS

Accident: A collision or other contact between any part of an aircraft or a vehicle, person, stationary object or other thing which results in property damage, personal injury, or death; or an entry into or emerging from a moving aircraft or vehicle by a person which results in personal injury or death to such person, or some other person, or which results in property damage.

Advisory Board: City appointed board that makes recommendations to the City pertaining to Airport related matters.

Advisory Circular (AC): FAA publications consisting of all non-regulatory material of a policy, guidance, and technical nature. Used as basic source for most Airport design criteria.

Aeronautical Activity: Any activity or service conducted on Airport property, which involves, makes possible, or is required for the operation of aircraft, or contributes to, or is required for, the safety of such operations.

Aeronautical Activities include, but are not limited to:

- General and corporate aviation
- Air taxi and charter operation
- Aerial photography
- Pilot training
- Aircraft rental
- Sightseeing
- Aerial surveying
- Crop dusting
- Aircraft sales and service
- Aviation fuel and oil sales (whether or not conducted in conjunction with other included activities)
- Repair and maintenance of aircraft
- Sale of aircraft parts
- Aviation fire suppression
- Aviation advertising
- Aircraft management
- Any other activities that, because of their direct relationship to the operation of aircraft can appropriately be regarded as an aeronautical activity.

The following are non-aeronautical activities:

- Ground transportation (taxis, car rentals, limousines)
- Restaurants
- In-flight food catering
- Barber shops
- Auto parking lots

Air Traffic: Aircraft in operation anywhere in the air or, when under their own power, on the ground.

Aircraft: Means any device intended to fly in the air.

Aircraft Charter and Air Taxi Services: An Air Charter or Air Taxi Operator engages in the business of providing air transportation (persons or property) to the general public for hire, on an basis under Code of Federal Regulations CFR 14 Part 135 of the Federal Aviation Regulations.

Aircraft Fuel: Means all flammable substances expressly manufactured and blended for the purpose of operating an Aircraft engine.

Aircraft Operator: Person in charge or command of an aircraft. The Aircraft Operator may, or may not be, the owner of the aircraft.

Airport Layout Plan (ALP): An FAA/TxDOT approved set of drawings showing Airport boundaries, physical features and proposed additions to all areas owned or controlled by the sponsor for Airport purposes, the location and nature of existing and proposed Airport facilities and structures, and the location on the Airport of the existing and proposed non-aviation areas and improvements thereon. The drawings also show local airspace, approach areas and obstructions in the approach areas.

Airport Master Plan (AMP): Presents a conception of the ultimate development of a specific Airport. It presents the research and logic from which the plan was evolved and displays the plan in a graphic and written report.

Airport Rates and Charges: A schedule of fees approved by the City payable by users and Operators at the Airport.

Airport Tenant: A person who leases or uses property at the Airport solely for the purpose of storing Based Aircraft, and who is not engaged in any Commercial Operation.

Airside: The area of the Airport that is either contained within the Airport perimeter fence or which requires access through a building located on or adjacent to Airport property which requires access to a Airport surface such as runways, taxiways, or aprons.

Airspace: Space in the air above the surface of the earth or a particular portion of such space, usually defined by the boundaries of an area on the surface projected upward.

Air Traffic Pattern: The Air Traffic flow that is prescribed for aircraft landing at, taxiing on, or taking off from the Airport.

Apron: A defined pavement area, intended to accommodate aircraft for purposes of loading or unloading passengers or cargo, servicing and parking.

Avionics, Instruments or Propeller Repair Services: A service that engages in the business of and provides a shop for the repair of aircraft avionics, propellers, instruments, and accessories for general aviation aircraft. This category may include the sale of new or used aircraft avionics, propellers, instruments, and accessories.

Based Aircraft: Aircraft which the owner physically locates and domiciles at the Airport intending that it remain for an undetermined period, and which, whenever it is absent from the Airport, the owner intends to return it to the Airport.

Building: Main portion of a structure, all projections or extensions there from, any changes or additions thereto, and shall include garages, outside platforms, docks, carports, canopies, eaves and porches.

Building Area: An area on an Airport to be used, considered, or intended to be used, for Airport buildings or other Airport facilities or rights-of-way, together with all Airport buildings and facilities located thereon.

City: The City of Georgetown, Texas and Owner of the Georgetown Municipal Airport.

Commercial Operator: Person who provides goods or services at the Airport for compensation. Such activities are deemed "Commercial Operations." An activity is considered Commercial Operation regardless of whether the business is non-profit, charitable, or tax exempt.

FAA: Federal Aviation Administration**.**

FAR: Federal Aviation Regulations.

Flagging and/or Hawking: Any method or means used from any location to attract incoming aircraft for the purposes of selling fuel or providing other services (except the use of fixed signs if approved by the City). "Flagging" and/or "Hawking" is **Prohibited** on the Georgetown Municipal Airport.

Flying Club: An entity or organization organized solely for the purpose of providing its members with one or more aircraft for their personal use and enjoyment.

Fuel Flowage Fees: Fees levied by the City per gallon of aviation gasoline and jet fuel sold at the Airport.

Hangar: Fully enclosed structure intended to house aircraft, either for purposes of storage, or while undergoing maintenance and repair. (See Shade Hangar)

Hazardous Material: Hazardous or toxic substance, waste or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous, and is or becomes regulated by any governmental authority, agency,

department, board, board, agency or instrumentality of the United States, the State of Texas or any political subdivision thereof.

Improvements: All buildings, structures and facilities, including pavement, fencing, signs and landscaping, constructed, installed or placed on, under or above any leased area by or with the concurrence of a lessee.

Landing Area: Any locality, either on land or water, including Airports, heliports and STOL (Short Take-Off and Landing) ports, which is used or intended to be used for the landing and takeoff or surface maneuvering of aircraft, whether or not facilities are provided for the shelter, servicing, or repair of aircraft, or for receiving or discharging of passengers or cargo.

Landside: The general public common use areas of the Airport such as public roadways, parking lots and buildings.

Lease: A written agreement between the City and a person granting permission to use Airport land and/or buildings, and/or authorizing the conduct of specified activities.

Line Service: The general pre-flight or post-flight dispensing of aviation fuel, checking aircraft engine oil, adding aircraft engine oil, windshield cleaning, etc. conducted at an FBO area by line personnel dispensing fuel from a truck designed for such purposes.

Non-Commercial Operators: A person or entity that neither offers nor provides goods or services to the public for compensation.

Operator: Any person conducting Aeronautical Activity at the Airport.

Person: An individual; a corporation, firm, partnership, association, organization, agency, and any other group or entity acting as a unit; the state, county, and/or political subdivision of the state, or other governmental entity. Person also includes a trustee, receiver, assignee or similar representative.

Ramp: Paved area suitable for aircraft parking.

Repair Facility: Facility utilized for the repair of aircraft to include airframe, power plant, propellers, radios, instruments and accessories. Such facility will be operated in accordance with pertinent local, state and FAA regulations.

Roadway: Any street or road whether improved or unimproved, within the boundaries of the Airport and set aside or designated for use by vehicles, whether dedicated or not.

Runway: Segments of land at the Airport prepared and marked for use by aircraft in taking-off and landing.

Specialized Aviation Services Operator (SASO): A person offering one or more specialized aeronautical services at the Airport, including without limitation the following activities:

1. Aircraft / Helicopter Sales
2. Airframe, Engine and Accessory Maintenance and Repair
3. Aircraft Leasing or Rental Services
4. Flight Training Services
5. Avionics, Instruments or Propeller Repair Services
6. Aircraft Charter and Air Taxi Services
7. Hangar Leasing Services
8. Specialized Commercial Flying Services
9. Aerial Applicators
10. Mobile Aircraft Washing Services
11. Mobile Aircraft Maintenance and Repair Services

Specialized Commercial Flying Services: A Specialized Commercial Flying Services Operator engages in air transportation for hire for the purpose of providing the use of aircraft for the following activities:

1. Non-stop sightseeing flights that begin and end at the same Airport
2. Aerial advertising
3. Aerial photography or survey
4. Power line or pipeline patrol
5. Fire fighting
6. Any other operations specifically excluded from FAR Part 135 of the Federal Aviation Regulations

Sublease: Lease granted by a lessee, only with permission from the City, to another entity for all or part of the leased property.

Taxilane: Portion of the Airport apron area, or any other area, used for access between taxiways and aircraft parking and storage areas.

Taxiway: Defined path established for the taxiing of aircraft from one part of the Airport to another.

Taxiway Safety Area: A cleared, drained, and graded area, symmetrically located about the extended taxiway centerline and adjacent to the end of the taxiway safety area.

Terminal Apron: The paved or surface-treated area adjacent to the terminal building reserved for use by itinerant aircraft, also for aircraft refueling, or the loading or unloading of passengers or cargo, and includes that portion of the parking apron reserved for aircraft owners leasing space from the City for month to month parking.

Terminal: Airport Building with both Airside and Landside access for aircraft Operators and passengers. The Terminal provides restrooms, lounge area, conference area and is the location of the Airport Manager's Office.

Tie-Down: Area within an open-air aircraft parking or storage area where aircraft may be secured to the ground, either by use of fixed tie-down points, or by use of moveable anchors.

Transient Aircraft: Aircraft that is not a Based Aircraft at the Airport.

T-hangar: An aircraft hangar in which aircraft are parked alternately tail to tail, each in the T-shaped space left by the other row of aircraft or aircraft compartments.

APPENDIX B
BUSINESS APPLICATION

GEORGETOWN MUNICIPAL AIRPORT
AERONAUTICAL BUSINESS APPLICATION and PERMIT

(Required to conduct commercial aeronautical activity on the Airport)

Business or activity to be conducted (Check all that apply):

____ Fixed-Based Operator

____ Aircraft Sales

____ Airframe, Engine and Accessory Maintenance and Repair Services

____ Aircraft Leasing or Rental Services

____ Flight Training Services

____ Avionics, Instruments or Propeller Repair Services

____ Other

____ Aircraft Charter and Air Taxi Services

____ Hangar Leasing Services

____ Specialized Commercial Flying Services

____ Aerial Applicators

____ Mobile Aircraft Washing Services

____ Mobile Aircraft Maintenance and Repair Services

These activities are limited to the Airport by ordinance. Please refer to the Airport Minimum Standards for further information on each type of business.

Applicant: _____
Authorized Representative: _____
Title: _____
Business Address: _____
City, State, Zip: _____
Billing Address: _____
City, State, Zip: _____
Phone: (work): _____ (fax:): _____ (emergency): _____

The Applicant hereby requests the above action(s) from the City for the privilege of conducting Commercial Aeronautical Activities on the Airport.

Each FBO application must include a Business Plan and Financial Package. The Business Plan must include information on how the applicant plans to provide required services. The Financial Package must include a list of individuals/parties with a material interest in the business as well

as demonstrate the capital necessary to support the required operations of the business desiring to operate as an FBO on the Airport.

The undersigned representative certifies they are authorized to sign for the business and acknowledges receipt of a copy of this permit.

Authorized Representative's Signature Date Signed _____

_____

City Approval Date Signed _____

_____

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Resolution - Amending Airport Leasing Policy to Align with City Code12.32.300 Amendment

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to amend the Airport Leasing Policy to ensure compliance with amended City Code Section 12.32.300 -- Eric Johnson, Public Works Director, and Matthew Sommerfeld, Airport Manager

ITEM SUMMARY:
Amending Section III, Terms of Lease, of the Airport Leasing Policy removing references to the "more restrictive" of City of Georgetown Ordinance, TxDOT or the FAA, in both All Leases and Long Term Ground Leases to align with the adopted amendment to Ordinance 12.32.300.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Karen Frost, Public Works

ATTACHMENTS:
RES_Airport Leasing Policy_4.14 Council Date.pdf
Exhibit A_Leasing Policy Amendment Section III.pdf
Exhibit A_Leasing Policy Amendment, Section III_Redline.pdf

RESOLUTION NO. _____

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, UPDATING SECTION III OF THE GEORGETOWN EXECUTIVE AIRPORT AT JOHNNY GANTT FIELD LEASING POLICY; REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council is amending the City's Code to allow Airport lease lengths to exceed thirty years;

WHEREAS, the City Council has determined that the Airport lease lengths shall not exceed the maximum duration allowed by the FAA or TXDOT, subject to the Johnny Gantt Field Leasing Policy (hereafter "Airport Leasing Policy");

WHEREAS, the City Council, in order to ensure compliance with the newly amended City Code and to ensure the Airport's benefits continue to be made available to all types, kinds, and classes of aeronautical activity on fair and reasonable terms and without unjust discrimination, therefore finds that updating Section III of the Airport Leasing Policy will be in the best interest of the public and the Georgetown Executive Airport, as set out herein.

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

Section 1. The meeting at which this resolution 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 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 3. The Section III of the Leasing Policy is updated as stated herein as Exhibit A and is hereby adopted.

Section 4. All resolutions that conflict with the provisions of this resolution are hereby repealed, and all other resolutions of the City not in conflict with the provisions of this resolution shall remain in full force and effect.

Section 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.

Section 6. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest. This resolution 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 the 14th of April, 2026.

ATTEST: **THE CITY OF GEORGETOWN:**

_____ _____

Robyn Densmore, City Secretary Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney

SECTION III
LEASE RATES, TERMS AND PROVISIONS

Rates and Charges

TxDOT/FAA guidelines require that the Airport be as financially self-sustaining as possible. Whenever possible, rental rates for unimproved Airport land or existing hangars and related facilities used for commercial aviation activities are set at market value of the property in use. Market value will be determined through an appraisal or market analysis of comparable parcels or structures undertaken by the Airport. A rate adjustment based on the Consumer Price Index-Urban (CPI-U) for the Dallas-Fort Worth region will be applied to leases on either a regular basis, but no more than annually, between appraisals to facilitate parity between new and longstanding tenants. In an effort to stimulate economic development, support aviation industry growth, and encourage airport property development, the Airport may consider a reduced rate for the following property uses:

1. Large Scale Development

2. Aeronautical Manufacturing

3. Substantial aviation-related educational facilities (such as an FAA-certified A&P Program or a Flight Training Program)

4. Any commercial business that creates and maintains new jobs that pay, on average, no less than 115 percent of the average annual wage for City of Georgetown, as determined by the City of Georgetown Office of Business and Economic Development

Each Airport tenant, subtenant, licensee, or occupant user of the Airport shall pay the then applicable and appropriate rate or fee for such tenancy or use. Operating expenses may also be included in Airport Leases for the cost of upkeep and maintenance of common areas and facilities in and adjacent to the leased areas. Each airport lessee will be required to pay Williamson County Property taxes.

Terms of Lease

All Leases: Each lease will be evaluated on its own merit. The current maximum term length is determined by the more restrictive of current City of Georgetown Ordinance, TXDOT or the FAA. The lease may be written to have an initial term length with one or more extension periods. The total length will not exceed the limits set previously. All lease lengths shall be at the sole discretion of the City. At the expiration of an existing lease the Title to Lease rules will take effect. See below.

Long Term Ground Leases: The Georgetown Executive Airport at Johnny Gantt Field recognizes that allowing tenants to amortize their investments over a longer period of time can encourage further investment in Airport property. To this end, the Airport will consider entering into a lease with a term up to the maximum limit allowed by current City of Georgetown Ordinance, TXDOT or the FAA (the more restrictive limit applying) in those instances where a potential tenant has demonstrated to the Airport's satisfaction that they are prepared to make a significant investment in one or more of the following areas:

a. Make a significant initial capital investment in new construction on the property.
b. Make a significant capital investment in existing leasehold improvements.
c. Create (and maintain) a significant number of new jobs, at higher-than-average wages.

d. Make a significant investment in the extension of public infrastructure that will benefit the Airport as a whole (i.e., roads, water, sewer, navigation aids, etc.).

Business Retention Considerations. The Airport recognizes the importance of retaining existing businesses that contribute substantially to the local economy. To this end, the Airport may consider entering into a new lease with an existing tenant for a term up to the maximum limit allowed by TXDOT or the FAA (the more restrictive limit applying).

Title to Improvements

Title to all fixed improvements constructed or installed on leased or licensed premises shall remain with the Lessee or Licensee during the term, and any renewals thereto, of the Agreement. Upon termination of the Agreement, said improvements shall become the property of the Airport or, at the Airport's sole option, the Airport may require the Lessee to remove said improvements and restore the property to its original condition, all at no cost to the Airport or the City of Georgetown.

Reversion After Ground Lease Term

Following expiration of a Ground Lease, the land and structures thereon may be leased by the Airport under short-term Facility Leases, typically 1-5 years in duration, at market rates. These leases will be for the property and the building, with the ownership of said property and building residing with the Airport. For larger tracts, the lease rate will typically be predicated upon an appraisal done by an MAI who will set the base rate for the property and building. This information will be available to the prospective tenant.

Materials

Terminal Building: The Airport will provide structural maintenance, heat and light, but will not provide janitorial service, revamping or other day-to-day services in any tenant's leased or licensed area unless the applicable agreement specifies that the Airport shall be compensated for such services.

Airfield: The Airport will maintain all public use runways, taxiways, and aprons. Ramps and aprons leased or otherwise provided to sub-tenants or any other occupants will be maintained by the sub-tenants or occupant of any description as annotated in each respective lease.

Land and Building: Tenants may be required to provide all maintenance of land and utility services to leased or licensed land and/or buildings. The Airport shall be sole judge of the quality of maintenance and, upon written notice, may require immediate improved maintenance. If such maintenance is not performed, the Airport may perform such maintenance and invoice the costs of the maintenance to the Lessee, Licensee, or occupant. Non-payment of invoices will be grounds to terminate the agreement that allows the occupant to occupy the property or conduct the activities.

Assignments/Subletting/Sale of Stock/Sale of Facilities Constructed

The operation of any tenant on the Airport shall be for the public interest and furtherance of Airport activity. Tenants are entrusted with the duty and obligation of providing the public with the highest level of services and facilities, and it is therefore, necessary that the tenant's activities and/or operations be subject to continuing scrutiny by the Airport Manager or Designee, and that the tenant always operate in a businesslike fashion, efficiently and always with courtesy to the public and to the staff of the Airport. For these reasons, the following shall be always be required of tenants:

The Airport shall retain total control and exercise sole discretion over the assignment or any method of changing or delivering to others any of the functions to be performed by the tenant, and any such assignment shall have prior written approval by the Airport Manager or Designee.

Tenant may sublease a part of the leased area to others only after first receiving written approval from the Airport Manager.

Public Service Goals

The FAA encourages airport sponsors to establish "Minimum Standards" for providing services to the general public at an airport. The Georgetown Minimum Standards are published on the City of Georgetown website (https://georgetowntexas.gov/transportation/georgetown_executive_airport_at_johnny_gantt_field /) and are automatically incorporated into each lease in order to ensure the level of public service is of a high quality, consistent with the goals of the Airport. Remedy clauses will be included in all lease agreements for inadequate performance, the quality of which will be determined solely by the Airport Manager or Designee.

Encumbrances

The Airport may permit a tenant to subordinate leasehold-owned improvements (NOT LAND) for financing purposes, with a mortgage approved by the Airport Manager or Designee. If such an arrangement is permitted the mortgagee may be granted the right to cure any default including the assumption of the lease. This encumbrance provision will assist private investment in financing capital improvements, protect the mortgagee's interest, and does not endanger the interest of the Airport. NOTICE: Obligations to pay rent and charges to the Airport shall not be subordinated.

Indemnification and Insurance

To the maximum extent permitted by Texas law, the tenant shall indemnify and hold harmless Georgetown Executive Airport at Johnny Gantt Field, City of Georgetown, its officers and employees and contacts from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Lessee or anyone employed or utilized by the Lessee in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This does not pertain to any incident arising from the sole negligence of the Airport.

The Tenant shall provide all insurance deemed appropriate by the Airport Manager or Designee, as determined by the City of Georgetown Safety & Risk Management Division.

Taxes

Williamson Central Appraisal District (WCAD) requires that all building owners/lessees will pay a property tax on the lease amount for the year. It is the responsibility of the lessee to pay their property tax. If your aircraft is registered under a business that is based here, there will be a tax paid. Federal, state, or local taxes not paid by Lessee or Licensee may be deemed sufficient cause to cancel or terminate the lease.

Rules and Regulations

Airport rules and regulations shall be a part of each lease. Such regulations may be amended from time-to-time by the Airport including such reasonable and uniform landing fees, rates or charges, as may from time to time be levied for airfield operational privileges and/or services provided at the

Airport. Lessee shall also comply with any and all applicable governmental statutes, rules, orders, and regulations. A violation of any Airport rule or regulation may be deemed sufficient cause for lease cancellation or termination by the Airport.

Appraisals

Appraisals may be used for determining the Fair Market Value (FMV) of the highest and best use of land and/or facilities the Airport leases. The Airport may require a prospective tenant to pay for an appraisal and may reasonably withhold approval of a proposed appraisal firm lacking demonstrated experience in airport appraisals. Once an appraisal is conducted for land and/or facilities, the Airport may apply the appraisal on other similar land and/or facilities for up to five (5) years. If five years have lapsed since an appraisal has been conducted, a new appraisal for that category may be conducted if it is determined that the prior appraisal is out of date. In lieu of appraisals the Airport may, at its option, apply airport industry standards for determining the FMV of granting privileges and leasing land and/or facilities for aviation related or airport support agreements.

Variance

Prospective tenants who cannot meet the criteria identified in this Leasing Policy may make application for variance through the Airport Manager or Designee. Upon reviewing justification for such application, the Airport will submit the request to the Georgetown Transportation Advisory Board, who may or may not recommend approval to the Georgetown City Council. The City Council may grant a variance by affirmative majority vote during one voting session. Variances are not favored and there must exist compelling reasons for the granting of any variance. The basis for the variance must always be beyond the control of the applicant for the variance. Economic hardship shall never be a valid basis upon which to grant any variance.

Zoning

All leases shall remain consistent with the Airport Master Plan, Airport Development Standards, and the Airport Layout Plan (ALP), as well as the City of Georgetown Comprehensive Land Use Plan.

Dominant Agreements

Any Lease, License or Operating Agreement with the Airport is subject to all existing agreements between the Airport and the Federal Aviation Administration (FAA), the Airport and the State of Texas, and the Airport and City of Georgetown. Leases, Licenses and SASOs are sometimes subject to FAA approval, which approval may be withdrawn. Accordingly, the Airport reserves the right to immediately terminate any lease that the FAA has found to interfere with the safe operation and maintenance of the airport, or otherwise conflict with regulations governing public-use airports. Furthermore, and during the time of war or national emergency, the Airport shall have the right to lease the landing area or any part thereof to the United States Government for military or naval or similar use, and, if such lease is executed, the provisions of this Lease insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

Other Lease Provisions

This Leasing Policy does not include all of the provisions of Airport leases.

SECTION III
LEASE RATES, TERMS AND PROVISIONS

Rates and Charges

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a. Make a significant initial capital investment in new construction on the property.
b. Make a significant capital investment in existing leasehold improvements.
c. Create (and maintain) a significant number of new jobs, at higher-than-average wages.

d. Make a significant investment in the extension of public infrastructure that will benefit the Airport as a whole (i.e., roads, water, sewer, navigation aids, etc.).

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Title to all fixed improvements constructed or installed on leased or licensed premises shall remain with the Lessee or Licensee during the term, and any renewals thereto, of the Agreement. Upon termination of the Agreement, said improvements shall become the property of the Airport or, at the Airport's sole option, the Airport may require the Lessee to remove said improvements and restore the property to its original condition, all at no cost to the Airport or the City of Georgetown.

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Following expiration of a Ground Lease, the land and structures thereon may be leased by the Airport under short-term Facility Leases, typically 1-5 years in duration, at market rates. These leases will be for the property and the building, with the ownership of said property and building residing with the Airport. For larger tracts, the lease rate will typically be predicated upon an appraisal done by an MAI who will set the base rate for the property and building. This information will be available to the prospective tenant.

Materials

Terminal Building: The Airport will provide structural maintenance, heat and light, but will not provide janitorial service, revamping or other day-to-day services in any tenant's leased or licensed area unless the applicable agreement specifies that the Airport shall be compensated for such services.

Airfield: The Airport will maintain all public use runways, taxiways, and aprons. Ramps and aprons leased or otherwise provided to sub-tenants or any other occupants will be maintained by the sub-tenants or occupant of any description as annotated in each respective lease.

Land and Building: Tenants may be required to provide all maintenance of land and utility services to leased or licensed land and/or buildings. The Airport shall be sole judge of the quality of maintenance and, upon written notice, may require immediate improved maintenance. If such maintenance is not performed, the Airport may perform such maintenance and invoice the costs of the maintenance to the Lessee, Licensee, or occupant. Non-payment of invoices will be grounds to terminate the agreement that allows the occupant to occupy the property or conduct the activities.

Assignments/Subletting/Sale of Stock/Sale of Facilities Constructed

The operation of any tenant on the ~~airport~~ Airport shall be for the public interest and furtherance of ~~airport~~ Airport activity. Tenants are entrusted with the duty and obligation of providing the public with the highest level of services and facilities, and it is therefore, necessary that the tenant's activities and/or operations be subject to continuing scrutiny by the Airport Manager or Designee, and that the tenant always operate in a businesslike fashion, efficiently and always with courtesy to the public and to the staff of the Airport. For these reasons, the following shall be always be required of tenants:

The Airport shall retain total control and exercise sole discretion over the assignment or any method of changing or delivering to others any of the functions to be performed by the tenant, and any such assignment shall have prior written approval by the Airport Manager or Designee.

Tenant may sublease a part of the leased area to others only after first receiving written approval from the Airport Manager.

Public Service Goals

The FAA encourages airport sponsors to establish "Minimum Standards" for providing services to the general public at an airport. The Georgetown Minimum Standards are published on the City of Georgetown website (~~http://airport.georgetown.org)~~ https://georgetowntexas.gov/transportation/georgetown_executive_airport_at_johnny_gantt_field/~~http://airport.georgetown.org)~~ and are automatically incorporated into each lease in order to ensure the level of public service is of a high quality, consistent with the goals of the Airport. Remedy clauses will be included in all lease agreements for inadequate performance, the quality of which will be determined solely by the Airport Manager or Designee.

Encumbrances

The Airport may permit a tenant to subordinate leasehold-owned improvements (NOT LAND) for financing purposes, with a mortgage approved by the Airport Manager or Designee. If such an arrangement is permitted the mortgagee may be granted the right to cure any default including the assumption of the lease. This encumbrance provision will assist private investment in financing capital improvements, protect the mortgagee's interest, and does not endanger the interest of the Airport. NOTICE: Obligations to pay rent and charges to the Airport shall not be subordinated.

Indemnification and Insurance

To the maximum extent permitted by Texas law, the tenant shall indemnify and hold harmless Georgetown Executive Airport at Johnny Gantt Field, City of Georgetown, its officers and employees and contacts from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Lessee or anyone employed or utilized by the Lessee in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This does not pertain to any incident arising from the sole negligence of the Airport.

The Tenant shall provide all insurance deemed appropriate by the Airport Manager or Designee, as determined by the City of Georgetown Safety & Risk Management Division.

Taxes

Williamson Central Appraisal District (WCAD) requires that all building owners/lessees will pay a property tax on the lease amount for the year. It is the responsibility of the lessee to pay their property tax. If your aircraft is registered under a business that is based here, there will be a tax paid. Federal, state, or local taxes not paid by Lessee or Licensee may be deemed sufficient cause to cancel or terminate the lease.

Rules and Regulations

Airport rules and regulations shall be a part of each lease. Such regulations may be amended from time-to-time by the Airport including such reasonable and uniform landing fees, rates or charges, as may from time to time be levied for airfield operational privileges and/or services provided at the

Airport. Lessee shall also comply with any and all applicable governmental statutes, rules, orders, and regulations. A violation of any Airport rule or regulation may be deemed sufficient cause for lease cancellation or termination by the Airport.

Appraisals

Appraisals may be used for determining the Fair Market Value (FMV) of the highest and best use of land and/or facilities the Airport leases. The Airport may require a prospective tenant to pay for an appraisal and may reasonably withhold approval of a proposed appraisal firm lacking demonstrated experience in airport appraisals. Once an appraisal is conducted for land and/or facilities, the Airport may apply the appraisal on other similar land and/or facilities for up to five (5) years. If five years have lapsed since an appraisal has been conducted, a new appraisal for that category may be conducted if it is determined that the prior appraisal is out of date. In lieu of appraisals the Airport may, at its option, apply airport industry standards for determining the FMV of granting privileges and leasing land and/or facilities for aviation related or airport support agreements.

Variance

Prospective tenants who cannot meet the criteria identified in this Leasing Policy may make application for variance through the Airport Manager or Designee. Upon reviewing justification for such application, the Airport will submit the request to the Georgetown Transportation Advisory Board, who may or may not recommend approval to the Georgetown City Council. The City Council may grant a variance by affirmative majority vote during one voting session. Variances are not favored and there must exist compelling reasons for the granting of any variance. The basis for the variance must always be beyond the control of the applicant for the variance. Economic hardship shall never be a valid basis upon which to grant any variance.

Zoning

All leases shall remain consistent with the Airport Master Plan, Airport Development Standards, and the Airport Layout Plan (ALP), as well as the City of Georgetown Comprehensive Land Use Plan.

Dominant Agreements

Any Lease, License or Operating Agreement with the Airport is subject to all existing agreements between the Airport and the Federal Aviation Administration (FAA), the Airport and the State of Texas, and the Airport and City of Georgetown. Leases, Licenses and SASOs are sometimes subject to FAA approval, which approval may be withdrawn. Accordingly, the Airport reserves the right to immediately terminate any lease that the FAA has found to interfere with the safe operation and maintenance of the airport, or otherwise conflict with regulations governing public-use airports. Furthermore, and during the time of war or national emergency, the Airport shall have the right to lease the landing area or any part thereof to the United States Government for military or naval or similar use, and, if such lease is executed, the provisions of this Lease insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

Other Lease Provisions

This Leasing Policy does not include all of the provisions of Airport leases.

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Second Reading - Amending Section 12.32.300 Airport Lease provision and restrictions of the Code of Ordinances

SUGGESTED ACTION:
Second Reading of an Ordinance amending Chapter 12.32, Georgetown Municipal Airport Use Regulations, Article 111 Leasing, Section12.32.300(A) of the Code of Ordinances -- Eric Johnson, Public Works Director, and Matthew Sommerfeld, Airport Manager

ITEM SUMMARY:
Amending Section 12.32.300 (A) “No leases will exceed periods of 30 years” to “No leases shall exceed the maximum duration allowed by the FAA or TxDOT. Lease duration shall be determined by the City in accordance with the Airport Leasing Policy. “

Allowing City of Georgetown to approve land leases up to maximum duration as defined by the FAA or TxDOT, at the sole discretion of the City, based on criteria set forth in the current leasing policy:

1. Make a significant initial capital investment in new construction on the property
2. Make a significant capital investment in existing leasehold improvements
3. Create (and maintain) a significant number of new jobs, at higher-than-average wages
4. Make a significant investment in the extension of public infrastructure that will benefit the Airport as a whole (i.e., roads, water, sewer, navigation aids, etc.)

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Karen Frost, Public Works

ATTACHMENTS:
Airport_Ordinance_Change_Presentation_12.32.300_for_4.14.2026.pdf
ORD_Amending_Chapter_12.32_Airport_Lease_Second_Reading_4.14.2026.pdf
ORD Amending Chapter 12.32 Airport Lease 4.14.2026 REDLINE.pdf

Proposed Ordinance Change 12.32.300 – Lease Provisions and Restrictions

March 24, 2026

GEORGETOWN
TEXAS

Airport Leasing

The FAA recommends that the lease term should be proportionate to the time needed for the tenant to amortize its investment and the situation existing on the airfield.

- The FAA publishes its Airport Compliance Manual (ACM) on requirements for airports. While the FAA doesn't approve or deny leases, language from the ACM serves as the basis for FAA enforcement of Airport lease compliance. The FAA reviews leases and their terms during airport inspections or in response to a complaint.

Current Leasing Term

The Georgetown Executive Airport currently complies with Ordinance 12.32.300-12.30.320 and the Leasing Policy approved in 2021.

- No Leases will exceed a period of 30 years (ordinance 12.32.300 Section A)
  - Current land leases are 20 years with two 5-year option periods. No new land lease development since 2020, and only two hangars have been developed in the last 16 years.
- Since 2009, the airport has leased and developed two hangars (16 years)
- Since 2023, we have received a total of 9 LOIs.
- Current hangar wait list is 387
- Different developments have different needs and provide different benefits to the airport.

Leasing Opportunities

After expiration of a land lease, the improvements revert to the City and are leased out to tenants as "Facility Leases," at prevailing market rates for both the land and improvements. (Real Estate is the airport's highest net profit among revenue sources.)

- Airport Real Estate Portfolio - Land/Facility Leases generates over $1.3M/annually.
- Airport currently has five active Letters of Intent (LOIs) from developers to build hangars ranging from T-hangars/Box hangars to corporate-style hangars, along with office spaces.
  - Could translate to hundreds of thousands of dollars per year for the next 30-50 years to the Airport through land leases and fuel sales to reinvest into the Airport
- Texas Transportation Code Sec. 22.022 says a lease may be up to, but not exceed 50 years.
- Conversion of current LOIs to land leases requires sufficient developer rate of return, which is affected by the lease duration.

Proposed Change

- Strike Section 12.32.300 (A) as written:
  - "A. No leases will exceed periods of 30 years."
- Replace with:
  - "A. No leases shall exceed the maximum duration allowed by the FAA or TxDOT. Lease duration shall be determined by the City in accordance with the Airport Leasing Policy."

Current Leasing Policy Criteria

Section III – Term of Lease (summarized)

All Leases: Each lease will be evaluated on its own merit.

Long Term Ground Leases: The Airport will consider entering into a lease with a term up to the maximum limit allowed by current City of Georgetown Ordinance, TXDOT or the FAA (the more restrictive limit applying) in those instances where a potential tenant has demonstrated to the Airport's satisfaction that they are prepared to make a significant investment in one or more of the following areas:

"a. Make a significant initial capital investment in new construction on the property.

b. Make a significant capital investment in existing leasehold improvements.

c. Create (and maintain) a significant number of new jobs, at higher-than-average wages.

d. Make a significant investment in the extension of public infrastructure that will benefit the Airport as a whole (i.e., roads, water, sewer, navigation aids, etc.)."

Caption

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTION 12.32.300 OF THE CODE OF ORDINANCES INCREASING THE MAXIMUM LEASE TERM LENGTH; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTION 12.32.300 OF THE CODE OF ORDINANCES INCREASING THE MAXIMUM LEASE TERM LENGTH; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Charter grants the City Council the authority to review and update certain chapters in the Code of Ordinances; and

WHEREAS, the Georgetown Executive Airport is a recipient of Federal Aviation Administration (FAA) grant funding; and

WHEREAS, the FAA requires grant recipients to maintain and operate their facilities safely and efficiently; and

WHEREAS, the FAA requires grant recipients to also maintain and operate their facilities in a manner that is as self-sustaining as possible; and

WHEREAS, the City Council finds that the Georgetown Executive Airport's ability to maintain and operate its facilities safely, efficiently, and in a self-sustaining manner is supported by increasing the lease term maximum length from thirty (30) years to the maximum lease length allowed by FAA and the Texas Department of Transportation.

WHEREAS, the City Council therefore finds it to be in the best interest of the Georgetown Executive Airport and the public to amend Chapter 12.32 of the Code of Ordinances a set out herein.

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. Section 12.32.300 of the Code of Ordinances is hereby amended as shown in Exhibit A.

Section 4. 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 5. 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 6. 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 ten (10) days after publication 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

Sec. 12.32.300. - Lease provision and restrictions.

The following provision/restrictions shall apply to all leased Airport property.

A. No leases shall exceed the maximum duration allowed by the FAA or TxDOT. Lease duration shall be determined by the City in accordance with the Airport Leasing Policy.
B. Any private structure or hangar not in use for aviation purposes for a period in excess of three months, or not available for rent or sublease for aviation purposes, unless so authorized by the City, must be removed after due notice is given in writing. If not removed, the City will consider such structures or hangars abandoned and title will pass to the City.
C. Leased land from which any building, hangar, or structure is removed after due notice will be cleaned and returned to good condition by the owner of said building, hangar, or structure. Portable and temporary building will not be allowed on airport grounds, unless they are necessary for construction projects.
D. Leased property on the airport may be subleased by the lessee only with approval by the Airport Manager, or the City Council if appropriate.
E. No structures may be erected beyond the building restriction line or in conflict with the approved Airport Master Plan/Airport Layout Plan.
F. All construction must be authorized by the City Council and must be a compatible standard capable of withstanding winds of 80 miles per hour, with doors open or closed.
G. All structures must comply with all applicable regulations including building codes adopted by the City of Georgetown, the City Code of Ordinances, Unified Development Code, and Airport Planned Unit Development Guidelines.
H. Storage of non-aviation vehicles or equipment in a private hangar, or conducting non-aviation business in any structure is prohibited unless approved by the Airport Manager. Under no circumstances, whether approved or not, will the City be liable for damage or destruction of any vehicles or equipment.
I. All tenants must comply with applicable requirements of the airport's Minimum Standards.
J. All commercial operations or activities of any kind which are conducted on Airport are required to comply with the approved Minimum Standards for airport operators.
K. Non-commercial leases are prohibited from being used to engage in commercial activity on Airport.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTION 12.32.300 OF THE CODE OF ORDINANCES INCREASING THE MAXIMUM LEASE TERM LENGTH; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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CITY OF GEORGETOWN, TEXAS

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Josh Schroeder, Mayor

ATTEST:

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Robyn Densmore, City Secretary

APPROVED AS TO FORM:

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C. Leased land from which any building, hangar, or structure is removed after due notice will be cleaned and returned to good condition by the owner of said building, hangar, or structure. Portable and temporary building will not be allowed on airport grounds, unless they are necessary for construction projects.

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I. All tenants must comply with applicable requirements of the airport's Minimum Standards.

J. All commercial operations or activities of any kind which are conducted on Airport are required to comply with the approved Minimum Standards for airport operators.

K. Non-commercial leases are prohibited from being used to engage in commercial activity on Airport.

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Second Reading - 2025-10-REZ - 601 S Church Street

SUGGESTED ACTION:
Second Reading of an Ordinance for a Zoning Map Amendment to rezone, .1652 Acres of Lot 8, Block 11, Glasscock Addition, from the Residential single family zoning district to the Mixed-Use Downtown zoning district, for the property generally located at 601 S. Church Street (2025-10-REZ) -- Allyson Iiams, Preservation & Redevelopment Program Manager

ITEM SUMMARY:

Overview of Applicant's Request:

The applicant is requesting approval of a zoning map amendment (rezoning) to rezone the subject property from the Residential single family zoning district and Old Town Historic Overlay District to the Mixed-Use Downtown zoning district and Downtown Historic Overlay District, for the property generally located at 601 S. Church Street.

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 3 of the 5 criteria established in UDC Section 3.06.030 for a Zoning Map Amendment and meets 3 of the 5 criteria established in UDC Section 3.6.060 for the adoption of a Historic Overlay District, as outlined in the attached Staff Report.

Public Comments:

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 (38 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (February 11, 2026) and 2 signs were posted on-site. To date, staff has received 9 written comments in favor, and 3 in opposition to the request.

Historic and Architectural Review Commission Recommendation:
At their February 26 meeting, the Historic and Architectural Review Commission recommended approval (5-0) of the request.

Planning and Zoning Commission Recommendation:

At their March 3 meeting, the Planning and Zoning Commission recommended approval (5-2) of the request.

City Council First Reading:

At their March 24 meeting, the City Council approved with conditions (6-0) First Reading of the Ordinance for the proposed request, (with the following conditions: that the property remain in the Old Town Historic Overlay District.)

FINANCIAL IMPACT:

None. The applicant has paid the required application fees.

SUBMITTED BY:
Haley Webre, Planning Department

ATTACHMENTS:
2025-10-REZ Council Staff Report.pdf
2025-10-REZ Council Staff Presentation.pdf
Exhibit 1 - Location Map.pdf
Exhibit 2 - Historic Resource Survey.pdf
Exhibit 3 - Future Land Use Map.pdf
Exhibit 4 - Zoning Map.pdf
Exhibit 5 - Approval Criteria.pdf
Exhibit 6 - Letter of Intent.pdf
Exhibit 7 - Public Comments.pdf
Ordinance with Exhibits.pdf

City Council
Planning Department Staff Report

Report Date: **March 24, 2026**
Case Number: **2025-10-REZ**
Project Planner: Allyson Iiams, Preservation & Redevelopment Program Manager

Item Details

Project Name: 601 S. Church Street
Project Location: 601 S. Church Street, within City Council district No. 6.
Total Acreage: .16 Acres
Legal Description: .1652 Acres out of Lot 8, Block 11, Glasscock Addition

Applicant: Matkin Hoover c/o Ryan Egan
Property Owner: Michael Seago

Request: Zoning Map Amendment to rezone the subject property from the Residential Single Family zoning district and Old Town Historic Overlay District to the Mixed-Use Downtown zoning district and Downtown Historic Overlay District.

Case History: This is the first public hearing of this request.



Overview of Applicant's Request

Location:
The subject property is located at the southeast corner of S. Church Street and W. 6th Street. The property is located in the Old Town Overlay, on the western edge of Downtown Area 1.

Physical and Natural Features:
The subject property is .16 Acres and is improved with two Medium Priority Historic Resources. The Historic Resources Survey estimates that the primary structure was constructed in 1880 and that the secondary structure was constructed in 1930.

Future Land Use and Zoning Designations:
The subject property has a Mixed Density Neighborhood Future Land Use designation and is currently zoned Residential Single Family (RS). It is also located within the Old Town Historic Overlay zoning district.

There are three land use policies of the 2030 Plan relevant to the review of the requested rezoning based on the site's Future Land Use designation, the location of the subject property, the existing improvements on the property, and features of the surrounding area. They are included in their entirety below, with the related key points underlined for emphasis. The applicability of each policy is explained in detail in the approval criteria section of this report.

- LU.1 Encourage a balanced mix of residential, commercial, and employment uses at varying densities and intensities to reflect a gradual transition from urban to suburban to rural development.
- LU.4 Encourage redevelopment in target areas
- LU.6 Continue to promote diversification of uses while strengthening the historic character and supporting the existing historic neighborhoods.

Surrounding Properties:
The subject property is located along the boundary line between the Downtown and Old Town historic zoning overlay districts, within the Old Town Overlay district. Surrounding properties include single-family detached structures on the north, east, and west sides of the property, and office to the south of the property.

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	Residential Single Family (RS)	Mixed Density Neighborhood	Single-family, Detached
East	Residential Single Family (RS)	Mixed Density Neighborhood	Single-family, Detached
South	Mixed Use Downtown (MU-DT)	Special Area	Office
West	Mixed Use Downtown (MU-DT)	Special Area	Single-family, Detached (Short term rental)



Property History:
This is the first development application for the subject property.

Comprehensive Plan Guidance

Future Land Use Map:
Mixed-Density Neighborhood (MDN)
This category includes a range of single-family and medium-density housing types. Medium-density housing options are consistent with and complementary to the traditional single-family neighborhood with an emphasis on connectivity. This future land use area supports a variety of different housing types in a compact network of complete, walkable streets that are easy to navigate by car, bike or on foot with access to neighborhood amenities including schools and parks (see Objective 2.3 of the Parks and Recreation Master Plan). Development standards for medium-density housing and any nonresidential uses are in place to ensure compatibility through increased setbacks for taller buildings, architectural designs that are consistent with the neighborhood, location of more intense uses and development nearer to the edge of developments, and enhanced landscaping. Additionally, any non-residential uses are located primarily at arterials and other major roadway intersections and include appropriate buffering and pedestrian elements to support the surrounding residents.

DUA: 5.0 minimum

Target Ratio: 25% detached residential (5-7 units)

45% moderate density residential (townhomes, duplexes, cottage court)

30% non-residential

Primary Use: Variety of single-family home types (detached, duplex, townhome), small lot single-family detached homes, townhomes, and duplexes

Secondary Uses: Limited neighborhood-serving retail and service uses, office, civic, institutional, parks, and open space

The Mixed-Density Neighborhood designation has been applied to the majority of the Old Town Overlay District because this historic residential area has a mix of home types and limited, neighborhood-scale commercial development, although the primary residential type is single-family homes. Commercial areas, churches, and school campuses – which have a different designation as

Institutional – are primarily located along major roadways such as University Avenue and Austin Avenue, although they may also be located in transition areas, such as the transition from the Old Town Overlay District to the Downtown Overlay District. The Future Land Use Map's Mixed-Density Neighborhood in which the subject property is located comprises approximately 657 acres of primarily residential use, with a relatively small percentage of commercial uses relative to the target ratio of 80% residential and 20% nonresidential. As the subject property's size is approximately .16 acres, however, the proposed zoning change's impact to the target ratio is minimal – less than one hundredth of a percent.

Other Master Plans:

Downtown Master Plan

The City of Georgetown has updated and adopted its Downtown Master Plan as of May 28, 2024. This strategic document aims to guide the city's decisions, programming, and reinvestment efforts over the next decade, focusing on preserving Georgetown's unique character amidst ongoing growth and development.

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. A Utility Evaluation may be required at time of Site Development Plan to determine capacity and any necessary utility improvements.

Transportation

The subject property is located directly adjacent to the urban core of downtown, which provides a high level of street and pedestrian infrastructure connectivity. The property fronts on S. Church Street, which is a Local Street, between E. 7th Street, which is a Minor Collector, and E. 6th Street, which is a Local Road.

S. 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 Fee (TIF) will be assessed and required at the Site Development Plan, should the property redevelop, per the average daily trips generated by development based upon the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. 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

Downtown Overlay District

The City of Georgetown recognizes that as a matter of public policy the protection, enhancement, and perpetuation of landmarks and districts of historical and cultural importance and significance is

necessary to promote the economic, cultural, educational, and general welfare of the public. Historic overlay districts are created to:

- Protect and enhance the landmarks and districts which represent distinctive elements of Georgetown's historic, architectural, and cultural heritage;
- Foster civic pride in the accomplishments of the past;
- Protect and enhance Georgetown's attractiveness to visitors and the support and stimulus to the economy thereby provided;
- Insure the harmonious, orderly, and efficient growth and development of the city that is sensitive to its historic resources;
- Promote economic prosperity and welfare of the community by encouraging the most appropriate use of historic properties within the city; and
- Encourage stabilization, restoration, and improvements of such properties and their values by offering incentives for rehabilitation and preservation.

Approval Criteria

Staff has reviewed the proposed rezoning request and has found that it complies with the criteria established in UDC Section 3.06.060 for the adoption of a Historic Overlay District, as outlined below:

HISTORIC OVERLAY DISTRICT APPROVAL CRITERIA	
1. Character, interest, or value of the structures, sites or area because of their unique role in the development, heritage or cultural characteristics of the City, County, State or Nation.	**Complies**
2. Occurrence of a notable historical event at the structures, sites or area.	**Does Not Comply**
3. Identification of the structures, sites, or area with a person or persons who contributed notably to the culture and development of the City, County, State, or Nation.	**Complies**
4. Embodiment in multiple buildings in a site, or area under consideration of distinctive elements of architectural design, detail material, or craftsmanship related to a uniqueness to the area, or the related distinctiveness of a craftsman, master builder or architect, or a style or innovation, including but not limited to: a. Scale of buildings and structures typical of the area; b. Architectural style of the buildings and structures; c. Architectural period of the buildings and structures; d. Building materials typical of the area; e. Colors and textures used in the buildings and structures typical of the area; f. Typical relationships of buildings in the area to the street; g. Setbacks and other physical patterns of buildings in the area; h. Typical patterns of rooflines of buildings in the area; or i. Typical patterns of porch and entrance treatments of buildings in the area.	**Complies**
5. Archaeological value in the sense that the structures, sites, or area have produced or can be expected to yield, based on physical evidence, information affecting knowledge of historic or prehistory.	**Does Not Comply**

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**
2. The zoning change is consistent with the Comprehensive Plan.	**Partially Complies**
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**
4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	**Partially Complies**
5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.	**Complies**

Meetings Schedule

February 26, 2026 – Historic and Architectural Review Commission
March 3, 2026 – Planning and Zoning Commission
March 24, 2026 – City Council First Reading of the Ordinance
April 14, 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 (38 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (February 11, 2026) and 2 signs were posted on-site. To date, staff has received 9 written comments in favor, and 3 in opposition to the request (Exhibit 6).

Attachments

Exhibit 1 – Location Map
Exhibit 2 – Historic Resource Survey
Exhibit 3 – Future Land Use Map
Exhibit 4 – Zoning Map
Exhibit 5 – Approval Criteria
Exhibit 6 – Letter of Intent
Exhibit 7 – Public Comments

601 S Church Street
2025-10-REZ

April 14, 2026 | City Council

Item Under Consideration

2025-10-REZ

- Public Hearing and first reading of an Ordinance on a request for a Zoning Map Amendment to rezone, .1652 Acres of Lot 8, Block 11, Glasscock Addition, from the Residential single family zoning district to the Mixed-Use Downtown zoning, for the property generally located at 601 S. Church Street (2025-10-REZ) -- Allyson Iiams, Preservation & Redevelopment Program Manager

UDC Direction

HARC

- Responsible for making a recommendation to City Council on the rezoning of the property from the Old Town to Downtown Overlay

P&Z

- Responsible for making a recommendation to City Council on the rezoning of the property from the Residential Single Family zoning district to the Mixed-Use Downtown zoning district


Single Family, Detached
609 S. Church (recently rezoned)
Golden Rule Restaurant
Williamson County Courthouse
W 5TH ST
E 5TH ST
W 6TH ST
E 6TH ST
S AUSTIN AVE
S MAIN ST
S CHURCH ST
ASH ST
ELM ST
E 7TH ST
E 8TH ST
GEORGETOWN
TEXAS
more than welcome
Aerial
2025-10-REZ
Site
N
0
100
200
Feet

Current Context



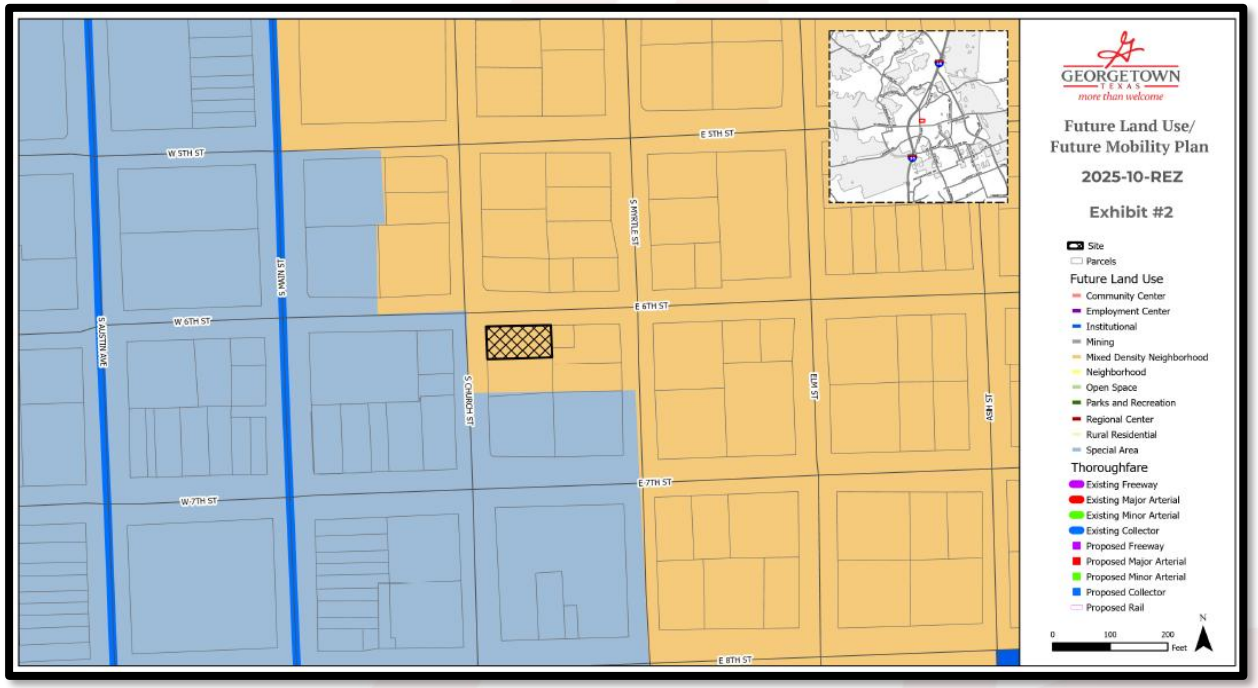




Zoning and Future Land Use Map



Downtown Overlay Boundary



Comprehensive Plan Guidance

Land Use Policies:

- *Policy LU.6: Continue to promote diversification of uses while strengthening the historic character and supporting the existing historic neighborhoods.*
- *Policy LU.4: Encourage redevelopment in target areas*
- *Policy LU.1 Encourage a balanced mix of residential, commercial, and employment uses at varying densities and intensities to reflect a gradual transition from urban to suburban to rural development.*



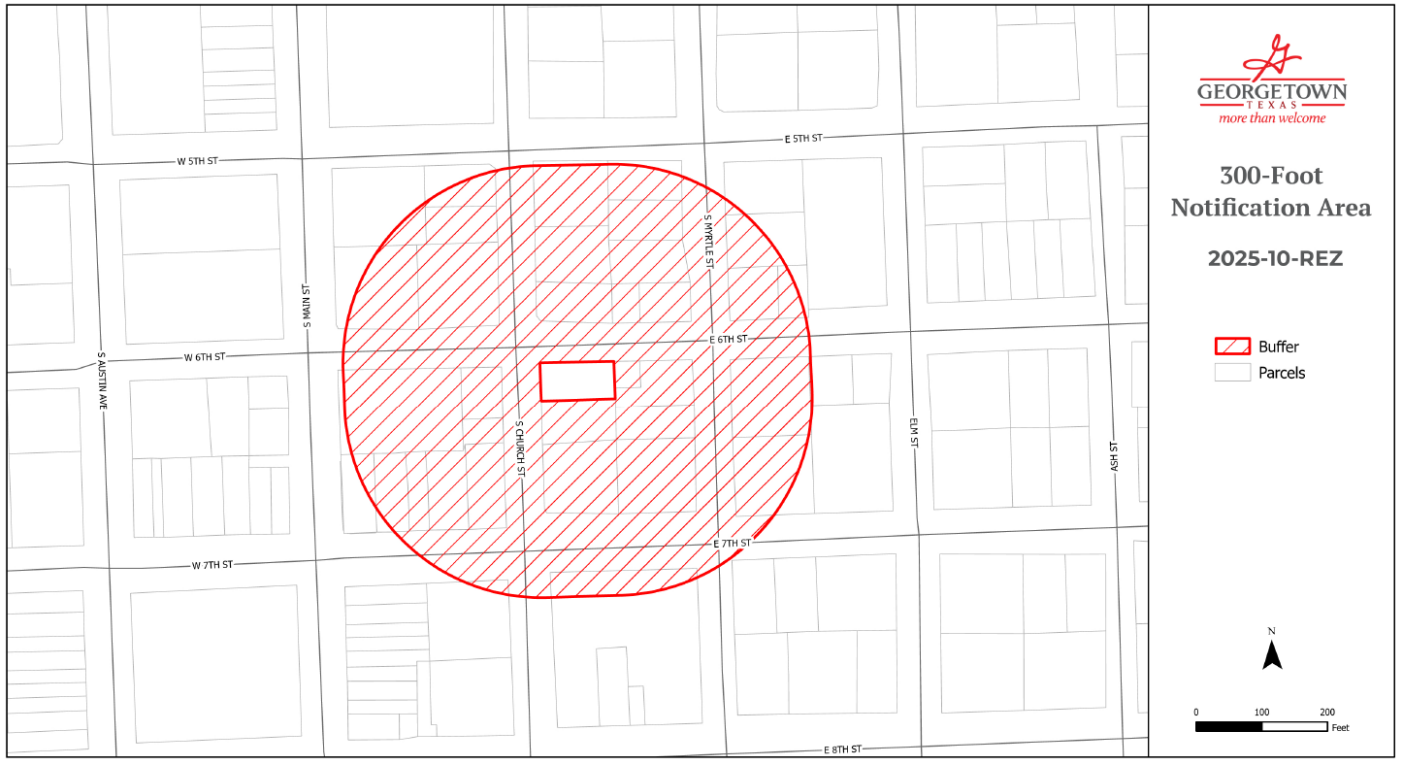
- **DUA:** 5.0 minimum
- **Target Ratio:** 25% detached residential (5-7 DUA), 45% Moderate density residential (townhomes, duplexes, cottage court), 30% nonresidential
- **Primary Use:** Variety of single-family home types (detached, duplex, townhome), small lot single-family detached homes
- **Secondary Uses:** Limited neighborhood-serving retail and service uses, office, institutional, civic, parks, and open space

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		
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		

Public Notifications

- 38 property owners within the 300' buffer
- Notice in Sun News on February 11, 2026
- 2 sign posted on the property
- To date, staff has received:
  - 9 written comments IN FAVOR
  - 3 written comments OPPOSED



Case History

February 26, 2026 - Historic and Architecture Review Commission

- Recommendation of approval of the request to rezone the property from the Old Town Historic Overlay District to the Downtown Historic Overlay District, (5-0).

March 3, 2026 - Planning & Zoning Commission Action

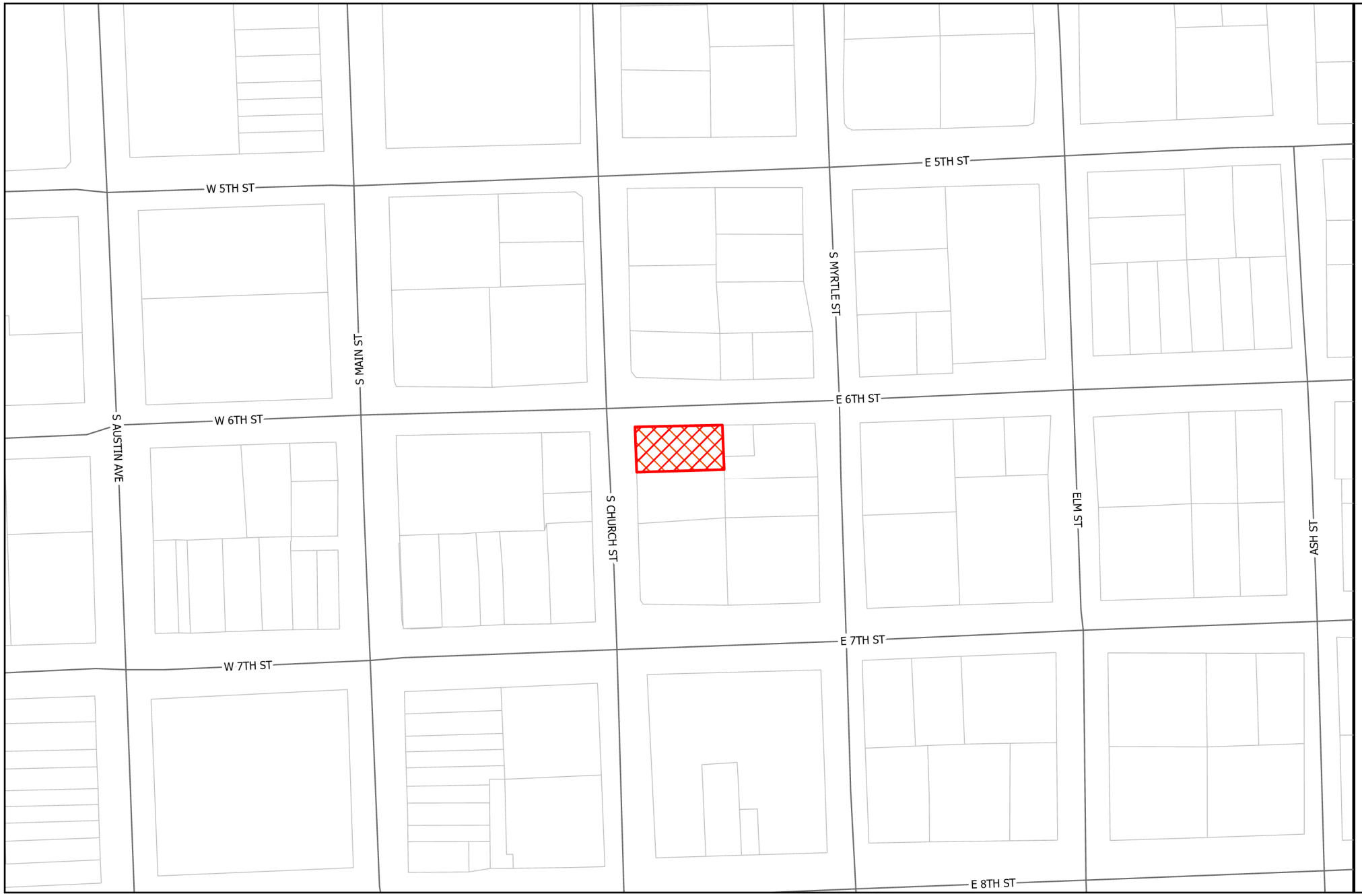
- Recommendation of approval of the request to rezone the property from the Residential Single Family zoning district to the Mixed-Use Downtown zoning district, (5-2)

City Council Action on First Meeting

- At their March 24, 2026 meeting, the City Council approved the request to rezone from the Residential Single Family zoning district to the Mixed-Use Downtown zoning district. (6-0)

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 .1652 ACRES OUT OF LOT 8, BLOCK 11, GLASSCOCK ADDITION, GENERALLY LOCATED AT 601 SOUTH CHURCH STREET, FROM RESIDENTIAL SINGLE FAMILY ZONING DISTRICT TO THE MIXED USE DOWNTOWN ZONING DISTRICT; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.



GEORGETOWN
TEXAS
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Location

2025-10-REZ

Exhibit #1

Site
Parcels

N

0 100 200
Feet

Properties Documented with the THC Form in 2007 and/or 1984 That Have Not Changed Preservation Priority

Address: 601 S Church St
City: Georgetown
County: Williamson
2016 Survey ID: 124248 A
2016 Preservation Priority: Medium
Local District: Old Town District

SECTION 1

Basic Inventory Information

Property Type: ☑ Building ☐ Structure ☐ Object ☐ Site ☐ District WCAD ID: R042454

Construction Date: 1880 ☐ Actual ☑ Estimated Source: 2007 survey

Latitude: 30.638161 Longitude -97.675853

Current/Historic Name None/None

Stylistic Influence(s)* ☑ None Selected

☐ Log traditional	☐ Shingle	☐ Gothic Revival	☐ Pueblo Revival	☐ International
☐ Greek Revival	☐ Romanesque Revival	☐ Tudor Revival	☐ Spanish Colonial	☐ Post-war Modern
☐ Italianate	☐ Folk Victorian	☐ Neo-Classical	☐ Prairie	☐ Ranch
☐ Second Empire	☐ Colonial Revival	☐ Beaux Arts	☐ Craftsman	☐ Commercial Style
☐ Eastlake	☐ Renaissance Revival	☐ Mission	☐ Art Deco	☐ No Style
☐ Queen Anne	☐ Exotic Revival	☐ Monterey	☐ Moderne	☐ Other:

Plan*

☐ L-plan ☐ T-plan ☐ Modified L-plan ☐ 2-room ☐ Open ☑ Center Passage ☐ Bungalow ☐ Shotgun
☐ Irregular ☐ Four Square ☐ Rectangular ☐ None Selected ☐ Other:

Priority: **2016 Survey**	ID: 124248 A	☐ High	☑ Medium	☐ Low
Explain: Despite some alterations, property is significant and contributes to neighborhood character				
2007 Survey	ID: 830	☐ High	☑ Medium	☐ Low
1984 Survey	ID: 539	☑ High	☐ Medium	☐ Low

General Notes: (Notes from 2007 Survey: porch, siding, windows and door replaced with vinyl)

Recorded by: CMEC Date Recorded 3/2/2016

*Photographs and Preservation Priority have been updated in 2016, and the year built date has also been reviewed. However, the plan and style data are sourced directly from the 2007 survey.



Photo direction: East

Note: See additional photo(s) on following page(s)

TEXAS HISTORICAL COMMISSION

HISTORIC RESOURCES SURVEY FORM

Address:	601 S Church St	2016 Survey ID:	124248 B
City	Georgetown	2016 Preservation Priority:	Medium
County	Williamson	Local District:	Old Town District

SECTION 1

Basic Inventory Information

Owner/Address SEAGO, MICHAEL LEE, 601 S ELM ST, , GEORGETOWN,TX 78626

Current/Historic Name: None/None

Latitude: 30.638219 Longitude -97.675624

Legal Description (Lot/Block): GLASSCOCK ADDITION, BLOCK 11, LOT 8, ACRES .1652 WCAD ID: R042454

Addition/Subdivision: S3677 - Glasscock Addition

Property Type: ☑ Building ☐ Structure ☐ Object ☐ Site ☐ District

Current Designations:

☐ NR District (Is property contributing? ☐ Yes ☐ No)

☐ NHL ☐ NR ☐ RTHL ☐ OTHM ☐ HTC ☐ SAL ☑ Local: Old Town District ☐ Other

Architect: Builder:

Construction Date: 1930 ☑ Actual ☐ Estimated Source: WCAD

Function

Current Use: ☐ Agriculture ☐ Commerce/trade ☐ Defense ☑ Domestic ☐ Educational ☐ Government ☐ Healthcare ☐ Industry/processing ☐ Recreation/culture ☐ Religious ☐ Social ☐ Vacant ☐ Other:

Historic Use: ☐ Agriculture ☐ Commerce/trade ☐ Defense ☑ Domestic ☐ Educational ☐ Government ☐ Healthcare ☐ Industry/processing ☐ Recreation/culture ☐ Religious ☐ Social ☐ Vacant ☐ Other:

Recorded by: CMEC Date Recorded 3/2/2016



Photo direction: Southeast

Note: See additional photo(s) on page 4

TEXAS HISTORICAL COMMISSION

HISTORIC RESOURCES SURVEY FORM

Address: 601 S Church St
City: Georgetown
County: Williamson
2016 Survey ID: 124248 B
2016 Preservation Priority: Medium
Local District: Old Town District

SECTION 2

Architectural Description

General Architectural Description:
One-story ancillary dwelling unit with a rectangular plan and a side-gabled roof with exposed rafter tails. It is clad in board-and-batten, and has a projecting entry stoop with a shed roof canopy and a single front door.

☑ Additions, modifications: Windows replaced, door replaced, porch rails added, shed roof canopy supports replaced, present barn door replaced a window, faux hay loft opening added, roof material replaced (per comparison with 1984 survey photo)

☐ Relocated

Stylistic Influence(s)

☐ Log traditional	☐ Shingle	☐ Gothic Revival	☐ Pueblo Revival	☐ International
☐ Greek Revival	☐ Romanesque Revival	☐ Tudor Revival	☐ Spanish Colonial	☐ Post-war Modern
☐ Italianate	☐ Folk Victorian	☐ Neo-Classical	☐ Prairie	☐ Ranch
☐ Second Empire	☐ Colonial Revival	☐ Beaux Arts	☐ Craftsman	☐ Commercial Style
☐ Eastlake	☐ Renaissance Revival	☐ Mission	☐ Art Deco	☑ No Style
☐ Queen Anne	☐ Exotic Revival	☐ Monterey	☐ Moderne	☐ Other:

Structural Details

Roof Form
☑ Gable ☐ Hipped ☐ Gambrel ☐ Shed ☐ Flat w/parapet ☐ Mansard ☐ Pyramid ☐ Other:

Roof Materials
☐ Wood shingles ☐ Tile ☐ Composition shingles ☑ Metal ☐ Asphalt ☐ Other:

Wall Materials
☐ Brick ☐ Stucco ☐ Stone ☐ Wood shingles ☐ Log ☐ Terra Cotta ☐ Concrete
☐ Metal ☐ Wood Siding ☐ Siding: Other ☐ Glass ☐ Asbestos ☐ Vinyl ☑ Other: Wood Siding: Board-and-Batter

Windows
☐ Fixed ☐ Wood sash ☑ Double hung ☐ Casement ☐ Metal sash ☐ Decorative Screenwork ☑ Other: Vinyl

Doors (Primary Entrance)
☑ Single door ☐ Double door ☐ With transom ☐ With sidelights ☐ Other:

Plan
☐ L-plan ☐ T-plan ☐ Modified L-plan ☐ 2-room ☐ Open ☐ Center Passage ☐ Bungalow ☐ Shotgun
☐ Irregular ☐ Four Square ☑ Rectangular ☐ Other

Chimneys
Specify # 0
☐ Interior ☐ Exterior ☑ None
☐ Brick ☐ Stone ☐ Stucco ☐ Corbelled Caps ☐ Other

PORCHES/CANOPIES
Form: ☑ Shed Roof ☐ Flat Roof ☐ Hipped Roof ☐ Gabled Roof ☐ Inset ☐ None ☐ Other

Support ☐ Wood posts (plain) ☐ Wood posts (turned) ☐ Masonry pier ☐ Fabricated metal
☐ Box columns ☐ Classical columns ☐ Tapered box supports ☐ Suspension cables ☑ None
☐ Suspension rods ☐ Spindlework ☐ Jigsaw trim ☐ Other:

Materials: ☐ Metal ☑ Wood ☐ Fabric ☐ Other:

# of stories: 1 Basement: ☐ None ☐ Partial ☐ Full ☑ Unknown

Ancillary Buildings
Garage Barn Shed Other:

Landscape/Site Features
☐ Sidewalks ☐ Terracing ☐ Drives ☐ Well/cistern ☐ Gardens ☐ Other
☐ Stone ☐ Wood ☐ Concrete ☐ Brick ☐ Other materials:

Landscape Notes:

TEXAS HISTORICAL COMMISSION

HISTORIC RESOURCES SURVEY FORM

Address:	601 S Church St	2016 Survey ID:	124248 B
City	Georgetown	2016 Preservation Priority:	Medium
County	Williamson	Local District:	Old Town District

SECTION 3

Historical Information

Associated Historical Context:

☐ Commerce	☐ Communication	☐ Agriculture	☐ Architecture	☐ Arts
☐ Immigration/Settlement	☐ Law/Government	☐ Education	☐ Exploration	☐ Health
☐ Religion/Spirituality	☐ Science/Technology	☐ Military	☐ Natural Resources	☐ Planning/Development
		☐ Social/Cultural	☐ Transportation	☐ Other

Applicable National Register (NR) Criteria:

- ☐ A — Associated with events that have made a significant contribution to the broad pattern of our history
- ☐ B — Associated with the lives of persons significant in our past
- ☐ C — Embodies the distinctive characteristics of a type, period or method of construction or represents the work of a master, or possesses high artistic value, or represents a significant and distinguishable entity whose components lack individual distinctions
- ☐ D — Has yielded, or is likely to yield, information important in prehistory or history

Areas of Significance:

Periods of Significance:

Level of Significance: ☐ National ☐ State ☐ Local

Integrity: ☑ Location ☑ Design ☐ Materials ☐ Workmanship ☑ Setting ☐ Feeling ☑ Association

Integrity notes: See Section 2

Individually Eligible? ☐ Yes ☑ No ☐ Undetermined

Within Potential NR District? ☐ Yes ☐ No ☐ Undetermined

Is Property Contributing? ☐ Yes ☐ No ☐ Undetermined

Priority: ☐ High ☑ Medium ☐ Low Explain: Despite some alterations, property is significant and contributes to neighborhood character

Other Info:

Is prior documentation available for this resource? ☐ Yes ☑ No ☐ Not known **Type:** ☐ HABS ☐ Survey ☐ Other

Documentation details: 2007 ID: Not Recorded; 1984 ID: 539; 2007 Survey Priority: Not Recorded; 1984 Survey Priority: Not Recorded

General Notes: Building photo-documented in 1984 as a residential outbuilding of 1984 Site 539 but no priority was assigned

Questions?

Contact Survey Coordinator
History Programs Division, Texas Historical Commission
512/463-5853
history@thc.state.tx.us

TEXAS HISTORICAL COMMISSION
real places telling real stories

HISTORIC RESOURCES SURVEY FORM

Address:	601 S Church St	2016 Survey ID:	124248 B
City	Georgetown	2016 Preservation Priority:	Medium
County	Williamson	Local District:	Old Town District

Additional Photos

Photo Direction South



Properties Documented with the THC Form in 2007 and/or 1984 That Have Not Changed Preservation Priority

Address:	601 S Church St	2016 Survey ID:	124248 A
City	Georgetown	2016 Preservation Priority:	Medium
County	Williamson	Local District:	Old Town District

Additional Photos

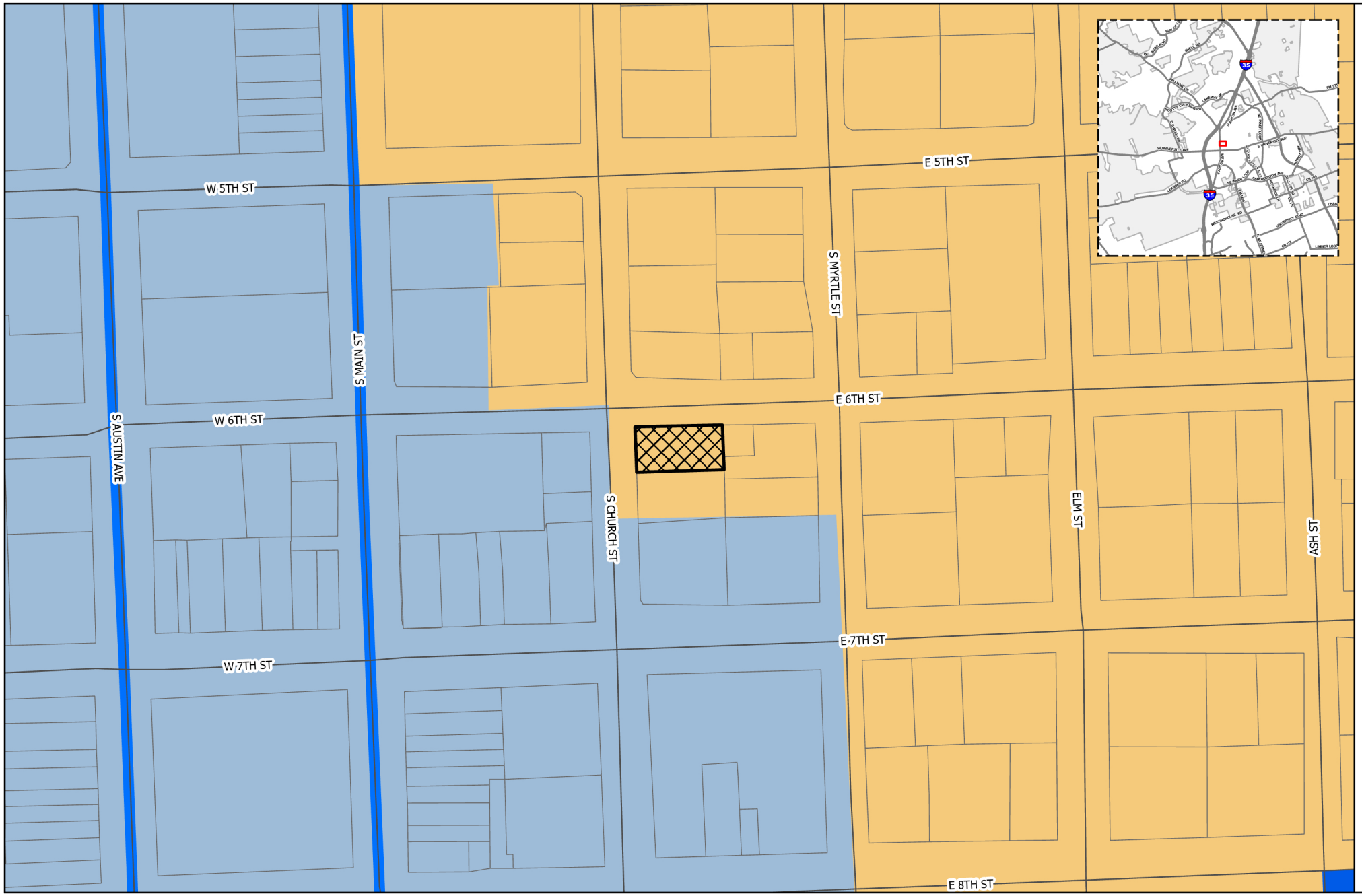
Photo Direction Southeast



Photo Direction Southeast

Abcillary





GEORGETOWN TEXAS
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Future Land Use/ Future Mobility Plan

2025-10-REZ

Exhibit #2

- Site
- Parcels

Future Land Use

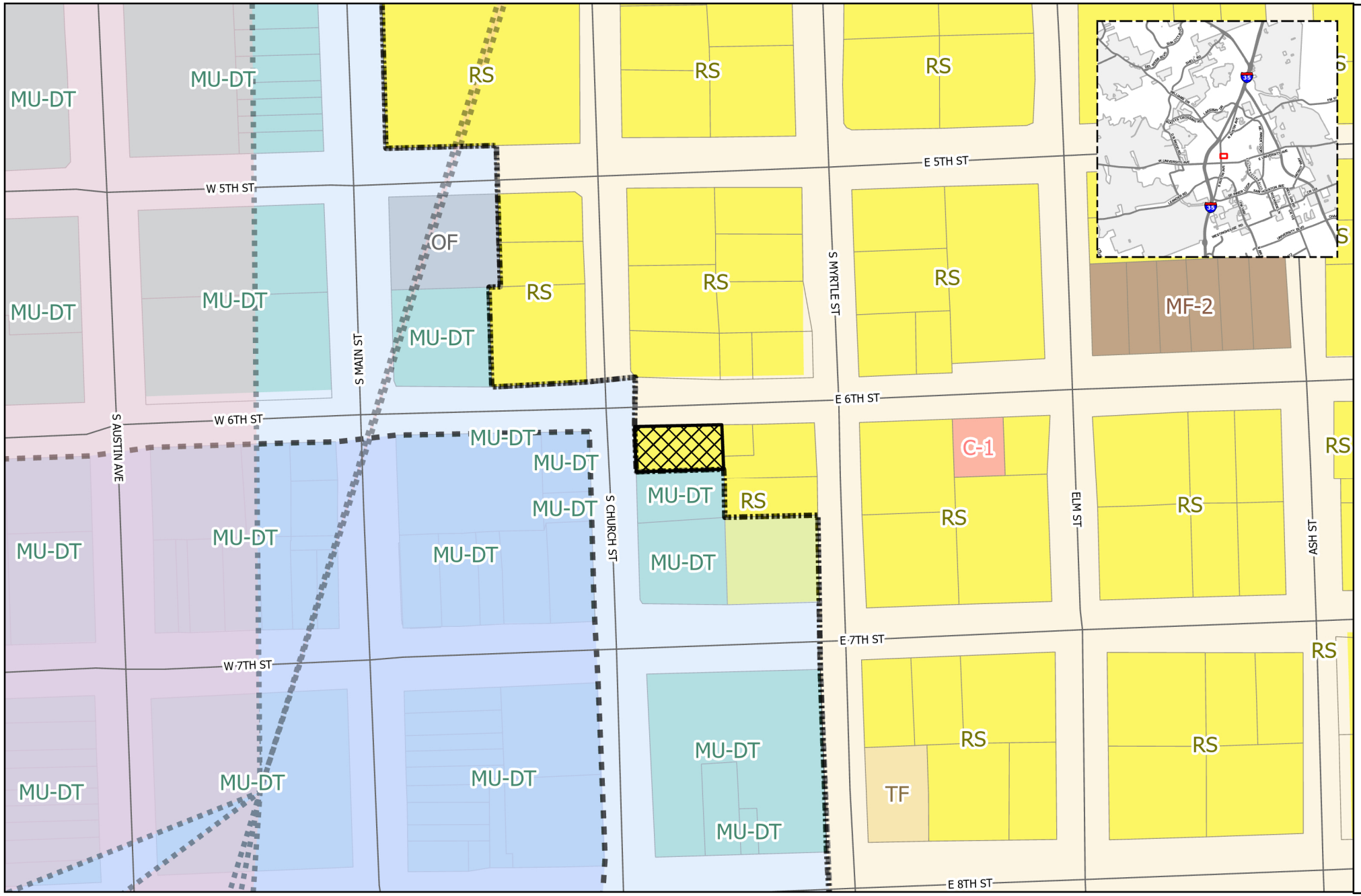
- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area

Thoroughfare

- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail

N

0 100 200 Feet



GEORGETOWN TEXAS
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Zoning

2025-10-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

Approval Criteria

Planning Department Staff Report

Report Date: **March 24, 2026**
Case Number: 2025-10-REZ
Project Planner: Allyson Iiams, Preservation & Redevelopment Program Manager

Approval Criteria

Staff has reviewed the proposed rezoning request and has found that it complies with the criteria established in UDC Section 3.06.060 for the adoption of a Historic Overlay District, as outlined below:

HISTORIC OVERLAY DISTRICT APPROVAL CRITERIA	
1. Character, interest, or value of the structures, sites or area because of their unique role in the development, heritage or cultural characteristics of the City, County, State or Nation.	**Complies**
The subject property is located directly east of the Downtown Square, and directly north of the Downtown Area 2 boundary. The subject property is characteristic of twentieth century vernacular architecture, with its bungalow plan and Craftsman style influences. The structure has a side gable roof and horizontal wooden siding. These features are all characteristic of twentieth century construction in Georgetown.	
2. Occurrence of a notable historical event at the structures, sites or area.	**Does Not Comply**
Upon the review of resource survey data and historical newspaper archives, it was determined that the subject property is not known to have had the occurrence of a notable historical event.	
3. Identification of the structures, sites, or area with a person or persons who contributed notably to the culture and development of the City, County, State, or Nation.	**Complies**
According to the Williamson County Appraisal District records, Block 11 of the Glasscock Addition was purchased by Levi Pennington in 1877. Levi Pennington was the county clerk for 20 years, and elected as Chief Patriarch of Hubbard Encampment for the Odd Fellows. His daughter, Mattie Rouser inherited the land after his death. Mattie Rouser, who built 700 S. Austin Avenue, which is the current home to Quenans Jewelers on the Square. Mattie also played an important role in Georgetown's war efforts during World War I. According to Williamson County Public Records, the subject property was purchased by George L. Rouser in 1944. George L. Rouser Sr. and George L. Rouser Jr. owned the subject property until 1948. George L. Rouser Jr. was the grandson of George L. Rouser Jr. was a graduate of Georgetown High School and Southwestern University, where he received his Bachelor of Science. During World War II, George was one of the scientists involved in the development of the atomic bomb as part of the Manhattan Project. The Pennington-Rouser family contributed to the early history of Georgetown in many ways and played an important role in the development of the City and Nation through their	

HISTORIC OVERLAY DISTRICT APPROVAL CRITERIA	
contributions to the efforts in World Wars I and II, and their role in developing the Georgetown Square.	
4. Embodiment in multiple buildings in a site, or area under consideration of distinctive elements of architectural design, detail material, or craftsmanship related to a uniqueness to the area, or the related distinctiveness of a craftsman, master builder or architect, or a style or innovation, including but not limited to: **a. Scale of buildings and structures typical of the area;** **b. Architectural style of the buildings and structures;** **c. Architectural period of the buildings and structures;** **d. Building materials typical of the area;** **e. Colors and textures used in the buildings and structures typical of the area;** **f. Typical relationships of buildings in the area to the street;** **g. Setbacks and other physical patterns of buildings in the area;** **h. Typical patterns of rooflines of buildings in the area; or** **i. Typical patterns of porch and entrance treatments of buildings in the area.**	**Complies**
5. Archaeological value in the sense that the structures, sites, or area have produced or can be expected to yield, based on physical evidence, information affecting knowledge of historic or prehistory.	**Does Not Comply**
The subject property is not anticipated to yield archaeological value.	

In summary, the request to include the subject property within the Downtown Overlay District is generally consistent with the approval criteria for a historic overlay district, complying with three of the five criteria for approval. The structure is significant because of its architectural design and materials, and for its association with notable Georgetown residents, George L. Rouser, Levi Pennington, and Mattie Rouser. By continuing the subject property's inclusion in the Downtown Overlay district, the Design Guidelines and Certificate of Appropriateness application review process will remain in place to protect the structure and provide guidance for any proposed future exterior changes to the property.

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	**Complies**

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
the application is sufficient and correct enough to allow adequate review and final action.	
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 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.	**Partially Complies**
The subject property has historically been used as a single-family residence, and with a zoning change to Mixed-Use Downtown (MU-DT), the subject property could retain that use, as well as convert to other commercial uses such as office, personal services or retail that would be consistent and compatible with surrounding properties and what is envisioned for this area. The future land use designation of Mixed Density Neighborhood allows for commercial uses at a neighborhood scale, with neighborhood-serving retail, office, institutional and civic uses being similar in intensity to the proposed use of personal services and retail. Many of the uses permitted in the MU-DT zoning district including artisan studio/gallery, personal services and library or museum are compatible with the site and location, with more intense uses like hotels, bars, event facilities and multifamily requiring approval of a Special Use Permit (SUP). The SUP process allows for an evaluation of the scale of more intense uses, including proposed site and building alterations related to the proposed use, to ensure a proper transition of uses is maintained to minimize the impact these uses may have on the adjacent residential neighborhood. The Mixed Density Neighborhood designation has a target ratio of 80% residential and 20% commercial. Although the size (.16 Acres) of the subject property does not make a significant change to the ratio, the proposed zoning change is within the established target ratio. Rezoning the subject property is supported by Land Use Policy LU.6: "Continue to promote diversification of uses while strengthening the historic character and supporting the existing historic neighborhoods." This policy continues with guidance that includes, "Uses appropriate in historic neighborhoods may include commercial and other neighborhood supporting development built at a scale and intensity that complements the character of neighborhoods identified as historic resources." Although the subject property originally developed as a single-family residence and continued as such for well over a century, the area around it has changed from primarily residential to a mix of residential and commercial, especially within the Church Street area.	

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
The subject property is situated within a transition area of both future land use designations and zoning districts, both of which support neighborhood-scale commercial uses and structures within the transition area. The subject property and adjacent property to the south have historically been used and zoned as residential, although surrounding residential uses and zoning have slowly converted to commercial uses on the edges of Downtown Area 2 and repurposed some of the residential structures for commercial activity. This transition activity has occurred along the outer edge of Downtown Area 2. Transition areas between the Mixed Use Downtown and Residential Single Family zoning must balance historic and current land uses with the built form, which is often historic residential structures and sites. While the desired land uses available with the MU-DT zoning are generally in line with what is envisioned for this area, MU-DT allows for more intense uses than one might typically want to see in a transition from intense uses to a single-family residential neighborhood. Also, the character identified for MU-DT and expressed through 0' setbacks and a 40' maximum building height allows for an urban form that is greater in scale and mass than you would typically want to see next to a residential neighborhood, particularly the Old Town Overlay District, which limits height at the setbacks to 15' and where setback requirements can be as much as 25'. Having a less intense zoning district such as the Office (OF) or Commercial Neighborhood (CN) districts may be more appropriate in allowing the desired land use (neighborhood-serving commercial), but at a mass and scale that are more compatible with the adjacent residential neighborhood.	
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 rezoning from Residential Single-Family (RS) and Old Town Overlay district to Mixed-Use Downtown (MU-DT) and Downtown Overlay zoning are consistent with orderly development by continuing the MU-DT and Downtown Overlay zonings that currently apply to the west half of the block. Although having an RS-zoned parcel abutting MU-DT-zoned parcels, as is currently the case, does not provide for a proper transition of uses and thus orderly development, this part of historic Georgetown has evolved over time with residential and non-residential properties sometimes abutting, both historically and currently. S Myrtle Street currently acts as a transition and natural boundary between the Downtown and Old Town Overlay Districts as well as the Mixed-Use Downtown (MU-DT) and Residential Single Family (RS) zoning districts in many areas, although it is not a firm dividing line between the districts. Maintaining the MU-DT and Downtown Overlay zoning on the west side of S Myrtle Street does not substantially encroach commercial uses into the Old Town Overlay District in comparison to a request that would shift the transition line further to the east and across S Myrtle Street, as this road can continue to serve as a buffer and boundary between the districts.	

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	**Partially Complies**

Historic neighborhoods include layers of time and change that apply both to individual structures as well as whole neighborhoods. Although the design and review requirements are very similar, the Downtown and Old Town Overlay Districts were created to acknowledge two distinct historic characters and development patterns that are exhibited by the two separate districts. The Downtown Overlay District captured a primarily commercial neighborhood that has evolved from a small commercial district centered on the Courthouse Square with surrounding residential properties along the main streets and side streets to a vibrant Downtown that attracts both businesses and visitors. The structures that are protected within the Downtown Overlay today are not always representative of the structures from the past, which included lumber yards, large homes, modest dwellings and small businesses. The Old Town Overlay District captured a primarily residential neighborhood that has experienced a similar amount of change, although the changes have been primarily residential infill and alterations. Old Town has some small-scale commercial nodes, but its focus is the residential structures that span more than one hundred and fifty years of architectural styles and materials. As the original large lot properties were reduced to make way for new investment and development, a variety of sizes and styles emerged to create an eclectic mix that placed some of the most elaborate and expensive structures built around the turn of the 20th century next to rows of post-WWII starter homes and middle-class, mid-century styles.

The transition between the Downtown and Old Town neighborhoods has been a constant evolution over Georgetown's history as commercial and civic interests and investments have continued to expand outward from the Square. Although the Mixed Density Neighborhood designation allows for neighborhood-scale and neighborhood-serving commercial uses and districts, part of establishing protections for historic structures is protecting the context of those structures and neighborhood character, especially for areas that retain century-old streetscapes and relationships between structures. Zoning changes from districts that allow residential uses to districts that allow a mix of commercial uses may provide a conflict with the retention of the historic structure due to the application of commercial site development standards to the historic property (i.e. off-street parking spaces), which inevitably change the context, especially for properties that were developed prior to the arrival of the automobile.

The change of historic overlay district from the Old Town Overlay to the Downtown Overlay would alter some of the zoning requirements specific to maximum building height and setbacks but does not result in a change to the design review or Certificate of Appropriateness requirements that presently apply to the subject property and its

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
surroundings.	
5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.	**Complies**
The main historic structure is suitable for many of the uses permitted in the Mixed-Use Downtown (MU-DT) zoning district, and protections would be in place with the inclusion in the Downtown Overlay District for proposed exterior modifications to the existing historic structure to be reviewed through the Certificate of Appropriateness application process. Additionally, the MU-DT zoning district allows the residential single-family use, and the historic residential use of the property could continue with the proposed zoning change. The proposed change of use of the site from a residential property to a commercial property would require compliance with the City's off-street parking requirements, which in Area 2 of the Downtown Overlay District is 1 space per 500 sq. ft. of gross floor area ratio. Although site design plans have not been submitted to staff for the review of parking requirements and calculations, staff estimates between 2 and 3 off-street parking spaces could be required for a commercial use of the property, which is a similar requirement to the 2 parking spaces per dwelling unit required for residential uses by the Unified Development Code. Additionally, the subject property does not currently meet the standard for front setbacks outlined by the Unified Development Code for the Residential Single Family zoning district. By rezoning the property to Mixed Use Downtown, the existing structure would meet the established dimensional standards for the zoning district, which is intended to protect the character of existing historic resources.	

In summary, the request to rezone the subject property from Residential Single-Family (RS) to Mixed-Use Downtown (MU-DT) is consistent with the zoning and uses of the surrounding properties. The rezoning request will allow for uses consistent with the secondary uses allowed in the Comprehensive Plan for the Mixed Density Neighborhood Future Land Use, while also allowing for the historic home to be retained with minimal site alterations. The zoning change also allows for the home to be used in its current state as a single-family residence, should the property owner continue this use.

Prepared by Matkin Hoover Engineering & Surveying

1701 Williams Drive, Georgetown, Tx 78628

Phone: 830-249-0600 Email: Regan@matkinhoover.com

Historic Summary — 601 S Church Street, Georgetown, Texas

601 S Church Street is Lot 8, Block 11 of the Glasscock Addition, a nineteenth-century neighborhood that forms part of the Old Town fabric southeast of the Square. The principal structure dates to about 1930, was built by an unknown builder, and has functioned as a small residential building, later operating as a modest multi-unit configuration consistent with surrounding patterns. The property lies within the City's historic context, area, and aligns with the scale, setbacks, and rhythms typical of Old Town. Sanborn Fire Insurance maps covering Georgetown in 1910 and 1916 document the Church Street blocks within the historic Glasscock Addition, helping to confirm development patterns immediately preceding the reported construction date of the current house. These sheets serve as the baseline for determining whether a structure stood on Lot 8 prior to 1930.

The primary structure at 601 S Church Street is characteristic of Georgetown's early twentieth-century residential building stock. It is a modest, one-story, L-shaped wood frame structure with horizontal siding, a composition shingle roof in a dark gray-black tone, and a small front porch. The house is painted a muted green with red doors. Decorative columns with vertical fluting and a simple diamond motif at the capital define the porch entry. The primary door is centered between two windows and is framed by carved wood trim that matches the porch columns, with a more detailed lintel above. The structure includes multiple exterior entry doors, as well as some light ornamentation. The north elevation of the main structure shows paired attic doors with decorative detailing. Two accessory structures sit to the east. The larger accessory structure is clad in wood sheathing, has a small covered entry, and includes two decorative doors at the north end that mirror the attic doors on the primary structure. The smaller accessory structure is clad in metal siding with a metal roof. Both accessory structures are painted to match the main house, which keeps a consistent appearance across the site.

The structure is associated with early-twentieth-century resident and civic organizer Mattie Rouser, who lived in the home. Rouser is noted locally for World War I home-front organizing, where she organized the collection of over 5,000 pounds of nut shells used to make charcoal gas mask filters, and for commissioning a downtown commercial building known as the Rouser Building. Records from the 1920s list her ownership of other lots in Block 11 of the Glasscock Addition.

City records from 1922 list “Mrs. Mattie Rouser” among Church Street property owners in a paving assessment ordinance, showing her presence and investment on Church Street during this period. Local history writing also associates Rouser with “601 S Church Street” in neighborhood memory. The 601 S Church parcel lies inside Georgetown’s Old Town Historic Overlay. Work on the exterior and site now follows the City’s Historic District Design Guidelines and Old Town Overlay map, which guide alterations, additions, and new work to maintain district character.

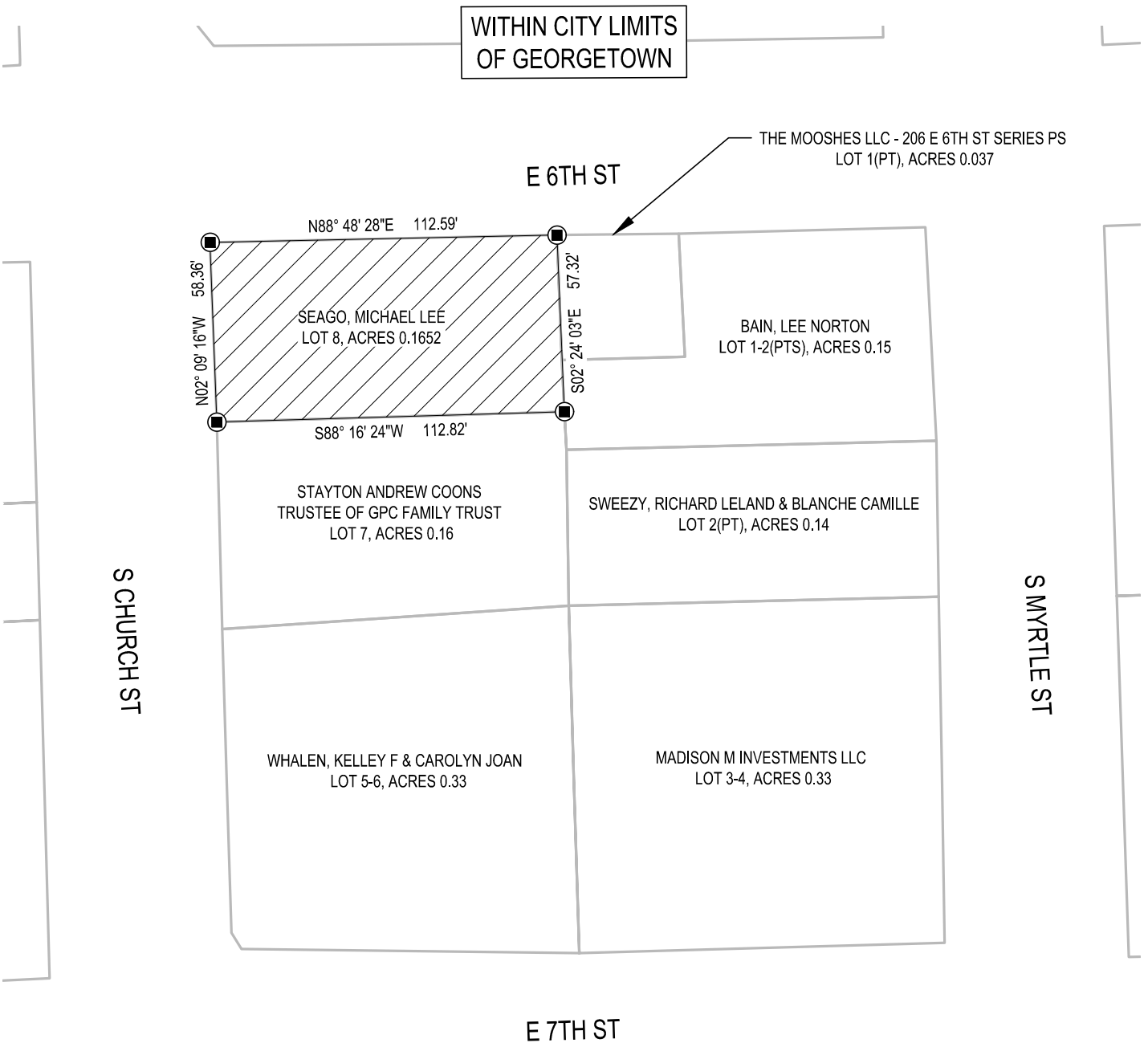
The property, now owned and meticulously cared for by Michael Seago, functions as a small multi-unit residential structure, in which he resides as his primary residence. He intends to oversee the gradual transition of the property from a non-conforming multifamily use under the Residential Single-Family zoning to a permitted use under the proposed Mixed Use Downtown zoning.

Mattie Rouser: 601 Church Street



Mattie was a realtor and mom who really went the extra mile to help soldiers in WWI. She led Georgetown's campaign during WWI to gather nut shells that were used to make charcoal that was used to protect troops wearing gas masks.

She rallied adults and kids to gather a total of over 5,000 pounds shipped to help our soldiers! And she organized the town's children to collect tin cans and newspapers for the war effort, and enrolled them in "The Knights and Ladies of the Clean Plate." By not wasting food, she taught them, more food could be shipped to the soldiers and starving people in Europe.



LEGAL DESCRIPTION:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS, AND BEING LOT 8 IN BLOCK 11 OF THE GLASSCOCK ADDITION TO THE CITY OF GEORGETOWN, TEXAS, THE SAME PROPERTY DESCRIBED IN A DEED FROM P. B. CATO AND WIFE, JOHNNIE CATO, TO NOEL DANIELS BY DEED DATED OCTOBER 17, 1950, RECORDED IN VOLUME 365, PAGE 163, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

N

SCALE: 1"=50'

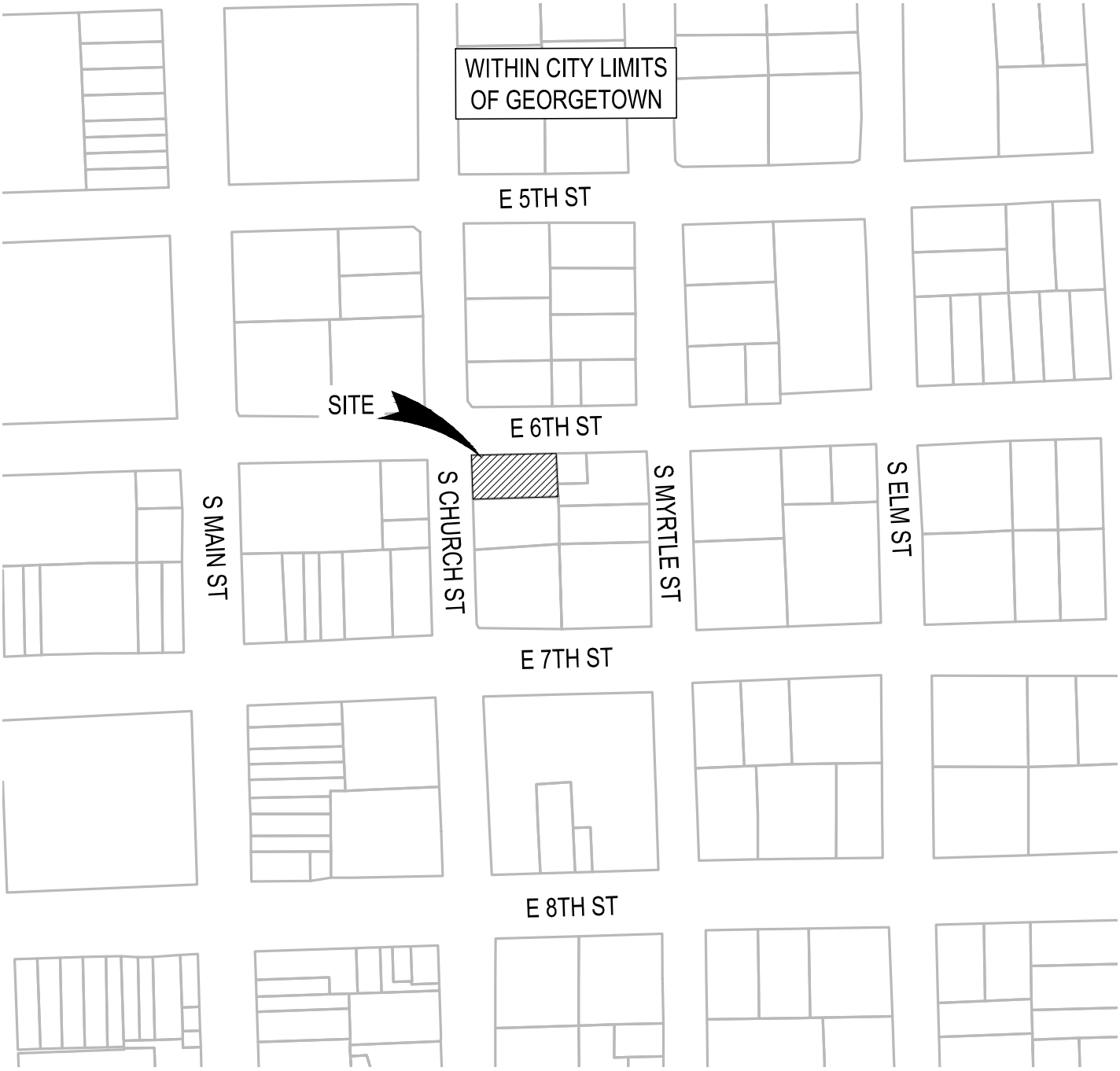
0 25' 50' 75' 100'

MATKINHOOVER
ENGINEERING & SURVEYING
BOERNE | GEORGETOWN | SPRING
8 SPENCER ROAD, SUITE 100, BOERNE, TEXAS 78006 | OFFICE:830.249.0600
TBPE FIRM REGISTRATION F-004512 | TBPLS FIRM REGISTRATION F-10024000
CIVIL ENGINEERS | SURVEYORS | LAND PLANNERS | CONSTRUCTION MANAGERS | CONSULTANTS

GLASSCOCK ADDITION, BLOCK 11 LOT 8 PROPERTY SKETCH
FOR
601 S CHURCH STREET
CITY OF GEORGETOWN, TEXAS

JOB NO.	3550.00
DRAWN	JA
DESIGNED	HS
CHECKED	HS
SHEET ID	
SHEET #	1.0

G:\PROJECTS\3550 - 601 S Church St\Exhibits\FIG 1.0 - Property Sketch.dwg



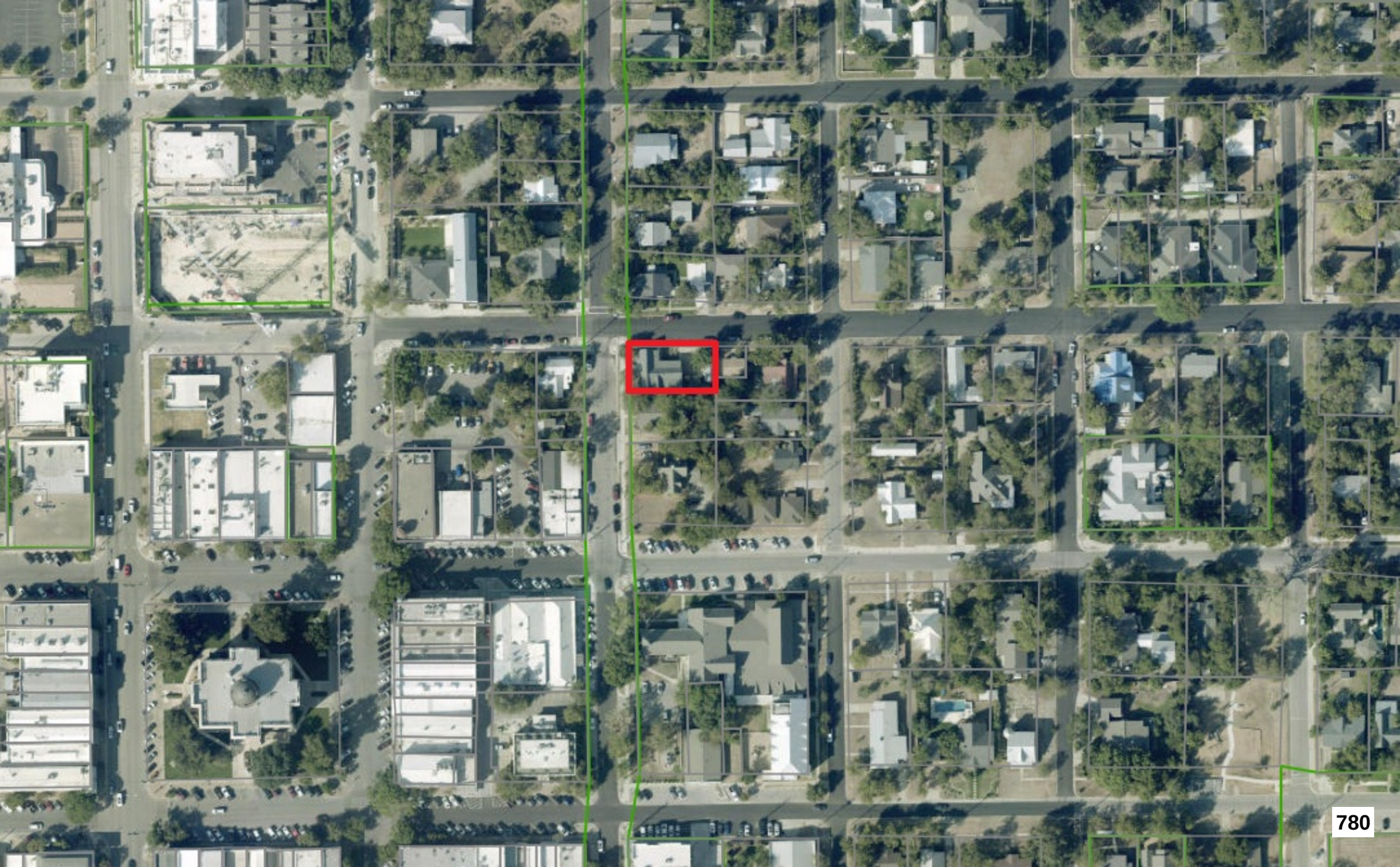
G:\PROJECTS\3550 - 601 S Church St\Exhibits\FIG 2.0 - Location Map.dwg

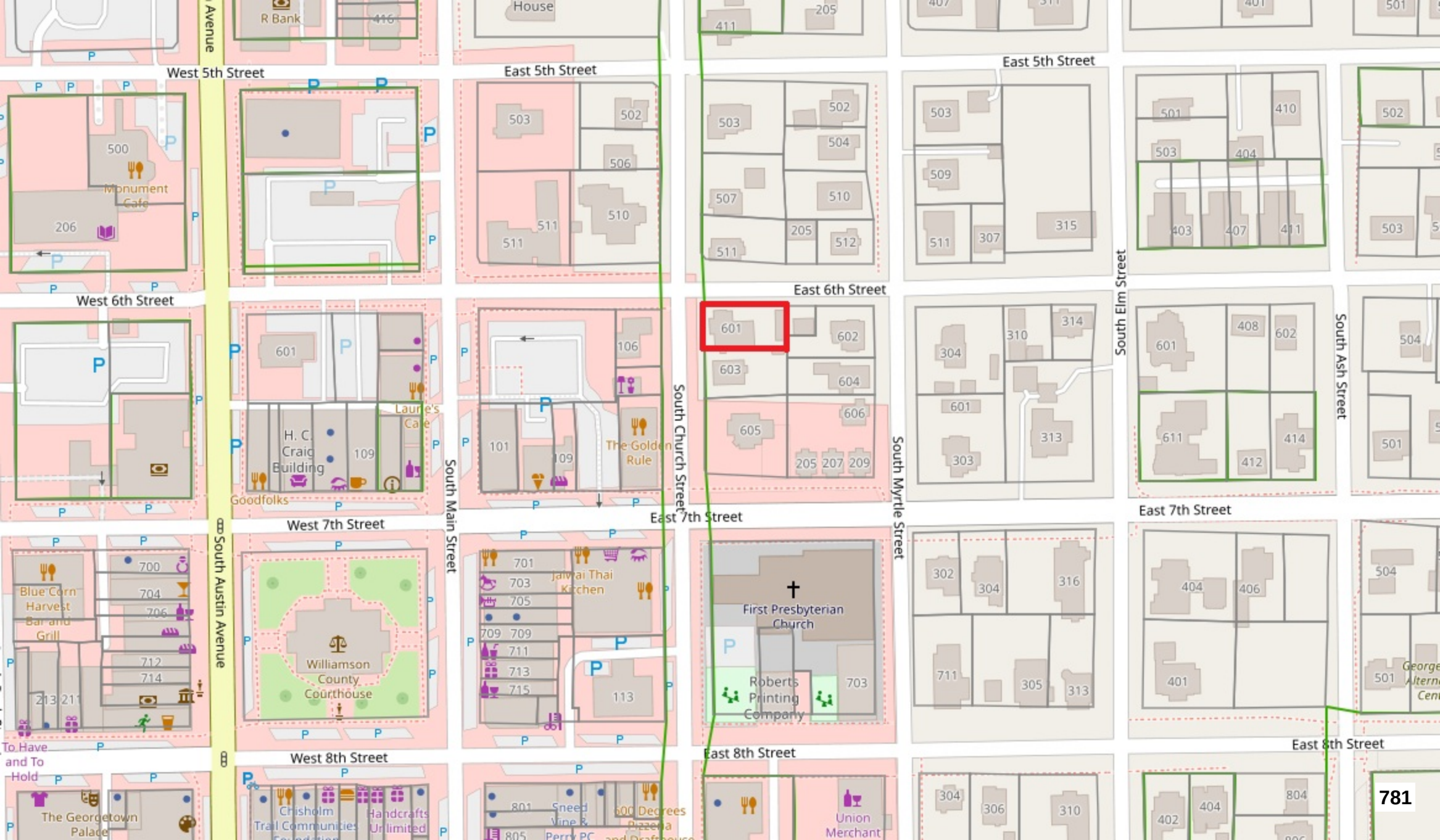
MATKINHOOVER
ENGINEERING & SURVEYING

BOERNE | GEORGETOWN | SPRING
8 SPENCER ROAD, SUITE 100, BOERNE, TEXAS 78006 | OFFICE:830.249.0600
TBPE FIRM REGISTRATION F-004512 | TBPLS FIRM REGISTRATION F-10024000
CIVIL ENGINEERS | SURVEYORS | LAND PLANNERS | CONSTRUCTION MANAGERS | CONSULTANTS

LOCATION MAP
FOR
601 S CHURCH STREET
CITY OF GEORGETOWN, TEXAS

JOB NO.	3550.00
DRAWN	JA
DESIGNED	HS
CHECKED	HS
SHEET ID	
SHEET #	1.0


780


West 5th Street
East 5th Street
East 5th Street
West 6th Street
East 6th Street
West 7th Street
East 7th Street
East 7th Street
West 8th Street
East 8th Street
East 8th Street
South Austin Avenue
South Main Street
South Church Street
South Myrtle Street
South Elm Street
South Ash Street
R Bank
House
Monument Cafe
H. C. Craig Building
Laurie's Cafe
Goodfolks
The Golden Rule
Williamson County Courthouse
Jaiwai Thai Kitchen
First Presbyterian Church
Roberts Printing Company
Blue Corn Harvest Bar and Grill
To Have and To Hold
The Georgetown Palace
Chisholm Trail Communities
Handcrafts Unlimited
Sneed Vine & Perry PC
600 Degrees Pizzeria and Drafthouse
Union Merchant
781


601


601
1
2

FIRE LANE NO PARKING

TOW AWAY ZONE






601
c 1880
MATTIE BOUDIER HOUSE




789


790


C. 1880
MATTIE ROUSSER HOUSE

GEORGETOWN
TEXAS

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: 601 S Church Street

Project Case #: 2025-10-REZ HARC Date: 1.22.2026 Case Manager: Allyson Iiams

Name of Respondent: EDWARD RICHARDS
(Please print name)

Signature of Respondent: _____
(Signature required for protest)

Address of Respondent: _____
(Address required for protest)

I am in FAVOR: Edward Richards I OBJECT: _____

Additional Comments:

_____

_____

_____

"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@georgetown.org. Any such comments may be presented to the Commission. Please note the deadline to submit public comments is **Thursday, prior to the posted Historic & Architectural Review Committee 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."

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Project Name/Address: 601 S Church Street

Project Case #: 2025-10-REZ HARC Date: 1.22.2026 Case Manager: Allyson Iiams

Name of Respondent: Michael Sexton
(Please print name)

Signature of Respondent: [signature]
(Signature required for protest)

Address of Respondent: 601 S. Church St
(Address required for protest)

I am in FAVOR: ✓ I OBJECT: _____

Additional Comments:

This is the last property on this block that is not mixed use or commercial.

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Project Name/Address: 601 S Church Street

Project Case #: 2025-10-REZ HARC Date: 1.22.2026 Case Manager: Allyson Iiams

Name of Respondent: Stephanie Williams
(Please print name)

Signature of Respondent: Stephanie Williams
(Signature required for protest)

Address of Respondent: 205 East 6th Street Georgetown TX 78626
(Address required for protest)

I am in FAVOR: ✓ I OBJECT: _____

Additional Comments:

I am in FAVOR!

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GEORGETOWN
TEXAS

CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

CITY OF GEORGETOWN
PLANNING DEPARTMENT
JAN 07 RECD
RECEIVED

Comments from Neighboring Property Owners

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Project Name/Address: 601 S Church Street

Project Case #: 2025-10-REZ HARC Date: 1.22.2026 Case Manager: Allyson Iiams

Name of Respondent: Bill Russell
(Please print name)

Signature of Respondent: [signature]
(Signature required for protest)

Address of Respondent: 315 E 6th
(Address required for protest)

I am in FAVOR: ✓ (yes) I OBJECT: _____

Additional Comments:

Everything on this block of Church is office or Commercial. Across the street is a restaurant Golden Rule. It is more connected to down town than to the residential neighborhood.

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GEORGETOWN
TEXAS

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JAN 14 RECD
CITY OF GEORGETOWN
PLANNING DEPARTMENT

CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

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Project Name/Address: 601 S Church Street

Project Case #: 2025-10-REZ HARC Date: 1.22.2026 Case Manager: Allyson Iiams

Name of Respondent: Harley Coons
(Please print name)

Signature of Respondent: _____
(Signature required for protest)

Address of Respondent: 609 S church st
(Address required for protest)

I am in FAVOR: ✓ I OBJECT: _____

Additional Comments:

The entire block is already covered in commercial properties making residential living difficult.

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GEORGETOWN
TEXAS

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CITY OF GEORGETOWN
PLANNING DEPARTMENT

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Project Name/Address: 601 S Church Street

Project Case #: 2025-10-REZ HARC Date: 1.22.2026 Case Manager: Allyson Iiams

Name of Respondent: Trang Nguyen
(Please print name)

Signature of Respondent: [signature]
(Signature required for protest)

Address of Respondent: 404 S. Lynnwood Trl, Cedar Park TX 78613
(Address required for protest)

I am in FAVOR: X I OBJECT: _____

Additional Comments:

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GEORGETOWN
TEXAS

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Project Name/Address: 601 S Church Street

Project Case #: 2025-10-REZ HARC Date: 1.22.2026 Case Manager: Allyson Iiams

Name of Respondent: JAG El Rio, LLC / Anne Giddings, member
(Please print name)

Signature of Respondent: Anne Giddings
(Signature required for protest)

Address of Respondent: 606 Church St., Georgetown, TX
(Address required for protest)

I am in FAVOR: ✓ I OBJECT: _____

Additional Comments:

We own the property on the opposite side of the street (same block). We believe the zoning of this property should be the same as ours -- consistent on the block.

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GEORGETOWN
TEXAS

CITY OF GEORGETOWN
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Project Name/Address: 601 S Church Street

Project Case #: 2025-10-REZ HARC Date: 1.22.2026 Case Manager: Allyson Iiams

Name of Respondent: Katy Bohls
(Please print name)

Signature of Respondent: Katy Bohls
(Signature required for protest)

Address of Respondent: 511 S Main St AND 601 S Elm St
(Address required for protest)

I am in FAVOR: X I OBJECT: _____

Additional Comments:

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GEORGETOWN TEXAS

Planning Department
City of Georgetown

1 of 2

(1)

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:

Project Case #: 2025-10-REZ HARC Date: 2/26/2026 Case Manager: Allyson Iiams

Name of Respondent: Chance Leigh
(Please print name)

Signature of Respondent: _____
(Signature required for protest)

I own it
502 S. Church ST

Address of Respondent: _____
(Address required for protest)

I am in FAVOR: Yes I OBJECT: _____

Additional Comments: I AM 100% For this C.

"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 **Thursday, prior to the posted Historic & Architectural Review Committee 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."

(2)

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: Rezone/601 S Church Street

Project Case #: 2025-10-REZ P&Z Date: 3/3/2026 Case Manager: Allyson Iiams

Name of Respondent: Chance Leigh
(Please print name)

Signature of Respondent: Cle
(Signature required for protest)

Address of Respondent: 304 Sutton Place & own 502 S. Church
(Address required for protest)

I am in FAVOR: Yes I OBJECT: ~~_____~~

Additional Comments:

I AM 100% For this Zoning Amendment.

CL

"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."

3

GEORGETOWN
TEXAS

Planning Department
City of Georgetown

1 of 2

1

CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

Comments from Neighboring Property Owners

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Project Name/Address:

Project Case #: 2025-10-REZ HARC Date: 2/26/2026 Case Manager: Allyson Iiams

Name of Respondent: Chance Leigh
(Please print name)

Signature of Respondent: _____
(Signature required for protest)

Address of Respondent: I own it 502 S. Church ST
(Address required for protest)

I am in FAVOR: Yes I OBJECT: _____

Additional Comments: I AM 100% For this C.

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4

CITY OF GEORGETOWN
NOTICE OF PUBLIC HEARING

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Project Name/Address: Rezone/601 S Church Street

Project Case #: 2025-10-REZ P&Z Date: 3/3/2026 Case Manager: Allyson Iiams

Name of Respondent: Chance Leigh
(Please print name)

Signature of Respondent: Cle
(Signature required for protest)

Address of Respondent: 304 Sutton Place & own 502 S. Church
(Address required for protest)

I am in FAVOR: Yes I OBJECT: //

Additional Comments:

I AM 100% For this Zoning Amendment.

CL

"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."

1

GEORGETOWN
TEXAS

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: 601 S Church Street

Project Case #: 2025-10-REZ HARC Date: 1.22.2026 Case Manager: Allyson Iiams

Name of Respondent: Julie Faircloth
(Please print name)

Signature of Respondent: Julie Faircloth
(Signature required for protest)

Address of Respondent: 504 S. Myrtle
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

Neighborhood is Residential. Further Creep of Commercial Business is a disruption to our lifestyle.

"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@georgetown.org. Any such comments may be presented to the Commission. Please note the deadline to submit public comments is **Thursday, prior to the posted Historic & Architectural Review Committee 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."

GEORGETOWN TEXAS

Planning Department
City of Georgetown

CITY OF GEORGETOWN
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Comments from Neighboring Property Owners

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Project Name/Address:

Project Case #: 2025-10-REZ HARC Date: 2/26/2026 Case Manager: Allyson Iiams

Name of Respondent: Julie Faircloth (co-owner w/ Dennis Mussett)
(Please print name)

Signature of Respondent: Julie Faircloth
(Signature required for protest)

Address of Respondent: 504 S. Myrtle St., Georgetown, Tx 78626
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

we own 2 homes 507 S. church & 504 S. Myrtle
this is our family neighborhood and we do Not want commercial use extending outward into our neighborhood.

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Project Name/Address:

Project Case #: 2025-10-REZ HARC Date: 2/26/2026 Case Manager: Allyson Iiams

Name of Respondent: Julie Faircloth (co-owner with Dennis Mussett)
(Please print name)

Signature of Respondent: Julie Faircloth
(Signature required for protest)

Address of Respondent: 504 S. Myrtle St., Georgetown, Tx 78626
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

I strongly oppose any change that would allow this property to be used for commercial use! Please see additional comments

"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 **Thursday, prior to the posted Historic & Architectural Review Committee 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."

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City of Georgetown

CITY OF GEORGETOWN
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Comments from Neighboring Property Owners

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Project Name/Address:

Project Case #: 2025-10-REZ HARC Date: 2/26/2026 Case Manager: Allyson Iiams

Name of Respondent: Dennis Mussett
(Please print name)

Signature of Respondent: Dennis Mussett
(Signature required for protest)

Address of Respondent: 504 S. Myrtle St. Georgetown, Tx 78626
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

Property owner 504 Myrtle St.
no more commercial ~~Nuetta~~ creeping into Old Town

"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 **Thursday, prior to the posted Historic & Architectural Review Committee 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."

GEORGETOWN TEXAS

Planning Department
City of Georgetown

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:

Project Case #: 2025-10-REZ HARC Date: 2/26/2026 Case Manager: Allyson Iiams

Name of Respondent: Dennis Musselt

(Please print name)

Signature of Respondent: Dennis Musselt

(Signature required for protest)

Address of Respondent: 504 S. Myrtle St. Georgetown, Tx 78626

(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

No more creeping commercial in Old Town
property owner 507 church St.

"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 **Thursday, prior to the posted Historic & Architectural Review Committee 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."

GEORGETOWN
TEXAS

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: 601 S Church Street

Project Case #: 2025-10-REZ HARC Date: 1.22.2026 Case Manager: Allyson Iiams

Name of Respondent: DENNIS MUSSETT
(Please print name)

Signature of Respondent: Dennis Mussett
(Signature required for protest)

Address of Respondent: 504 S. MYRTLE ST.
(Address required for protest)

I am in FAVOR: _____ I OBJECT: X

Additional Comments:

No NEW Commercial

"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@georgetown.org. Any such comments may be presented to the Commission. Please note the deadline to submit public comments is **Thursday, prior to the posted Historic & Architectural Review Committee 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."

From: Elizabeth Mussett [redacted]
Sent: Thursday, January 15, 2026 4:32 PM
To: Georgetown Planning <planning@georgetown.org>
Subject: [EXTERNAL] Project Case #: 2025-10-REZ HARC DATE: 1.22.2026 case Manager: Allyson Liams

[EXTERNAL EMAIL] This email originated from outside of City of Georgetown. DO NOT click links or open attachments unless you recognize and/or trust the sender.

Project Case #: 2025-10-REZ HARC DATE: 1.22.2026 case Manager: Allyson Liams

Good Afternoon,

I am writing to express my objection to rezoning the lot located at 601 S Church St.

I live at 507 S Church St, close to the lot in question, with my husband and 3 year old son.

We are very worried about the creep of downtown into our neighborhood and the potential for this lot to become commercial. We love and support our local businesses on our beautiful square but
have concerns regarding safety, traffic, and increases in noise and littering. We have lived here for 10 years now and hope to continue to live here for a long time. We are

asking your help to preserve the neighborhood.

Thank you so much for your time and consideration!

Elizabeth Mussett

[redacted]

2

Summarize

[EXTERNAL] Comments on Project Case #: 2025-10-REZ

Reply | Reply All | Forward

EM [redacted]

To Georgetown Planning; Allyson liams

Wed 2/18/2026 3:04 PM

Retention Policy COG 4 Year Permanently Delete (4 years) Expires 2/17/2030

You replied to this message on 2/18/2026 3:31 PM.

[EXTERNAL EMAIL] This email originated from outside of City of Georgetown. DO NOT click links or open attachments unless you recognize and/or trust the sender.

Project Case #: 2025-10-REZ HARC DATE: 2/26/2026 Case Manager: Allyson Liams

I have been informed this HARC date was moved and was unsure if I needed to resend my comments for consideration. I have included them below again just in case. Thank you!

Good Afternoon,

I am writing to express my objection to rezoning the lot located at 601 S Church St.

I live at 507 S Church St, close to the lot in question, with my husband and 3 year old son.

We are very worried about the creep of downtown into our neighborhood and the potential for this lot to become commercial. We love and support our local businesses on our beautiful square but
have concerns regarding safety, traffic, and increases in noise and littering. We have lived here for 10 years now and hope to continue to live here for a long time. We are asking your help to preserve the neighborhood.

Thank you so much for your time and consideration!

Elizabeth Mussett

[redacted]

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING PART OF THE OFFICIAL ZONING MAP TO REZONE .1652 LOT 8, BLOCK 11, OUT OF THE GLASSCOCK ADDITION, GENERALLY LOCATED AT 601 SOUTH CHURCH STREET, FROM THE RESIDENTIAL SINGLE FAMILY ZONING DISTRICT TO THE MIXED USE DOWNTOWN ZONING DISTRICT; 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 14th day of April, 2025, for the specific Zoning District classification of the following described real property ("The Property"):

.1652 Acres out of Lot 8, Block 11, Glasscock Addition, generally located at 601 S. Church Street, as recorded in Document Number 2014040874 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 March 3, 2025, 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 March 24, 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 Residential Single-Family zoning district to the Mixed-Use Downtown zoning district, 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 24th of March, 2025.

PASSED AND APPROVED on Second Reading on the 14th of April, 2025.

CITY OF GEORGETOWN, TEXAS

_____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A


W 5TH ST
E 5TH ST
S MAIN ST
S MYRTLE ST
W 6TH ST
E 6TH ST
S AUSTIN AVE
S CHURCH ST
ELM ST
ASH ST
W 7TH ST
E 7TH ST
E 8TH ST
GEORGETOWN
TEXAS
more than welcome
Location
2025-10-REZ
Exhibit #1
Site
Parcels
N
0
100
200
Feet

EXHIBIT B

NOTES

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM (NAD) OF 1983.

2. ONLY APPARENT UTILITIES WERE LOCATED. NO ATTEMPT HAS BEEN MADE AS PART OF THIS SURVEY TO SHOW THE EXISTENCE, SIZE, DEPTH, CONDITION, OR LOCATION OF ANY UNDERGROUND UTILITY. FOR INFORMATION REGARDING UNDERGROUND UTILITIES PLEASE CONTACT THE APPROPRIATE AGENCY.

3. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.

4. A METES AND BOUNDS DESCRIPTION WAS PREPARED BY A SEPARATE DOCUMENT.

5. SUBJECT TRACT IS ZONED "RS" PER CITY OF GEORGETOWN PLANNING REFERENCE MAP.

RESIDENTIAL SINGLE FAMILY DISTRICT REQUIRES THE FOLLOWING SETBACKS:

FRONT SETBACK, MINIMUM FEET 20 FEET

SIDE SETBACK, MINIMUM FEET 6 FEET

REAR SETBACK, MINIMUM FEET 10 FEET

(https://library.municode.com/tx/georgetown/codes/unified_development_code?nodeId=UNDECO_CH6REDEST_S6.02DEST_S6.02.050ESSIMIDI)

SURVEY OF

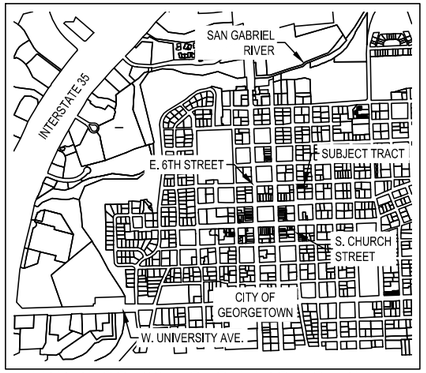
BEING A 0.164 OF ONE ACRE TRACT OF LAND, LOCATED IN WILLIAMSON COUNTY, TEXAS, AND BEING LOT 8, BLOCK 11 OF GLASSCOCK ADDITION (UNRECORDED), AND BEING THE SAME PROPERTY AS DESCRIBED IN DEED RECORDED IN WILLIAMSON COUNTY CLERK'S FILE 2014040874.

N

SCALE: 1"=20'

0 10' 20' 30' 40'

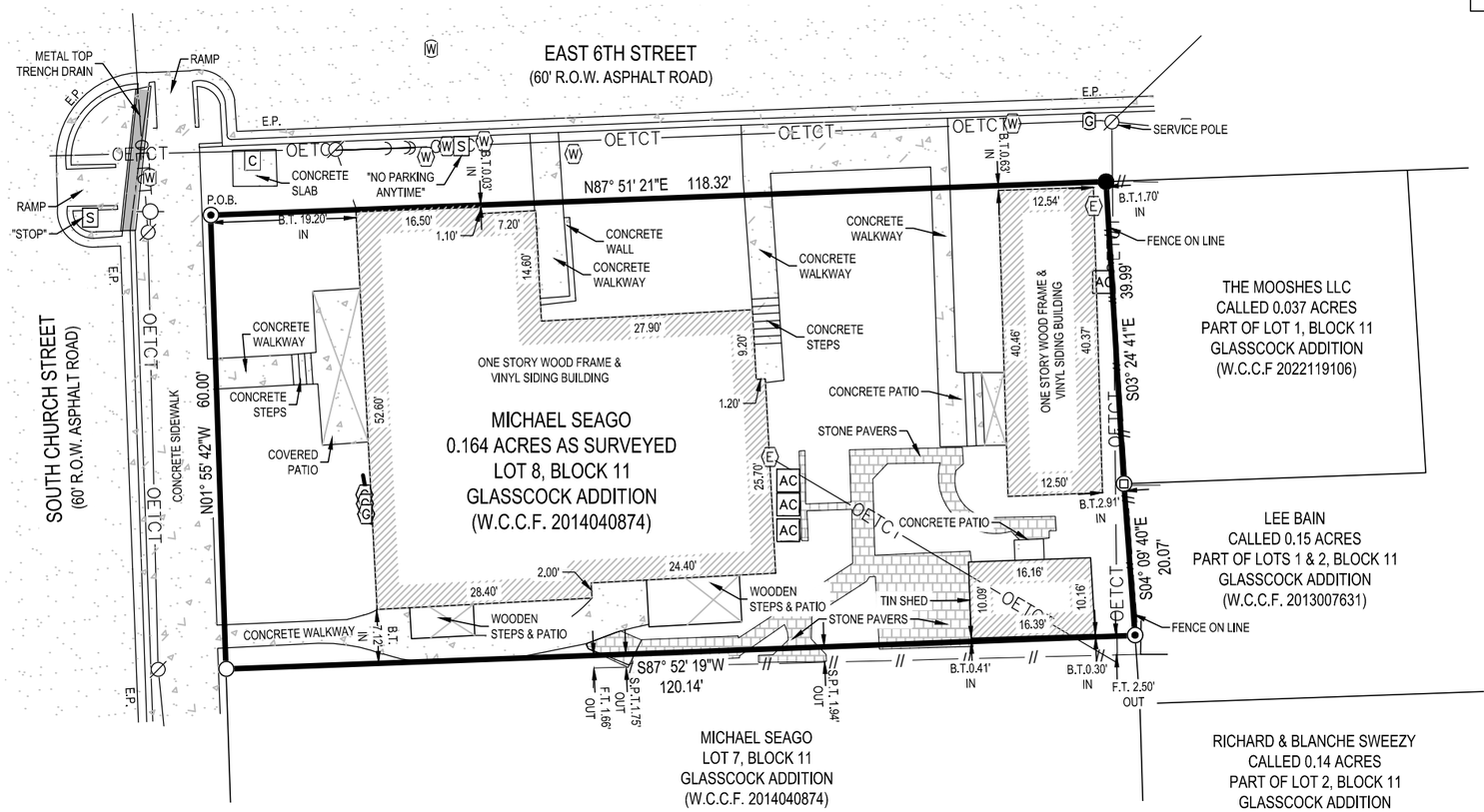
LOCATION MAP



ADDRESS: 601. S. CHURCH STREET, GEORGETOWN, TEXAS 78626

LEGEND

⊚	FOUND 5/8" IRON ROD
○	SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY" PLASTIC CAP
●	FOUND 1/2" IRON ROD
⊙	FOUND 1/2" CAPPED IRON ROD
O.R.	OFFCIAL RECORDS
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
O.P.R.	OFFICIAL PUBLIC RECORDS
E.P.	EDGE OF PAVEMENT
B.T.	BUILDING TIE
S.P.T.	EDGE OF PAVEMENT
W.C.C.F.	WILLIAMSON COUNTY CLERK FILE
(E)	ELECTRIC METER
∅	UTILITY POLE
∅→	UTILITY POLE WITH GUY WIRE
S	TRAFFIC SIGN
(W)	WATER METER
W	WATER VALVE
	FIRE HYDRANT
AC	A/C PAD
(G)	GAS METER
G	GAS VALVE
C	COMMUNICATION BOX
// //	WOOD FENCE
OETCT	ELECTRIC/TELEPHONE/CABLE TV (OVERHEAD)



MATKINHOOVER
ENGINEERING & SURVEYING
BOERNE | GEORGETOWN | SPRING
8 SPENCER ROAD, SUITE 100, BOERNE, TEXAS 78006 | OFFICE:830.249.0600
TBPE FIRM REGISTRATION F-004512 | TBPLS FIRM REGISTRATION F-10024000
CIVIL ENGINEERS | SURVEYORS | LAND PLANNERS | CONSTRUCTION MANAGERS | CONSULTANTS

STATE OF TEXAS REGISTERED DAVID E. KING, JR. 6272 PROFESSIONAL LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.
FIELD WORK COMPLETE: OCTOBER 22, 2025

DAVID E. KING DATE:OCTOBER 30, 2025
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6272
DKING@MATKINHOOVER.COM
JOB NO. 25-5017

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Second Reading - 2025-6-ANX - Northlands Water Reclamation Facility

SUGGESTED ACTION:
Second Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, 20 acres of City of Georgetown owned property in the Frederick Foy Survey, Abstract No. 229, as the Public Facility (PF) zoning district, for the property generally located at Ronald Reagan Boulevard, to be known as the Northlands Water Reclamation Facility (2025-6-ANX) -- Ryan Clark, AICP, Planning Manager

ITEM SUMMARY:

The City owns the subject property and intends to construct the Northlands Water Reclamation Facility 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:
N/A

SUBMITTED BY:
Haley Webre, Planning Department

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

Northlands Water Reclamation Plant– Resolution 2025-6-ANX

February 10, 2026 | City Council

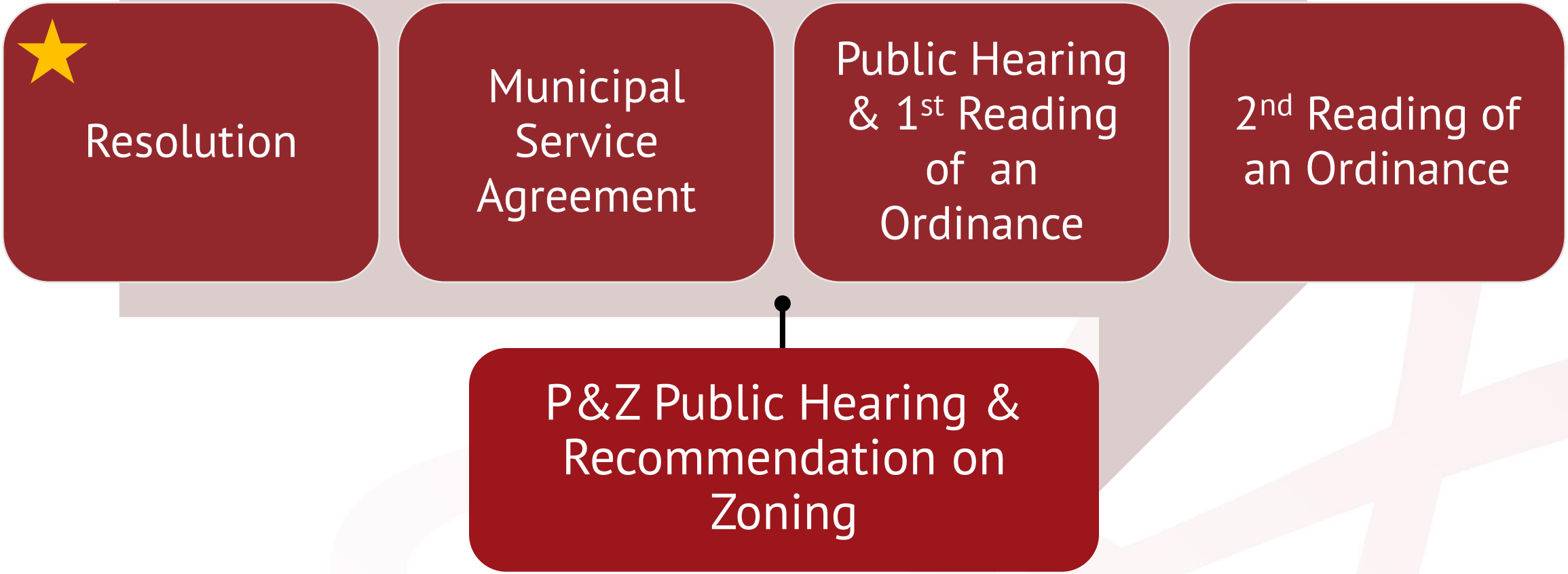
Item Under Consideration

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
SALT CREEK LN
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

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"

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 20.004 ACRE TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE CALLED 7.2414 ACRE TRACT OF LAND (EXHIBIT 'A') AND THE CALLED 12.7586 ACRE TRACT OF LAND (EXHIBIT 'B') CONVEYED TO THE CITY OF GEORGETOWN, TEXAS, RECORDED IN DOCUMENT NO. 2009060884 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

TRACT 1: WCAD PARCEL R503133 PROPERTY ADDRESS: 31601 RONALD W. REAGAN BLVD. GEORGETOWN, TX 78633

TRACT 2: WCAD PARCEL R503136 PROPERTY ADDRESS: 31701 RONALD W. REAGAN BLVD. GEORGETOWN, TX 78633

GRAPHIC SCALE

100 0 50 100 200

(IN FEET)
1 inch = 100 ft.

PLA CAPITAL, LLC – SERIES TRACT II
(GRANTEE # 2)
TRACT II – CALLED 532.34 AC.
DOC. NO. 2020163208

W/CAP ILLEGIBLE

PPEM

N69°26'09"E 392.47'

N69°20'21"E 142.62'

N68°12'22"E 373.69'

N67°58'55"E 94.58'

25.13'

1/2"

W/CAP "MCKIM & CREED" 0.09' EAST

CITY OF GEORGETOWN UTILITY EASEMENT CALLED 6.411 AC. DOC. NO. 2007010860

CITY OF GEORGETOWN ELECTRIC UTILITY EASEMENT CALLED 1.4461 AC. DOC. NO. 2008048277

WIRE FENCE DOWNED

GRAVEL ROAD

FURMAN TIERRA LLC
CALLED 113.393 AC.
DOC. NO. 2024021816

TRACT 1
CITY OF GEORGETOWN, TEXAS
EXHIBIT A – CALLED 7.2414 AC.
DOC. NO. 2009060884

WILLIAMSON CENTRAL APPRAISAL DISTRICT (WCAD) PARCEL ID: R503133

TRACT 2
CITY OF GEORGETOWN, TEXAS
EXHIBIT B – CALLED 12.7586 AC.
DOC. NO. 2009060884

WILLIAMSON CENTRAL APPRAISAL DISTRICT (WCAD) PARCEL ID: R503136

PLA CAPITAL, LLC – SERIES TRACT I
(GRANTEE # 1)
TRACT I – CALLED 99.60 AC.
DOC. NO. 2020163208

N24°32'59"W 851.07'

876.20'

S20°33'45"E 868.34'

DEED LINE

S24°33'23"E 869.47'

SUBJECT TRACT
20.004 AC.

N24°32'59"W 851.07'

331.59'

S68°26'34"W 1003.02'

S22°21'51"E 2.17'

W/CAP "SURVCON"

W/CAP "MCKIM & CREED"

CITY OF GEORGETOWN UTILITY EASEMENT CALLED 0.0807 AC. DOC. NO. 2009060887

CITY OF GEORGETOWN, TEXAS UTILITY EASEMENT CALLED 0.250 AC. DOC. NO. 2021120515
CITY OF GEORGETOWN, TEXAS PERMANENT ACCESS EASEMENT CALLED 0.250 AC. DOC. NO. 2021120516

331.59'

S68°26'34"W 1003.02'

671.43'

W/CAP "SURVCON"

WIRE FENCE DOWNED

FREDERICK FOY SURVEY
ABSTRACT NO. 229

CITY OF GEORGETOWN UTILITY EASEMENT CALLED 6.411 AC. DOC. NO. 2007010860

P.O.B.

W/CAP "FOREST RPLS 1847"

CITY OF GEORGETOWN UTILITY EASEMENT CALLED 6.411 AC. DOC. NO. 2007010860

CITY OF GEORGETOWN UTILITY EASEMENT TRACT I CALLED 0.9417 AC. DOC. NO. 2009060885

WILLIAMSON COUNTY, TEXAS
EXHIBIT B
CALLED 51.41 AC.
DOC. NO. 2010006962

ATMOS ENERGY CORPORATION PIPELINE EASEMENT TEMPORARY WORKSPACE NO. 2 CALLED 3.224 AC. DOC. NO. 2023088292

ATMOS ENERGY CORPORATION PIPELINE EASEMENT NO. 058 CALLED 8.20 AC. DOC. NO. 2023088292

CITY OF GEORGETOWN UTILITY EASEMENT CALLED 4.176 AC. DOC. NO. 2024060809

RONALD W. REAGAN BOULEVARD
(220' RIGHT-OF-WAY)

FURMAN TIERRA LLC
CALLED 113.393 AC.
DOC. NO. 2024021816

WILLIAMSON COUNTY
EXHIBIT D
CALLED 10.8151 AC.
DOC. NO. 2010006962

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Ownership, Lienholder and Easement Report No. GTTP2500457, prepared by Longhorn Title Company, which bears an Effective Date May 2, 2025 and an Issued Date of May 19, 2025 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

Legal Description per Report:
Tract 1:
All that certain 7.2414 acre tract of land out of the Frederick Foy Survey, Abstract No. 229 in Williamson County, Texas.
Tract 2:
All that certain 12.7586 acre tract of land out of the Frederick Foy Survey, Abstract No. 229 in Williamson County, Texas.

Easements:
Utility Easements recorded August 18, 2009 under Document No. 2009060885, Official Public Records, Williamson County, Texas. Not a portion of Tract 1 or Tract 2, however the called 0.9417 acre easement described in said Document is shown hereon.

Utility Easement recorded August 18, 2009 under Document No. 2009060886, Official Public Records, Williamson County, Texas. Not a portion of Tract 1 or Tract 2.

Utility Easement recorded August 18, 2009 under Document No. 2009060887, Official Public Records, Williamson County, Texas. Not a portion of Tract 1 or Tract 2, however said easement is shown hereon.

Restrictions:
Volume 790, Page 580, Deed Records, Williamson County, Texas. Easement in said instrument may be a portion of Tract 1 and Tract 2, however can not be plotted by its description.

Volume 2168, Page 044, Official Records, Williamson County, Texas. Easement recorded in Volume 790, Page 580, as reference in said Volume 2168, Page 044, may be a portion of Tract 1 and Tract 2, however can not be plotted by its description.

NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00015.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' (UNSHADED) AREAS DETERMINE TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0280E, FOR WILLIAMSON COUNTY, TEXAS, WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2008.

LEGEND

●	IRON ROD FOUND
⊗WV	WATER VALVE
○PP	POWER POLE
○PPEM	POWER POLE WITH ELECTRIC METER
⟵	DOWN GUY
●WP	WOOD POST
— x — x — x —	WIRE FENCE
— ou — ou —	OVERHEAD UTILITY LINE
P.O.B.	POINT OF BEGINNING

To: City of Georgetown, Texas, exclusively,

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on May 22, 2025. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1A, CONDITION III LAND TITLE SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS · REGISTERED · SHANE SHAFER · 5281 · PROFESSIONAL · LAND SURVEYOR

SHANE SHAFER, R.P.L.S. NO. 5281 — MAY 23, 2025 DATE

SHEET 1 OF 1

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

METES AND BOUNDS DESCRIPTION

FOR A 20.004 ACRE TRACT OF LAND SITUATED IN THE FREDERICK FOY SURVEY, ABSTRACT NO. 229, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE CALLED 7.2414 ACRE TRACT OF LAND (EXHIBIT 'A') AND THE CALLED 12.7586 ACRE TRACT OF LAND (EXHIBIT 'B') CONVEYED TO THE CITY OF GEORGETOWN, TEXAS, RECORDED IN DOCUMENT NO. 2009060884 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 20.004 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF MAY 2025, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with cap marked “FOREST 1847 RPLS” monumenting the southeast corner of said 12.7586 acre City of Georgetown, Texas tract, and an angle point on the westerly boundary line of the called 99.60 acre tract of land conveyed to PLA Capital, LLC – Series Tract I (Grantee # 1), recorded in Document No. 2020163208 of the Official Public Records of Williamson County, Texas, same being an angle point on a northerly boundary line of the called 113.393 acre tract of land conveyed to Furman Tierra LLC, recorded in Document No. 2024021816 of the Official Public Records of Williamson County, Texas, for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE, **S 68°26’34” W** in part with the south boundary line of said 12.7586 acre City of Georgetown, Texas tract and in part with the south boundary line of said 7.2414 acre City of Georgetown, Texas tract, common with said northerly boundary line of the 113.393 acre Furman Tierra LLC tract passing at a distance of 671.43 feet an iron rod found with cap marked “SURVCON” monumenting the southwest corner of said 12.7586 acre City of Georgetown, Texas tract and the southeast corner of said 7.2414 acre City of Georgetown, Texas, tract, in all for a distance of **1003.02 feet** to an iron rod found with cap marked “SURVCON” monumenting the southwest corner of said 7.2414 acre City of Georgetown, Texas tract and an interior ell corner of said 113.393 acre Furman Tierra LLC tract, for the southwest corner hereof, from which an iron rod found with cap marked “MCKIM & CREED” bears S 22°21’51” E for a distance of 2.17 feet;

THENCE, **N 24°32’59” W** with the west boundary line of said 7.2414 acre City of Georgetown, Texas tract and a easterly boundary line of said 113.393 acre Furman Tierra LLC tract passing at a distance of 851.07 feet an iron rod found with cap marked “MCKIM & CREED” 0.09’ east of this line, in all a total distance of **876.20 feet** to an iron rod found with illegible cap monumenting the northwest corner of said 7.2414 acre City of Georgetown, Texas tract and the most northerly northeast corner of said 113.393 acre Furman Tierra LLC tract, same being on the south boundary line of the called 532.34 acre tract of land conveyed to PLA Capital LLC – Series Tract II (Grantee # 2), recorded in said Document No. 2020163208, for the northwest corner hereof;

THENCE, **N 69°26'09" E** with the north boundary line of said 7.2414 acre City of Georgetown, Texas tract and said south boundary line of the 532.34 acre PLA Capital LLC – Series Tract II tract, for a distance of **392.47 feet** to a 1/2" iron rod found monumenting the northeast corner of said 7.2414 acre City of Georgetown, Texas tract and the northwest corner of said 12.7586 acre City of Georgetown, Texas tract, same being an angle point on said south boundary line of the 532.34 acre PLA Capital LLC – Series Tract II tract;

THENCE, with the north boundary line of said 12.7586 acre City of Georgetown, Texas tract and said south boundary line of the 532.34 acre PLA Capital LLC – Series Tract II tract, the following three courses and distances:

1. **N 69°20'21" E** for a distance of **142.62 feet** to an iron rod found with illegible cap;

2. **N 68°12'22" E** for a distance of **373.69 feet** to an iron rod found with illegible cap;

3. **N 67°58'55" E** for a distance of **94.58 feet** to a 1/2" iron rod found monumenting the northeast corner of said 12.7586 acre City of Georgetown, Texas tract and the northwest corner of said 99.60 acre PLA Capital LLC – Series Tract I tract, for the northeast corner hereof;

THENCE, **S 24°33'23" E** with the east boundary line of said 12.7586 acre City of Georgetown, Texas tract and the west boundary line of said 99.60 acre Grantee # 1 tract for a distance of **869.47 feet** to the **POINT OF BEGINNING** hereof and containing 20.004 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor of 1.00015.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

May 23, 2025

SHANE SHAFER, R.P.L.S. NO. 5281 DATE



Z:\FREESE AND NICHOLS INC\GEORGETOWN NORTHLANDS WWTP 2024-58_COGT LTS\NORTHLANDS WWTP C.O.G.T. TRACTS LTS M&B 20250523.doc

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Second Reading - 2025-7-ANX - Three Forks Water Reclamation Facility

SUGGESTED ACTION:
Second Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, 59.54 acres of City of Georgetown owned property in the John Berry Survey, Abstract 51, as the Public Facility (PF) zoning district, for the property generally located at FM 971, to be known as the Three Forks Water Reclamation Plant (2025-7-ANX) -- Ryan Clark, AICP, Planning Manager

ITEM SUMMARY:

Overview of Applicant's Request:

The City seeks to annex the subject property, which belongs to the City, as part of its development into the Three Forks Water Reclamation Plant.

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 the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined in the attached staff report and UDC Criteria Analysis (Exhibit 6).

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 (15 notices mailed), a legal notice advertising the public hearing was placed in the Sun Newspaper (Sunday, February 15, 2026) and signs were posted on-site. As of the publication date of this report, staff has received 0 written comments in favor and 0 in opposition of the request.

Planning and Zoning Commission Recommendation:

At their March 3, 2026, meeting, the Planning and Zoning Commission recommended approval (7-0) of the request.

City Council First Reading:

At their March 24, 2026, meeting, the City Council approved (6-0) First Reading of the Ordinance for the proposed request.

FINANCIAL IMPACT:

None. The applicant has paid the required application fees.

SUBMITTED BY:
Haley Webre, Planning Department

ATTACHMENTS:
2025-7-ANX - Staff Report.pdf
2025-7-ANX - Staff Presentation.pdf
Exhibit 1 - Location Map.pdf
Exhibit 2 - Future Land Use Map.pdf
Exhibit 3 - Zoning Map.pdf
Exhibit 4 - Design and Development Standards of the Public Facility Zoning Map.pdf
Exhibit 5 - Letter of Intent.pdf
Exhibit 6 - UDC Approval Criteria Analysis.pdf
2025-7-ANX Ordinance with Exhibits.pdf

Planning Department Staff Report

Report Date: February 24, 2026
Case Number: 2025-7-ANX

AGENDA ITEM DESCRIPTION

Public Hearing and possible action on a request for a Zoning Map Amendment to zone, upon annexation, 59.54 acres of City of Georgetown owned property in the John Berry Survey, Abstract 51, as the Public Facility (PF) zoning district, for the property generally located at FM 971, to be known as the Three Forks Water Reclamation Facility (2025-7-ANX). Ryan Clark, AICP, Planning Manager

AGENDA ITEM DETAILS

Project Name:	**Three Forks Water Reclamation Facility Annexation**
Applicant:	**City of Georgetown c/o Larry Taylor**
Property Owner:	**City of Georgetown c/o Larry Taylor**
Property Address:	**2915 FM 971, Georgetown, Texas**
Legal Description:	**59.54 acres in the John Berry Survey, Abstract No. 51**
Current Zoning:	**n/a – located in City's ETJ**
Current Use:	**Undeveloped**

APPLICANT'S REQUEST

The applicant is requesting annexation with a base zoning district of Public Facility (PF) for this city owned property. The city intends to use this property for public infrastructure for surrounding development.

RECOMMENDATION

Staff recommend approval of the request.

PROPERTY CONTEXT

Neighborhood Character:

The subject property is located along the north side of FM 971, within an area characterized by large tracts of undeveloped land. Much of the surrounding area remains undeveloped and is located within the City's extraterritorial jurisdiction. Development in the vicinity is generally low intensity, with limited residential development to the southwest and largely undeveloped land to the northeast.

Zoning Trends:

Zoning in the vicinity of the subject site consists primarily of land within the City's extraterritorial jurisdiction (ETJ), with Residential-Single Family (RS) zoning along the waterway and the associated City Limits boundary of Berry Creek and small areas of Agricultural (AG) zoning present.

City Council

Present Property Description:

The subject property was acquired by the City of Georgetown in 2023 and is currently located within the City's extraterritorial jurisdiction. The site is undeveloped and has frontage along FM 971. The property appears to be generally flat.

STAFF ANALYSIS

Technical Review:

The subject property has an existing Future Land Use designation of Mixed-Density Neighborhood (MDN). MDNs are intended to provide a space for medium density housing types, small scale non-residential uses that serve the neighborhood, and civic uses. The Public Facility zoning district does not conflict with the future land use designation of the area. Additionally, the request aligns with both land use policies #10 and #12 which aim to support development decisions that improve infrastructure and keep Georgetown a safe, welcoming community that supports its residents.

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 made regarding the zoning request.

Staff reviewed the proposed annexation and rezoning request and found it complies with the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined in Exhibit 6.

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 annexation and initial zoning request (15 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (February 15, 2026) and signs were posted on-site. To date, staff has received 0 written comment in favor, and 0 in opposition to the request.

ATTACHMENTS

Exhibit 1 – Location Map
Exhibit 2 – Future Land Use Map
Exhibit 3 – Zoning Map
Exhibit 4 – Design and development standards of the Public Facility Zoning District
Exhibit 5 – Letter of Intent
Exhibit 6 – Criteria Analysis

SUBMITTED BY

Ryan Clark, Planning Manager

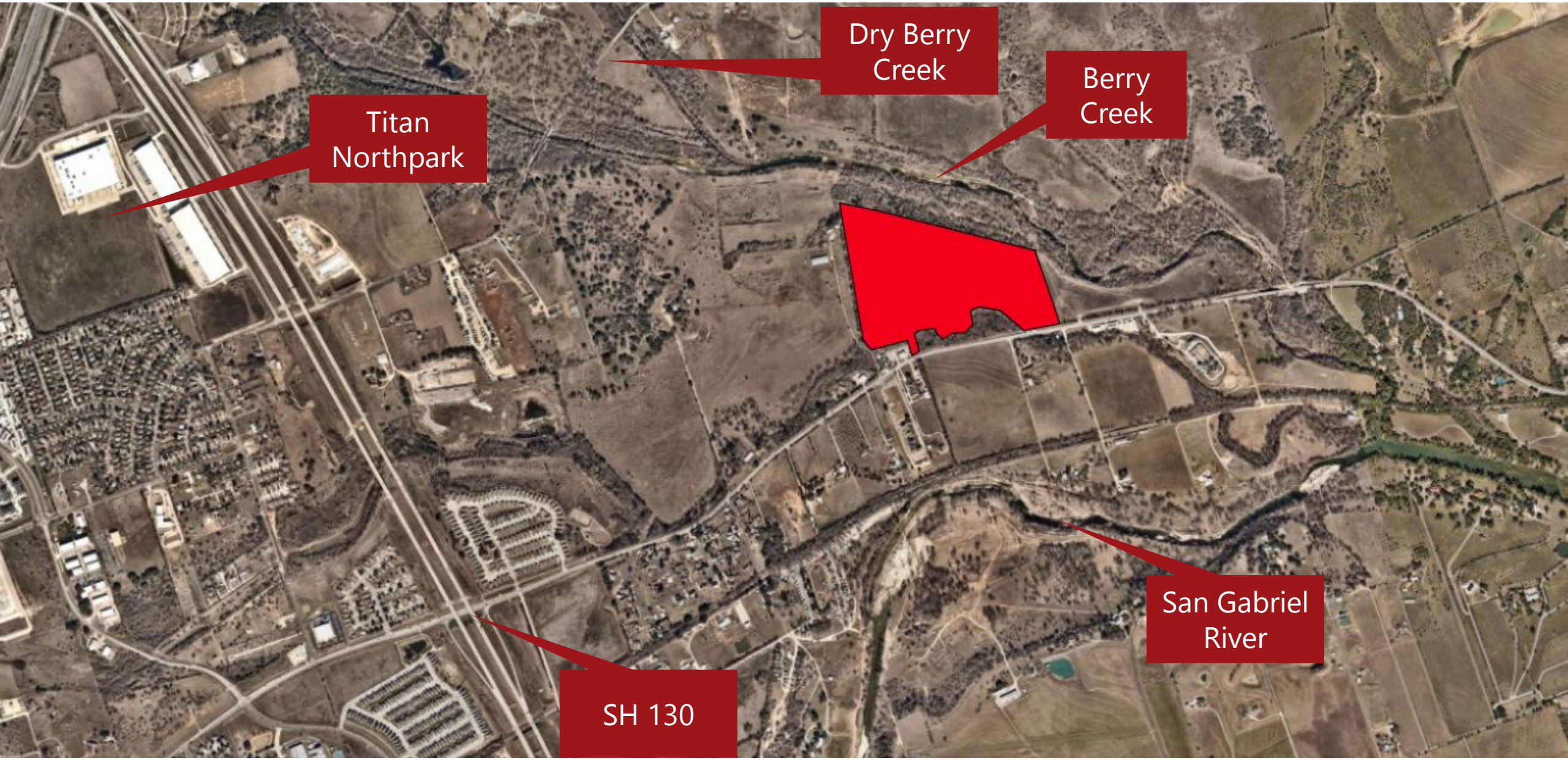
Three Forks Water Reclamation Facility 2025-7-ANX

April 14, 2026 | City Council

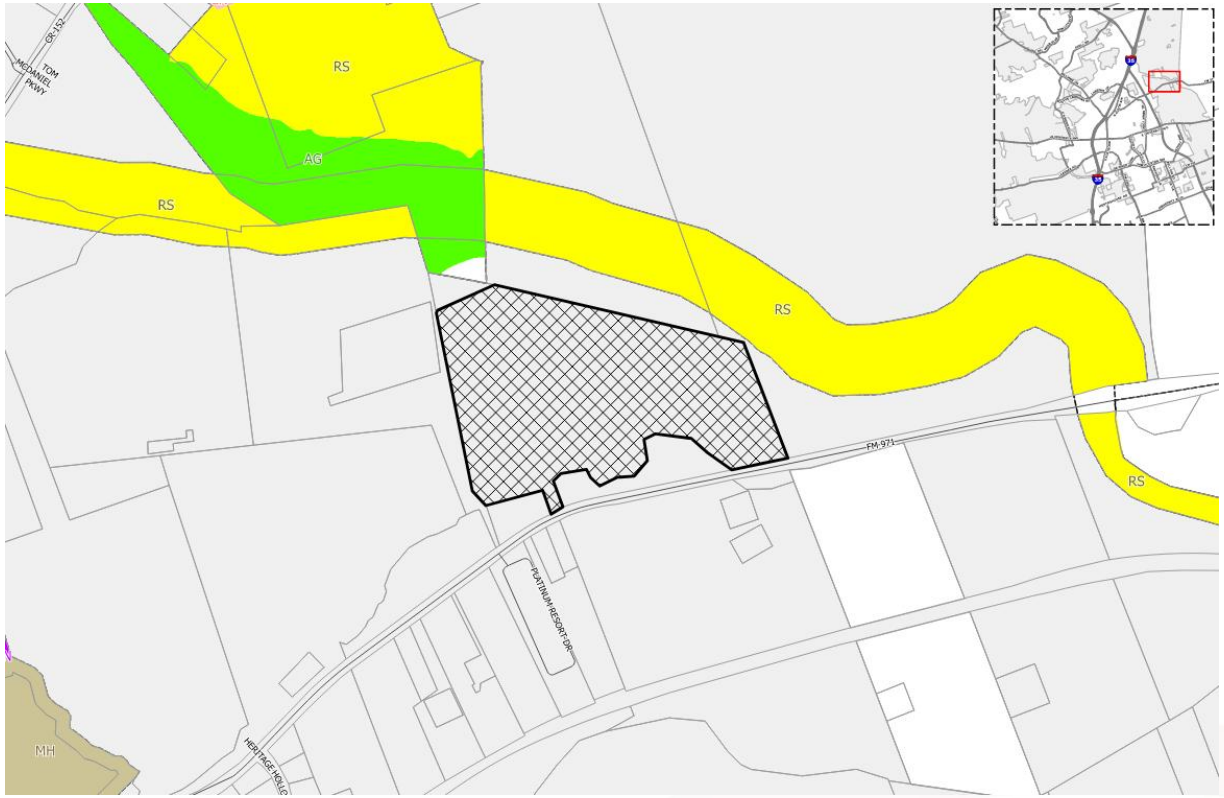
Item Under Consideration

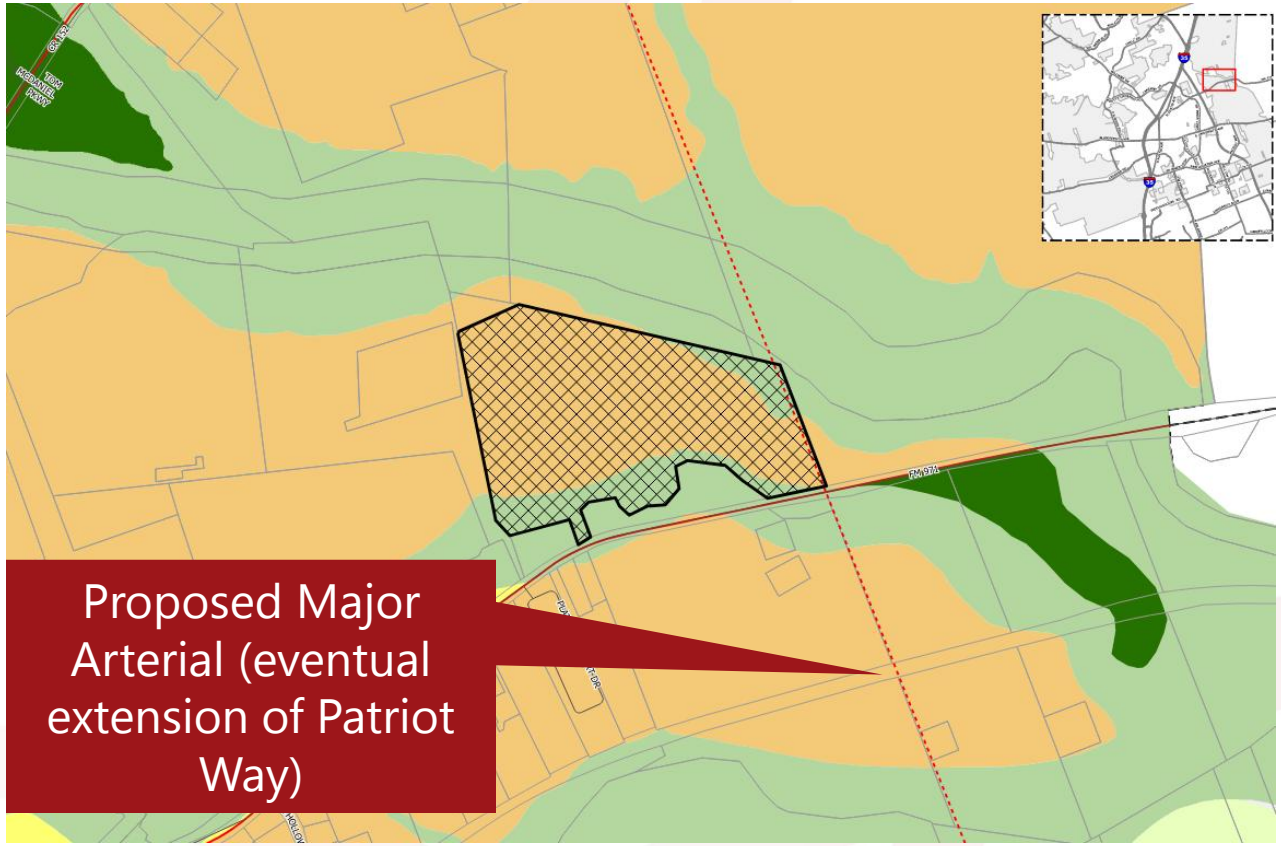
2025-7-ANX

- Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, 59.54 acres of City of Georgetown owned property in the John Berry Survey, Abstract 51, as the Public Facility (PF) zoning district, for the property generally located at FM 971, to be know as the Three Forks Water Reclamation Facility (2025-7-ANX). Ryan Clark, AICP, Planning Manager


Dry Berry Creek
Berry Creek
Titan Northpark
San Gabriel River
SH 130

Zoning and Future Land Use Map





Mixed Density Neighborhood (MDN)

- Provides for a variety of single-family and medium density housing types in a compact network of complete, walkable streets
- consistent with and complimentary to a traditional neighborhood, with an emphasis on connectivity
- Compatibility between housing types can be achieved through development standards like lot size, setbacks, and building design
- Non-residential uses located at arterials and major intersections with appropriate buffering and pedestrian elements

- **DUA:** 5.0 minimum
- **Target Ratio:** 25% detached residential (5-7 DUA), 45% Moderate density residential (townhomes, duplexes, cottage court), 30% nonresidential
- **Primary Use:** Variety of single-family home types (detached, duplex, townhome), small lot single-family detached homes
- **Secondary Uses:** Limited neighborhood-serving retail and service uses, office, institutional, civic, parks, and open space

Public Facilities (PF)

- Location for government, public, and semi-public uses
- May include schools, public parks, hospitals, airports, government offices, and churches
- Does not include industrial or storage yards
- Some uses allowed are high intensity
- Subject to non-residential design standards

Dimensional Standards

- Max building height = 45’
- Front setback = 25’
- Side setback = 5’
- Rear setback = 0’
- Side Setback to Residential = 15’
- Rear Setback to Residential = 25’
- 15’ bufferyard when adjacent to residential

Allowed Uses in the Public Facilities (PF) Zoning District

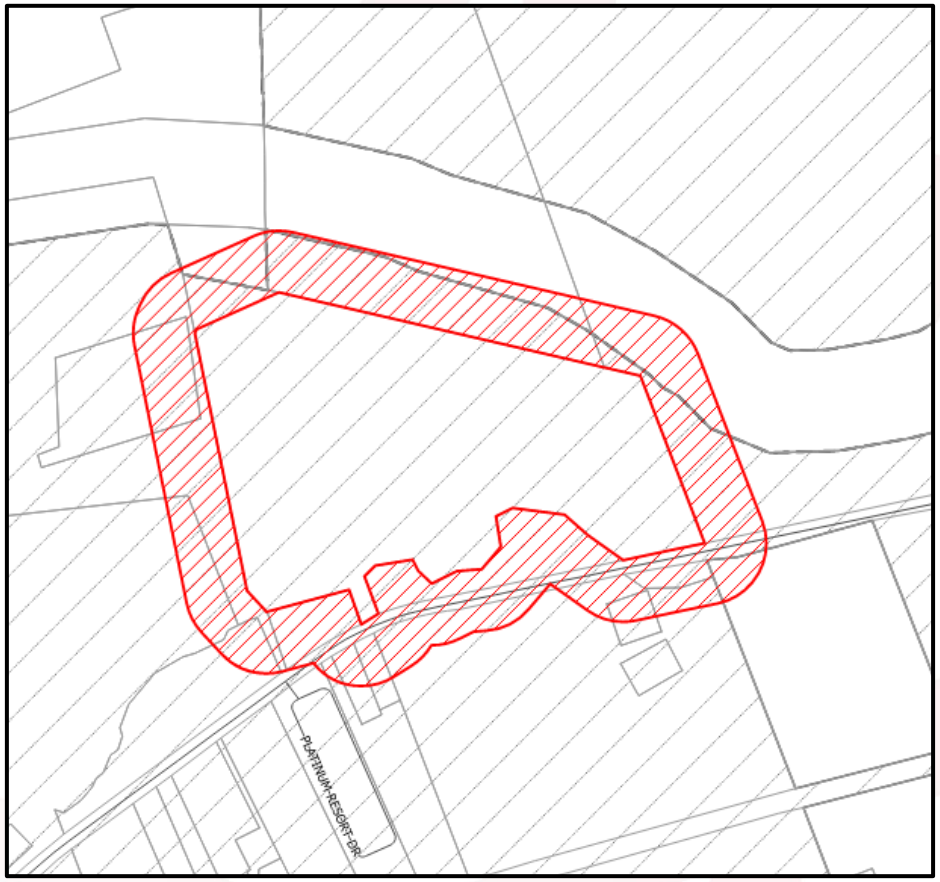
Permitted by Right	Permitted with Limitations	Permitted with a SUP
Emergency Services Station	Elementary School	Group Home (16 or more residents)
Government or Postal Office	Middle School	Orphanage
Library or Museum	High School	Correctional Facility
Social Service Facility	Boarding School	Psychiatric Hospital
Hospital	College or University	Substance Abuse Treatment Facility
Nature Preserve or Community Garden	Business or Trade School	Cemetary, Columbaria, Mausoleum or Memorial Park
Bus Barn	Activity Center, Youth or Senior	Major Event Entertainment
Parking Lot, Off-Site	Animal Shelter	Airport
Park-n-Ride Facility	Community Center	Wireless Transmission Facility >40'
Transit Passenger Terminal	Religious Assembly Facilities (with or without Columbaria)	
Utility Services, Minor, Intermediate, and Major	Public Park, Neighborhood and Regional	
	Golf Course	
	Restaurant, General	
	Event Facility	
	Athletic Facility, Indoor or Outdoor	
	Wireless Transmission Facility ≤40'	
	Heliport	

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		
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		

Public Notifications

- 15 property owners within the 300’ buffer
- Notice in Sun News on 02/15/2026
- Signs posted on the property
- To date, staff has received:
  - 0 written comments IN FAVOR
  - 0 written comments OPPOSED



Planning & Zoning Commission Action

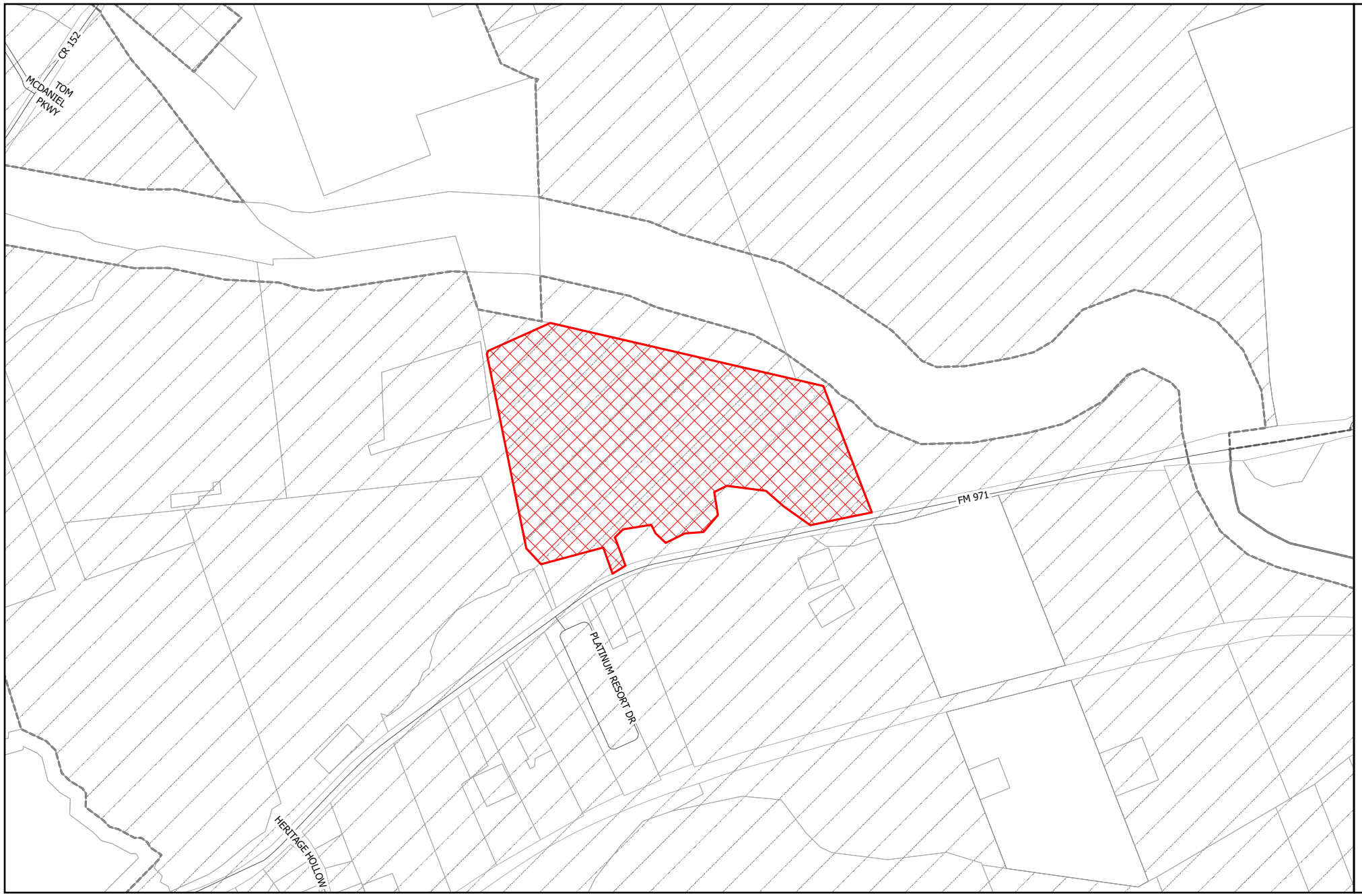
- At their March 3, 2026 meeting, the Planning & Zoning Commission recommended approval of the request (7-0).

Summary

- Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, 59.54 acres of City of Georgetown owned property in the John Berry Survey, Abstract 51, as the Public Facility (PF) zoning district, for the property generally located at FM 971, to be know as the Three Forks Water Reclamation Facility (2025-7-ANX). Ryan Clark, AICP, Planning Manager
- Per UDC Section 3.06.020.E, the Planning and Zoning Commission shall hold a Public Hearing… and make a recommendation to the City Council.

First Reading of an Ordinance

- **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS AND THE ANNEXATION AND INITIAL ZONING DESIGNATION OF PUBLIC FACILITY (PF) OF CERTAIN TERRITORY CONSISTING OF 59.54 ACRES, MORE OR LESS, IN THE JOHN BERRY SURVEY ABSTRACT NO. 51, AS DESCRIBED HEREIN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**



GEORGETOWN
TEXAS
more than welcome

Location

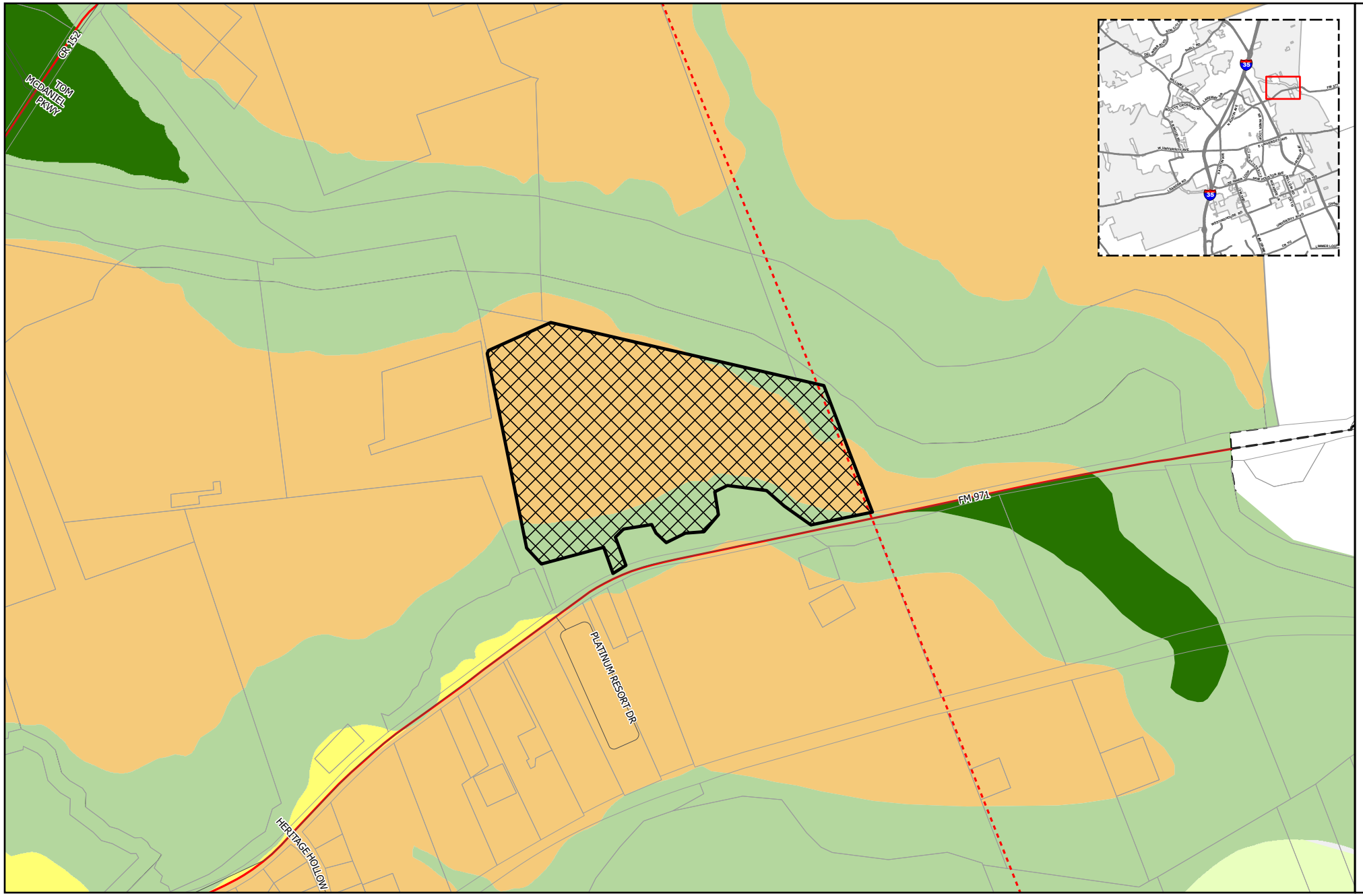
2025-7-ANX

Exhibit #1

- Site
- Parcels
- City Limits
- Georgetown ETJ

N

0 0.13 0.25 Miles



GEORGETOWN
TEXAS
more than welcome

Future Land Use/ Overall Transportation Plan

2025-7-ANX
Exhibit #3

- Site
- Parcels
- City Limits
- Georgetown ETJ

Future Land Use

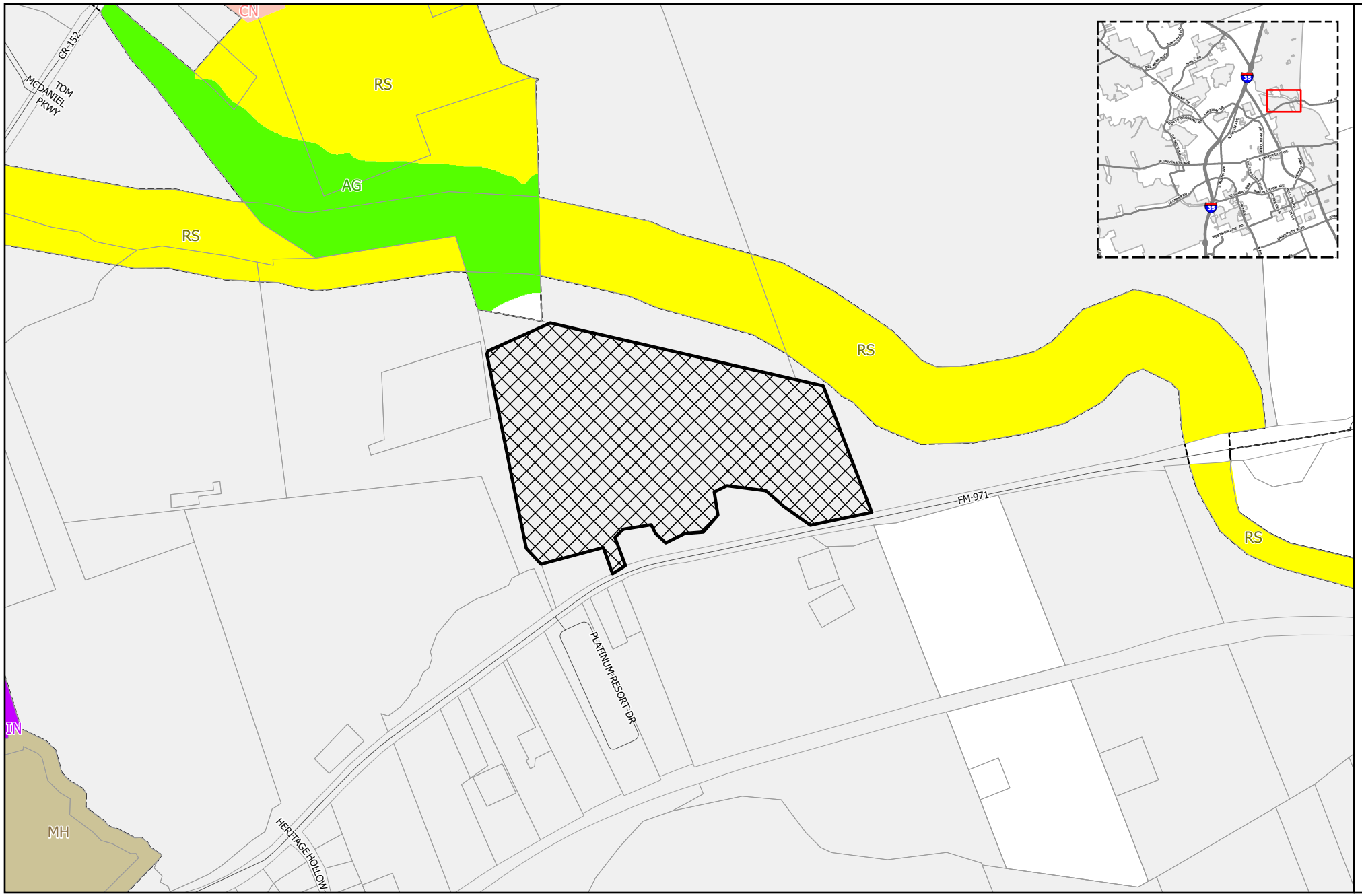
- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area

Thoroughfare

- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail

N

0 500 1,000 Feet



GEORGETOWN TEXAS
more than welcome

Zoning

2025-7-ANX

Exhibit #3

- Site
- PUD
- City Limits
- Courthouse View Overlay
- Old Town Overlay
- Historic Overlay
- Downtown Overlay
- SPO Overlay
- Gateway Overlay
- Parcels
- Georgetown ETJ

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

N

0 500 1,000 Feet

PF Public Facility

Residential Uses	Sec. 5.02.010
Special Use Permit Required	Group Home (16 residents or more), Orphanage

Civic Uses	Sec. 5.03.010
Permitted by Right	Emergency Services Station, Government or Postal Office, Library or Museum, Social Service Facility, Hospital, Nature Preserve or Community Garden
Permitted with Limitations	School (Elementary, Middle, High, College or University, Boarding, Business or Trade), Activity Center (Youth or Senior), Animal Shelter, Community Center, Religious Assembly Facilities (Inc. with Columbaria), Public Park (Neighborhood or Regional), Golf Course
Special Use Permit Required	Correctional Facility, Psychiatric Hospital, Substance Abuse Treatment Facility, Cemetery, Columbaria, Mausoleum or Memorial Park,

Commercial Uses	Sec. 5.04.010
Permitted with Limitations	Restaurant (General), Event Facility, Athletic Facility (Indoor or Outdoor)
Special Use Permit Required	Major Event Entertainment

Transportation & Utility Uses	Sec. 5.05.010
Permitted by Right	Bus Barn, Parking Lot (off-site), Park-n-Ride Facility, Transit Passenger Terminal, Utility Services (Minor, Intermediate, Major)
Permitted with Limitations	Heliport, Wireless Transmission Facility (40' or less)
Special Use Permit Required	Airport, Wireless Transmission Facility (over 40')

Temporary Uses	Sec. 5.08.010
Permitted with Limitations	Seasonal Product Sales, Farmer's Market, Temporary and Transient Mobile or Outdoor Food Vendor, Business Offices, Concrete Products, Construction Field Office, Construction Staging (off-site), Parking Lot, Portable Classrooms

Outdoor Display & Storage	Sec. 5.09.020
Permitted	Outdoor Storage (Limited)

***Dimensional Standards on the back**

PF Public Facility

Dimensional Standards: Sec. 7.02.020	**Feet**
Minimum Lot Width	50
Minimum Lot Size	-
Front/street setback	25
Side Setback	5
Side setback to residential or an existing SF home in the ETJ that is platted or planned for residential use on the FLU Map	15
Rear Setback	0
Rear Setback to residential or an existing SF home in the ETJ that is platted or planned for residential use on the FLU Map	25
Maximum Building Height	45
Maximum Impervious Cover - Sec. 11.02	70%
Dimensional Interpretations and Exceptions – Sec. 7.02.030	-
Bufferyard: UDC Sec. 8.04.06 a) Medium level – 15 ft wide planting area; One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet	-
Landscaping: UDC Sec. 8.01	-
Tree Preservation and Protection – Sec. 8.02.	-

April 22, 2025

RE: Voluntary Annexation of R503136; R503133; R038968; R039105; R633916

Ryan,

The City of Georgetown, Texas (the "City") hereby submits its application for annexation of the below described properties:

Owner: The City is the owner of the properties proposed to be annexed.

Contiguity: These properties are contiguous with the City limits of the City of Georgetown, as they exist today, on their north and south boundaries.

Property Size/location:

Property	Size/Location	Current Use	Requested Zoning District	TIF Zone
R503136	12.7586 acres of the Frederick Foy Survey, Abstract 229, Williamson County	undeveloped	Public Facility (PF)	Sun City
R503133	7.2414 acres of the Frederick Foy Survey, Abstract 229, Williamson County	undeveloped	Public Facility (PF)	Sun City
R038968	59.54 acres in the John Berry Survey, Abstract 51, Williamson County	undeveloped	Public Facility (PF)	C
R039105	27.214 acres in the John Berry Survey, Abstract 51, Williamson County	Water treatment plant	Public Facility (PF)	C
R633916	3.266 acres in the Lewis P. Dyches Survey, Abstract 180, Williamson County	undeveloped	Public Facility (PF)	E

Approval Criteria:

- *The application is complete, and the information contained within the application is sufficient and correct enough to allow adequate review and final action; and*
    - All information requested and required is believed to be submitted herein, complete, and accurately stated.
- *The annexation promotes the health, safety or general welfare of the City and the safe, orderly, and healthful development of the City*.

  - The construction of these water treatment plant are key to ensuring a high quality of life for Georgetown's residents as the City continues to grow as well as provide flood control for the area. The treatment plants will provide water to residents and businesses on the west side of the City as it expands while also ensuring that the existing water infrastructure in the city is not strained beyond capacity.
- *Consistency with the City's adopted long-range plans and annexation policies.*
  - The subject properties are within the Mixed Density Neighborhood (MDN) future land use designation, which is intended to provide a mix of single-family and medium density housing types to allow a transition to higher density residential or more intense non-residential uses of nearby properties. Secondary uses supported within MDN are neighborhood-serving retail, office, institutional and civic uses. The Public Facility zoning district is subject to non-residential design and landscaping standards with nearby or adjacent residential uses.
- *The zoning change is compatible with the present zoning and confirming uses of nearby property and the with the character of the neighborhood; and*
  - The area surrounding the subject properties along FM 971 are primarily undeveloped. The property along SE Inner Loop is adjacent to property zoned as PUD with a base zoning of Commercial (C-3). The proposed Public Facility zoning district and the water treatment plant it is intended to support would create a distinct feature in the surrounding area. The maximum allowable height within Public Facility is 45 feet, which will allow for significantly taller structures than anything in its immediate vicinity.
- *The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.*
  - The subject properties are large enough to accommodate all of the features planned for the site and the development standards for Public Facility zoning. With the exception of the Three Forks site, there are no manmade or natural barriers on the subject property that would hinder the project's development. The Three Forks site is partially encumbered by a flood plain along it' southern boundary. Where districts such as Industrial, Office and Business Park support similar uses allowed in these districts would be appropriate adjacent to them, public facility does not, instead it allows for a higher intensity of use specifically for a public good. The Public Facility zoning district requires a larger setback and reduced maximum height from than the Industrial and Business Park zoning districts which allow for similar uses. These more restrictive design standards allow for uses in the Public Facility district to more easily incorporate into any potential residential or low intensity non-residential uses that can develop adjacent to the subject property

This application supports the health and safety of the public by providing for control and operation of property owner by the City of Georgetown, clarifying the provision of emergency services, and allowing for the extension of utilities, management of drainage, etc. by the City.

The applicant reserves the right to pull this annexation application from consideration at any time during the proceedings.

Sincerely,

Larry Taylor

CIP Project Manager
City of Georgetown, Texas

Enc: Metes and Bounds Desc. (w/ diagram)
Property Owner's Consent Form

Exhibit 6
UDC Approval Criteria Review

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**
This application was reviewed by staff and deemed to be complete.	
2. The zoning change is consistent with the Comprehensive Plan.	**Complies**
The property has a future land use designation of Mixed-Density Neighborhood (MDN). MDNs are intended to provide an area for medium density housing types, neighborhood serving retail, and civic uses. The Public Facility zoning district is appropriate within the MDN future land use designation. The proposed request also aligns with Land Use Policies #10 and #12 which intend to support the city's growth and provide necessary infrastructure to keep Georgetown safe and welcoming for all residents.	

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**
Annexing the property with a base zoning district of Public Facility will subject the property to additional regulations in the UDC that the site is not currently regulated under today. These regulations will ensure the site functions properly near residential dwelling units. For example, with a zoning district of PF, the site will be required to provide a medium level bufferyard adjacent to any single-family areas ensuring this site does not substantially conflict with surrounding properties. Additionally, this annexation and zoning request will allow for the construction of necessary infrastructure for the current and future residents in this part of Georgetown, promoting the safe, orderly, and healthful development of the city.	
4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	**Complies**
As stated previously, the area surrounding the subject site is largely undeveloped but is planned for a residential neighborhood. The Public Facility zoning district is intended to be compatible with both residential and non-residential zoning districts. The uses allowed within the PF zoning district can be more intense that what is typically constructed around residential homes, but there are certain code standards that mitigate any negative aspects of these uses. Generally, the PF zoning district is compatible with the surrounding area's character and present zoning. *See next page*	

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.	

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS AND THE ANNEXATION AND INITIAL ZONING DESIGNATION OF PUBLIC FACILITY (PF) OF CERTAIN TERRITORY CONSISTING OF 59.54 ACRES, MORE OR LESS, IN THE JOHN BERRY SURVEY ABSTRACT NO. 51, AS DESCRIBED HEREIN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the owners of the area proposed for annexation requested annexation of the area by the City of Georgetown ("City") pursuant to Local Government Code Section 43.0671; and

WHEREAS, all of the herein-described property lies within the extraterritorial jurisdiction of the City and is contiguous to the City; and

WHEREAS, the City Council approved a resolution granting the petition for 59.54 acres on February 10, 2026; and

WHEREAS, Section 4.03.010 of the City's Unified Development Code ("UDC") creates procedures for initial zoning of newly annexed territory; and

WHEREAS, all prerequisites of state law and the City Charter have been complied with.

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 of the City of Georgetown hereby annexes into the City limits 59.54 acres in the John Berry Survey, Abstract No. 51, as shown in Exhibit A and as described in Exhibit B of this ordinance (the "Property"). The Property is hereby included in City Council District ---, as it is adjacent to Council District --- and no other City Council Districts. The City's official boundary map and City Council Districts map shall be amended accordingly.

Section 4. The Property is hereby included in the transportation service area known as "Area C." In accordance with Section 12.46.160 of the City's Code of Ordinances, the City's Official Transportation Service Area Map shall be updated to reflect that the Property is in such transportation service area, provided that such update will be for mapping purposes only and no updates to the transportation impact fee capital improvements plans or land use assumptions will be required.

Section 5. In accordance with the procedures for initial zoning of newly annexed territory described in Section 4.03.010 of the UDC, and for the reasons set forth by City Staff, the City Council hereby finds that a zoning classification of Public Facility (PF) is appropriate for the Property and consistent with the City's Comprehensive Plan, and upon annexation, the Property shall have a zoning of Public Facility (PF). The City's Official Zoning Map shall be amended accordingly.

Section 6. Upon annexation of the Property, the City shall provide to the Property the municipal services set forth in the Municipal Services Agreement attached to this ordinance as Exhibit C and by this reference incorporated within it (the "Agreement"), pursuant to the schedule set forth therein. The City shall have no obligation to provide services to the Property not listed in the Agreement.

Section 7. 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 8. 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 9. 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

Annexation Map

Wastewater Facilities

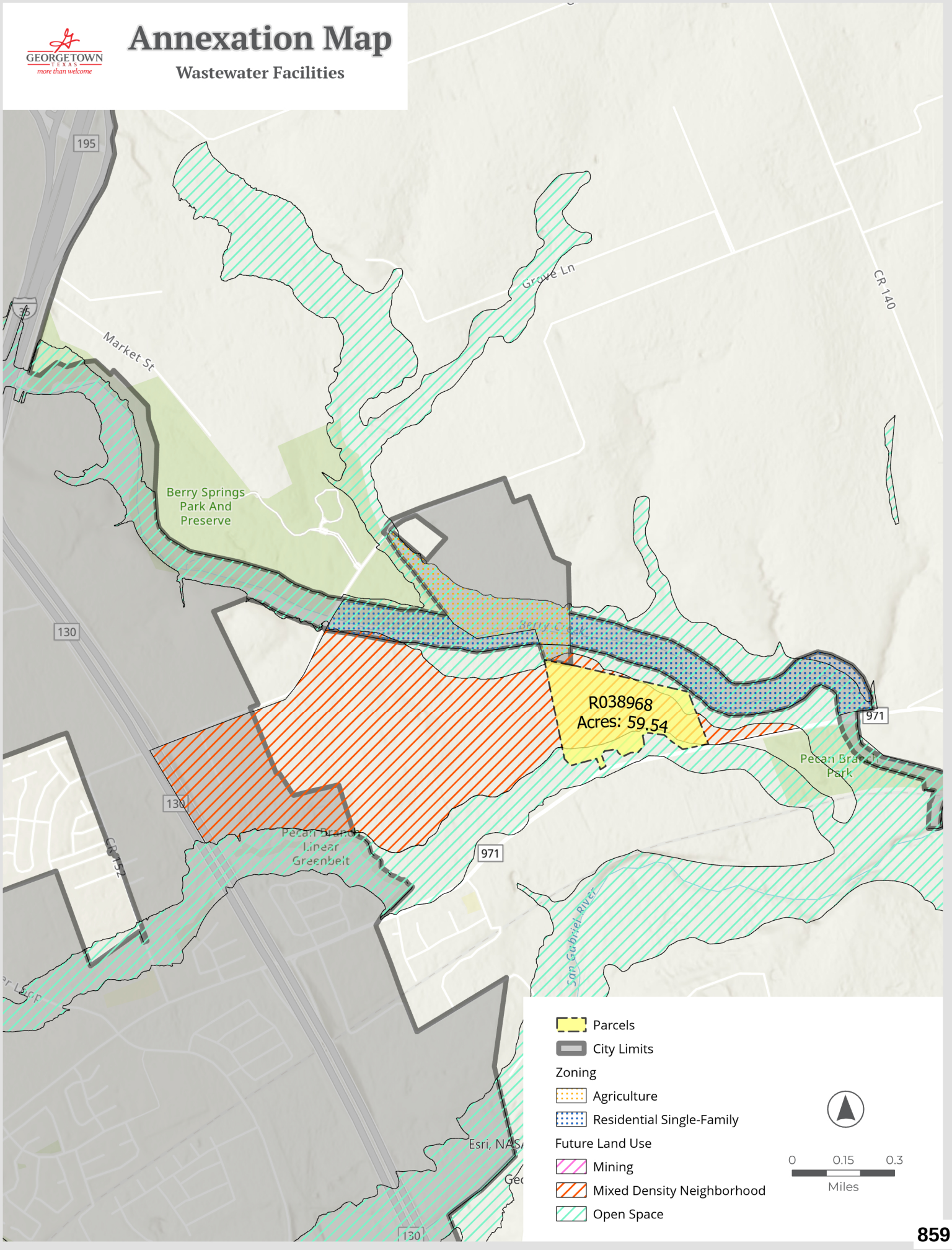


EXHIBIT B

59.54 Acres
John Berry Survey, Abstract 51
Williamson County, Texas

DESCRIPTION

DESCRIPTION OF A 59.54 ACRE TRACT OF LAND, LOCATED IN THE JOHN BERRY SURVEY, ABSTRACT 51, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 59.41 ACRE TRACT OF LAND DESCRIBED IN A PARTITION DEED TO DAVID TERRY GIBSON AND JERRY PAT GIBSON OF RECORD IN VOLUME 1858, PAGE 107, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, (DR) SAID 59.54 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND IN APRIL AND MAY, 2023, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the north right of way line of Farm to Market Road No. 971 (FM 971), an 80 foot right of way, dedicated in Volume 453, Page 284 and Volume 453, Page 286, DR, at its intersection with the east boundary line of said 59.41 acre tract of land, for the southwest corner of a called 116.60 acre tract of land described in a Warranty Deed to Pinnacle Building Co., Inc. of record in Document Number 2021008145, of the Official Public Records of Williamson County, Texas (OPR), and for the **POINT OF BEGINNING**, from which point a 1/2-inch iron rod found with cap stamped “ATWELL LLC” bears South 20°49'00" East, a distance of 0.66 feet;

THENCE, **South 20°49'00" East**, with the east boundary line of that certain 0.730 acre (Part 2) right-of-way easement described in Volume 453, Page 286, DR, same line being the east boundary line of said 59.41 acre tract, a distance of **76.21 feet**, to a calculated point for the southeast corner of said 59.41 acre tract, and for the southeast corner of the herein described tract;

THENCE, **South 82°52'30" West**, with the south boundary line of said 59.41 acre tract of land, a distance of **431.50 feet**, to a calculated point in the west boundary line of said 0.730 acre (Part 2) right-of-way easement, for a corner of the herein described tract;

THENCE, **North 56°37'30" West**, with said west boundary line of the 0.730 acre (Part 2) right-of-way easement, with the approximate centerline of Pecan Branch, at a distance of 57.25 feet pass the southeast corner of a called 4.59 acre tract of land described in a Warranty Deed to David Terry Gibson of record in Document Number 2012101071, OPR, in all a total distance of **178.02 feet**, to a calculated point, for a corner of the herein described tract;

THENCE, continuing with the approximate centerline of Pecan Branch, same line being the common boundary line of said 59.41 acre tract and said 4.59 acre tract, the following eleven (11) courses and distances:

1. **North 47°22'30" West**, a distance of **175.02 feet**, to a calculated point;
2. **North 82°42'30" West**, a distance of **256.03 feet**, to a calculated point ;
3. **South 63°47'30" West**, a distance of **96.01 feet**, to a calculated point;
4. **South 09°22'30" East**, a distance of **146.02 feet**, to a calculated point;
5. **South 42°17'30" West**, a distance of **142.02 feet**, to a calculated point;
6. **South 85°07'30" West**, a distance of **125.01 feet**, to a calculated point;

1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
512-238-1200 office

INLAND GEODETICS
Land Surveyors

7. **South 65°07'30" West**, a distance of **144.02 feet**, to a calculated point;
8. **North 46°57'30" West**, a distance of **95.01 feet**, to a calculated point;
9. **North 23°42'30" West**, a distance of **58.01 feet**, to a calculated point;
10. **South 79°37'30" West**, a distance of **184.02 feet**, to a calculated point;
11. **South 49°07'30" West**, a distance of **77.01 feet**, to a 5/8-inch iron rod set with cap stamped "INLAND GEODETICS" for the northwest corner of said 4.59 acre tract, same point being an ell corner of said 59.41 acre tract and an ell corner of the herein described tract;

THENCE, **South 20°52'30" East**, with the west boundary line of said 4.59 acre tract and an east boundary line of said 59.41 acre tract, a distance of **121.01 feet**, to a 5/8-inch iron rod set with cap stamped "INLAND GEODETICS" in the north right of way line of the Old Georgetown to Weir Road, no dedication found to date, for an ell corner of said 59.41 acre tract and for an ell corner of the herein described tract;

THENCE, **South 52°57'30" West**, with said north right of way line of Old Georgetown to Weir Road, a distance of **50.42 feet**, to a calculated point in the east boundary line of a called 2.186 acre tract of land described in a General Warranty Deed with Vendor's Lien to Robin De Miranda and Alfa Knoll of record in Document Number 2020158567, OPR, for an ell corner of the herein described tract;

THENCE, **North 21°24'13" West**, with said east boundary line of said 2.186 acre tract, a distance of **138.08 feet**, to a 5/8-inch iron rod set with cap stamped "INLAND GEODETICS" for the northeast corner of said 2.186 acre tract, and for an ell corner of the herein described tract;

THENCE, **South 73°13'40" West**, with the north boundary line of said 2.186 acre tract, a distance of **415.30 feet**, to a calculated point for the northwest corner of said 2.186 acre tract, a corner of a called 52.3602 acre tract of land described in a Warranty Deed with Vendor's Lien to Thomas E. Byrd and Tracie J. Byrd of record in Volume 2416, Page 424, DR, and for the southerly southwest corner of the herein described tract, from which point a bent 1/2-inch iron rod found in said north right of way line of Old Georgetown to Weir Road bears, South 20°27'48" East, a distance of 289.27 feet;

THENCE, **North 46°20'19" West**, with the southwest boundary line of said 59.41 acre tract, a distance of **155.20 feet**, to a 5/8-inch iron rod set with cap stamped "INLAND GEODETICS" in the east boundary line of said 52.3602 acre tract, for the westerly southwest corner of the herein described tract;

THENCE, **North 11°58'10" West**, with said east boundary line of said 52.3602 acre tract, a distance of **1284.48 feet**, to a 5/8-inch iron rod set with cap stamped "INLAND GEODETICS" in the west boundary line of said 59.41 acre tract, for an ell corner of said 52.3602 acre tract and the westerly northwest corner of the herein described tract;

THENCE, with the northeast boundary line of said 52.3602 acre tract, the following three (3) courses and distances:

1. **North 32°34'46" East**, a distance of **28.38 feet**, to a 5/8-inch iron rod set with cap stamped "INLAND GEODETICS";

2. **North 66°27'32" East**, a distance of **395.96 feet**, to a 5/8-inch iron rod set with cap stamped "INLAND GEODETICS";
3. **North 69°49'06" East**, a distance of **60.34 feet**, to a 5/8-inch iron rod set with cap stamped "INLAND GEODETICS" in the north boundary line of said 59.41 acre tract, same line being a south boundary line of said 116.61 acre tract, for the northernmost northwest corner of the herein described tract;

THENCE, with the common boundary line of said 59.41 acre tract and 116.60 acre tract, the following two (2) courses and distances:

1. **South 76°47'30" East**, a distance of **1804.20 feet**, to a concrete monument found for an ell corner of said 116.60 acre tract, the northeast corner of said 59.41 acre tract, and the northeast corner of the herein described tract;
2. **South 20°49'00" East**, a distance of **872.45 feet**, to the **POINT OF BEGINNING** and containing 59.54 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 are surface values represented in US Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00012.

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

THE STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENT
COUNTY OF TRAVIS §

That I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground during the months of April and May, 2023, under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 25th of May, 2023, A.D.

INLAND GEODETICS



Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100

P:\Projects\City of Georgetown (CoG)\COG-008-FM 971\5 -Descriptions-Reports\COG-008-Description-FM 971.docx

EXHIBIT C

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF GEORGETOWN, TEXAS

AND THE CITY OF GEORGETOWN, TEXAS

This Municipal Services Agreement ("Agreement") is entered into on the 10 day of March, 2026 by and between the City of Georgetown, Texas, a home-rule municipality of the State of Texas ("City") and The City of Georgetown ("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, the City owns certain parcels of land located at FM 971, Georgetown, Texas 78626, which consists of approximately 59.64 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. 2025-7-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 10 day of March, 2026 by Josh Schroeder, Mayor of the City of Georgetown, a Texas municipal corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

KAREN FROST
Notary Public, State of Texas
Comm. Expires 05-24-2028
Notary ID 10536084

EXHIBIT "A"

59.54 Acres
John Berry Survey, Abstract 51
Williamson County, Texas

DESCRIPTION

DESCRIPTION OF A 59.54 ACRE TRACT OF LAND, LOCATED IN THE JOHN BERRY SURVEY, ABSTRACT 51, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 59.41 ACRE TRACT OF LAND DESCRIBED IN A PARTITION DEED TO DAVID TERRY GIBSON AND JERRY PAT GIBSON OF RECORD IN VOLUME 1858, PAGE 107, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, (DR) SAID 59.54 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND IN APRIL AND MAY, 2023, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the north right of way line of Farm to Market Road No. 971 (FM 971), an 80 foot right of way, dedicated in Volume 453, Page 284 and Volume 453, Page 286, DR, at its intersection with the east boundary line of said 59.41 acre tract of land, for the southwest corner of a called 116.60 acre tract of land described in a Warranty Deed to Pinnacle Building Co., Inc. of record in Document Number 2021008145, of the Official Public Records of Williamson County, Texas (OPR), and for the **POINT OF BEGINNING**, from which point a 1/2-inch iron rod found with cap stamped "ATWELL LLC" bears South 20°49'00" East, a distance of 0.66 feet;

THENCE, **South 20°49'00" East**, with the east boundary line of that certain 0.730 acre (Part 2) right-of-way easement described in Volume 453, Page 286, DR, same line being the east boundary line of said 59.41 acre tract, a distance of **76.21 feet**, to a calculated point for the southeast corner of said 59.41 acre tract, and for the southeast corner of the herein described tract;

THENCE, **South 82°52'30" West**, with the south boundary line of said 59.41 acre tract of land, a distance of **431.50 feet**, to a calculated point in the west boundary line of said 0.730 acre (Part 2) right-of-way easement, for a corner of the herein described tract;

THENCE, **North 56°37'30" West**, with said west boundary line of the 0.730 acre (Part 2) right-of-way easement, with the approximate centerline of Pecan Branch, at a distance of 57.25 feet pass the southeast corner of a called 4.59 acre tract of land described in a Warranty Deed to David Terry Gibson of record in Document Number 2012101071, OPR, in all a total distance of **178.02 feet**, to a calculated point, for a corner of the herein described tract;

THENCE, continuing with the approximate centerline of Pecan Branch, same line being the common boundary line of said 59.41 acre tract and said 4.59 acre tract, the following eleven (11) courses and distances:

1. **North 47°22'30" West**, a distance of **175.02 feet**, to a calculated point;
2. **North 82°42'30" West**, a distance of **256.03 feet**, to a calculated point ;
3. **South 63°47'30" West**, a distance of **96.01 feet**, to a calculated point;
4. **South 09°22'30" East**, a distance of **146.02 feet**, to a calculated point;
5. **South 42°17'30" West**, a distance of **142.02 feet**, to a calculated point;
6. **South 85°07'30" West**, a distance of **125.01 feet**, to a calculated point;

1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
512-238-1200 office

INLAND GEODETICS
Land Surveyors

7. **South 65°07'30" West**, a distance of **144.02 feet**, to a calculated point;
8. **North 46°57'30" West**, a distance of **95.01 feet**, to a calculated point;
9. **North 23°42'30" West**, a distance of **58.01 feet**, to a calculated point;
10. **South 79°37'30" West**, a distance of **184.02 feet**, to a calculated point;
11. **South 49°07'30" West**, a distance of **77.01 feet**, to a 5/8-inch iron rod set with cap stamped "INLAND GEODETICS" for the northwest corner of said 4.59 acre tract, same point being an ell corner of said 59.41 acre tract and an ell corner of the herein described tract;

THENCE, **South 20°52'30" East**, with the west boundary line of said 4.59 acre tract and an east boundary line of said 59.41 acre tract, a distance of **121.01 feet**, to a 5/8-inch iron rod set with cap stamped "INLAND GEODETICS" in the north right of way line of the Old Georgetown to Weir Road, no dedication found to date, for an ell corner of said 59.41 acre tract and for an ell corner of the herein described tract;

THENCE, **South 52°57'30" West**, with said north right of way line of Old Georgetown to Weir Road, a distance of **50.42 feet**, to a calculated point in the east boundary line of a called 2.186 acre tract of land described in a General Warranty Deed with Vendor's Lien to Robin De Miranda and Alfa Knoll of record in Document Number 2020158567, OPR, for an ell corner of the herein described tract;

THENCE, **North 21°24'13" West**, with said east boundary line of said 2.186 acre tract, a distance of **138.08 feet**, to a 5/8-inch iron rod set with cap stamped "INLAND GEODETICS" for the northeast corner of said 2.186 acre tract, and for an ell corner of the herein described tract;

THENCE, **South 73°13'40" West**, with the north boundary line of said 2.186 acre tract, a distance of **415.30 feet**, to a calculated point for the northwest corner of said 2.186 acre tract, a corner of a called 52.3602 acre tract of land described in a Warranty Deed with Vendor's Lien to Thomas E. Byrd and Tracie J. Byrd of record in Volume 2416, Page 424, DR, and for the southerly southwest corner of the herein described tract, from which point a bent 1/2-inch iron rod found in said north right of way line of Old Georgetown to Weir Road bears, South 20°27'48" East, a distance of 289.27 feet;

THENCE, **North 46°20'19" West**, with the southwest boundary line of said 59.41 acre tract, a distance of **155.20 feet**, to a 5/8-inch iron rod set with cap stamped "INLAND GEODETICS" in the east boundary line of said 52.3602 acre tract, for the westerly southwest corner of the herein described tract;

THENCE, **North 11°58'10" West**, with said east boundary line of said 52.3602 acre tract, a distance of **1284.48 feet**, to a 5/8-inch iron rod set with cap stamped "INLAND GEODETICS" in the west boundary line of said 59.41 acre tract, for an ell corner of said 52.3602 acre tract and the westerly northwest corner of the herein described tract;

THENCE, with the northeast boundary line of said 52.3602 acre tract, the following three (3) courses and distances:

1. **North 32°34'46" East**, a distance of **28.38 feet**, to a 5/8-inch iron rod set with cap stamped "INLAND GEODETICS";

2. **North 66°27'32" East**, a distance of **395.96 feet**, to a 5/8-inch iron rod set with cap stamped "INLAND GEODETICS";
3. **North 69°49'06" East**, a distance of **60.34 feet**, to a 5/8-inch iron rod set with cap stamped "INLAND GEODETICS" in the north boundary line of said 59.41 acre tract, same line being a south boundary line of said 116.61 acre tract, for the northernmost northwest corner of the herein described tract;

THENCE, with the common boundary line of said 59.41 acre tract and 116.60 acre tract, the following two (2) courses and distances:

1. **South 76°47'30" East**, a distance of **1804.20 feet**, to a concrete monument found for an ell corner of said 116.60 acre tract, the northeast corner of said 59.41 acre tract, and the northeast corner of the herein described tract;
2. **South 20°49'00" East**, a distance of **872.45 feet**, to the **POINT OF BEGINNING** and containing 59.54 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 are surface values represented in US Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00012.

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

THE STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENT
COUNTY OF TRAVIS §

That I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground during the months of April and May, 2023, under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 25th of May, 2023, A.D.

INLAND GEODETICS



Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100

P:\Projects\City of Georgetown (CoG)\COG-008-FM 971\5 -Descriptions-Reports\COG-008-Description-FM 971.docx

EXHIBIT D

RESOLUTION NO. 021026-5.I

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 10th day of February, 2025.

THE CITY OF GEORGETOWN:

Josh Schroeder
Mayor

ATTEST:

Robyn Densmore, TRMC
City Secretary

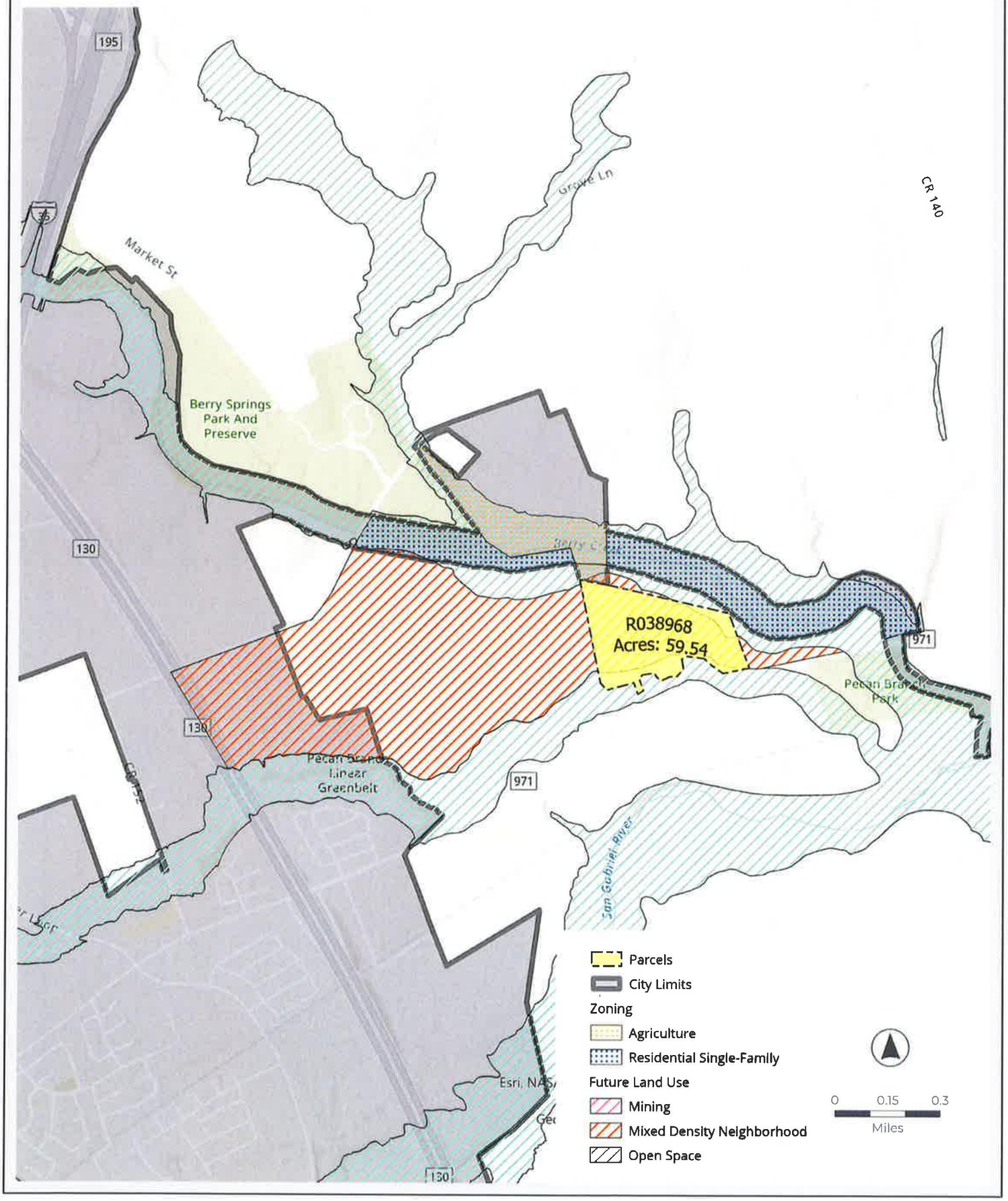
APPROVED AS TO FORM:

Skye Masson
City Attorney

EXHIBIT "A"

Annexation Map

Wastewater Facilities



59.54 Acres
John Berry Survey, Abstract 51
Williamson County, Texas

DESCRIPTION

DESCRIPTION OF A 59.54 ACRE TRACT OF LAND, LOCATED IN THE JOHN BERRY SURVEY, ABSTRACT 51, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 59.41 ACRE TRACT OF LAND DESCRIBED IN A PARTITION DEED TO DAVID TERRY GIBSON AND JERRY PAT GIBSON OF RECORD IN VOLUME 1858, PAGE 107, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, (DR) SAID 59.54 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND IN APRIL AND MAY, 2023, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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land Surveyors

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

THE STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENT
COUNTY OF TRAVIS §

That I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground during the months of April and May, 2023, under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 25th of May, 2023, A.D.

INLAND GEODETICS



Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100

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City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Second Reading - 2025-9-ANX - SE Inner Loop

SUGGESTED ACTION:
Second Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, 3.266 acres of City of Georgetown owned property in the L.J Dyches Survey, Abstract No. 180, as the Public Facility (PF) zoning district, for the property generally located at SE Inner Loop (2025-9-ANX) -- Ryan Clark, AICP, Planning Manager

ITEM SUMMARY:

Overview of Applicant's Request:

The City of Georgetown owns the subject property and is seeking to annex it into City Limits. The City will potentially utilize the site in the future for a City Facility.

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 the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, 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 (9 notices mailed), a legal notice advertising the public hearing was placed in the Sun Newspaper (Sunday, February 15, 2026) and signs were posted on-site. As of the publication date of this report, staff has received 0 written comments in favor and 0 in opposition of the request.

Planning and Zoning Commission Recommendation:

At their March 3, 2026, meeting, the Planning and Zoning Commission recommended approval (7-0) of the request.

City Council First Reading:

At their March 24, 2026, meeting, the City Council approved (6-0) the First Reading of the Ordinance

for the proposed request.

FINANCIAL IMPACT:

None. The applicant has paid the required application fees.

SUBMITTED BY:
Haley Webre, Planning Department

ATTACHMENTS:
2025-9-ANX - Staff Report.pdf
2025-9-ANX - Staff Presentation.pdf
Exhibit 1 - Location Map.pdf
Exhibit 2 - Future Land Use Map.pdf
Exhibit 3 - Zoning Map.pdf
Exhibit 4 - Design and Development Standards of the Public Facility Zoning Map.pdf
Exhibit 5 - Letter of Intent.pdf
Exhibit 6 - UDC Approval Criteria Analysis.pdf
2025-9-ANX Ordinance with Exhibits.pdf

Planning Department Staff Report

PLANNING COMMISSION - Tuesday, March 3, 2026

Report Date: February 24, 2026
Case Number: 2025-9-ANX

AGENDA ITEM DESCRIPTION

Public Hearing and possible action on a request for a Zoning Map Amendment to zone, upon annexation, 3.266 acres of City of Georgetown owned property in the L.J Dyches Survey, Abstract No. 180, as the Public Facility (PF) zoning district, for the property generally located at SE Inner Loop (2025-9-ANX). Ryan Clark, AICP, Planning Manager

AGENDA ITEM DETAILS

Project Name:	**2025-9-ANX City of Georgetown Owned SE Inner Loop Property City of**
Applicant:	**Georgetown c/o Nathaniel Waggoner, Transportation Planning Coordinator**
Property Owner:	**City of Georgetown**
Property Address:	**SE Inner Loop, Georgetown, TX 78626**
Legal Description:	**3.266 acres in the L.J Dyches Survey, Abstract No. 180**
Current Zoning:	**n/a – located in City's ETJ**
Current Use:	**Undeveloped**

APPLICANT'S REQUEST

The applicant is requesting annexation with a base zoning district of Public Facility (PF) for this city owned property. The city intends to use this property for public infrastructure for the surrounding development for a water treatment plant?

RECOMMENDATION

Staff recommend approval of the request.

PROPERTY CONTEXT

Neighborhood Character:

The subject property is located south of SE Inner Loop, east of S IH-35, and west of Blue Springs Boulevard. To the north, across SE Inner Loop, is an industrial area zoned Industrial (IN), and to the northeast, there is a General Commercial (C-3) zone. On the east, west, and south sides, the property borders the Longhorn Junctions development (zoned 2021-82-PUD), which includes multiple sections designated for industrial use. To the immediate south is the GAF Energy manufacturing plant. Overall, the surrounding area is characterized by industrial zoning.

City Council

Zoning Trends:

The surrounding area was rezoned in 2021 to a Planned Unit Development (Longhorn Junction), with base zoning districts of Industrial and General Commercial. General Commercial uses are concentrated along the SH IH-35 corridor to the west, while industrial uses dominate the north, and the adjacent PUD surrounds the property on the east, west, and south sides. Overall, the area is primarily industrial with limited commercial uses.

Present Property Description:

The City of Georgetown acquired the property in 2021, and it has remained within the City's ETJ since then. The site is currently undeveloped and has minimal tree coverage. It has frontage along the SE Inner Loop right-of-way, located east of Interstate 35 and west of Blue Spring Boulevard. Additionally, the property is enclosed by a 15-foot landscape buffer. It is also a relatively flat area.

STAFF ANALYSIS

Technical Review:

The subject property has an existing Future Land Use designation of Regional Center (RC), intended for regional commercial uses and supporting secondary uses such as civic facilities and vertical mixed-use style multi-family housing. The proposed Public Facility zoning aligns with this designation by providing essential services that are necessary for commercial and industrial uses in the area and providing civic facilities as needed for the wider area. This request also supports Land Use Policies #1, #4, #10 and #12, which emphasize infrastructure improvements and fostering a safe, welcoming community.

Staff reviewed the proposed rezoning request and found it complies with the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined in Exhibit 6.

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 (7 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (February 15, 2026) and signs were posted on-site. To date, staff has received 0 written comment in favor, and 0 in opposition to the request.

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 – UDC Approval Criteria Analysis

City Council

SUBMITTED BY

Ryan Clark, AICP, Planning Manager

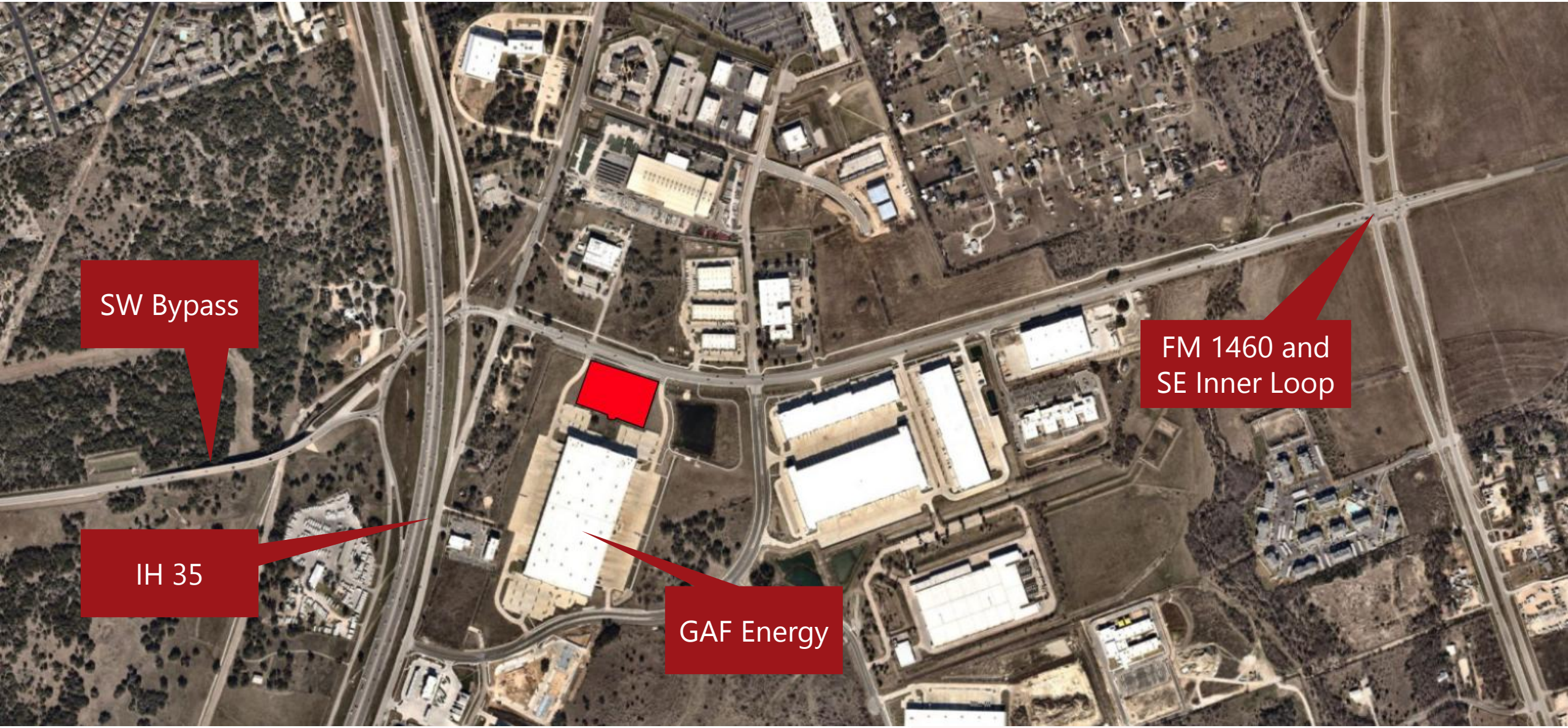
City of Georgetown SE Inner Loop Property 2025-9-ANX

April 14, 2026 | City Council

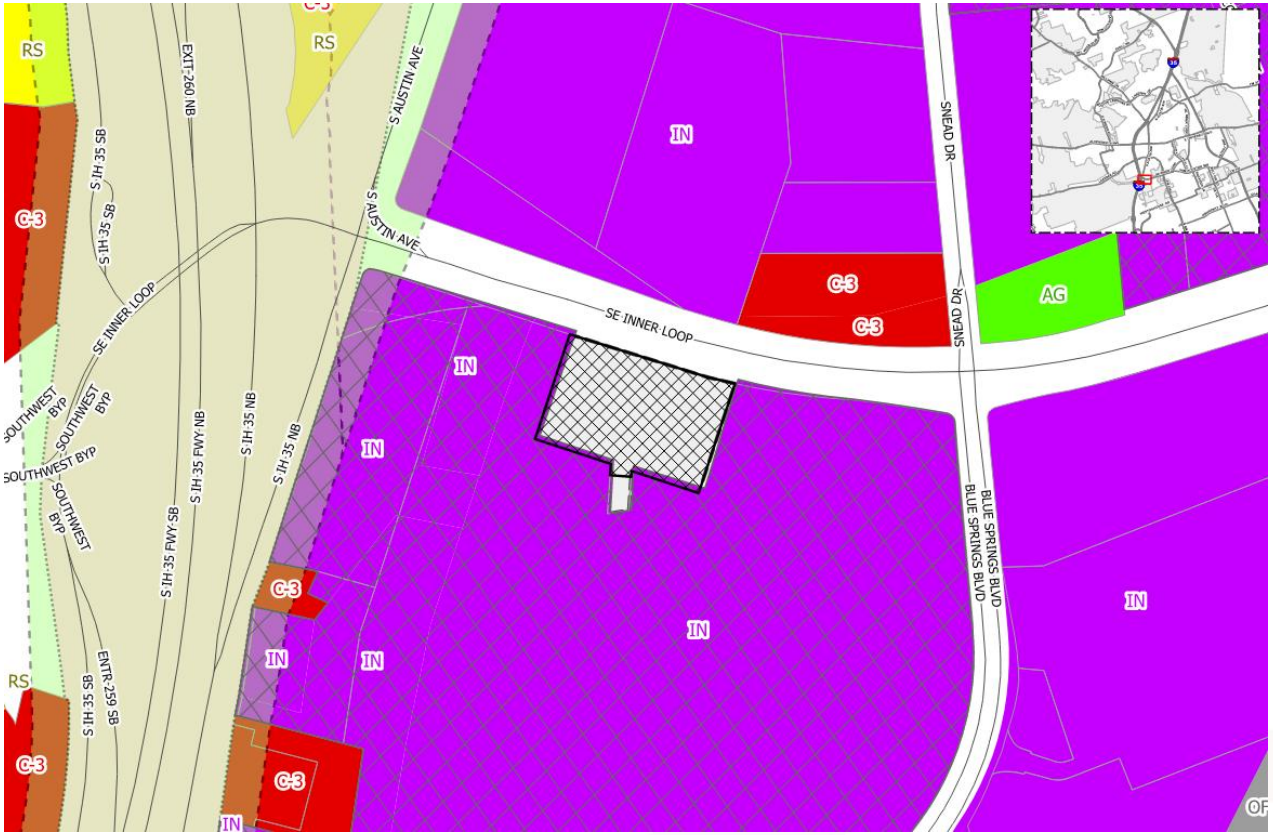
Item Under Consideration

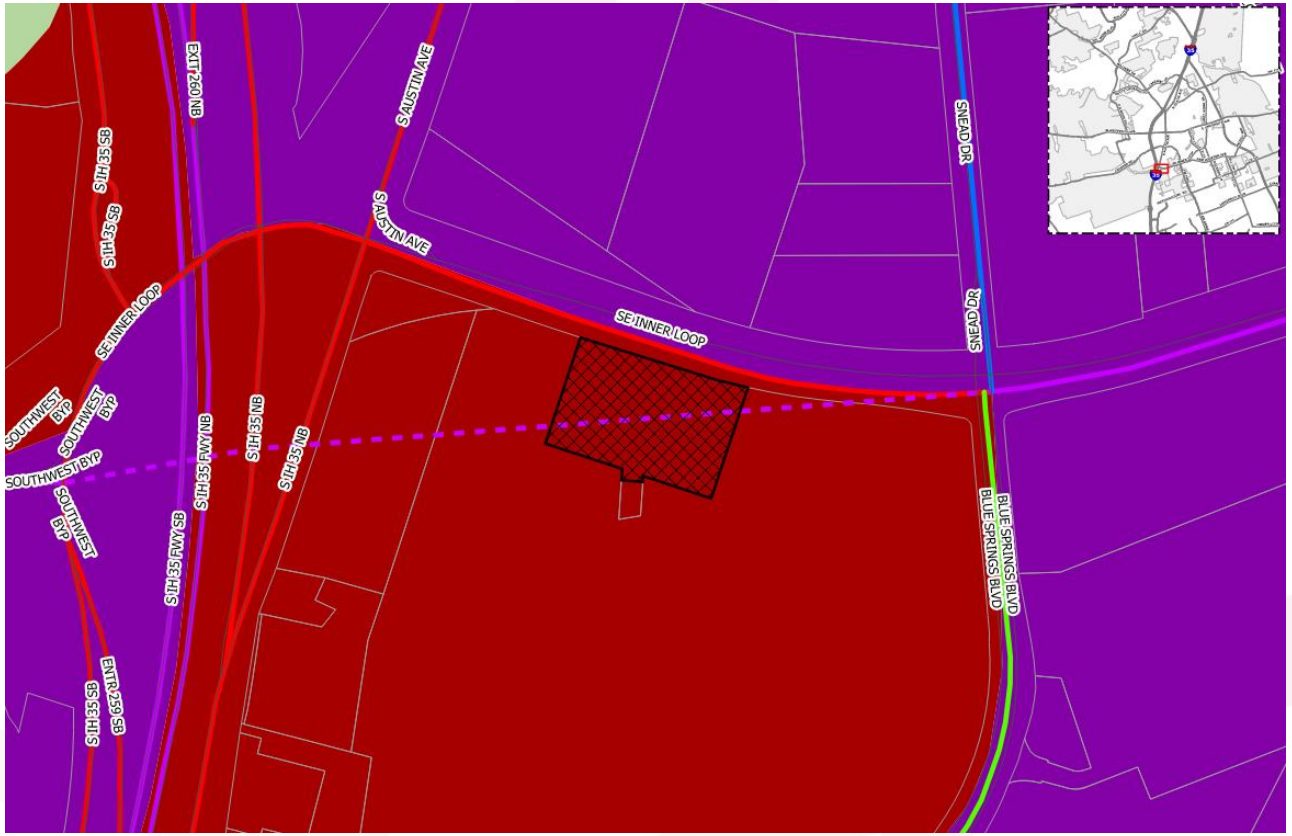
2025-9-ANX

- Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, 3.266 acres of City of Georgetown owned property in the L.J Dyches Survey, Abstract No. 180, as the Public Facility (PF) zoning district, for the property generally located at SE Inner Loop (2025-9-ANX). Ryan Clark, AICP, Planning Manager


SW Bypass
IH 35
GAF Energy
FM 1460 and
SE Inner Loop

Zoning and Future Land Use Map





Regional Center (RC)

- Located around high-volume intersections and arterial/highway roads
- Major shopping centers, large scale mixed-use developments, and supporting flex office and warehouse space
- Context sensitive & quality site design and pedestrian access are encouraged to ensure compatibility with adjacent land uses
- Residential uses should be well integrated with non-residential uses, and standalone multifamily is not a supported use

- **DUA:** ≥ 18
- **Target Ratio:**
  - 75% nonresidential
  - 25% vertical mixed-use multifamily
- **Primary Use:** Large retailers, urban residential, hotels, corporate office, restaurants, multi-tenant commercial, big box commercial, live/work/shop units
- **Secondary Uses:** Mixed use, high density residential, specialty retailers, professional office, civic & institutional uses

Public Facilities (PF)

- Location for government, public, and semi-public uses
- May include schools, public parks, hospitals, airports, government offices, and churches
- Does not include industrial or storage yards
- Some uses allowed are high intensity
- Subject to non-residential design standards

Dimensional Standards

- Max building height = 45’
- Front setback = 25’
- Side setback = 5’
- Rear setback = 0’
- Side Setback to Residential = 15’
- Rear Setback to Residential = 25’
- 15’ bufferyard when adjacent to residential

Allowed Uses in the Public Facilities (PF) Zoning District

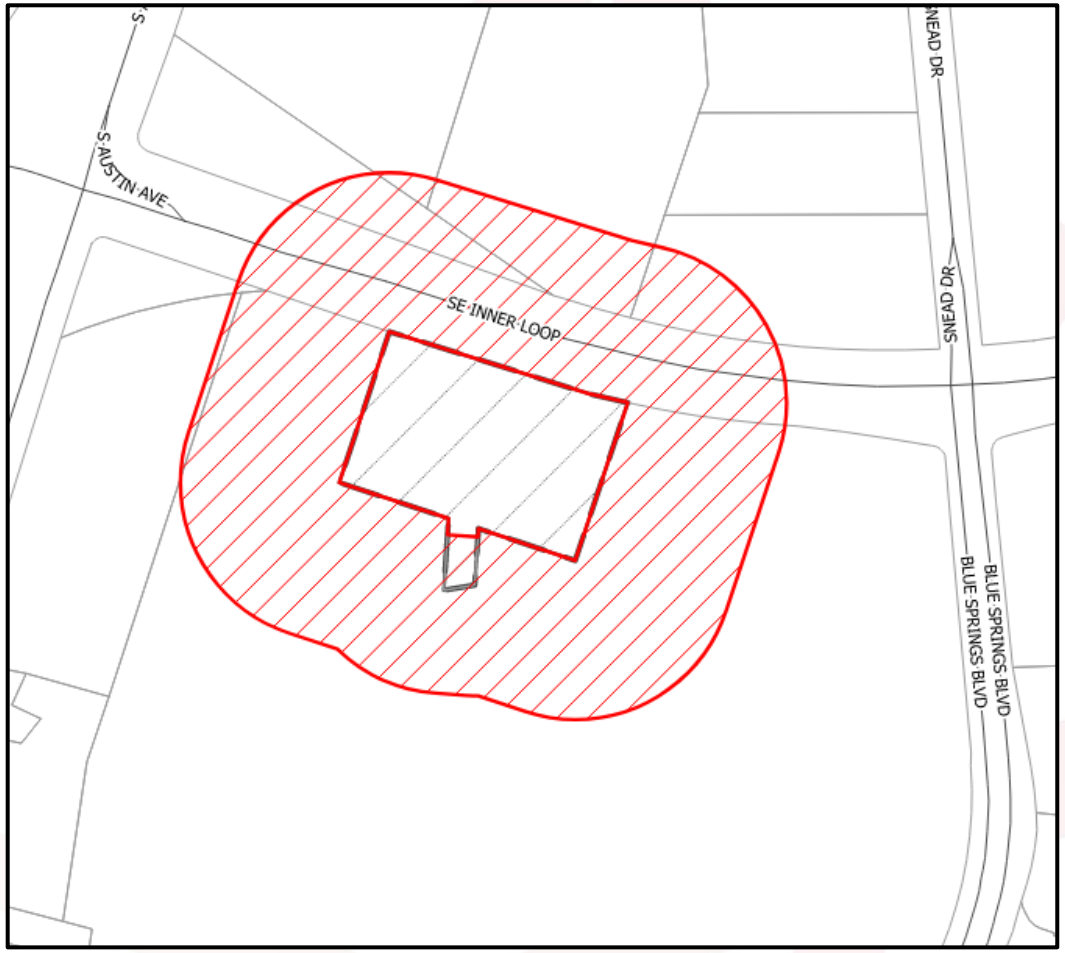
Permitted by Right	Permitted with Limitations	Permitted with a SUP
Emergency Services Station	Elementary School	Group Home (16 or more residents)
Government or Postal Office	Middle School	Orphanage
Library or Museum	High School	Correctional Facility
Social Service Facility	Boarding School	Psychiatric Hospital
Hospital	College or University	Substance Abuse Treatment Facility
Nature Preserve or Community Garden	Business or Trade School	Cemetary, Columbaria, Mausoleum or Memorial Park
Bus Barn	Activity Center, Youth or Senior	Major Event Entertainment
Parking Lot, Off-Site	Animal Shelter	Airport
Park-n-Ride Facility	Community Center	Wireless Transmission Facility >40'
Transit Passenger Terminal	Religious Assembly Facilities (with or without Columbaria)	
Utility Services, Minor, Intermediate, and Major	Public Park, Neighborhood and Regional	
	Golf Course	
	Restaurant, General	
	Event Facility	
	Athletic Facility, Indoor or Outdoor	
	Wireless Transmission Facility ≤40'	
	Heliport	

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		
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		

Public Notifications

- 7 property owners within the 300’ buffer
- Notice in Sun News on 02/15/2026
- Signs posted on the property
- To date, staff has received:
  - 0 written comments IN FAVOR
  - 0 written comments OPPOSED



Planning & Zoning Commission Action

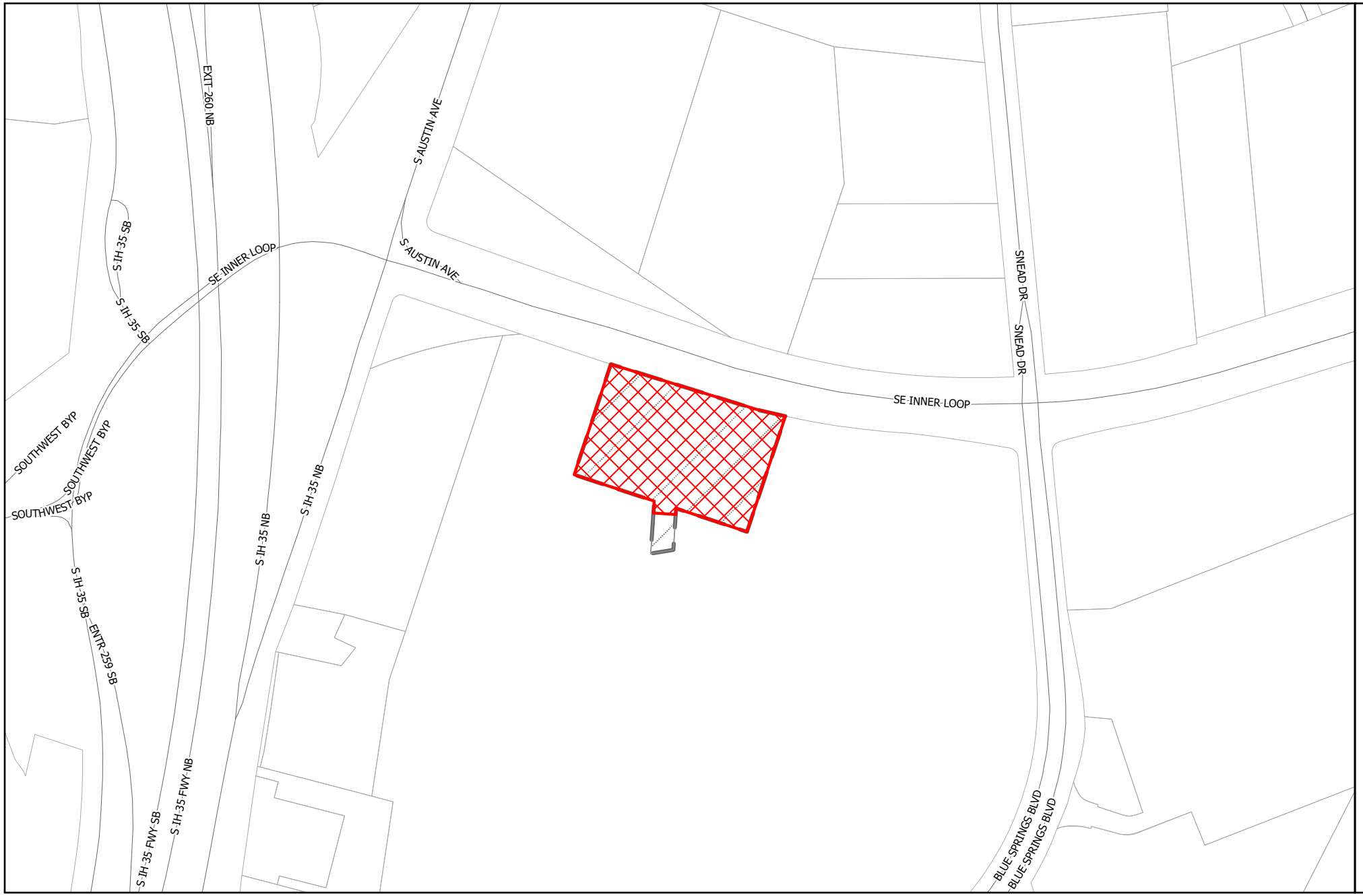
- At their March 3, 2026 meeting, the Planning & Zoning Commission recommended approval of the request (7-0).

Summary

- Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, 3.266 acres of City of Georgetown owned property in the L.J Dyches Survey, Abstract No. 180, as the Public Facility (PF) zoning district, for the property generally located at SE Inner Loop (2025-9-ANX). Ryan Clark, AICP, Planning Manager
- Per UDC Section 3.06.020.E, the Planning and Zoning Commission shall hold a Public Hearing… and make a recommendation to the City Council.

First Reading of an Ordinance

- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS AND THE ANNEXATION AND INITIAL ZONING DESIGNATION OF PUBLIC FACILITY (PF) OF CERTAIN TERRITORY CONSISTING OF 3.266 ACRES, MORE OR LESS, IN THE L.J DYCHES SURVEY ABSTRACT NO. 180, AS DESCRIBED HEREIN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.



GEORGETOWN
TEXAS
more than welcome

Location

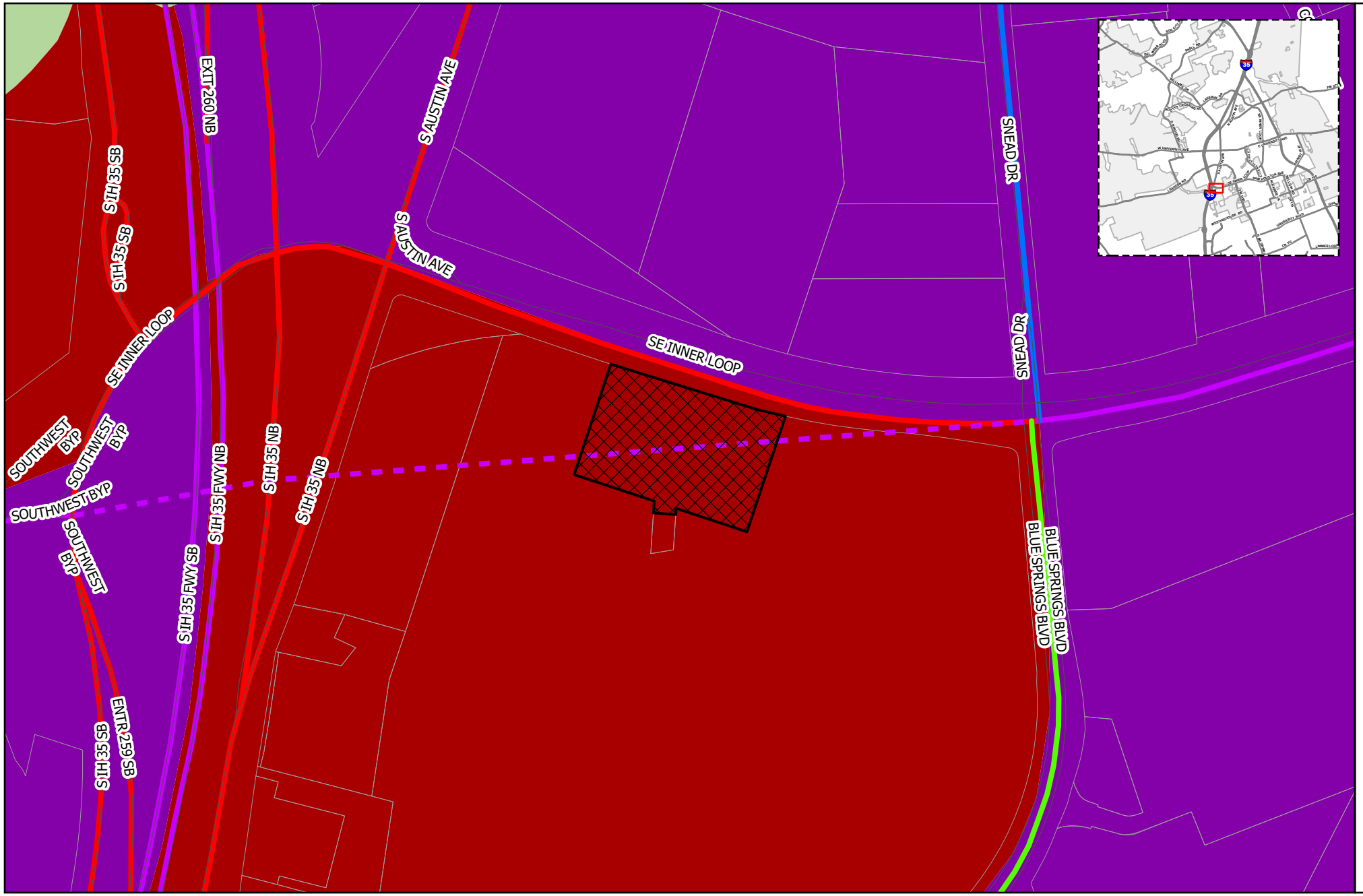
2025-9-ANX

Exhibit #1

- Site
- Parcels
- City Limits
- Georgetown ETJ

N

0 250 500 Feet



GEORGETOWN
TEXAS
more than welcome

Future Land Use/ Overall Transportation Plan

2025-9-ANX

Exhibit #3

Site
road

Thoroughfare

CLASS

- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail
- Parcels

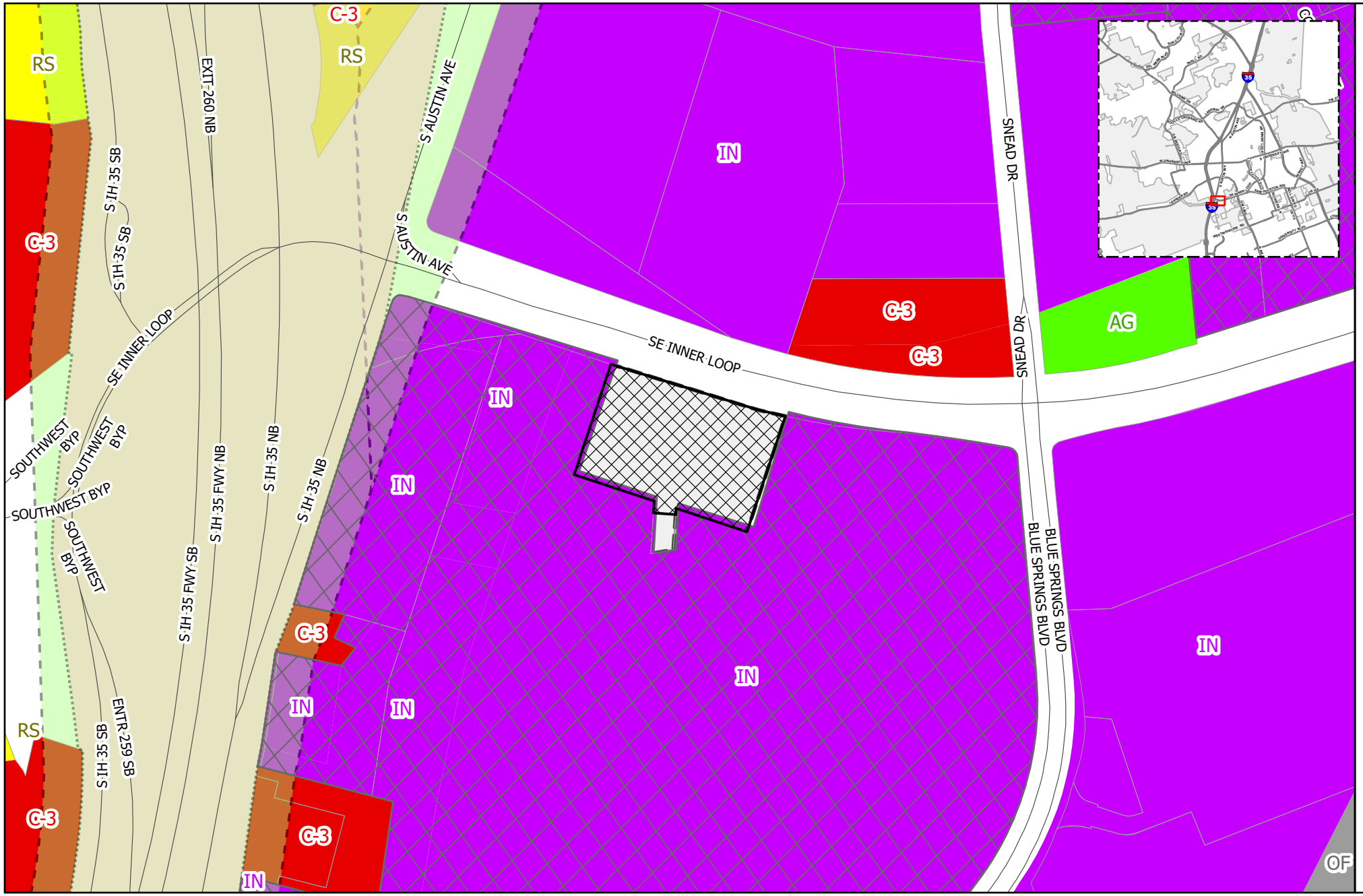
Future Land Use

FLU

- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area
- City Limits
- Georgetown ETJ

N

0 250 500 Feet



GEORGETOWN TEXAS
more than welcome

Zoning

2025-9-ANX

Exhibit #3

- Site
- road
- PUD
- Courthouse View Overlay
- Old Town Overlay
- Historic Overlay
- Downtown Overlay
- Gateway Overlay
- Parcels

Zoning

ZONE

- 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
- City Limits
- Georgetown ETJ
- Site

0 250 500 Feet

N

PF Public Facility

Residential Uses	Sec. 5.02.010
Special Use Permit Required	Group Home (16 residents or more), Orphanage

Civic Uses	Sec. 5.03.010
Permitted by Right	Emergency Services Station, Government or Postal Office, Library or Museum, Social Service Facility, Hospital, Nature Preserve or Community Garden
Permitted with Limitations	School (Elementary, Middle, High, College or University, Boarding, Business or Trade), Activity Center (Youth or Senior), Animal Shelter, Community Center, Religious Assembly Facilities (Inc. with Columbaria), Public Park (Neighborhood or Regional), Golf Course
Special Use Permit Required	Correctional Facility, Psychiatric Hospital, Substance Abuse Treatment Facility, Cemetery, Columbaria, Mausoleum or Memorial Park,

Commercial Uses	Sec. 5.04.010
Permitted with Limitations	Restaurant (General), Event Facility, Athletic Facility (Indoor or Outdoor)
Special Use Permit Required	Major Event Entertainment

Transportation & Utility Uses	Sec. 5.05.010
Permitted by Right	Bus Barn, Parking Lot (off-site), Park-n-Ride Facility, Transit Passenger Terminal, Utility Services (Minor, Intermediate, Major)
Permitted with Limitations	Heliport, Wireless Transmission Facility (40' or less)
Special Use Permit Required	Airport, Wireless Transmission Facility (over 40')

Temporary Uses	Sec. 5.08.010
Permitted with Limitations	Seasonal Product Sales, Farmer's Market, Temporary and Transient Mobile or Outdoor Food Vendor, Business Offices, Concrete Products, Construction Field Office, Construction Staging (off-site), Parking Lot, Portable Classrooms

Outdoor Display & Storage	Sec. 5.09.020
Permitted	Outdoor Storage (Limited)

***Dimensional Standards on the back**

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

PF Public Facility

Dimensional Standards: Sec. 7.02.020	**Feet**
Minimum Lot Width	50
Minimum Lot Size	-
Front/street setback	25
Side Setback	5
Side setback to residential or an existing SF home in the ETJ that is platted or planned for residential use on the FLU Map	15
Rear Setback	0
Rear Setback to residential or an existing SF home in the ETJ that is platted or planned for residential use on the FLU Map	25
Maximum Building Height	45
Maximum Impervious Cover - Sec. 11.02	70%
Dimensional Interpretations and Exceptions – Sec. 7.02.030	-
Bufferyard: UDC Sec. 8.04.06 a) Medium level – 15 ft wide planting area; One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet	-
Landscaping: UDC Sec. 8.01	-
Tree Preservation and Protection – Sec. 8.02.	-

April 22, 2025

RE: Voluntary Annexation of R503136; R503133; R038968; R039105; R633916

Ryan,

The City of Georgetown, Texas (the "City") hereby submits its application for annexation of the below described properties:

Owner: The City is the owner of the properties proposed to be annexed.

Contiguity: These properties are contiguous with the City limits of the City of Georgetown, as they exist today, on their north and south boundaries.

Property Size/location:

Property	Size/Location	Current Use	Requested Zoning District	TIF Zone
R503136	12.7586 acres of the Frederick Foy Survey, Abstract 229, Williamson County	undeveloped	Public Facility (PF)	Sun City
R503133	7.2414 acres of the Frederick Foy Survey, Abstract 229, Williamson County	undeveloped	Public Facility (PF)	Sun City
R038968	59.54 acres in the John Berry Survey, Abstract 51, Williamson County	undeveloped	Public Facility (PF)	C
R039105	27.214 acres in the John Berry Survey, Abstract 51, Williamson County	Water treatment plant	Public Facility (PF)	C
R633916	3.266 acres in the Lewis P. Dyches Survey, Abstract 180, Williamson County	undeveloped	Public Facility (PF)	E

Approval Criteria:

- *The application is complete, and the information contained within the application is sufficient and correct enough to allow adequate review and final action; and*
    - All information requested and required is believed to be submitted herein, complete, and accurately stated.
- *The annexation promotes the health, safety or general welfare of the City and the safe, orderly, and healthful development of the City*.

  - The construction of these water treatment plant are key to ensuring a high quality of life for Georgetown's residents as the City continues to grow as well as provide flood control for the area. The treatment plants will provide water to residents and businesses on the west side of the City as it expands while also ensuring that the existing water infrastructure in the city is not strained beyond capacity.
- *Consistency with the City's adopted long-range plans and annexation policies.*
  - The subject properties are within the Mixed Density Neighborhood (MDN) future land use designation, which is intended to provide a mix of single-family and medium density housing types to allow a transition to higher density residential or more intense non-residential uses of nearby properties. Secondary uses supported within MDN are neighborhood-serving retail, office, institutional and civic uses. The Public Facility zoning district is subject to non-residential design and landscaping standards with nearby or adjacent residential uses.
- *The zoning change is compatible with the present zoning and confirming uses of nearby property and the with the character of the neighborhood; and*
  - The area surrounding the subject properties along FM 971 are primarily undeveloped. The property along SE Inner Loop is adjacent to property zoned as PUD with a base zoning of Commercial (C-3). The proposed Public Facility zoning district and the water treatment plant it is intended to support would create a distinct feature in the surrounding area. The maximum allowable height within Public Facility is 45 feet, which will allow for significantly taller structures than anything in its immediate vicinity.
- *The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.*
  - The subject properties are large enough to accommodate all of the features planned for the site and the development standards for Public Facility zoning. With the exception of the Three Forks site, there are no manmade or natural barriers on the subject property that would hinder the project's development. The Three Forks site is partially encumbered by a flood plain along it' southern boundary. Where districts such as Industrial, Office and Business Park support similar uses allowed in these districts would be appropriate adjacent to them, public facility does not, instead it allows for a higher intensity of use specifically for a public good. The Public Facility zoning district requires a larger setback and reduced maximum height from than the Industrial and Business Park zoning districts which allow for similar uses. These more restrictive design standards allow for uses in the Public Facility district to more easily incorporate into any potential residential or low intensity non-residential uses that can develop adjacent to the subject property

This application supports the health and safety of the public by providing for control and operation of property owner by the City of Georgetown, clarifying the provision of emergency services, and allowing for the extension of utilities, management of drainage, etc. by the City.

The applicant reserves the right to pull this annexation application from consideration at any time during the proceedings.

Sincerely,

Larry Taylor

CIP Project Manager
City of Georgetown, Texas

Enc: Metes and Bounds Desc. (w/ diagram)
Property Owner's Consent Form

Exhibit 6
UDC Approval Criteria Review

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**
This application was reviewed by staff and deemed to be complete.	
2. The zoning change is consistent with the Comprehensive Plan.	**Complies**
The property has a future land use designation of Regional Center (RC), which recommends regional commercial uses for residents of Georgetown and the wider region. It recommends supporting secondary uses such as civic facilities that support all forms of development. The Public Facility zoning district is appropriate within the RC future land use designation. The proposed request also aligns with Land Use Policies #10 and #12 which intend to support the city's growth and provide necessary infrastructure to keep Georgetown safe and welcoming for all residents.	

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**
Annexing the property with a base zoning district of Public Facility will subject the property to additional regulations in the UDC that the site is not currently regulated under today. This annexation and zoning request will allow for the construction of necessary infrastructure for the current and future residents in this part of Georgetown, promoting the safe, orderly, and healthful development of the city.	
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 Public Facility (PF) zoning will be compatible with the surrounding Industrial (IN) and General Commercial (C-3) zoning and uses.	
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.	

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS AND THE ANNEXATION AND INITIAL ZONING DESIGNATION OF PUBLIC FACILITY (PF) OF CERTAIN TERRITORY CONSISTING OF 3.266 ACRES, MORE OR LESS, IN THE L.J DYCHES SURVEY ABSTRACT NO. 180, AS DESCRIBED HEREIN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the owners of the area proposed for annexation requested annexation of the area by the City of Georgetown ("City") pursuant to Local Government Code Section 43.0671; and

WHEREAS, all of the herein-described property lies within the extraterritorial jurisdiction of the City and is contiguous to the City; and

WHEREAS, the City Council approved a resolution granting the petition for 3.266 acres on February 10, 2026; and

WHEREAS, Section 4.03.010 of the City's Unified Development Code ("UDC") creates procedures for initial zoning of newly annexed territory; and

WHEREAS, all prerequisites of state law and the City Charter have been complied with.

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 of the City of Georgetown hereby annexes into the City limits 3.266 acres in the L.J. Dyches Survey, Abstract No. 180, as shown in Exhibit A and as described in Exhibit B of this ordinance (the "Property"). The Property is hereby included in City Council District No. 1 as it is adjacent to Council District No. 1 and no other City Council Districts. The City's official boundary map and City Council Districts map shall be amended accordingly.

Section 4. The Property is hereby included in the transportation service area known as "Area E." In accordance with Section 12.46.160 of the City's Code of Ordinances, and in view of the fact that the Property is less than 10 acres, the City's Official Transportation Service Area Map shall be updated to reflect that the Property is in such transportation service area, provided that such update will be for mapping purposes only and no updates to the transportation impact fee capital improvements plans or land use assumptions will be required.

Section 5. In accordance with the procedures for initial zoning of newly annexed territory described in Section 4.03.010 of the UDC, and for the reasons set forth by City Staff, the City Council hereby finds that a zoning classification of Public Facility (PF) is appropriate for the Property and consistent with the City's Comprehensive Plan, and upon annexation, the Property shall have a zoning of Public Facility (PF). The City's Official Zoning Map shall be amended accordingly.

Section 6. Upon annexation of the Property, the City shall provide to the Property the municipal services set forth in the Municipal Services Agreement attached to this ordinance as Exhibit C and by this reference incorporated within it (the "Agreement"), pursuant to the schedule set forth therein. The City shall have no obligation to provide services to the Property not listed in the Agreement.

Section 7. 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 8. 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 9. 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

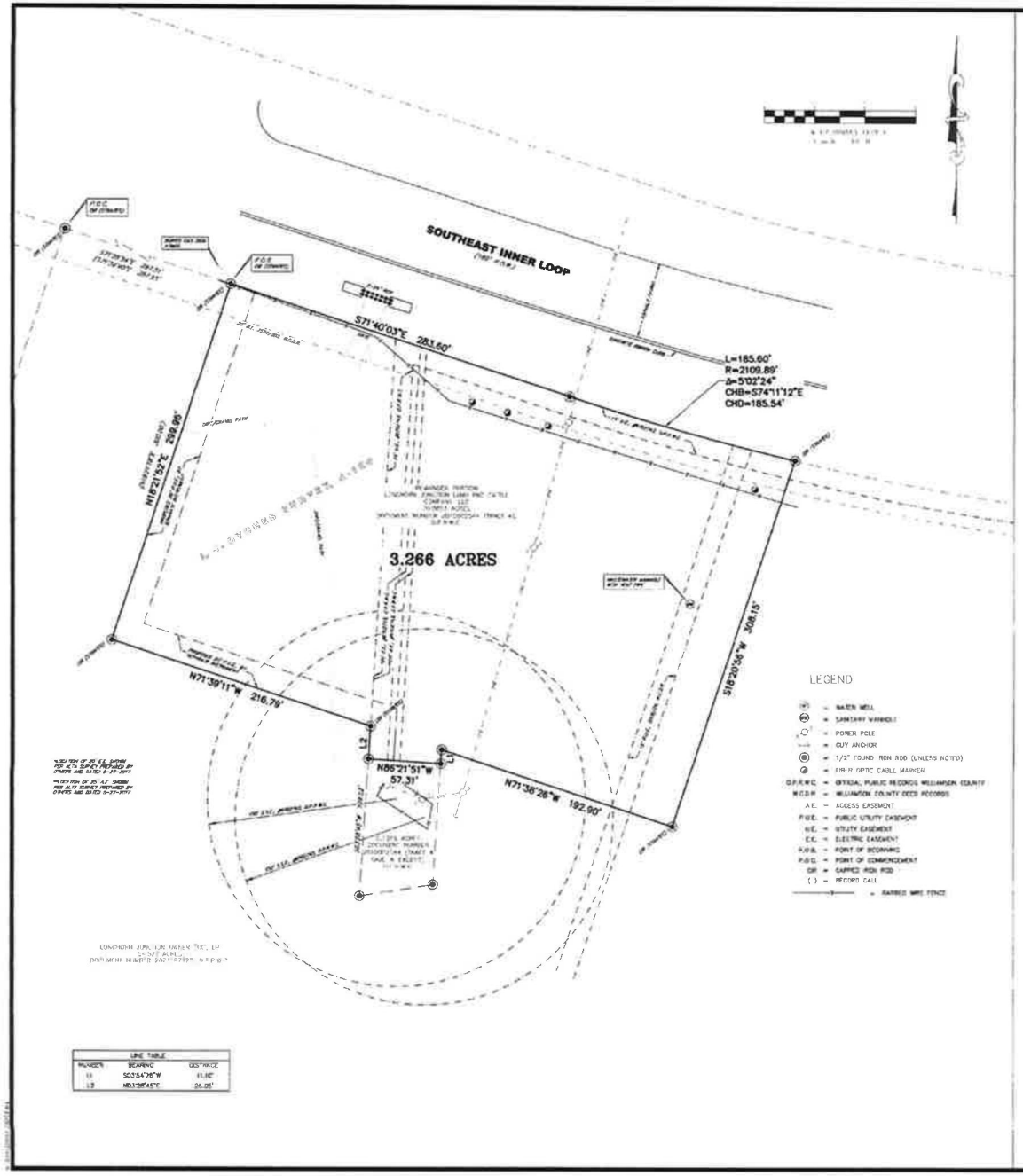
ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S03°54'26"W	41.98'
L2	N03°28'45"E	26.05'

NOTES

1. This tract lies in Zone X (area of minimal flood hazard) per FEMA Flood Insurance Rate Map No. 48491C0485F, effective date 12-20-2019.
2. Bearings are referenced to the Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS observations with an average combined adjustment factor of 0.99987289411.
3. This survey was prepared with the benefit of a Commitment for Title Insurance, G.F. No. GTZ200477, issued by Texas Title Insurance Company an January 11, 2022 (effective date December 28, 2021) and is subject to the Schedule B exceptions contained therein:

a. Easement dated August 9, 1940, executed by The Federal Land Bank of Houston to Texas Power & Light Company, recorded in Volume 295, Page 381, Deed Records, Williamson County, Texas. Unable to trace location based on description in deed. All visible electric appurtenances shown hereon.

b. Easement dated July 26, 1940, executed by Henry L. Johnson and Dora A. Johnson to Texas Power & Light Company, recorded in Volume 299, Page 393, Deed Records, Williamson County, Texas. Unable to trace location based on description in deed. All visible electric appurtenances shown hereon.

c. Easement dated November 27, 1939, executed by J.E. Bullock to Texas Power & Light Company, recorded in Volume 301, Page 289, Deed Records, Williamson County, Texas. Unable to trace location based on description in deed. All visible electric appurtenances shown hereon.

d. Easement dated May 3, 1945, executed by Owen Sherrill and Kay D. Sherrill to Texas Power & Light Company, recorded in Volume 328, Page 529, Deed Records, Williamson County, Texas. Unable to trace location based on description in deed. All visible electric appurtenances shown hereon.

e. Easement dated May 7, 1946, executed by Owen Sherrill and Kay D. Sherrill to Texas Power & Light Company, recorded in Volume 337, Page 263, Official Records, Williamson County, Texas. Unable to trace location based on description in deed. All visible electric appurtenances shown hereon.

f. Easement dated December 23, 1947, executed by Owen Sherrill to Texas Power & Light Company, recorded in Volume 348, Page 304, Deed Records, Williamson County, Texas. Unable to trace location based on description in deed. All visible electric appurtenances shown hereon.

g. Easement dated January 21, 1948, executed by Owen Sherrill to Texas Power & Light Company, recorded in Volume 350, Page 228, Deed Records, Williamson County, Texas. Unable to trace location based on description in deed. All visible electric appurtenances shown hereon.

h. Easement dated July 18, 1950, to Texas Power & Light Company, recorded in Volume 450, Page 244, Deed Records, Williamson County, Texas. Unable to trace location form description in deed. Unable to trace location based on description in deed. All visible electric appurtenances shown hereon.

i. Easement dated November 4, 1974, executed by Owen Sherrill to Southwestern Bell Telephone Company, recorded in Volume 543, Page 308, Deed Records, Williamson County, Texas. Does not affect this tract.

k. Easement dated November 4, 1971, to Southwestern Bell Telephone Company, recorded in Volume 543, Page 312, Deed Records, Williamson County, Texas. Does not affect this tract.

l. Easement dated November 4, 1971, to Southwestern Bell Telephone Company, recorded in Volume 543, Page 408, Deed Records, Williamson County, Texas. Does not affect this tract.

m. Easement cated March 1, 1972, executed by Feed Lot Corporation to Southwestern Bell Telephone Company, recorded in Volume 548, Page 181, Deed Records, Williamson County, Texas. Dead not found under this recording.

n. Easement dated November 4, 1971, executed by Owen Sherrill to Southwestern Bell Telephone Company, recorded in Volume 548 Page 312, Deed Records, Williamson County, Texas. Dead not found under this recording.

o. Easement contained in Deed dated February 10, 1974, executed by Owen W. Sherrill and wife, Kay Beaver Sherrill, to National Housing Industries, Inc., recorded in Volume 582, Page 334, Deed Records, Williamson County, Texas. Does not affect this tract

p. Easement dated October 12, 1977, executed by National Housing Industries, Inc. to Texas Power & Light Company and General Telephone Company, recorded in Volume 899, Page 901, Deed Records, Williamson County, Texas. Does not affect this tract

q. Easement and Right of Way dated October 16, 1986, to General Telephone Company of the Southwest, recorded in Volume 1445, Page 757, Official Records, Williamson County, Texas. Does not affect this tract

r. Easement and Right-of-Way dated June 28, 1988, executed by Georgetown Railroad Company to Texas Utilities Electric Company, recorded in volume 1934, Page 315, Official Records, Williamson County, Texas. Unable to trace location based on description in deed. All visible electric appurtenances shown hereon.

s. Easement dated February 28, 1989, executed by Evelyn L. Joseph to the City of Georgetown, Texas, recorded ion Volume 1951, Page 461, Official Records, Williamson County, Texas. Does not affect this tract.

t. Utility Easement dated April 18, 1991, executed by Evelyn Joseph, Jimmy R. Joseph and Judi Merkord to the City of Georgetown, recorded in Volume 2008, Page 870, Official Records, Williamson County Texas. Does not affect this tract.

u. Utility Easement dated April 10, 1991, executed by Georgetown Railroad Company, Inc. to the City of Georgetown, Texas, recorded in Volume 2009, Page 27, Official Records, Williamson County, Texas. Deed not found under this recording. Should be Volume 2009, Page 34, affects tract as shown.

v. Utility Easement dated June 25, 1991, executed by Jimmy R. Joseph and Joan Joseph to the City of Georgetown, Texas, recorded in Volume 2098, Page 483, Official Records, Williamson County, Texas. Deed not found under this recording.

x. Right of Way and Easement dated January 17, 1992, executed by Georgetown Railroad Company, Inc. to the City of Georgetown, Texas recorded in Volume 2098, Page 409, Official Records, Williamson County, Texas. Does not affect this tract.

y. Utility Easement dated April 10, 1991, executed by Georgetown Railroad Company, Inc. to the City of Georgetown, recorded in Volume 2009, Page 27, Official Records, Williamson County, Texas. Duplicate, see Item 10.u.

z. Utility Easement dated September 13, 1994, executed by Georgetown Railroad Company, Inc. to the City of Georgetown, recorded in Volume 2605, Page 953, Official Records, Williamson County, Texas. Does not affect this tract.

aa. Easement and Right of Way dated October 19, 1994, executed by Georgetown Railroad Equipment Company to GH Southwest Incorporated, recorded in Volume 2627, Page 148, Official Records, Williamson County, Texas. Unable to trace location from description in deed. All visible electric appurtenances shown hereon.

bb. Terms, provisions and stipulations of Lease of Real Property Wall Easements, Purchase of Water dated November 8, 1996, executed by and between Georgetown Rail Equipment Company and Jonah Water Special Utility District, recorded in Volume 2647, Page 371 and as modified under Document No. 9508152, Official Records, Williamson County, Texas. Does not affects this tract

cc. Sanitary Easement, electrical easement, access easement and utility easement, as reserved in Warranty Deed dated January 17, 1997, from Georgetown Rail Equipment Company, Inc. to Gregory C. Hall recorded under Document No. 9722743, Official Records, Williamson County, Texas. Affects tract as shown hereon.

dd. Easements contained in Deed dated January 17, 1997, executed by Gregory C. Hall, to Williamson County, Texas, recorded under Document No. 9709978, Official Records, Williamson County, Texas. Easements referenced do not appear to affect. Deed references survey dated June 13, 1995. Said survey was not provided.

ee. Easement and Right of Way dated September 29, 2009, executed by Clearwater Crossing Limited Partnership, LLP to Oncor Electric Delivery Company, LLC, recorded under Document No. 2010008675, Official Records, Williamson County, Texas. Does not affect this tract.

ff. Terms, provisions and stipulations of Easement Agreement For Reciprocal Access dated September 6, 2011, executed by and between Longhorn Junction Land and Cattle Company, LLC and Candlestick, LLC, recorded under Document No. 2011080902, Official Records, Williamson County, Texas. Does not appear to affect this tract.

gg. Pipeline and Aboveground Facilities Easement dated September 6, 2017, to Atmos Energy Corporation, recorded under Document No. 2017086718, Official Records, Williamson County, Texas. Does not affect this tract.

hh. Easement Agreement For Signs dated March 22, 2018, to Lu Pylon Sign, LLC, recorded under Document No. 2018023547, Official Records, Williamson County, Texas. Does not affect this tract.

ii. Terms, conditions, and stipulations of that Private Driveway Easement Agreement dated December 7, 2021, executed by and between Longhorn Junction Owners (IX), LP, and Longhorn Junction Land and Cattle Company, LLC, recorded under Document No. 2021187375. Does not affect this tract

FIELD NOTES FOR 3.266 ACRES

Being a 3.266 acre tract of land located in the L.J. Dyches Survey, Abstract Number 180 Williamson County, Texas; said 3.266 acre tract being a portion of a called 70.0893 acre tract of land recorded in the name of Longhorn Junction Land and Cattle Company, LLC in Document Number 2010002544 (Tract 4), Official Public Records of Williamson County Texas (O.P.R.W.C.); said 3.266 acre tract of land being more particularly described by metes and bounds as follows: (Bearings are based on the Texas State Plane Coordinate System, Central Zone).

Commencing at a capped iron rod found stamped "Stantec" for the northwesterly corner of a called 54.527 acre tract of land recorded in the name of Longhorn Junction Owner "X", LP, in Document Number 2021187327, O.P.R.W.C., said iron rod being on the southerly Right-of-Way (R.O.W.) line of SE Inner Loop (TBC width);

Thence, with the northerly line of said 54.527 acre tract and the southerly R.O.W. line of said SE Inner Loop, South 71 degrees 39 minutes 54 seconds East, a distance of 287.51 feet to a capped iron rod found stamped "Stantec", said iron rod being a corner point of said 54.527 acre tract and a corner of said 70.0893 acre remainder tract, for the Point of Beginning of the herein described tract;

Thence, with the northerly line of said remainder tract and the southerly R.O.W. line of said SE Inner Loop the following two (2) courses and distances;

1. South 71 degrees 40 minutes 03 seconds East, a distance of 283.60 feet to a 1/2-inch iron rod found;
2. 185.60 feet along the arc of a curve in the left, said curve having a central angle of 5 degree 02 minutes 24 seconds, a radius of 2,109.89 feet and a chord that bears South 74 degrees 11 minutes 12 seconds East, a distance of 185.54 feet to a capped iron rod found stamped "Stantec" for a corner point of said 70.0893 acre remainder tract and said 54.527 acre tract;

Thence, with the common line between said 70.0893 acre remainder tract and said 54.527 acre tract the following three (3) courses and distances;

1. South 18 degrees 20 minutes 56 seconds West, a distance of 308.15 feet to a capped iron rod found stamped "Stantec",
2. North 71 degrees 38 minutes 26 seconds West, a distance of 192.90 feet to a 1/2-inch iron rod found, said iron rod being the northwesterly corner of said 0.1355 acre save & except tract and being on an interior line of aforesaid 54.527 acre tract;
3. South 3 degrees 54 minutes 26 seconds West, a distance of 41.10 feet to a 1/2-inch iron rod found, said iron rod being the northwesterly corner of a called 0.1355 acre save & except tract in Document Number 2010002544 (Tract 4), O.P.R.W.C.;

Thence, with the southerly line of said 70.0893 acre remainder tract and the northerly line of said 0.1355 acre save & except tract, North 85 degrees 21 minutes 51 seconds West, a distance of 57.31 feet to a 1/2-inch iron rod found, said iron rod being the northwesterly corner of said 0.1355 acre save & except tract and being on an interior line of aforesaid 54.527 acre tract;

Thence, with the common line between said 70.0893 acre remainder tract and said 54.527 acre tract, the following three (3) courses and distances;

1. North 3 degrees 28 minutes 45 seconds East, a distance of 26.05 feet to a capped iron rod found stamped "Stantec",
2. North 71 degrees 39 minutes 11 seconds West, a distance of 216.79 feet to a capped iron rod found stamped "Stantec",
3. North 18 degrees 21 minutes 52 seconds East, a distance of 238.90 feet to the Point of Beginning and containing 3.266 acres of land.

This survey substantially complies with the current Texas Society of Professional Surveyors standards of Practice requirements for a Category 1A, Condition II, Land Title Survey. Field Work was completed on 2-16-2022

Alan Jay Horton
Registered Professional Land Surveyor
Texas Registration No. 5768
281-499-4539

LAND TITLE SURVEY

3.266 ACRES

Being a portion of a called 70.0893 acre tract of land recorded in the name of Longhorn Junction Land and Cattle Company, LLC in Document Number 2010002544, (Tract 4) O.P.R.W.C., located in the L.J. Dyches Survey, A-180

WILLIAMSON COUNTY, TEXAS

GBI PARTNERS
LAND SURVEYING CONSULTANTS
7979 1474, BUILDING 2, STE A • LEANDER, TX 78641
PHONE: 281-499-4539 • WWW.GBISURVEY.COM
TBPELS # 10194136 • TBPE # F17284

SCALE: 1"= 40'	JOB NO. 208163	DATE: 3-17-2022
DRW BY: CL	FIELD BOOK: 42281	DWG: 208163

EXHIBIT B

County: Williamson
Project: 3.3 Acre Inner Loop
Job No.: A220103
MB No.: 22-003

FIELD NOTES FOR 3.266 ACRES

Being a 3.266 acre tract of land located in the L.J. Dyches Survey, Abstract Number 180 Williamson County, Texas. Said 3.266 acre tract being a portion of a called 70.0893 acre tract of land recorded in the name of Longhorn Junction Land and Cattle Company, LLC in Document Number 2010002544 (Tract 4), Official Public Records of Williamson County Texas (O.P.R.W.C.), said 3.266 acre tract of land being more particularly described by metes and bound as follows: *(Bearings are based on the Texas State Plane Coordinate System, Central Zone).*

Commencing at a capped iron rod found stamped "Stantec" for the northwesterly corner of a called 54.527 acre tract of land recorded in the name of Longhorn Junction Owner "Tx", LP, in Document Number 2021187327, O.P.R.W.C., said iron rod being on the southerly Right-of-Way (R.O.W.) line of SE Inner Loop (180' wide);

Thence, with the northerly line of said 54.527 acre tract and the southerly R.O.W. line of said SE Inner Loop, South 71 degrees 39 minutes 54 seconds East, a distance of 287.51 feet to a capped iron rod found stamped "Stantec", said iron rod being a corner point of said 54.527 acre tract and a corner of said 70.0893 acre remainder tract, for the **Point of Beginning** of the herein described tract;

Thence, with the northerly line of said reminder tract and the southerly R.O.W. line of said SE Inner Loop the following two (2) courses and distances;

1. South 71 degrees 40 minutes 03 seconds East, a distance of 283.60 feet to a 1/2-inch iron rod found;

2. 185.60 feet along the arc of a curve to the left, said curve having a central angle of 5 degrees 02 minutes 24 seconds, a radius of 2,109.89 feet and a chord that bears South 74 degrees 11 minutes 12 seconds East, a distance of 185.54 feet to a capped iron rod found stamped "Stantec" for a corner point of said 70.0893 acre remainder tract and said 54.527 acre tract;

Thence, with the common line between said 70.0893 acre remainder tract and said 54.527 acre tract the following three (3) courses and distances;

1. South 18 degrees 20 minutes 56 seconds West, a distance of 308.15 feet to a capped iron rod found stamped "Stantec";

2. North 71 degrees 38 minutes 26 seconds West, a distance of 192.90 feet to a 1/2-inch iron rod found;

3. South 3 degrees 54 minutes 26 seconds West, a distance of 11.10 feet to a 1/2-inch iron rod found, said iron rod being the northeasterly corner of a called 0.1355 acre tract of land described as save & except tract in Document Number 2010002544 (Tract 4), O.P.R.W.C.;

Thence, with the southerly line of said 70.0893 acre remainder tract and the northerly line of said 0.1355 acre save & except tract, North 86 degrees 21 minutes 51 seconds West, a distance of 57.31 feet to a 1/2-inch iron rod found, said iron rod being the northwesterly corner of said 0.1355 acre save & except tract and being on an interior line of aforesaid 54.527 acre tract;

Thence, with the common line between said 70.0893 acre remainder tract and said 54.527 acre tract, the following three (3) courses and distances;

1. North 3 degrees 28 minutes 45 seconds East, a distance of 26.05 feet to a capped iron rod found stamped "Stantec";

2. North 71 degrees 39 minutes 11 seconds West, a distance of 216.79 feet to a capped iron rod found stamped "Stantec";

3. North 18 degrees 21 minutes 52 seconds East, a distance of 299.96 feet to the **Point of Beginning** and containing 3.266 acres of land.

GBI Partners
TBPELS Firm No. 10194150
Ph: 281-499-4539
February 20, 2022



EXHIBIT C

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF GEORGETOWN, TEXAS

AND THE CITY OF GEORGETOWN, TEXAS

This Municipal Services Agreement ("Agreement") is entered into on the 10 day of March, 2026 by and between the City of Georgetown, Texas, a home-rule municipality of the State of Texas ("City") and The City of Georgetown ("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, the City owns certain parcels of land located at SE Inner Loop, Georgetown, Texas 78626, which consists of approximately 3.226 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. 2025-9-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 §

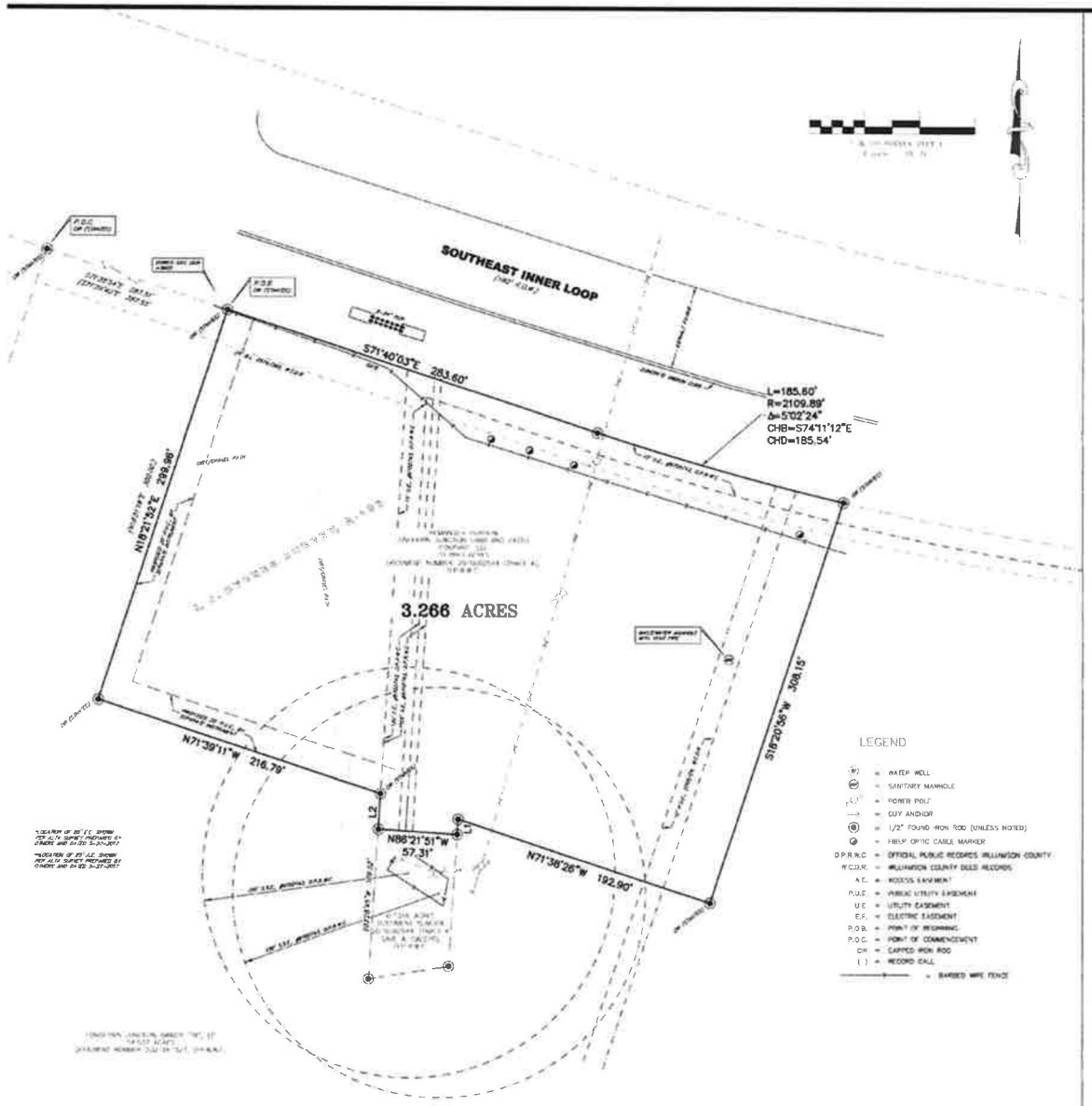
This instrument was acknowledged before me on the 10 day of March, 2026 by Josh Schroeder, Mayor of the City of Georgetown, a Texas municipal corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

KAREN FROST
Notary Public, State of Texas
Comm. Expires 05-24-2028
Notary ID 10536084

EXHIBIT "A"



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S03°54'36"W	98.10'
L2	N03°08'51"E	26.88'

NOTES

1. This tract lies in Zone X (area of minimal flood hazard) per FEMA Flood Insurance Rate Map No. 48491C0405F, effective date: 12-20-2019.
2. Bearings are referenced to the Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS observations with an average combined adjustment factor of 0.99987089411
3. This survey was prepared with the benefit of a Commitment for Title Insurance, G.F. No. 2T220047, issued by Texan Title Insurance Company on January 17, 2022 (effective date: December 29, 2021) and is subject to the Schedule B exceptions contained therein.

a. Easement dated August 9, 1940, executed by The Federal Land Bank of Houston to Texas Power & Light Company, recorded in Volume 299, Page 391, Deed Records, Williamson County, Texas. Unable to trace location based on description in deed. All visible electric appurtenances shown hereon.

b. Easement dated July 25, 1940, executed by Henry L. Johnson and Clara A. Johnson to Texas Power & Light Company, recorded in Volume 299, Page 393, Deed Records, Williamson County, Texas. Unable to trace location based on description in deed. All visible electric appurtenances shown hereon.

c. Easement dated November 27, 1939, executed by J.E. Bullock to Texas Power & Light Company, recorded in Volume 301, Page 289, Deed Records, Williamson County, Texas. Unable to trace location based on description in deed. All visible electric appurtenances shown hereon.

d. Easement dated May 3, 1945, executed by Owen Sherrill and Kay D. Sherrill to Texas Power & Light Company, recorded in Volume 328, Page 629, Deed Records, Williamson County, Texas. Unable to trace location based on description in deed. All visible electric appurtenances shown hereon.

f. Easement dated May 7, 1946, executed by Owen Sherrill and Kay D. Sherrill to Texas Power & Light Company, recorded in Volume 337, Page 263, Official Records, Williamson County, Texas. Unable to trace location based on description in deed. All visible electric appurtenances shown hereon.

g. Easement dated December 23, 1947, executed by Owen Sherrill to Texas Power & Light Company, recorded in Volume 348, Page 384, Deed Records, Williamson County, Texas. Unable to trace location based on description in deed. All visible electric appurtenances shown hereon.

h. Easement dated January 21, 1948, executed by Owen Sherrill to Texas Power & Light Company, recorded in Volume 350, Page 228, Deed Records, Williamson County, Texas. Unable to trace location based on description in deed. All visible electric appurtenances shown hereon.

i. Easement dated July 18, 1960, to Texas Power & Light Company, recorded in Volume 450, Page 244, Deed Records, Williamson County, Texas. Unable to trace location form description in deed. Unable to trace location based on description in deed. All visible electric appurtenances shown hereon.

j. Easement dated November 4, 1974, executed by Owen Sherrill to Southwestern Bell Telephone Company, recorded in Volume 543, Page 308, Deed Records, Williamson County, Texas. Does not affect this tract.

k. Easement dated November 4, 1977, to Southwestern Bell Telephone Company, recorded in Volume 543, Page 312, Deed Records, Williamson County, Texas. Does not affect this tract.

l. Easement dated November 4, 1971, to Southwestern Bell Telephone Company, recorded in Volume 543, Page 406, Deed Records, Williamson County, Texas. Does not affect this tract.

m. Easement dated March 1, 1972, executed by Fred Lot Corporation to Southwestern Bell Telephone Company, recorded in Volume 548, Page 151, Deed Records, Williamson County, Texas. Deed not found under this recording.

n. Easement dated November 4, 1971, executed by Owen Sherrill to Southwestern Bell Telephone Company, recorded in Volume 548, Page 312, Deed Records, Williamson County, Texas. Deed not found under this recording.

o. Easement contained in Deed dated February 19, 1974, executed by Owen W. Sherrill and wife, Kay Dwyer Sherrill, to National Housing Industries, Inc., recorded in Volume 582, Page 334, Deed Records, Williamson County, Texas. Does not affect this tract.

p. Easement dated October 12, 1977, executed by National Housing Industries, Inc. to Texas Power & Light Company and General Telephone Company, recorded in Volume 689, Page 901, Deed Records, Williamson County, Texas. Does not affect this tract.

q. Easement and Right of Way dated October 18, 1986, to General Telephone Company of the Southwest, recorded in Volume 1445, Page 797, Official Records, Williamson County, Texas. Does not affect this tract.

r. Easement and Right-of-Way dated June 28, 1988, executed by Georgetown Railroad Company to Texas Utilities Electric Company, recorded in Volume 1888, Page 315, Official Records, Williamson County, Texas. Unable to trace location based on description in deed. All visible electric appurtenances shown hereon.

s. Easement dated February 26, 1988, executed by Evelyn L. Joseph to the City of Georgetown, Texas, recorded in Volume 1981, Page 161, Official Records, Williamson County, Texas. Does not affect this tract.

t. Utility Easement dated April 15, 1991, executed by Evelyn Joseph, Jimmy R. Joseph and Judi Markard to the City of Georgetown, recorded in Volume 2068, Page 670, Official Records, Williamson County, Texas. Does not affect this tract.

u. Utility Easement dated April 10, 1991, executed by Georgetown Railroad Company, Inc. to the City of Georgetown, Texas, recorded in Volume 2089, Page 72, Official Records, Williamson County, Texas. Deed not found under this recording. Should be Volume 2089, Page 24, affects tract as shown.

v. Utility Easement dated June 25, 1991, executed by Jimmy R. Joseph and Joan Joseph to the City of Georgetown, Texas, recorded in Volume 2068, Page 685, Official Records, Williamson County, Texas. Deed not found under this recording.

x. Right of Way and Easement dated January 17, 1992, executed by Georgetown Railroad Company, Inc. to the City of Georgetown, Texas recorded in Volume 2098, Page 409, Official Records, Williamson County, Texas. Does not affect this tract.

y. Utility Easement dated April 10, 1991, executed by Georgetown Railroad Company, Inc. to the City of Georgetown, recorded in Volume 2096, Page 73, Official Records, Williamson County, Texas. Duplicate, see item 10u.

z. Utility Easement dated September 13, 1994, executed by Georgetown Railroad Company, Inc. to the City of Georgetown, recorded in Volume 2605, Page 963, Official Records, Williamson County, Texas. Does not affect this tract.

aa. Easement and Right of Way dated October 19, 1954, executed by Georgetown Railroad Equipment Company to ITT Southwest Incorporated, recorded in Volume 2827, Page 148, Deed Records, Williamson County, Texas. Unable to trace location from description in deed. All visible electric appurtenances shown hereon.

bb. Terms, provisions and stipulations of Lease of Real Property Well, Easements, Purchase of Water dated November 7, 1964, executed by and between Georgetown Rail Equipment Company and Jonah Water Special Utility District, recorded in Volume 2647, Page 571 and as modified under Document No. 9228157, Official Records, Williamson County, Texas. Does not affects this tract.

cc. Sanitary Easement, electrical easement, access easement and utility easement, as reserved in Warranty Deed dated January 17, 1997, from Georgetown Rail Equipment Company, Inc. to Gregory C. Hall, recorded under Document No. 9732745, Official Records, Williamson County, Texas. Affects tract as shown hereon.

dd. Easements contained in Deed dated January 17, 1997, executed by Gregory C. Hall, to Williamson County, Texas, recorded under Document No. 9732975, Official Records, Williamson County, Texas. Easements referenced do not appear to affect. Deed references survey dated June 13, 1996. Said survey was not provided.

ee. Easement and Right of Way dated September 29, 2009, executed by Clearwater Crossing Limited Partnership, LLP to Oncor Electric Delivery Company, LLC, recorded under Document No. 2010008675, Official Records, Williamson County, Texas. Does not affect this tract.

ff. Terms, provisions and stipulations of Easement Agreement For Reciprocal Access dated September 6, 2011, executed by and between Longhorn Junction Land and Cattle Company, LLC and Conoleoffice, LLC, recorded under Document No. 2011080822, Official Records, Williamson County, Texas. Does not appear to affect this tract.

gg. Pipeline and Aboveground Facilities Easement dated September 6, 2017, to Atmos Energy Corporation, recorded under Document No. 2017086718, Official Records, Williamson County, Texas. Does not affect this tract.

hh. Easement Agreement For Signs dated March 22, 2018, to LJ Tylor Sign, LLC, recorded under Document No. 2018023642, Official Records, Williamson County, Texas. Does not affect this tract.

ii. Terms, conditions, and stipulations of that Private Driveway Easement Agreement dated December 7, 2021, executed by and between Longhorn Junction Owners (TX), LP, and Longhorn Junction Land and Cattle Company, LLC, recorded under Document No. 2021187125. Does not affect this tract.

FIELD NOTES FOR 3.266 ACRES

Being a 3.266 acre tract of land located in the L.J. Dyches Survey, Abstract Number 180 Williamson County, Texas. Said 3.266 acre tract being a portion of a called 70.0893 acre tract of land recorded in the name of Longhorn Junction Land and Cattle Company, LLC in Document Number 2010002544 (Tract 4), Official Public Records of Williamson County Texas (O.P.R.W.C.), said 3.266 acre tract of land being more particularly described by metes and bound as follows: (Bearings are based on the Texas State Plane Coordinate System, Central Zone).

Commencing at a capped iron rod found stamped "Stantec" for the northwesterly corner of a called 54.527 acre tract of land recorded in the name of Longhorn Junction Owner "A", LP, in Document Number 2021187327, O.P.R.W.C., said iron rod being on the southerly Right-of-Way (R.O.W.) line of SE Inner Loop (180' wide);

Thence, with the northerly line of said 54.527 acre tract and the southerly R.O.W. line of said SE Inner Loop, South 71 degrees 39 minutes 54 seconds East, a distance of 287.51 feet to a capped iron rod found stamped "Stantec", said iron rod being a corner point of said 54.527 acre tract and a corner of said 70.0893 acre remainder tract, for the Point of Beginning of the herein described tract;

Thence, with the northerly line of said remainder tract and the southerly R.O.W. line of said SE Inner Loop the following two (2) courses and distances;

1. South 71 degrees 40 minutes 03 seconds East, a distance of 283.60 feet to a 1/2-inch iron rod found;
2. 185.60 feet along the arc of a curve to the left, said curve having a central angle of 5 degrees 02 minutes 24 seconds, a radius of 2,109.89 feet and a chord that bears South 74 degrees 11 minutes 12 seconds East, a distance of 185.54 feet to a capped iron rod found stamped "Stantec" for a corner point of said 70.0893 acre remainder tract and said 54.527 acre tract

Thence, with the common line between said 70.0893 acre remainder tract and said 54.527 acre tract the following three (3) courses and distances;

1. South 18 degrees 20 minutes 56 seconds West, a distance of 308.15 feet to a capped iron rod found stamped "Stantec";
2. North 71 degrees 38 minutes 26 seconds West, a distance of 192.90 feet to a 1/2-inch iron rod found;
3. South 3 degrees 54 minutes 36 seconds West, a distance of 11.10 feet to a 1/2-inch iron rod found, said iron rod being the northeasterly corner of a called 0.1355 acre tract of land described as save & except tract in Document Number 2010002544 (Tract 4), O.P.R.W.C.;

Thence, with the southerly line of said 70.0893 acre remainder tract and the northerly line of said 0.1355 acre save & except tract, North 86 degrees 21 minutes 51 seconds West, a distance of 57.31 feet to a 1/2-inch iron rod found, said iron rod being the northwesterly corner of said 0.1355 acre save & except tract and being on an interior line of aforesaid 54.527 acre tract;

Thence, with the common line between said 70.0893 acre remainder tract and said 54.527 acre tract, the following three (3) courses and distances;

1. North 3 degrees 28 minutes 45 seconds East, a distance of 26.88 feet to a capped iron rod found stamped "Stantec";
2. North 71 degrees 39 minutes 11 seconds West, a distance of 216.79 feet to a capped iron rod found stamped "Stantec";
3. North 18 degrees 21 minutes 52 seconds East, a distance of 299.96 feet to the Point of Beginning and containing 3.266 acres of land

This survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1A, Condition II, GPS Land Title Survey. Field Work was completed on 2-16-2022

Alan Jay Horton
Registered Professional Land Surveyor
Texas Registration No. 5788
281-499-4539

ALAN JAY HORTON 5788 REGISTERED PROFESSIONAL LAND SURVEYOR

LAND TITLE SURVEY

3.266 ACRES

Being a portion of a called 70.0893 acre tract of land recorded in the name of Longhorn Junction Land and Cattle Company, LLC in Document Numb 2010002544, (Tract 4) O.P.R.W.C., located in the L. Dyches Survey, A-180

WILLIAMSON COUNTY, TEXA

GBI PARTNERS
LAND SURVEYING CONSULTANTS
3500 185A, BUILDING 2, STE. A • LEANDER, TX 78641
PHONE: 281-499-4539 • WWW.GBISURVEY.COM

SCALE: 1" = 40'	JOB NO. 220103	DATE: 2-17-2022
DRAWN BY: CS	FIELD BOOK: N/A	SHEET: 220103

County: Williamson
Project: 3.3 Acre Inner Loop
Job No.: A220103
MB No.: 22-003

FIELD NOTES FOR 3.266 ACRES

Being a 3.266 acre tract of land located in the L.J. Dyches Survey, Abstract Number 180 Williamson County, Texas. Said 3.266 acre tract being a portion of a called 70.0893 acre tract of land recorded in the name of Longhorn Junction Land and Cattle Company, LLC in Document Number 2010002544 (Tract 4), Official Public Records of Williamson County Texas (O.P.R.W.C.), said 3.266 acre tract of land being more particularly described by metes and bound as follows: *(Bearings are based on the Texas State Plane Coordinate System, Central Zone).*

Commencing at a capped iron rod found stamped "Stantec" for the northwesterly corner of a called 54.527 acre tract of land recorded in the name of Longhorn Junction Owner "Tx", LP, in Document Number 2021187327, O.P.R.W.C., said iron rod being on the southerly Right-of-Way (R.O.W.) line of SE Inner Loop (180' wide);

Thence, with the northerly line of said 54.527 acre tract and the southerly R.O.W. line of said SE Inner Loop, South 71 degrees 39 minutes 54 seconds East, a distance of 287.51 feet to a capped iron rod found stamped "Stantec", said iron rod being a corner point of said 54.527 acre tract and a corner of said 70.0893 acre remainder tract, for the **Point of Beginning** of the herein described tract;

Thence, with the northerly line of said reminder tract and the southerly R.O.W. line of said SE Inner Loop the following two (2) courses and distances;

1. South 71 degrees 40 minutes 03 seconds East, a distance of 283.60 feet to a 1/2-inch iron rod found;

2. 185.60 feet along the arc of a curve to the left, said curve having a central angle of 5 degrees 02 minutes 24 seconds, a radius of 2,109.89 feet and a chord that bears South 74 degrees 11 minutes 12 seconds East, a distance of 185.54 feet to a capped iron rod found stamped "Stantec" for a corner point of said 70.0893 acre remainder tract and said 54.527 acre tract;

Thence, with the common line between said 70.0893 acre remainder tract and said 54.527 acre tract the following three (3) courses and distances;

1. South 18 degrees 20 minutes 56 seconds West, a distance of 308.15 feet to a capped iron rod found stamped "Stantec";

2. North 71 degrees 38 minutes 26 seconds West, a distance of 192.90 feet to a 1/2-inch iron rod found;

3. South 3 degrees 54 minutes 26 seconds West, a distance of 11.10 feet to a 1/2-inch iron rod found, said iron rod being the northeasterly corner of a called 0.1355 acre tract of land described as save & except tract in Document Number 2010002544 (Tract 4), O.P.R.W.C.;

Thence, with the southerly line of said 70.0893 acre remainder tract and the northerly line of said 0.1355 acre save & except tract, North 86 degrees 21 minutes 51 seconds West, a distance of 57.31 feet to a 1/2-inch iron rod found, said iron rod being the northwesterly corner of said 0.1355 acre save & except tract and being on an interior line of aforesaid 54.527 acre tract;

Thence, with the common line between said 70.0893 acre remainder tract and said 54.527 acre tract, the following three (3) courses and distances;

1. North 3 degrees 28 minutes 45 seconds East, a distance of 26.05 feet to a capped iron rod found stamped "Stantec";

2. North 71 degrees 39 minutes 11 seconds West, a distance of 216.79 feet to a capped iron rod found stamped "Stantec";

3. North 18 degrees 21 minutes 52 seconds East, a distance of 299.96 feet to the **Point of Beginning** and containing 3.266 acres of land.

GBI Partners
TBPELS Firm No. 10194150
Ph: 281-499-4539
February 20, 2022



EXHIBIT D

RESOLUTION NO. 021026-5.J

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 10th day of February, 2025.

THE CITY OF GEORGETOWN:

Josh Schroeder
Mayor

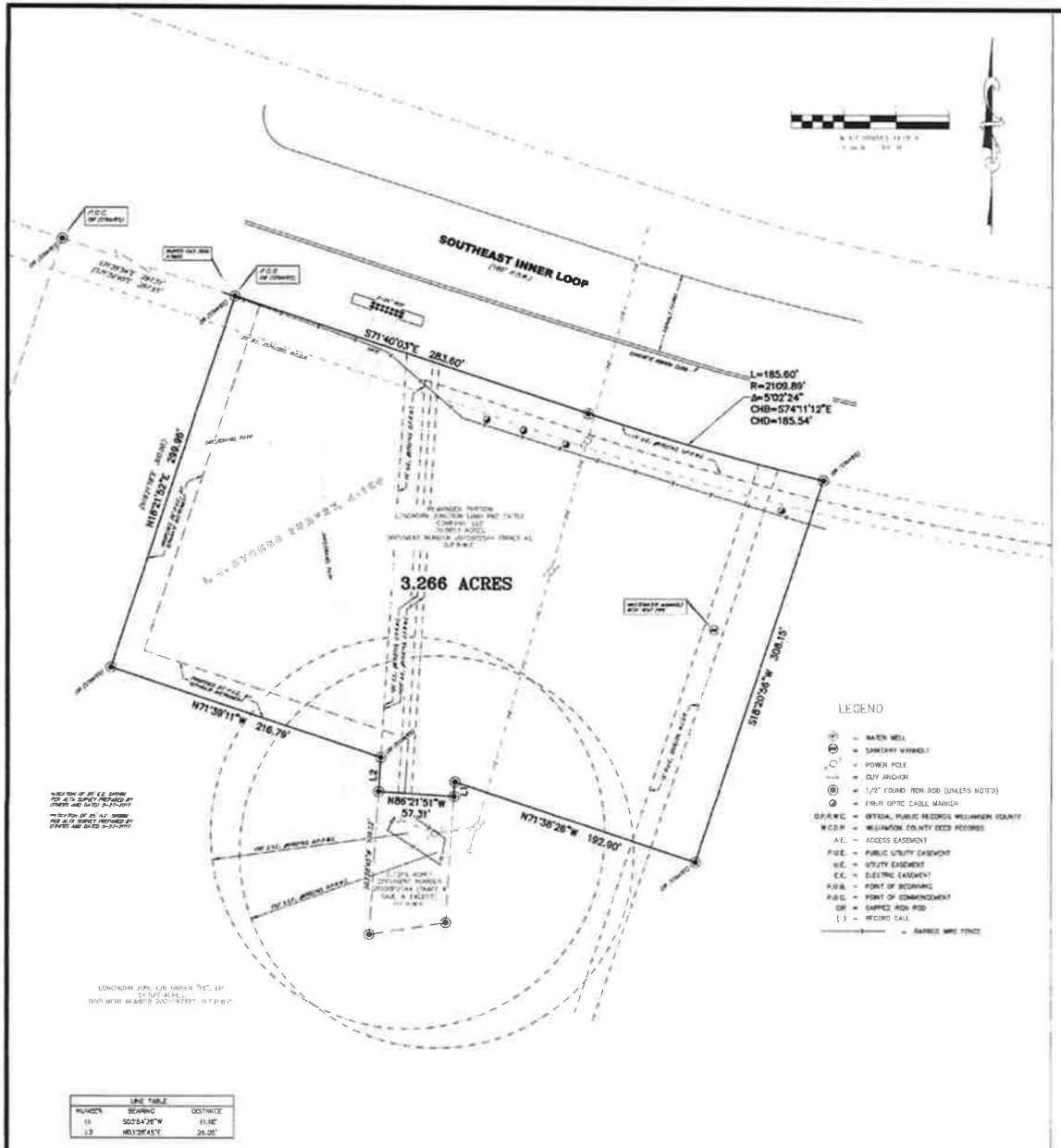
ATTEST:

Robyn Densmore, TRMC
City Secretary

APPROVED AS TO FORM:

Skye Masson
City Attorney

EXHIBIT "A"



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S03°54'26"W	41.98'
L2	N03°28'45"E	26.05'

NOTES

1. This tract lies in Zone X (area of minimal flood hazard) per FEMA Flood Insurance Rate Map No. 48491C0485F, effective date 12-20-2019.
2. Bearings are referenced to the Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS observations with an average combined adjustment factor of 0.99987289411.
3. This survey was prepared with the benefit of a Commitment for Title Insurance, G.F. No. GTZ200477, issued by Texas Title Insurance Company on January 11, 2022 (effective date December 28, 2021) and is subject to the Schedule B exceptions contained therein:

a. Easement dated August 9, 1940, executed by The Federal Land Bank of Houston to Texas Power & Light Company, recorded in Volume 295, Page 381, Deed Records, Williamson County, Texas. Unable to trace location based on description in deed. All visible electric appurtenances shown hereon.

b. Easement dated July 26, 1940, executed by Henry L. Johnson and Dora A. Johnson to Texas Power & Light Company, recorded in Volume 299, Page 393, Deed Records, Williamson County, Texas. Unable to trace location based on description in deed. All visible electric appurtenances shown hereon.

c. Easement dated November 27, 1939, executed by J.E. Bullock to Texas Power & Light Company, recorded in Volume 301, Page 289, Deed Records, Williamson County, Texas. Unable to trace location based on description in deed. All visible electric appurtenances shown hereon.

d. Easement dated May 3, 1945, executed by Owen Sherrill and Kay D. Sherrill to Texas Power & Light Company, recorded in Volume 328, Page 529, Deed Records, Williamson County, Texas. Unable to trace location based on description in deed. All visible electric appurtenances shown hereon.

e. Easement dated May 7, 1946, executed by Owen Sherrill and Kay D. Sherrill to Texas Power & Light Company, recorded in Volume 337, Page 263, Official Records, Williamson County, Texas. Unable to trace location based on description in deed. All visible electric appurtenances shown hereon.

f. Easement dated December 23, 1947, executed by Owen Sherrill to Texas Power & Light Company, recorded in Volume 348, Page 304, Deed Records, Williamson County, Texas. Unable to trace location based on description in deed. All visible electric appurtenances shown hereon.

g. Easement dated January 21, 1948, executed by Owen Sherrill to Texas Power & Light Company, recorded in Volume 350, Page 228, Deed Records, Williamson County, Texas. Unable to trace location based on description in deed. All visible electric appurtenances shown hereon.

h. Easement dated July 18, 1950, to Texas Power & Light Company, recorded in Volume 450, Page 244, Deed Records, Williamson County, Texas. Unable to trace location form description in deed. Unable to trace location based on description in deed. All visible electric appurtenances shown hereon.

i. Easement dated November 4, 1974, executed by Owen Sherrill to Southwestern Bell Telephone Company, recorded in Volume 543, Page 308, Deed Records, Williamson County, Texas. Does not affect this tract.

k. Easement dated November 4, 1971, to Southwestern Bell Telephone Company, recorded in Volume 543, Page 312, Deed Records, Williamson County, Texas. Does not affect this tract.

l. Easement dated November 4, 1971, to Southwestern Bell Telephone Company, recorded in Volume 543, Page 408, Deed Records, Williamson County, Texas. Does not affect this tract.

m. Easement cated March 1, 1972, executed by Feed Lot Corporation to Southwestern Bell Telephone Company, recorded in Volume 548, Page 181, Deed Records, Williamson County, Texas. Dead not found under this recording.

n. Easement dated November 4, 1971, executed by Owen Sherrill to Southwestern Bell Telephone Company, recorded in Volume 548 Page 312, Deed Records, Williamson County, Texas. Dead not found under this recording.

o. Easement contained in Deed dated February 10, 1974, executed by Owen W. Sherrill and wife, Kay Beaver Sherrill, to National Housing Industries, Inc., recorded in Volume 582, Page 334, Deed Records, Williamson County, Texas. Does not affect this tract

p. Easement dated October 12, 1977, executed by National Housing Industries, Inc. to Texas Power & Light Company and General Telephone Company, recorded in Volume 899, Page 901, Deed Records, Williamson County, Texas. Does not affect this tract

q. Easement and Right of Way dated October 16, 1986, to General Telephone Company of the Southwest, recorded in Volume 1445, Page 757, Official Records, Williamson County, Texas. Does not affect this tract

r. Easement and Right-of-Way dated June 28, 1988, executed by Georgetown Railroad Company to Texas Utilities Electric Company, recorded in Volume 1684, Page 315, Official Records, Williamson County, Texas. Unable to trace location based on description in deed. All visible electric appurtenances shown hereon.

s. Easement dated February 28, 1989, executed by Evelyn L. Joseph to the City of Georgetown, Texas, recorded in Volume 1951, Page 461, Official Records, Williamson County, Texas. Does not affect this tract.

t. Utility Easement dated April 18, 1991, executed by Evelyn Joseph, Jimmy R. Joseph and Judi Merkord to the City of Georgetown, recorded in Volume 2008, Page 870, Official Records, Williamson County Texas. Does not affect this tract.

u. Utility Easement dated April 10, 1991, executed by Georgetown Railroad Company, Inc. to the City of Georgetown, Texas, recorded in Volume 2009, Page 27, Official Records, Williamson County, Texas. Deed not found under this recording. Should be Volume 2009, Page 34, affects tract as shown.

v. Utility Easement dated June 25, 1991, executed by Jimmy R. Joseph and Joan Joseph to the City of Georgetown, Texas, recorded in Volume 2098, Page 483, Official Records, Williamson County, Texas. Deed not found under this recording.

x. Right of Way and Easement dated January 17, 1992, executed by Georgetown Railroad Company, Inc. to the City of Georgetown, Texas recorded in Volume 2098, Page 409, Official Records, Williamson County, Texas. Does not affect this tract.

y. Utility Easement dated April 10, 1991, executed by Georgetown Railroad Company, Inc. to the City of Georgetown, recorded in Volume 2009, Page 27, Official Records, Williamson County, Texas. Duplicate, see Item 10.v.

z. Utility Easement dated September 13, 1994, executed by Georgetown Railroad Company, Inc. to the City of Georgetown, recorded in Volume 2605, Page 963, Official Records, Williamson County, Texas. Does not affect this tract.

aa. Easement and Right of Way dated October 19, 1994, executed by Georgetown Railroad Equipment Company to GH Southwest Incorporated, recorded in Volume 2627, Page 148, Official Records, Williamson County, Texas. Unable to trace location from description in deed. All visible electric appurtenances shown hereon.

bb. Terms, provisions and stipulations of Lease of Real Property Wall Easements, Purchase of Water dated November 8, 1996, executed by and between Georgetown Rail Equipment Company and Jonah Water Special Utility District, recorded in Volume 2647, Page 371 and as modified under Document No. 9508152, Official Records, Williamson County, Texas. Does not affects this tract

cc. Sanitary Easement, electrical easement, access easement and utility easement, as reserved in Warranty Deed dated January 17, 1997, from Georgetown Rail Equipment Company, Inc. to Gregory C. Hall recorded under Document No. 9722743, Official Records, Williamson County, Texas. Affects tract as shown hereon.

dd. Easements contained in Deed dated January 17, 1997, executed by Gregory C. Hall, to Williamson County, Texas, recorded under Document No. 9709878, Official Records, Williamson County, Texas. Easements referenced do not appear to affect. Deed references survey dated June 13, 1995. Said survey was not provided.

ee. Easement and Right of Way dated September 29, 2009, executed by Clearwater Crossing Limited Partnership, LLP to Oncor Electric Delivery Company, LLC, recorded under Document No. 2010008675, Official Records, Williamson County, Texas. Does not affect this tract.

ff. Terms, provisions and stipulations of Easement Agreement For Reciprocal Access dated September 6, 2011, executed by and between Longhorn Junction Land and Cattle Company, LLC and Candlestick, LLC, recorded under Document No. 2011080902, Official Records, Williamson County, Texas. Does not appear to affect this tract.

gg. Pipeline and Aboveground Facilities Easement dated September 6, 2017, to Atmos Energy Corporation, recorded under Document No. 2017086718, Official Records, Williamson County, Texas. Does not affect this tract.

hh. Easement Agreement For Signs dated March 22, 2018, to TJ Pylon Sign, LLC, recorded under Document No. 2018023547, Official Records, Williamson County, Texas. Does not affect this tract.

ii. Terms, conditions, and stipulations of that Private Driveway Easement Agreement dated December 7, 2021, executed by and between Longhorn Junction Owners (IX), LP, and Longhorn Junction Land and Cattle Company, LLC, recorded under Document No. 2021187375. Does not affect this tract

FIELD NOTES FOR 3.266 ACRES

Being a 3.266 acre tract of land located in the L.J. Dyches Survey, Abstract Number 180 Williamson County, Texas; said 3.266 acre tract being a portion of a called 70.0893 acre tract of land recorded in the name of Longhorn Junction Land and Cattle Company, LLC in Document Number 2010002544 (Tract 4), Official Public Records of Williamson County Texas (O.P.R.W.C.); said 3.266 acre tract of land being more particularly described by metes and bounds as follows: (Bearings are based on the Texas State Plane Coordinate System, Central Zone).

Commencing at a capped iron rod found stamped "Stantec" for the northwesterly corner of a called 54.527 acre tract of land recorded in the name of Longhorn Junction Owner "X", LP, in Document Number 2021187327, O.P.R.W.C., said iron rod being on the southerly Right-of-Way (R.O.W.) line of SE Inner Loop (TBD width);

Thence, with the northerly line of said 54.527 acre tract and the southerly R.O.W. line of said SE Inner Loop, South 71 degrees 39 minutes 54 seconds East, a distance of 287.51 feet to a capped iron rod found stamped "Stantec", said iron rod being a corner point of said 54.527 acre tract and a corner of said 70.0893 acre remainder tract, for the Point of Beginning of the herein described tract;

Thence, with the northerly line of said remainder tract and the southerly R.O.W. line of said SE Inner Loop the following two (2) courses and distances;

1. South 71 degrees 40 minutes 03 seconds East, a distance of 283.60 feet to a 1/2-inch iron rod found;
2. 185.60 feet along the arc of a curve to the left, said curve having a central angle of 5 degrees 02 minutes 24 seconds, a radius of 2,109.89 feet and a chord that bears South 74 degrees 11 minutes 12 seconds East, a distance of 185.54 feet to a capped iron rod found stamped "Stantec" for a corner point of said 70.0893 acre remainder tract and said 54.527 acre tract;

Thence, with the common line between said 70.0893 acre remainder tract and said 54.527 acre tract the following three (3) courses and distances;

1. South 18 degrees 20 minutes 56 seconds West, a distance of 308.15 feet to a capped iron rod found stamped "Stantec";
2. North 71 degrees 38 minutes 26 seconds West, a distance of 192.90 feet to a 1/2-inch iron rod found, said iron rod being the northwesterly corner of said 0.1355 acre save & except tract and being on an interior line of aforesaid 54.527 acre tract;
3. South 3 degrees 54 minutes 26 seconds West, a distance of 41.10 feet to a 1/2-inch iron rod found, said iron rod being the northwesterly corner of a called 0.1355 acre save & except tract in Document Number 2010002544 (Tract 4), O.P.R.W.C.;

Thence, with the southerly line of said 70.0893 acre remainder tract and the northerly line of said 0.1355 acre save & except tract, North 85 degrees 21 minutes 51 seconds West, a distance of 57.31 feet to a 1/2-inch iron rod found, said iron rod being the northwesterly corner of said 0.1355 acre save & except tract and being on an interior line of aforesaid 54.527 acre tract;

Thence, with the common line between said 70.0893 acre remainder tract and said 54.527 acre tract, the following three (3) courses and distances;

1. North 3 degrees 28 minutes 45 seconds East, a distance of 26.05 feet to a capped iron rod found stamped "Stantec";
2. North 71 degrees 38 minutes 11 seconds West, a distance of 216.79 feet to a capped iron rod found stamped "Stantec";
3. North 18 degrees 21 minutes 52 seconds East, a distance of 238.90 feet to the Point of Beginning and containing 3.266 acres of land.

This survey substantially complies with the current Texas Society of Professional Surveyors standards of Practice requirements for a Category 1A, Condition II, GMS Land Title Survey. Field Work was completed on 2-16-2022

Alan Jay Horton
Registered Professional Land Surveyor
Texas Registration No. 5768
281-499-4539

LAND TITLE SURVEY

3.266 ACRES

Being a portion of a called 70.0893 acre tract of land recorded in the name of Longhorn Junction Land and Cattle Company, LLC in Document Number 2010002544, (Tract 4) O.P.R.W.C., located in the L.J. Dyches Survey, A-180

WILLIAMSON COUNTY, TEXAS

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7979 1414, BUILDING 2, STE A • LEANDER, TX 78641
PHONE: 281-499-4539 • WWW.GBISURVEY.COM
TBPELS # 10194136 • TBPE # F17284

SCALE: 1"= 40'	JOB NO. 2201613	DATE: 2-17-2022
DRW CHK'D: G.	FIELD BOOK: 628/81	DWG: 2201613

County: Williamson
Project: 3.3 Acre Inner Loop
Job No.: A220103
MB No.: 22-003

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Thence, with the northerly line of said reminder tract and the southerly R.O.W. line of said SE Inner Loop the following two (2) courses and distances;

1. South 71 degrees 40 minutes 03 seconds East, a distance of 283.60 feet to a 1/2-inch iron rod found;

2. 185.60 feet along the arc of a curve to the left, said curve having a central angle of 5 degrees 02 minutes 24 seconds, a radius of 2,109.89 feet and a chord that bears South 74 degrees 11 minutes 12 seconds East, a distance of 185.54 feet to a capped iron rod found stamped "Stantec" for a corner point of said 70.0893 acre remainder tract and said 54.527 acre tract;

Thence, with the common line between said 70.0893 acre remainder tract and said 54.527 acre tract the following three (3) courses and distances;

1. South 18 degrees 20 minutes 56 seconds West, a distance of 308.15 feet to a capped iron rod found stamped "Stantec";

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3. South 3 degrees 54 minutes 26 seconds West, a distance of 11.10 feet to a 1/2-inch iron rod found, said iron rod being the northeasterly corner of a called 0.1355 acre tract of land described as save & except tract in Document Number 2010002544 (Tract 4), O.P.R.W.C.;

Thence, with the southerly line of said 70.0893 acre remainder tract and the northerly line of said 0.1355 acre save & except tract, North 86 degrees 21 minutes 51 seconds West, a distance of 57.31 feet to a 1/2-inch iron rod found, said iron rod being the northwesterly corner of said 0.1355 acre save & except tract and being on an interior line of aforesaid 54.527 acre tract;

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GBI Partners
TBPELS Firm No. 10194150
Ph: 281-499-4539
February 20, 2022



City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Second Reading - 2026-3-ANX - RM 2243

SUGGESTED ACTION:
Second Reading of an Ordinance for the Disannexation of approximately 40.2 acres in the Joseph Thompson Survey, Abstract No. 608, but excluding portions of right-of-way on RM 2243 (Leander Road), currently in the City Limits (2026-3-ANX) -- Jeff Fisher, AICP, Assistant Planning Director

ITEM SUMMARY:

Overview of Applicant's Request:

On February 10, 2026, the city approved Resolution 021026-5.K, approving the Third Amendment to the Second Amended and Restated Consent Agreement. This Resolution facilitated this disannexation in order to allow the subject property to be incorporated into Parkside on the River Municipal Utility District No. 1 (POR MUD No. 1). The Ordinance if approved will disannex the property out of the city limits and back into the City's Extraterritorial Jurisdiction (ETJ), and remove the current zoning from the property.

Staff's Analysis:

State Law allows home-rule cities including Georgetown to follow its own process for disannexations and the City only requires that an Ordinance to disannex is brought forward (see attached). The Ordinance if approved will disannex the property out of the city limits and back into the City's Extraterritorial Jurisdiction (ETJ), removing the current zoning from the property, as outlined in the attached Staff Report.

Public Comments:

Public notification is not required. The city has posted this information as part of the Council Agenda packet within the notification deadlines required by State Law.

City Council First Reading:

At their March 24, 2026, meeting, the City Council approved (6-0) the First Reading of the Ordinance for the proposed request.

FINANCIAL IMPACT:

None. The applicant has paid the required application fees.

SUBMITTED BY:
Haley Webre, Planning Department

ATTACHMENTS:
2026-3-ANX-Staff Report.pdf
2026-3-ANX - Staff Presentation.pdf
Exhibit 1-Location Map.pdf
Exhibit 2-Future Land Use Map.pdf
Exhibit 3-Zoning Map.pdf
Exhibit 4-Aerial Map.pdf
Exhibit 5-Application Information.pdf
2026-3-ANX - Ordinance with Exhibits.pdf

Planning Department Staff Report

Report Date: March 24, 2026
Case Number: 2026-3-ANX

AGENDA ITEM DESCRIPTION

Public Hearing and First Reading of an Ordinance for the Disannexation of approximately 40.2 acres in the Joseph Thompson Survey, Abstract No. 608, but excluding portions of right-of-way on RM 2243 (Leander Road), currently in the City Limits. (2026-3-ANX). Jeff Fisher, AICP, Assistant Planning Director.

AGENDA ITEM DETAILS

Project Name:	**Parkside on the River Disannexation**
Applicant:	**HR Green Development TX, LLC c/o Christine Campbell**
Property Owner:	**HM Parkside, L.P. c/o Blake Magee**
Property Address:	**North of RM 2243 (Leander Road), approximately 1,300 feet west of Greenview Parkway, Georgetown, Texas**
Legal Description:	**40.2 acres in the Joseph Thompson Survey, Abstract No. 608**
Current Zoning:	**Agricultural (AG) and Residential Single-Family (RS)**
Current Use:	**Vacant Land**

APPLICANT'S REQUEST

The City annexed the subject property into the City Limits by Ordinances 2023-65 and 2025-101. Ordinance 2023-65 approved by City Council annexed portions of the right-of-way for RM 2243 (Leander Road) into the City Limits which included the south 11.180-acre portion of the subject property. Ordinance 2025-101 annexed the remaining 29.02 acres of the property immediately to the north. The entirety of the subject property remains vacant.

On February 10, 2026, at the request of HM Parkside, L.P., the new property owner, the City of Georgetown approved Resolution 021026-5.K. This resolution approved the Third Amendment to the Second Amended and Restated Consent Agreement to facilitate this disannexation in order to allow the subject property to be incorporated into Parkside on the River Municipal Utility District No. 1 (POR MUD No. 1).

State Law allows home-rule cities, including Georgetown, to follow its own disannexation process; City charter only requires that an Ordinance to disannex is brought forward (see attached). The Ordinance, if approved, will disannex the property out of the city limits back into the City's Extraterritorial Jurisdiction (ETJ) and remove the current zoning from the property.

RECOMMENDATION

Staff <u>recommend approval</u> of the request.

City Council

PROPERTY CONTEXT

The property remains vacant and upon disannexation is intended to be incorporated into an expanded POR MUD No. 1, which currently covers the Parkside On The River, Phase 2, Section 1 Subdivision immediate east of the subject property.

STAFF ANALYSIS

The disannexation will allow the property to be incorporated into the POR MUD No. 1 for future development. Disannexing the property to facilitate incorporation into POR MUD No. 1 will align with the 2030 Comprehensive Plan's Land Use Policy 12, which calls for supporting public safety services and infrastructure. The City will reduce infrastructure expenses by allowing the property to become part of a MUD, while still ensuring adequate water for future development. The current Future Land Use designation of "Neighborhood" would support residential development in future.

PUBLIC NOTIFICATION

Public notification is not required. The city has posted this information as part of the Council Agenda packet within the notification deadlines required by State Law.

ATTACHMENTS

Exhibit 1 – Aerial Map
Exhibit 2 - Location Map
Exhibit 3 – Future Land Use Map
Exhibit 4 – Zoning Map
Exhibit 5 – Applicant Request for Disannexation

SUBMITTED BY

Jeff Fisher, AICP, Assistant Planning Director

Parkside on the River Disannexation –Public Hearing and First Reading 2026-3-ANX

April 14, 2026 | City Council

GEORGETOWN TEXAS

Item Under Consideration

2026-3-ANX

Second Reading of an Ordinance for the Disannexation of approximately 40.2 acres in the Joseph Thompson Survey, Abstract No. 608, but excluding portions of right-of-way on RM 2243 (Leander Road), currently in the City Limits. (2026-3-ANX). Jeff Fisher, AICP, Assistant Planning Director.

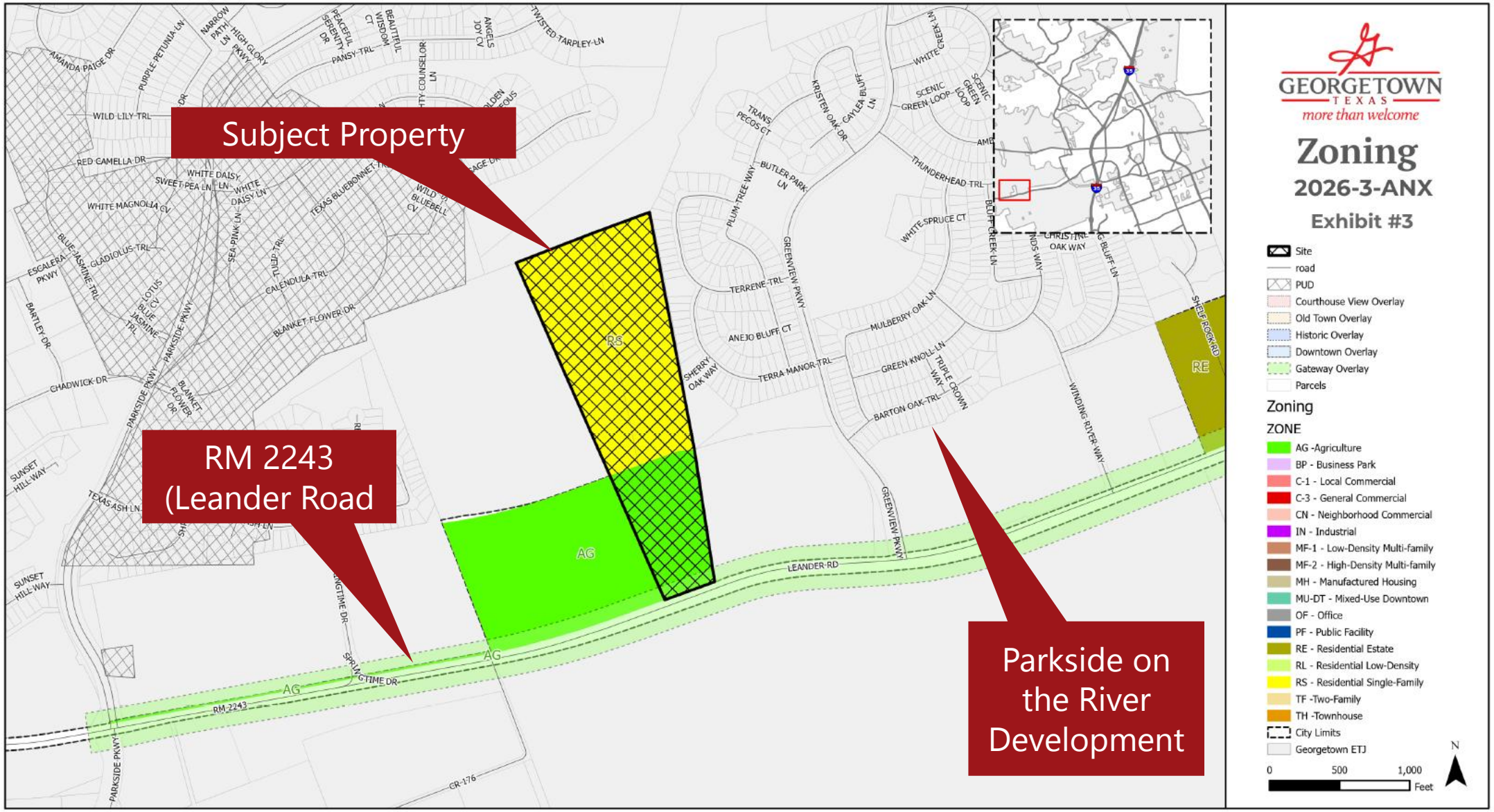
Resolution of Restated Consent Agreement

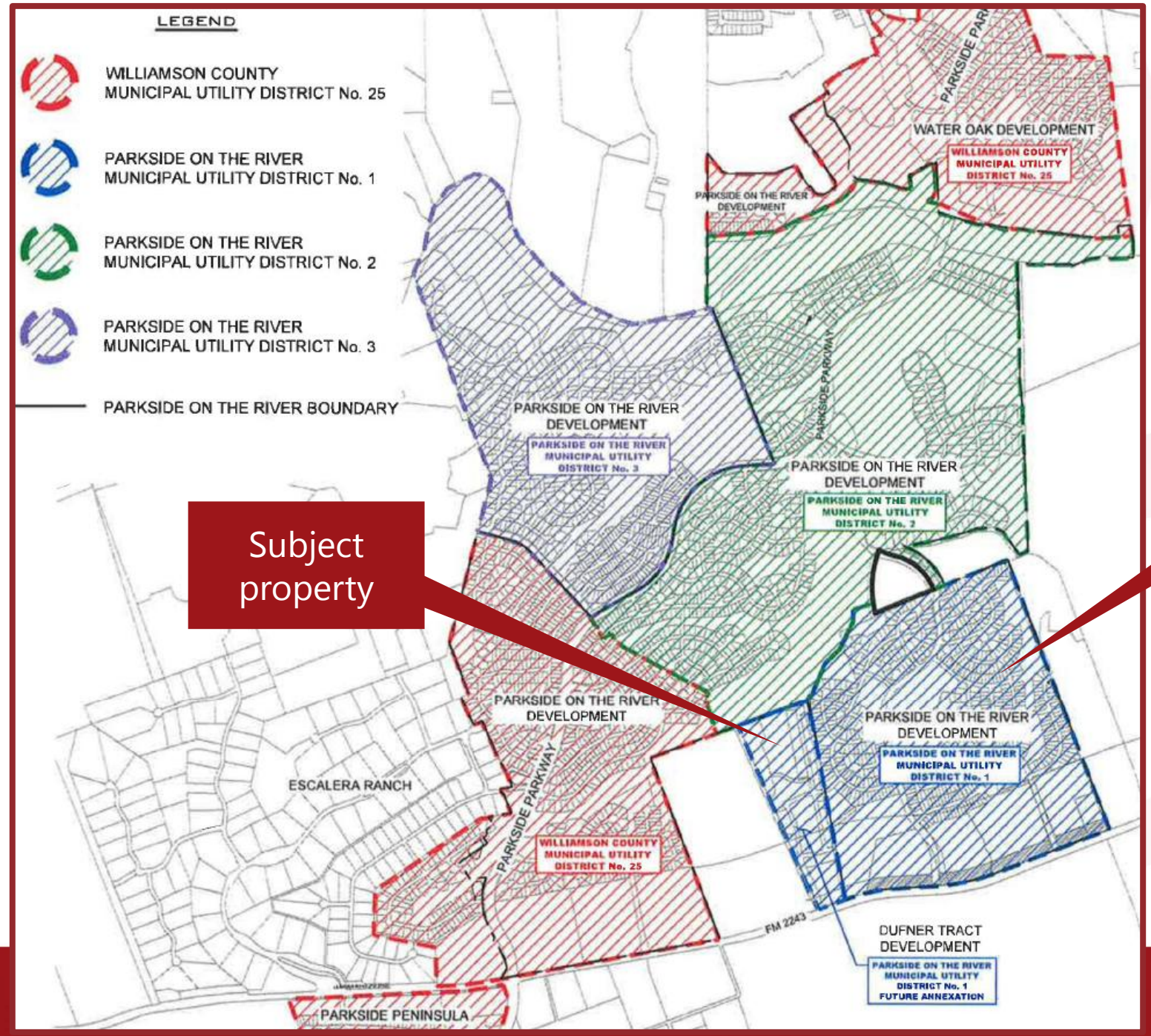
Public Hearing and 1st Reading of an Ordinance to Disannex

2nd Reading of an Ordinance to Disannex ★

Tentative Schedule

Status	Date	Body	Purpose
✓	February 10	City Council	Resolution allowing incorporation into MUD
✓	March 24	City Council	Public Hearing and First Reading on Disannex
	April 14	City Council	Second Reading on Disannex


Subject Property
RM 2243
(Leander Road
Parkside on
the River
Development
GEORGETOWN
TEXAS
more than welcome
Zoning
2026-3-ANX
Exhibit #3
Site
road
PUD
Courthouse View Overlay
Old Town Overlay
Historic Overlay
Downtown Overlay
Gateway Overlay
Parcels
Zoning
ZONE
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
City Limits
Georgetown ETJ
0
500
1,000
Feet
N
AG
RS
RE
LEANDER RD
RM 2243
GREENVIEW PKWY
PARKSIDE PKWY
SPRINGTIME DR
CR-176

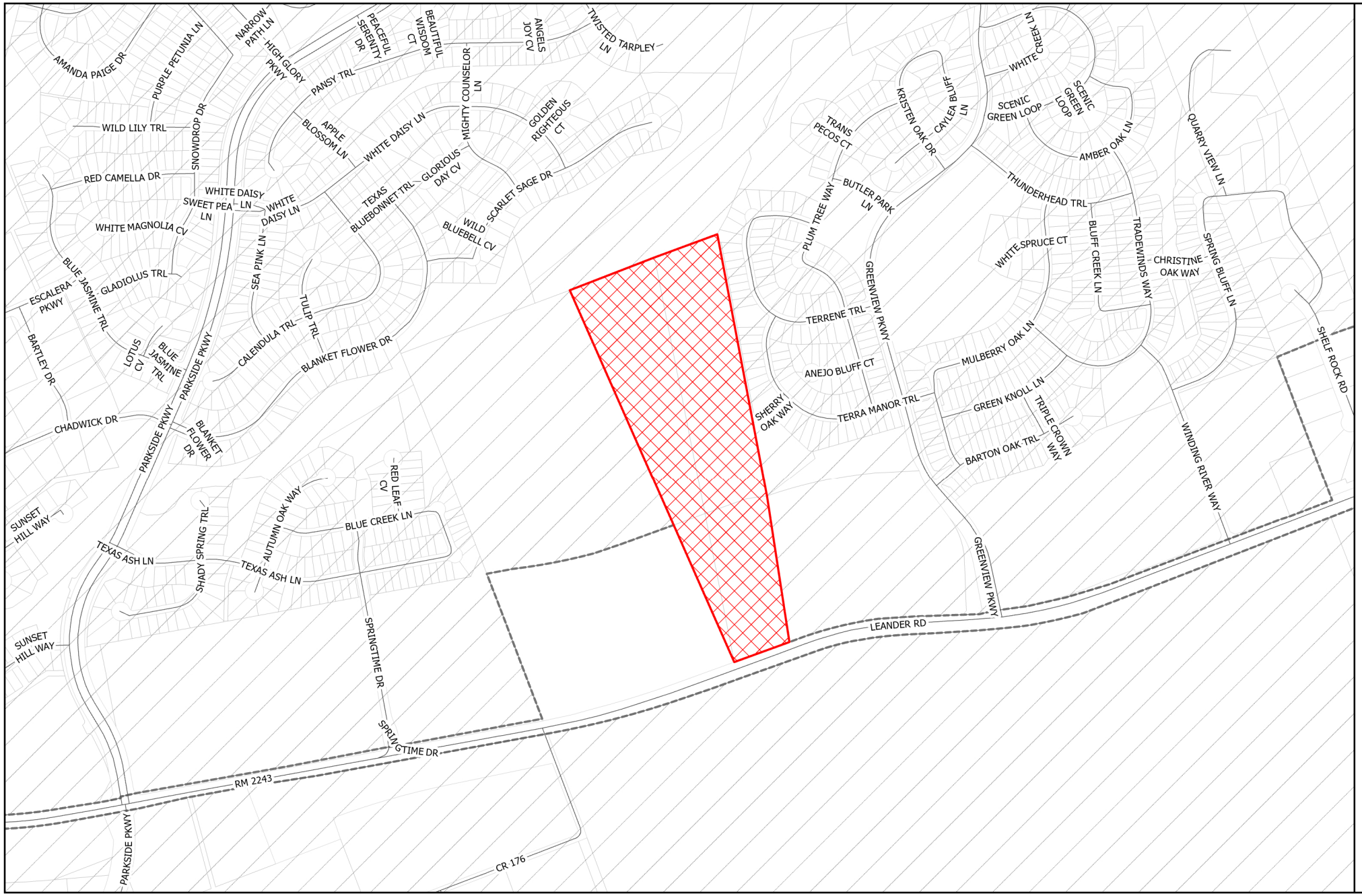

LEGEND
WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT No. 25
PARKSIDE ON THE RIVER MUNICIPAL UTILITY DISTRICT No. 1
PARKSIDE ON THE RIVER MUNICIPAL UTILITY DISTRICT No. 2
PARKSIDE ON THE RIVER MUNICIPAL UTILITY DISTRICT No. 3
PARKSIDE ON THE RIVER BOUNDARY
WATER OAK DEVELOPMENT
WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT No. 25
PARKSIDE ON THE RIVER DEVELOPMENT
PARKSIDE PARKWAY
PARKSIDE ON THE RIVER DEVELOPMENT
PARKSIDE ON THE RIVER MUNICIPAL UTILITY DISTRICT No. 3
PARKSIDE ON THE RIVER DEVELOPMENT
PARKSIDE ON THE RIVER MUNICIPAL UTILITY DISTRICT No. 2
Subject property
POR MUD No. 1
PARKSIDE ON THE RIVER DEVELOPMENT
ESCALERA RANCH
PARKSIDE PARKWAY
WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT No. 25
PARKSIDE ON THE RIVER DEVELOPMENT
PARKSIDE ON THE RIVER MUNICIPAL UTILITY DISTRICT No. 1
FM 2243
DUFNER TRACT DEVELOPMENT
PARKSIDE ON THE RIVER MUNICIPAL UTILITY DISTRICT No. 1 FUTURE ANNEXATION
PARKSIDE PENINSULA

UDC 3.25.030 – Annexation Approval Criteria

Criteria	Staff Analysis
A. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	**COMPLIES** The applicant has submitted a petition to disannex, and the city has approved the resolution to amend the Consent Agreement to allow incorporation into POR MUD No. 1.
B. The annexation promotes the health, safety or general welfare of the City and the safe, orderly, and healthful development of the City.	**COMPLIES** The property will be incorporated into POR MUD No. 1 ensuring adequate utilities to service any future development.
C. Consistency with the City's adopted long range plans and annexation policies.	**COMPLIES** The request is consistent with the 2030 Comprehensive Plan, Land Use Policy 12. Incorporation into MUD No. 1 will ensure public infrastructure is available to service any future development.

Summary

Second Reading of an Ordinance for the Disannexation of approximately 40.2 acres in the Joseph Thompson Survey, Abstract No. 608, but excluding portions of right-of-way on RM 2243 (Leander Road), currently in the City Limits. (2026-3-ANX).
Jeff Fisher, AICP, Assistant Planning Director.



GEORGETOWN TEXAS
more than welcome

Location

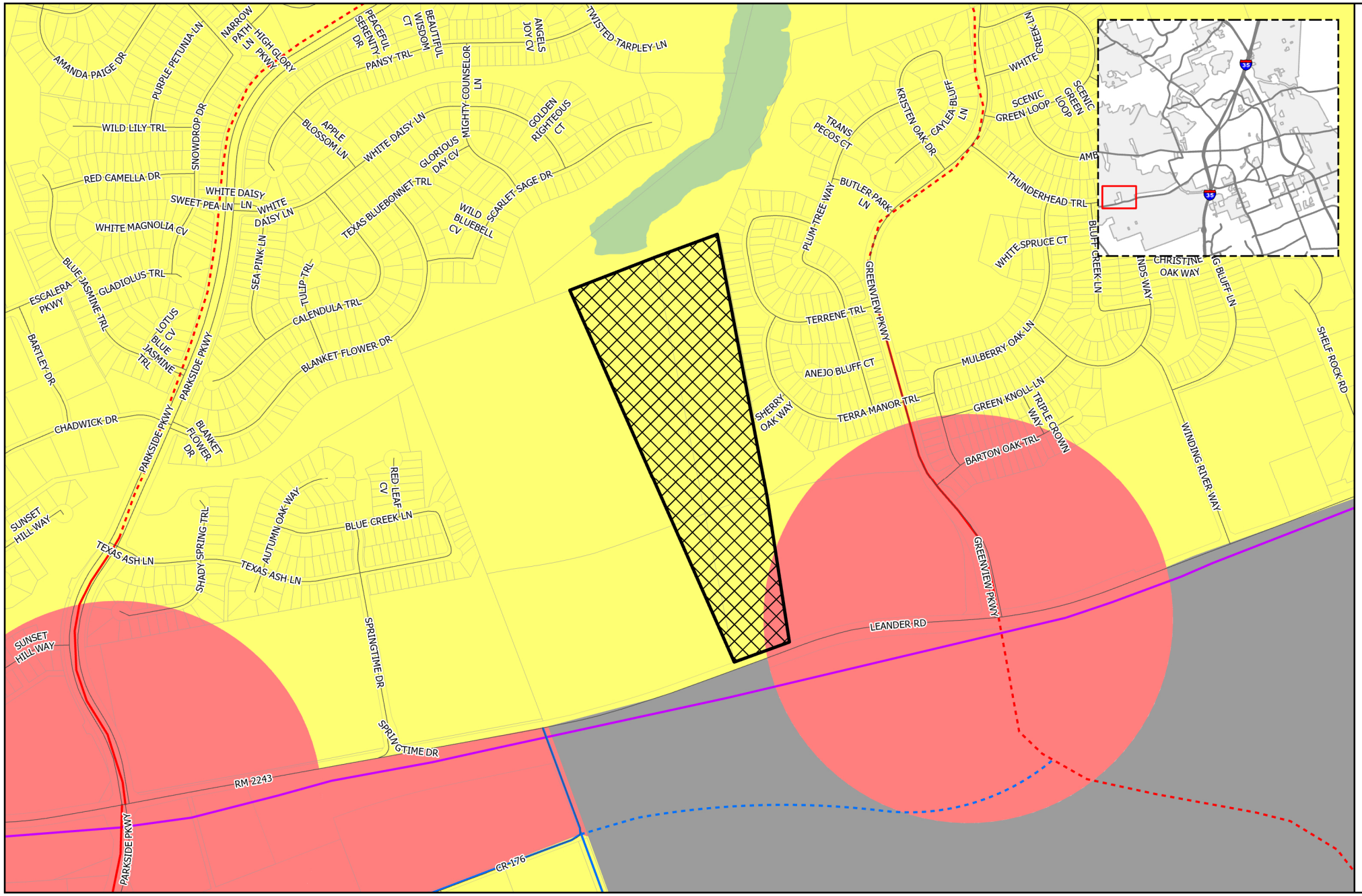
2026-3-ANX

Exhibit #1

- Site
- Parcels
- City Limits
- Georgetown ETJ

N

0 0.13 0.25 Miles



GEORGETOWN TEXAS
more than welcome

Future Land Use/ Future Mobility Plan

2026-3-ANX
Exhibit #3

Site

Thoroughfare

CLASS

- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail
- Parcels

Future Land Use

FLU

- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area
- City Limits
- Georgetown ETJ

0 500 1,000 Feet

N



GEORGETOWN TEXAS
more than welcome

Zoning

2026-3-ANX

Exhibit #3



GEORGETOWN TEXAS
more than welcome

Aerial

2026-3-ANX

- Site
- City Limits
- Georgetown ETJ

N

0 0.13 0.25 Miles

Property Owner's Consent Form

Property Owner's Consent is required for each Development Application. A completed and signed copy of this form is required to be included with every application packet. For property with more than one owner, each owner must sign a copy of this form. In the event that the owner of property is an organization/entity, proof of signature authority on behalf of the organization/entity must be attached to this form.

Authorization by Property Owner(s)

I, Blake Magee, President - HM Parkside, LP, swear and affirm that I am
(property owner's printed legal name; include signatory name and title if signing for a company)

the owner of property at 40.2 AC, RM 2243, Georgetown, TX
WCAD R473565, R324744, R473566, R472554, as shown in the records
(property address or legal description)

of Williamson County, Texas, which is the subject of this Application. I further affirm that I am fully aware of the City's application, fee(s) and procedural requirements, and consent to this Application.

I authorize HR Green Development TX, LLC to submit this application and serve
(applicant's printed name if different from property owner)

as my representative for this request.

Property Owner's Signature: Blake J. Magee Date: 1/21/2026
(property owner's signature)

HM Parkside, LP
P.O. Box 5397
Austin, Texas 78763-5397

February 3, 2026

City of Georgetown, Texas
800 Martin Luther King Jr. St.
Georgetown, Texas 78626
Attn: Cresta Lyons

Re: Disannexation Request under Third Amendment to Second Amended and Restated Consent Agreement (the "**3rd Amendment**") among the City of Georgetown, Texas ("**City**"), HM Parkside, LP, a Texas limited partnership ("*HM Parkside*"), HM Parkside Development, Inc., a Texas corporation affiliated with HM Parkside, HM GPII, LP, a Texas limited partnership affiliated with HM Parkside, HM 2243 Development, Inc., a Texas corporation affiliated with HM Parkside, HM GPII Development, Inc., a Texas corporation, Williamson County Municipal Utility District No. 25, Parkside on the River Municipal Utility District No. 1 ("*POR MUD No. 1*"), Parkside on the River Municipal Utility District No. 2, and Parkside on the River Municipal Utility District No. 3

Dear Cresta:

In accordance with the provisions of Section 1.02 of the 3rd Amendment, HM Parkside requests the City disannex the Dufner Tract (a 40.2 acre tract more particularly defined and described in the 3rd Amendment) from the corporate boundaries of the City pursuant to Section 1.06 of the City Charter. HM Parkside further confirms its agreement with the provisions of Sections 1.03 and 1.04 of the 3rd Amendment. The Dufner Tract currently is unimproved and under an agricultural tax valuation.

Promptly following such disannexation, POR MUD No. 1 will annex the Dufner Tract within its boundaries.

Thank you for your assistance in this matter.

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 3 day of February, 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*)

CORINA R. HINOJOS
Notary Public, State of Texas
Comm. Expires 09-28-2028
Notary ID 2279126

Notary Public State of Texas

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, PROVIDING FOR THE DISANNEXATION FROM THE CORPORATE LIMITS OF THE CITY OF CERTAIN TERRITORY CONSISTING OF 40.2 ACRES, MORE OR LESS, IN THE JOSEPH THOMPSON SURVEY ABSTRACT NO. 608, BUT EXCLUDING PORTIONS OF RIGHT-OF-WAY ON RM 2243 (aka LEANDER ROAD), PURSUANT TO THE "THIRD AMENDMENT TO THE SECOND AMENDED AND RESTATED CONSENT AGREEMENT" PERTAINING TO THE PARKSIDE ON THE RIVER SUBDIVISION; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on February 10, 2026, the City Council passed and approved Resolution No. 021026-5.K approving that certain "*Third Amendment to Second Amended and Restated Consent Agreement*," by and between the City of Georgetown ("City") and HM Parkside, L.P., a Texas limited partnership ("Owner"), et al. (the "Third CA Amendment") pertaining to the Parkside on the River Subdivision, a subdivision in the City's extraterritorial jurisdiction the development of which is subject to Development Agreements and Consent Agreements between the owners and developers of the subdivision and the City; and

WHEREAS, after disannexation from the City limits, the Third CA Amendment authorizes annexation into the boundaries of Parkside on the River Municipal Utility District No. 1 ("POR MUD No. 1") of 40.2 acres of land situated in the Joseph Thompson Survey, Abstract No. 608, being the same land defined in the Third CA Amendment as the "Dufner Tract," and described by meets and bounds in that certain Special Warranty Deed from Elizabeth Reagan f/k/a Elizabeth Ann Dufner as Grantor, and Owner as Grantee, recorded in the Official Public Records of Williamson County, Texas as Document No. 2026003622 (the "Property"), described on the attached **Exhibit A** and **Exhibit B**; and

WHEREAS, pursuant to Article I of the Third CA Amendment and City Charter Sec. 1.06, Owner submitted a written request to the City for disannexation of the Property from the corporate limits of the City so that the Property can be annexed into the boundaries of POR MUD No. 1 and become subject to the Development Agreement (as amended) and Consent Agreement (as amended) governing the Parkside on the River Subdivision; and

WHEREAS, the Property was originally annexed into the City limits by Ordinances Nos. 2005-101 (in part) and 2023-65 (in part); and

WHEREAS, all prerequisites of state law and the City Charter have been complied with.

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 of the City of Georgetown hereby disannexes and removes from the City limits 40.2 acres of land situated in the Joseph Thompson Survey, Abstract No. 608, being the same land defined in the Third CA Amendment as the "Dufner Tract," and described by meets and bounds in that certain Special Warranty Deed from Elizabeth Reagan f/k/a Elizabeth Ann Dufner as Grantor, and Owner as Grantee, recorded in the Official Public Records of Williamson County, Texas as Document No. 2026003622 (the "Property"), described on the attached **Exhibit A** and **Exhibit B.** .

Section 4. The Property's zoning classifications of Agriculture (AG) and Residential Single-Family (RS) will no longer be in effect.

Section 5. The City's Official Boundary Map, Zoning Map, and City Council Districts Map will be amended to remove the Property.

Section 6. Upon disannexation of the Property, the City shall have no obligation to provide services to the Property, except as otherwise provided in any existing Development Agreements pertaining to the Property.

Section 7. No right-of-way is disannexed by this ordinance.

Section 8. 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 9. 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 10. 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 in accordance with the provisions of the City Charter of the City of Georgetown.

EXHIBIT LIST:

Exhibit A Property Description (Metes and Bounds)
Exhibit B Property Description (Surveyor's Sketch)

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
(Dufner Tract - Metes and Bounds)
(attached)

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

EXHIBIT "A"

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;

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.
-A Land Survey Firm-
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600 www.texas-ls.com
TBPLS FIRM No. 10056200

EXHIBIT B
(Dufner Tract - Surveyor's Sketch)
(attached)

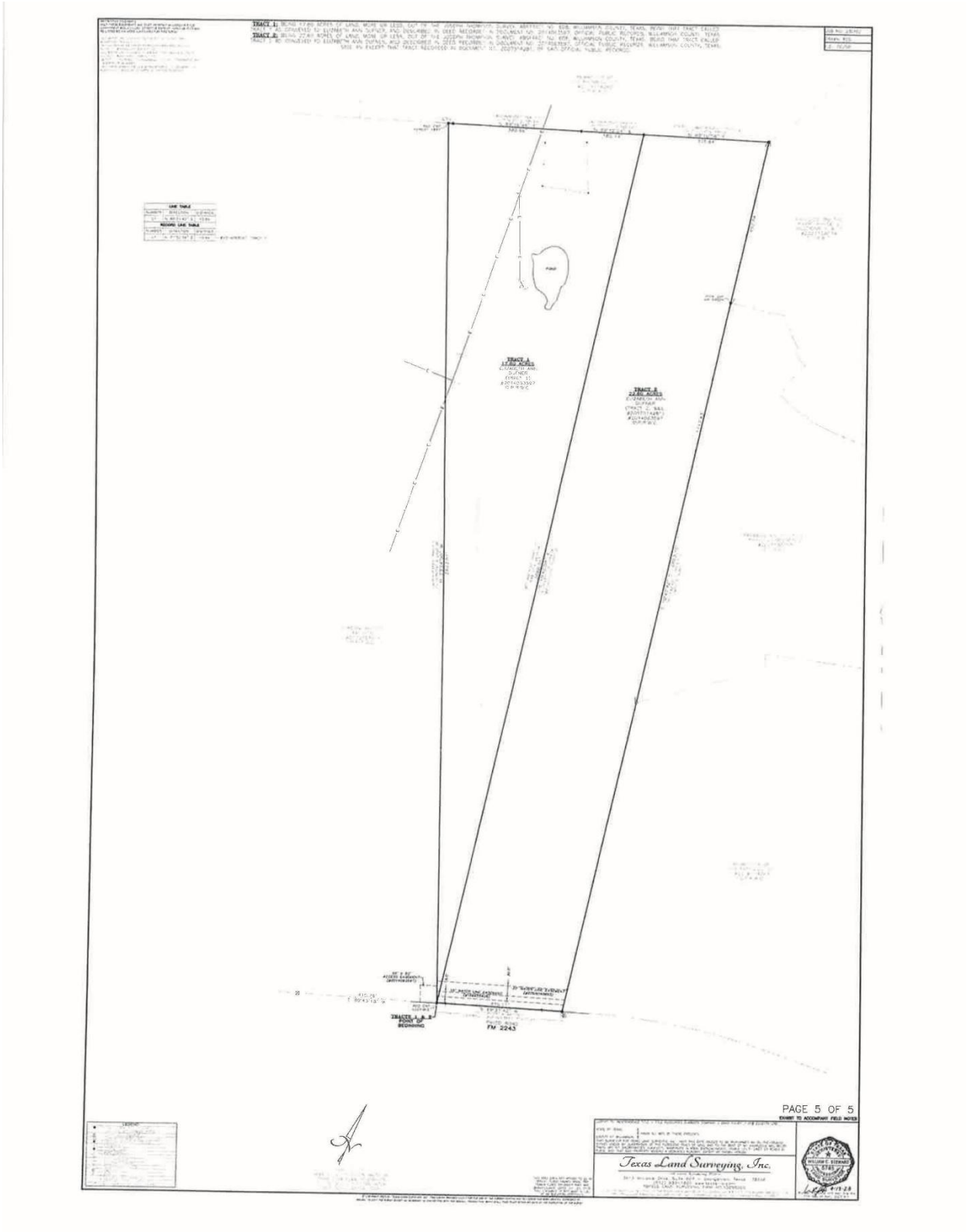


Exhibit B

Ordinance Number:

Description: Disannexation of "Dufner Tract" (per Third CA Amendment Parkside on the River)

Date Approved:

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
First Reading - 2025-4-ANX - 2200 Shell Road and Shell Spur, 28.93 Acres

SUGGESTED ACTION:
Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, approximately 28.93 acres in the Robert Williams Survey, Abstract 524, as the Planned Unit Development (PUD) zoning district, with portions of Right-Of-Way for Shell Road and Shell Spur, for the property 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.

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 complies with two, partially complies with two, and does not comply with one of the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, and complies with one, partially complies with one, and does not comply with four of the criteria and objectives established in UDC Section 3.06.040 for a Planned Unit Development (PUD), 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 (14 notices mailed), a legal notice advertising the public hearing was placed in the Sun Newspaper (Sunday, January 18, 2026) and signs were posted on-site. As of the publication date of this report, staff has received 0 written comments in favor and 4 in opposition of the request.

Planning and Zoning Commission Recommendation:

At their February 3, 2026 meeting, the Planning and Zoning Commission recommended disapproval (7-0) of the request.

FINANCIAL IMPACT:

None. The applicant has paid the required application fees.

SUBMITTED BY:
Haley Webre, Planning Department

ATTACHMENTS:
P&Z Staff Report.pdf
2025-4-ANX - Staff Presentation.pdf
Exhibit 1 - Location Map.pdf
Exhibit 2 - Zoning Map.pdf
Exhibit 3 - Future Land Use Map.pdf
Exhibit 4 - PUD Development Plan.pdf
Exhibit 5 - Letter of Intent.pdf
Exhibit 6 - Returned Letters.pdf
2025-4-ANX Ordinance with Exhibits.pdf

Planning and Zoning Commission
Planning Department Staff Report

Report Date:	March 16, 2026
Case No:	2025-4-ANX and 2025-12-ANX
Project Planner:	Ryan Clark, AICP, Planning Manager

Item Details

Project Name:	Shell Spur Tract PUD and Annexation
Project Location:	Generally located at the southwestern corner of the intersection of Shell Spur and Shell Road, within City Council district No. 5.
Total Acreage:	28.93 acres (2025-4-ANX) & 14.20 acres (2025-12-ANX)
Legal Description:	**(2025-4-ANX)** A 28.93 acres tract of land, lying within the William Roberts Survey, Abstract 524, Williamson County, Texas, and being a portion of a called 43.13 acre tract of land described in Document No. 2021191971 in the Official Public Records of Williamson County, Texas. (2025-4-ANX) **(2025-12-ANX)** A 14.20 acres tract of land, lying within the William Roberts Survey, Abstract 524, Williamson County, Texas, and being a portion of a called 43.13 acre tract of land described in Document No. 2021191971 in the Official Public Records of Williamson County, Texas. (2025-12-ANX)
Applicant:	H.D. Brown Consulting, c/o Amanda Brown
Property Owner:	Nova 368, LLC, c/o Vinod Nagi
Request:	Zoning Map Amendment to zone, upon annexation, the subject property as a **Planned Unit Development (PUD)**, with base zoning districts of **Low-Density Multifamily (MF-1), High Density Multifamily (MF-2), and General Commercial (C-3)**. This request consists of two separate applications filed under 2025-4-ANX and 2025-12-ANX. Both applications have been reviewed by staff in a unified analysis due to the same PUD requirements for both applications where MF-1 district is proposed. The applicant has split the application so that they may potentially withdraw the 14.20 acre western portion if sold to the adjacent Grace Bible Church.
Case History:	This is the second public hearing of this request. This request was previously heard at the Planning and Zoning Commission on August 19, 2025. The Commission recommended denial of the request, 7-0. On February 3, 2026, the Planning and Zoning Commission reviewed the revised proposal and recommended denial of the request again, 7-0.

Overview of Applicant's Request

The applicant is seeking to annex the subject property into the City Limits with base zoning districts of Low Density Multifamily (MF-1), High Density Multifamily (MF-2), and General Commercial (C-3). The applicant's letter of intent states that the intent of the development is to provide a horizontally integrated, mixed-use community with a mix of low- and high-density residential products in addition to C-3 zoned commercial space. The 14.20 acres of land that encompasses application 2025-12-ANX is only seeking the MF-1 district and has identical standards to the MF-1 requested as part of 2025-4-ANX.

The application will also require the annexation of adjacent right-of-way (ROW). It will include the lengths of Shell Road and Shell Spur adjacent to the subject properties as well as the intersection for Shell Road and Shell Spur. If the annexation is approved, the development of the site will include the construction of traffic signals at the intersection.

Site Information

Location:
The subject properties are located at the southwest corner of the intersection of Shell Road and Shell Spur in northwest Georgetown. The subject property borders the Logan Ranch neighborhood to the south and a newly proposed residential neighborhood to the west. Grace Bible Church sits north of the subject site along Shell Road.

Physical and Natural Features:
The subject property can be described as a mostly flat, undeveloped tract. The property is scattered with trees, with the densest canopy located on the southwestern portion of the site. There is a private road and a single family home adjacent to the Grace Bible Church site.

Future Land Use and Zoning Designations:
The subject properties consist of two future land use categories. Near the intersection of Shell Road and Shell Spur, the property is designated as Community Center. The remainder of the property has a Mixed-Density Neighborhood Future Land Use Designation. The property does not have a current zoning district as it lies within the City's extraterritorial jurisdiction (ETJ).

Surrounding Properties:
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	RS/Unentitled	Community Center/Mixed Density Neighborhood	Residential Estate/Undeveloped
East	Unentitled	Community Center/Neighborhood	Indoor Gymnasium, Business Center, General Retail
South	Unentitled	Neighborhood	Large Lot Residential
West	Residential Single Family	Mixed Density Neighborhood	Grace Bible Church/Residential Single Family



Property History:
This is the third development application for this property. Previously, the subject property requested annexation with initial zoning of MF-1 and C-1 in 2022. The request was withdrawn before Council action. In 2023, another annexation request was made with an initial zoning of PUD (MF-1, C-1). This request was also withdrawn. After the second annexation request was withdrawn, the property owners voluntarily disannexed the property from the City's ETJ. In addition to pursuing annexation again, the property owners have applied for a Texas Land Application Permit (TLAP) permit with the Texas Commission on Environmental Quality (TCEQ). If not annexed, a TLAP permit would provide a wastewater solution for the property without using the City's wastewater infrastructure.

Comprehensive Plan Guidance

Community Center (CC)

Community Centers (CC) are typically configured as "nodes" of smaller scale at the intersection of arterial roads and other major thoroughfares. These developments provide local retail, professional office, and service-oriented businesses that serve the residents of Georgetown. While typically auto-oriented, pedestrian connections to the surrounding neighborhoods are provided. Well integrated residential developments, which encourage the interaction of residents and businesses, are appropriate and vertical mixed use encouraged. To promote the interaction of integrated and adjacent residential development, these areas emphasize quality building and site design, such as enhanced architectural features, landscaping, and prominent pedestrian facilities.

DUA: 14 or more

Target Ratio: 80% nonresidential, 20% residential

Primary Use: Small to mid-size retailers

Secondary Uses: Medium and high density residential, local restaurants, specialty retailers, professional office, and civic uses

Mixed-Density Neighborhood (MDN)

This category includes a blend of single-family and medium-density housing types. Medium density housing options are consistent with and complementary to the traditional single-family neighborhood with emphasis on connectivity and access to neighborhood amenities including schools and parks. Development standards for medium density housing and any nonresidential uses are in place to ensure compatibility through increased setbacks for taller buildings, architectural designs that are consistent with the neighborhood, location of more intense uses and development nearer to the edge of developments, and enhanced landscaping. Additionally, any non-residential uses are located primarily at arterials and other major roadway intersections and include appropriate buffering and pedestrian orientation to support the surrounding residents.

DUA: 5.1-14.0

Target Ratio: 80% residential, 20% nonresidential

Primary Use: Variety of single-family home types (detached, duplex, townhome)

Secondary Uses: Limited neighborhood-serving retail, office, institutional, and civic uses

Utilities

The subject properties are located within the City's service area for water and are within range to connect to the City's wastewater upon annexation. Additionally, it is located within the Pedernales Electric Cooperative (PEC) service area for electricity. Water and wastewater service is dependent upon the completion of several off-site infrastructure extensions. The applicant has applied for a development agreement with the City for accommodations to assist in the provision of public utilities.

Transportation

The subject properties are serviced by Shell Road, which is identified in the Future Mobility Plan as a major arterial. Arterial streets provide circulation 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.

Major arterials connect major traffic generators and land use concentrations and serve much larger traffic volumes over greater distances. A 2021 bond has provided funding to expand Shell Road from Williams Drive, north to Sycamore Street, to a four-lane divided arterial road. There are currently no plans for road improvements north of Sycamore heading toward SH 195.

The western subject properties portion of the 2025-4-ANX application also have frontage along Shell Spur, which is classified in the Overall Transportation Plan as a Collector. These streets are intended to balance traffic between arterial streets and local streets. These streets tend to carry a high volume of traffic over shorter distances, providing access and movement between neighborhoods, parks, schools, retail areas and the arterial street system.

Proposed Zoning district

The Planned Unit Development (PUD) Development Plan proposes the following modifications to the base zoning districts:

General Commercial (C-3) base zoning district (For 2025-4-ANX only):
The General Commercial (C-3) zoning district is intended to provide a location for general commercial and retail activities that serve the entire community and its visitors. Uses may be large in scale and generate substantial traffic, making the C-3 District only appropriate along freeways and major arterials.

In addition to the development standards of C-3, the PUD makes the following modifications:

Standard	UDC	PUD
Use	-	The PUD prohibits a number of uses on both commercial lots as seen on pg. 2 & 3 of the Development Plan.
Fuel Sales	Fuel Sales requires an SUP in the C-3 zoning district.	Fuel Sales to be allowed by right limitations seen on pg. 4) on tract 5 of the PUD.

Low Density Multifamily (MF-1) base zoning district (Applicable to both 2025-4-ANX and 2025-12-ANX):
The **Low Density Multi-Family (MF-1)** zoning district is intended for attached and detached multi-family residential development, such as apartments, condominiums, triplexes, and fourplexes, at a density not to exceed 14 dwelling units per acre (DUA). The MF-1 District may be appropriate in the Moderate Density Residential area based on location, surrounding uses, and infrastructure impacts. Properties zoned MF-1 should have convenient access to major thoroughfares and arterial streets and should not route traffic through lower density residential areas. The MF-1 District is appropriate adjacent to both residential and non-residential districts and may serve as a transition between single-family districts and more intense multi-family or commercial districts.

In addition to the development standards of MF-1, the PUD makes the following modifications:

Standard	UDC	PUD
Impervious Cover	50%	60%
Building Height	35 feet	125' transition setback shall be established adjacent to SF lots on southern property line of tract 2 and western boundary of tract 1. Limited to two stories in height within this zone.
Multi-Family Unit Regulations	-	- A condominium plat is required to be recorded prior to receiving a Certificate of Occupancy. - No vertically stacked units - Finished floor elevation no more than seven feet above natural grade. - Increased setback for outdoor amenities to southern property line

High Density Multi-Family (MF-2) base zoning district (Applicable only to 2025-4-ANX):
The High Density Multi-Family (MF-2) zoning district is intended for attached multifamily residential developments, such as apartments and condominiums, at a density not to exceed 24 dwelling units per acre. The MF-2 District is appropriate in areas designated on the Future Land Use Plan as high density residential or one of the mixed-use categories. Properties zoned MF-2 should have direct access to major thoroughfares and arterial streets and should not route traffic through lower density residential areas. The MF District is appropriate adjacent to both residential and non-residential districts and may serve as a transition between single-family districts and more intense commercial districts.

In addition to the development standards of MF-2 the PUD makes the following modifications:

Standard	UDC	PUD
Impervious Cover	50%	60% (In the event tract 3 is developed with Multi-family, detached.)
Architectural Standards	UDC 6.02.080 and 090 – Minimum Building Separation of ten feet	Buildings shall be a minimum of six feet apart if compliant with Fire Code.

In addition to the modifications listed above, the PUD makes the following modifications applicable to the whole development (For both 2025-4-ANX and 2025-12-ANX):

Standard	UDC	PUD
Subdivision and Street Design	12.05.10, 12.05.20, 12.05.30 (standards pertaining to street network connections, street and block standards, and inter-parcel connectivity	12.05.10, 12.05.20, and 12.05.30 shall not apply to this project. Instead: i. A private drive, extending from Shell Road to Tract 1, shall be provided and constructed to Neighborhood Collector standards as defined in the UDC. ii. Two right-turn lanes shall be provided, one at an entrance from Shell Road, and one at an entrance from Shell Spur. iii. The extension of Falling Leaf Lane is not required; however, a connection may be made with a private access road or a public road extension.
Tract 4- Fuel Sales Use	UDC Section 5.04 - Fuel Sales requires an SUP, which may impose additional site restrictions to ensure compatibility	-Tract 4 may be developed with one Fuel Sales Use by right -Increased setback -Enhanced buffer landscaping with trees - setbacks for underground storage tank -limits on lighting -limit to eight fuel pumps - Increased distance of pumps from residentially zoned property -limit on hours of operation

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. The applicant is still in discussion with City Staff for the provision of Utility Services as part of the Development Agreement and includes the potential requirements for the applicant to construct a lighted signal at the Shell Road and Shell Spur intersection.

Approval Criteria

Staff has reviewed the proposed rezoning request and has found that it complies with two and partially complies with three of 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**
This application was reviewed by staff and deemed to be complete.	
2. The zoning change is consistent with the Comprehensive Plan.	**Partially Complies**
The subject property carries two Future Land Use Designations. The portion of the property closest to the intersection of Shell Road and Shell Spur is designated as Community Center, with the remaining portion designated as Mixed-Density Neighborhood. The subject request partially complies with the Comprehensive Plan by providing an opportunity to develop the commercial and medium density uses intended for these areas but lacks the design standards to ensure the built environment reflects the intended vision for each future land use designation. The proposed PUD offers three modified zoning districts: Low-density Multifamily (MF-1), High-Density Multifamily (MF-2), and General Commercial (C-3). Modifications to these zoning districts can be seen on pages five and six of this report and within the development plan. While the density of the MF-1 district aligns with the MDN future land use area, the site design standards within the PUD do not guarantee the overall development is consistent or complimentary to a traditional single-family neighborhood, as intended in the Comprehensive Plan. The multi-family could look similar to a single-family home or townhome but will not be required to provide public streets, public sidewalks internal to the development, or connectivity requirements of standard single-family developments. Further, the Comprehensive Plan calls for vertical mixed use when proposing a residential product in a Community Center. While the uses in both the C-3 and MF-2 zoning district proposed with this PUD can be appropriate, they aren't organized in a vertical mixed-use format as desired by the Comprehensive Plan.	
3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	**Partially Complies**
The request will comply with the UDC for Health and Safety standards and generally be aligned with the standard requirements for multi-family, commercial, and fuel sales. However, the proposed Multi-Family is not aligned with the character of the area or what is recommended by the Comprehensive Plan.	
4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	**Partially Complies**

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
The proposed C-3 zoning district is generally appropriate at the corner of Shell Spur and Shell Road. The PUD proposes that tract 4 (corner lot immediately adjacent to the intersection) would be allowed to develop a fuel sales site by right. Additional standards have been introduced to ensure a proper buffer is maintained between this future fuel sales site and the adjacent residential uses. The proposed Low-Density Multifamily (MF-1) district will allow for significantly denser residential development than what currently exists in the area with a maximum rate of 14 dwelling units per acre compared to the adjacent single-family uses that range from less than one unit per acre for the homesteads in the Logan Ranch Subdivision, to up to five units per acre in the Woodfield Preserve development.	
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 is large enough to support the proposed development. Water and electric infrastructure are accessible to connect to at the time of construction. Wastewater is not currently available at the site, but a 30-inch wastewater line is located approximately half a mile from the subject property, which the developer plans to extend and gain access to. The applicant has indicated that while no formal plans for the extension have been submitted, they have worked out a solution to bring wastewater to the site. There are no other natural or man-made barriers that would impede development on this site.	

In addition to the rezoning criteria above, staff has reviewed the request and determined that the proposed request complies with one, partially complies with two, and does not comply with three of the criteria and objectives established in UDC Section 3.06.040 for a Planned Unit Development (PUD), as outlined below:

PLANNED UNIT DEVELOPMENT (PUD) APPROVAL CRITERIA	
1. A variety of housing types, employment opportunities, or commercial services to achieve a balanced community.	**Partially Complies**
While the proposed PUD does provide three separate land use types, it does not introduce development standards that differentiate the project from standard MF zoning. The provision of General Commercial zoning along Shell Road has the potential to increase the variety of commercial uses seen in the area.	
2. An orderly and creative arrangement of all land uses with respect to each other and to the entire community.	**Partially Complies**
The proposed PUD orders its zoning districts in a logical fashion. The commercial is placed at the intersection of Shell Road and Shell Spur with the High-Density and Low-Density multifamily placed behind it to create some transition into adjacent residential areas. The PUD proposes the lower density development adjacent to the existing homes to the south of the property to serve as a buffer between the homes and the commercial and higher density developments. Further, no stacked units are being proposed in order to respect the surrounding established neighborhoods.	

PLANNED UNIT DEVELOPMENT (PUD) APPROVAL CRITERIA	
3. A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways, and pedestrian walkways.	**Does Not Comply**
The proposed PUD utilizes default MF zoning districts without additional standards internal to the site that would provide for a transportation network aligned with the standards of the UDC. The PUD does not enhance the transportation standards applicable to Multi-Family and Commercial zoning and will have a lower amount of pedestrian and vehicular facilities than a typical RS neighborhood.	
4. The provisions of cultural or recreational facilities for all segments of the community.	**Does Not Comply**
The proposed PUD does not provide standards that will ensure the provision of cultural or recreational facilities for the community. The multi-family portion of the PUD will provide common area amenities to be utilized by the residents of this PUD, but those will not serve the greater community. Additionally, all internal streets and sidewalks will be private, limiting access by the greater community. The PUD does not provide parkland and will instead pay a fee in lieu, missing an opportunity to provide public parkland for the surrounding community. The PUD does not alter the C-3 zoning district to require common spaces, promenades, outdoor seating, playgrounds, or other enhanced amenities in connection with any future commercial development.	
5. The location of general building envelopes to take maximum advantage of the natural and manmade environment.	**Does Not Comply**
The PUD does not provide sufficient standards with which building envelopes will take advantage of the natural and manmade environment. While the General Commercial (C-3) zoning district is situated appropriately along Shell Road and Shell Spur, its standards are not modified beyond what is required in the UDC to better contextualize buildings within the commercial zone to the area. The PUD has a large group of Heritage and Protected Trees in the southwestern portion of the site. No standards are added to the PUD to ensure that building envelopes will be situated around these trees, nor an enhanced or clear path with which additional trees will be saved beyond the reduced mitigation already proposed within the PUD.	
6. The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.	**Complies**
Staff does not foresee any issues with which development could be inhibited regarding public utilities. The property will be dependent on wastewater to be constructed to the west in the Single-Family development currently being planned for construction.	

Meetings Schedule

February 3, 2026 – Planning and Zoning Commission
March 24, 2026 – City Council First Reading of the Ordinance
MEETING NOT YET SCHEDULED – 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 (14 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (1/18/2026) and signs were posted on-site. As of Tuesday March 17, 2026 at 12 PM, staff has received 0 written comments in favor, and 4 in opposition to the request (Exhibit 6).

Attachments

Exhibit 1 – Location Map
Exhibit 2 – Future Land Use Map
Exhibit 3 – Zoning Map
Exhibit 4 – (Revised) PUD Development Plan
Exhibit 5 – Letter of Intent
Exhibit 6 – Public Comments

Shell Spur Tract PUD
2025-4-ANX

City Council

April 14, 2026

Item Under Consideration

2025-4-ANX

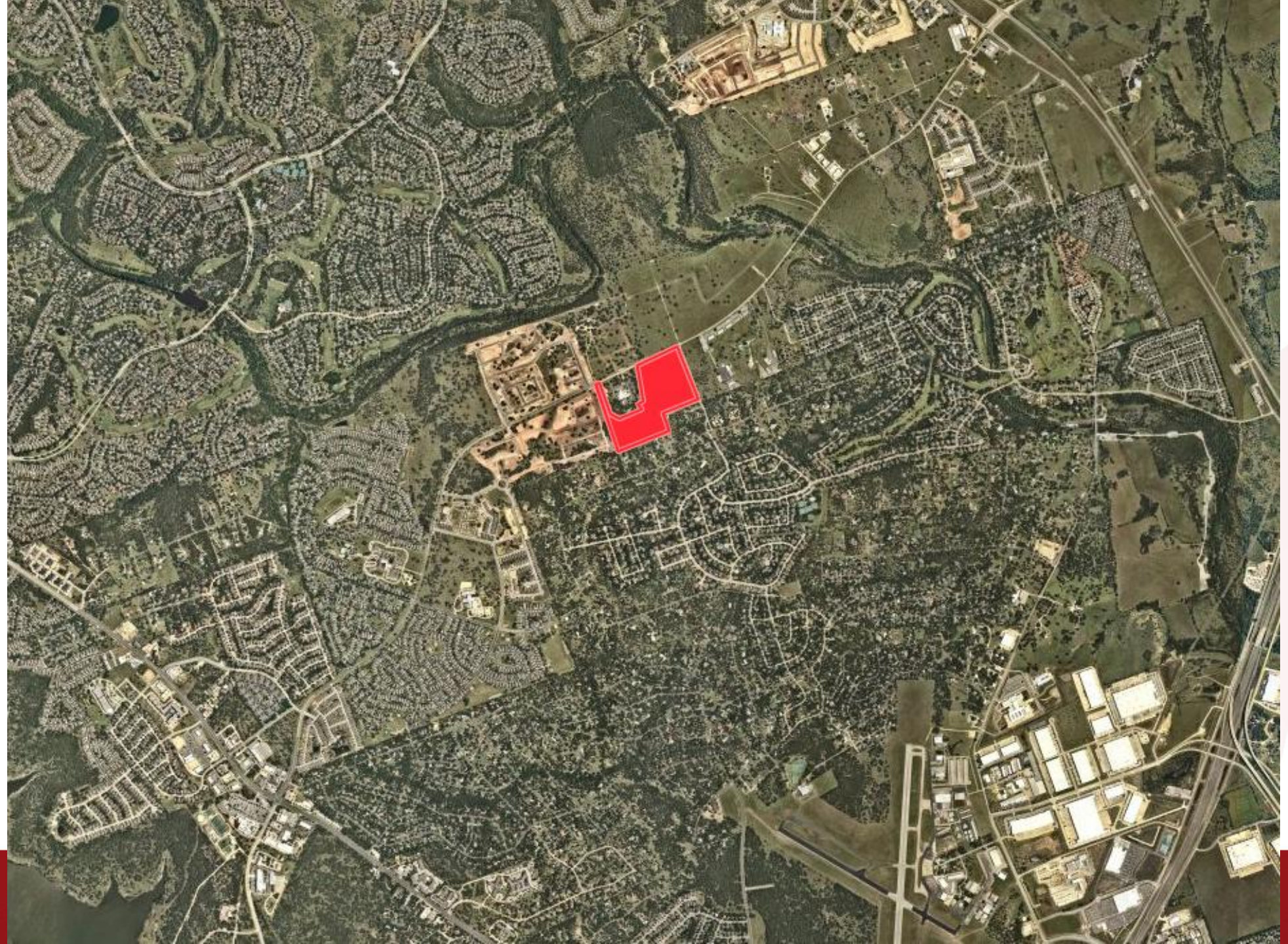
- Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, approximately 28.93 acres in the William Roberts Survey, Abstract 524, as the Planned Unit Development (PUD) Zoning District with base zoning of Low Density and High Density Multi Family (MF-1, MF-2), and General Commercial (C-3), with portions of Right-Of-Way for Shell Road and Shell Spur, generally located at 2200 Shell Road, Georgetown, Texas. Ryan Clark, AICP, Planning Manager

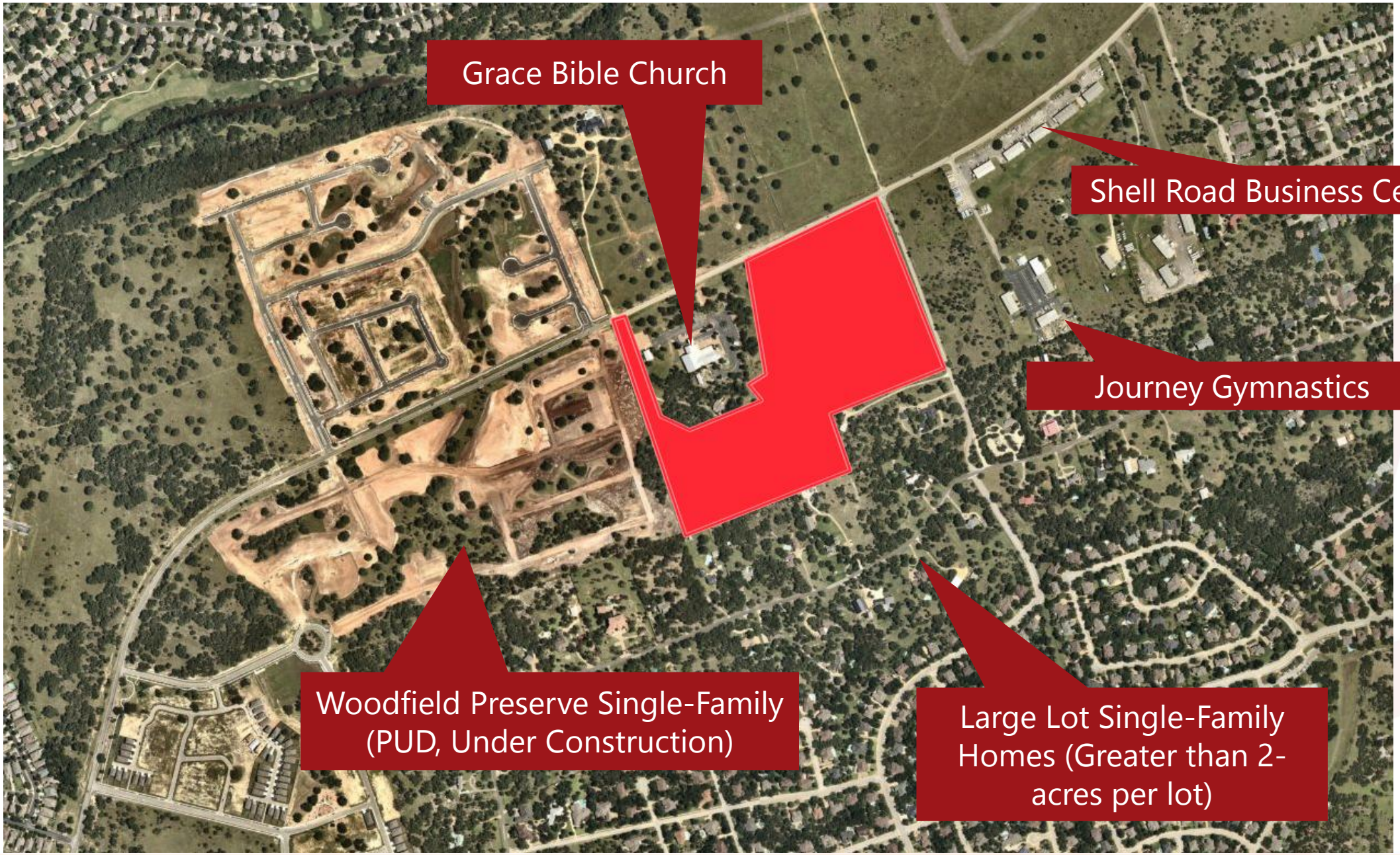
Case History

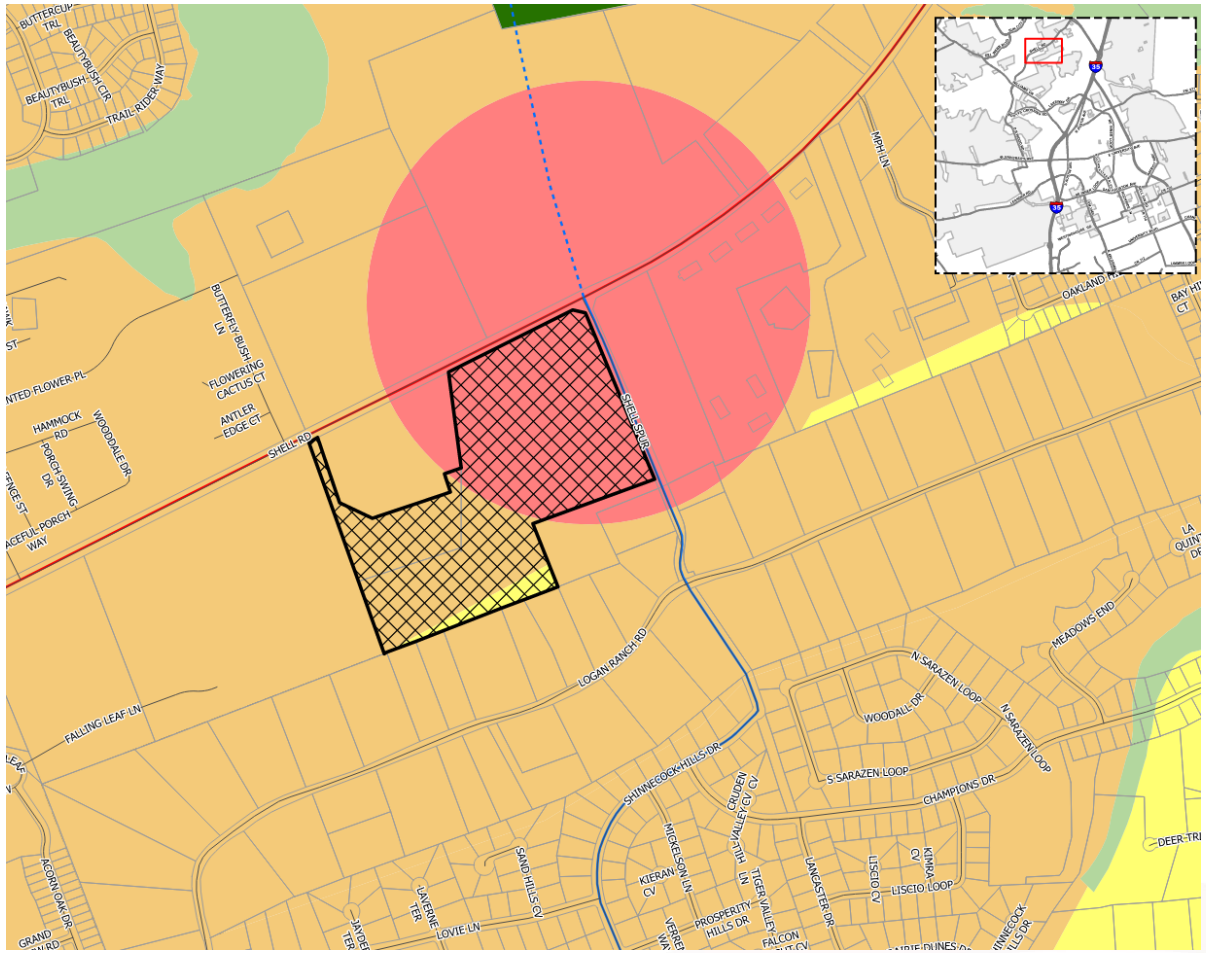
- Original ANX+PUD requested in early 2023
- Scheduled for P&Z on July 18, 2023, but withdrew application before hearing
- Property was withdrawn from ETJ on January 23, 2024
- Property was brought back into ETJ by resolution on April 22, 2025
- The PUD had a Council Workshop discussion at the same April 22 meeting.
- The PUD Received a recommendation of Denial at both the August 19, 2025 and the February 3, 2026 P&Z meetings (7-0, both times).

Council Feedback – Spring 2025

- Provide buffering and transition standards between existing and approved residential developments
- Fuel Sales should be constructed concurrently with neighborhood commercial building
- MF-2 designed consistently with development standards in new UDC (Urban style, pedestrian oriented, mixed-use)
- Parity with standard UDC requirements
- Allowance for new tree credits in new tree preservation ordinance
- Compliance with Transportation Impact Fee Policy
- Prioritize providing improvements to Shell Spur and Shell Road




Grace Bible Church
Shell Road Business Center
Journey Gymnastics
Woodfield Preserve Single-Family (PUD, Under Construction)
Large Lot Single-Family Homes (Greater than 2-acres per lot)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OAKLAND
BAY HILL CT
BUTTERFLY BUSH LN
FLOWERING CACTUS CT
ANTLER EDGE CT
HAMMOCK RD
WOODDALE DR
PORCH SWING DR
SHELL RD
SHELL SPUR
LOGAN RANCH RD
FALLING LEAF LN
MEADOWS END
N SARAZEN LOOP
WOODALL DR
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CHAMPIONS DR
SHINNECOCK HILLS DR
CRUDEN VALLEY CV
MICKELSON LN
KIERAN CV
SAND HILLS CV
LAVERNE TER
LOVIE LN
PROSPERITY HILLS DR
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DEER TRL
ACORN OAK DR
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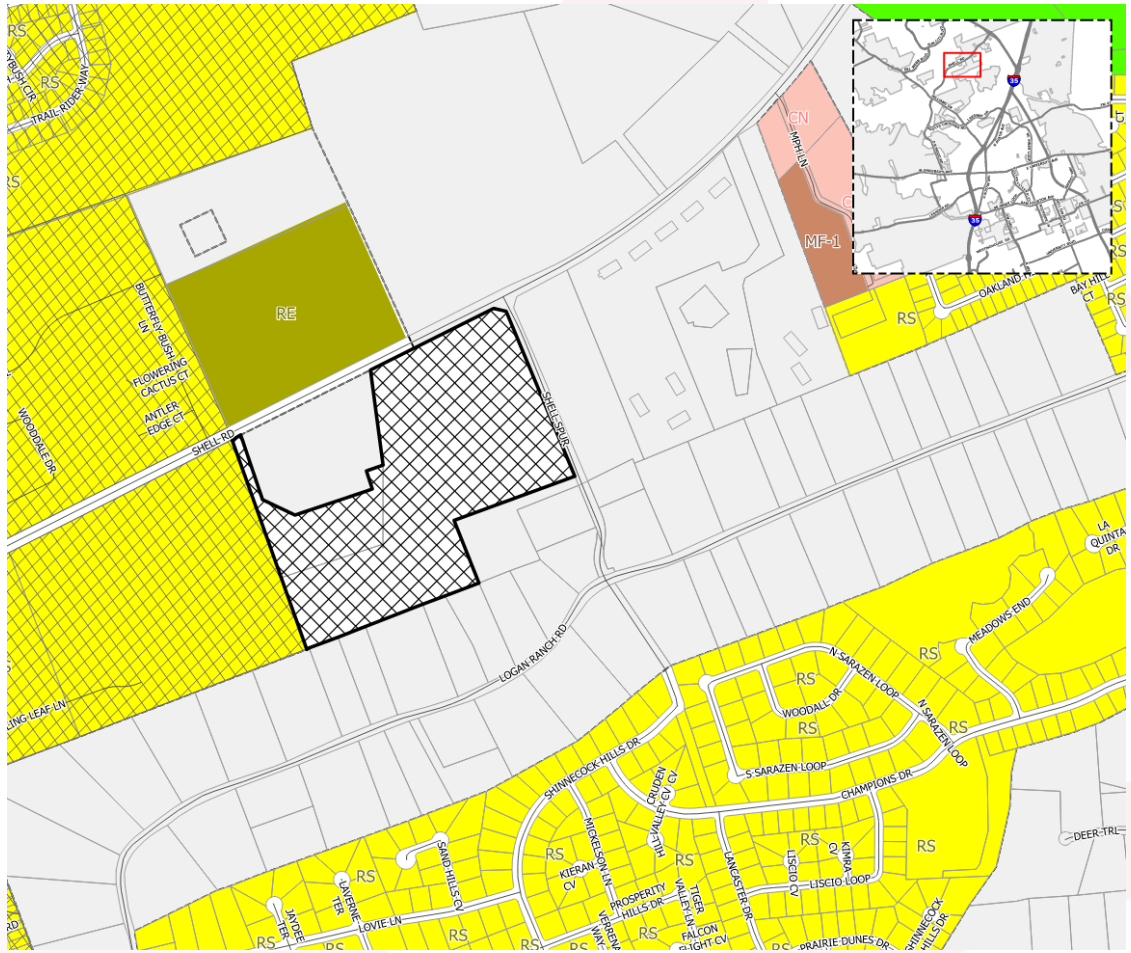
RS
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OAKLAND
BAY HILL CT
BUTTERFLY BUSH LN
FLOWERING CACTUS CT
ANTLER EDGE CT
WOODDALE DR
SHELL RD
SHELL SPUR
LOGAN RANCH RD
LA QUINTA DR
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CHAMPIONS DR
SHINNECOCK HILLS DR
CRUDEN VALLEY CV
MICKELSON LN
KIERAN CV
SAND HILLS CV
LAVERNE TER
LOVIE LN
PROSPERITY HILLS DR
TIGER VALLEY LN
LANCASTER DR
LISCIO CV
KIMRA CV
LISCIO LOOP
DEER TRL
PRAIRIE DUNES DR
SHINNECOCK HILLS DR

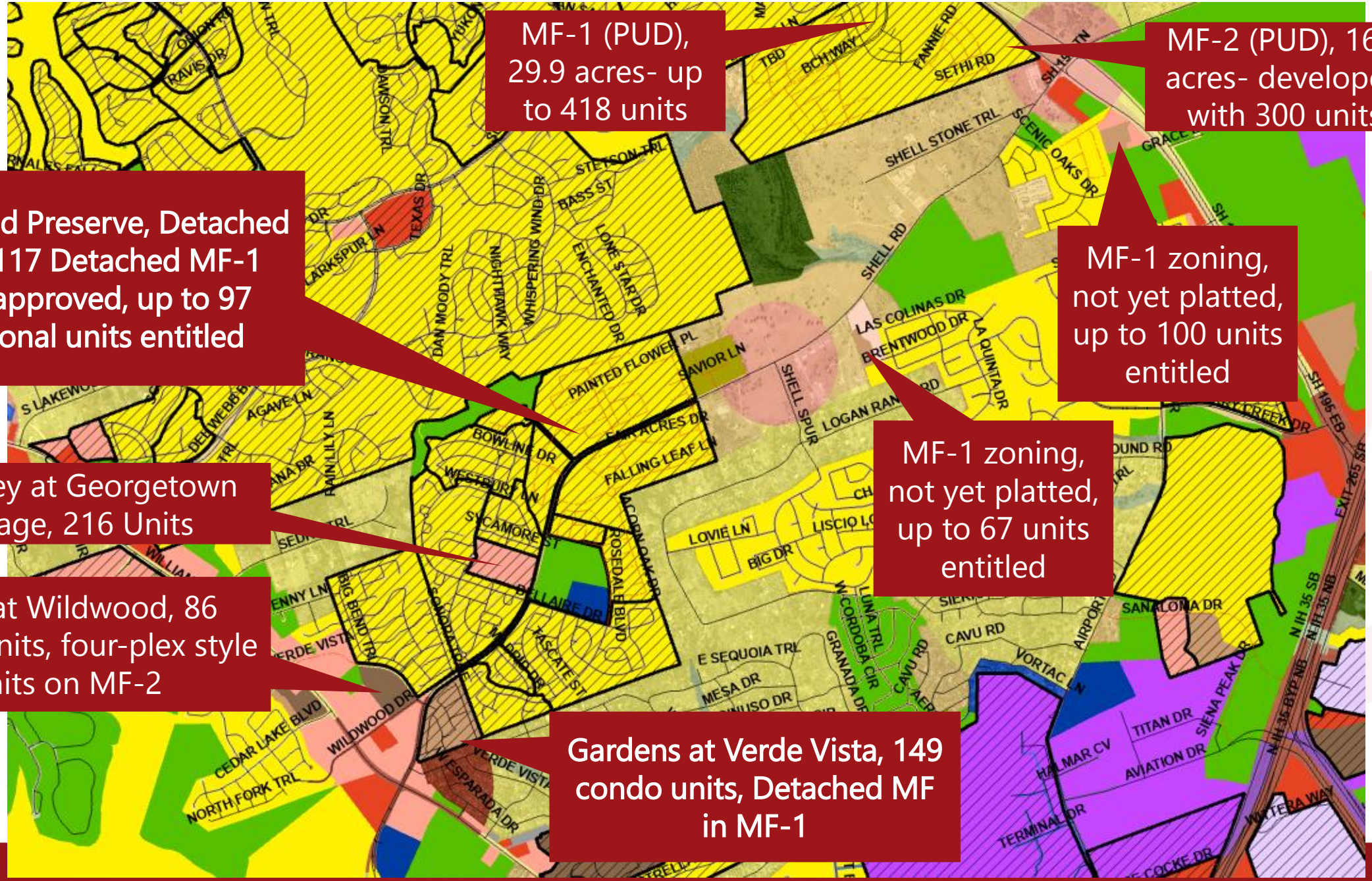
Comprehensive Plan Guidance

Mixed-Density Neighborhood

- **DUA:** 5.0 minimum
- **Target Ratio:**
  - 25% detached residential (5-7 DUA)
  - 45% Moderate density residential (townhomes, duplexes, cottage court)
  - 30% nonresidential
- **Primary Use: Variety of single-family home types (detached, duplex, townhome)**, small lot single-family detached homes
- **Secondary Uses: Limited neighborhood-serving retail and service uses**, office, institutional, civic, parks, and open space

Community Center

- **DUA:** ≥ 14
- **Target Ratio:**
  - 80% nonresidential
  - 20% vertical mixed-use multifamily
- **Primary Uses:** Small to mid-size retailers, restaurant, hair and nail salons, barber shops, pharmacies, and recreation and fitness businesses (privately run gyms, arcades, Pilates, children's indoor play areas)
- **Secondary Uses:** Medium and high density residential, small scale live entertainment in shared green space, specialty retailers, professional office, civic uses, and parks and open space


MF-1 (PUD), 29.9 acres- up to 418 units
MF-2 (PUD), 16.2 acres- developed with 300 units
Woodfield Preserve, Detached MF-1, 117 Detached MF-1 Units approved, up to 97 additional units entitled
MF-1 zoning, not yet platted, up to 100 units entitled
Delaney at Georgetown Village, 216 Units
MF-1 zoning, not yet platted, up to 67 units entitled
Oaks at Wildwood, 86 Condo Units, four-plex style units on MF-2
Gardens at Verde Vista, 149 condo units, Detached MF in MF-1
SHELL STONE TRL
SETHI RD
SCENIC OAKS DR
SHELL RD
LAS COLINAS DR
BRENTWOOD DR
LA QUINTA DR
SHELL SPUR
LOGAN RANCH RD
PAINTED FLOWER PL
SAVIOR LN
FALLING LEAF LN
BOWLINE DR
WESTBURY LN
SYCAMORE ST
LOVIE LN
BIG DR
E SEQUOIA TRL
MESA DR
CAVU RD
VORTAC LN
SANALOMA DR
TITAN DR
AVIATION DR
HALMAR CV
TERMINAL DR
WILDWOOD DR
CEDAR LAKE BLVD
NORTH FORK TRL
VERDE VISTA
W ESPARADA DR
TASCATE ST
BELLAIRE DR
ROSEDALE BLVD
ACORN OAK DR
BIG BEND TRL
LARKSPUR LN
TEXAS DR
DAWSON TRL
STETSON TRL
BASS ST
LONE STAR DR
ENCHANTED DR
WHISPERING WIND DR
NIGHTHAWK WAY
DAN MOODY TRL
AGAVE LN
RAIN LILY LN
TRAVIS DR
SH 195 EB
EXIT 265 SB
N IH 35 SB
N IH 35 NB
N IH 35 BYP NB
SIENA PEAK DR
WITTERA WAY

Planned Unit Development (PUD)

- Special purposed zoning district
- Allows flexibility in planning and design
- Can accommodate unique developments or environmentally-sensitive areas to be developed with a common scheme
- Can accommodate multiple uses


RIGHT TURN LANE
ACCESS EASEMENT, TYP.
163'
474'
430'
472'
432'
68' COLLECTOR ENTRY
3
COMM. (C-3)
3.38 ACRES
4
COMM.(C-3)
2.45 ACRES
395'
30' BUILDING SETBACK, TYP.
RIGHT TURN LANE
15' REQUIRED BUFFERYARD, TYP.
GRACE BIBLE CHURCH
LENNAR HOMES
DRAGONFLY STREET
FAIR ACRES DRIVE
FIREFLY DRIVE
FALLING LEAF LANE
2
MULTI FAMILY(MF-2)
13.16 ACRES
24.0 DU/AC
390'
DRIVEWAY LOCATION APPROVED, BUT NOT REQUIRED PER PUD
15' EASEMENT
TRACT 2
405'
1
MF1
9.85 ACRES
14.0 DU/AC
125' TRANSITION SETBACK (35'/2 STORY LIMIT)
FUTURE SHELL SPUR RIGHT-OF-WAY DEDICATION
15' LANDSCAPE BUFFER ADJACENT TO EXISTING RESIDENTIAL, TYP.
LAND USE SUMMARY
Acres
Max. Density
(MF-1) Mult Family Res. 9.85 acres 14.0 du/ac
(MF-2) Multi Family Res. 13.16 acres 24.0 du/ac
Residential Total: 23.01 acres
Commercial 5.83 acres
Total: 28.84 acres


163'
474'
GRACE BIBLE CHURCH
15' LANDSCAPE BUFFER
125' TRANSITION SETBACK (35'/2 STORY LIMIT)
TRACT 1
LENNAR HOMES
DRAGON FLY STREET
FAIR ACRES DRIVE
FIREFLY DRIVE
BUTTERFLY WAY
FALLING LEAF LANE
1
MF1
14.20 ACRES
14.0 DU/AC
FALLING LEAF LANE TO TERMINATE IN CUL-DE-SAC
LAND USE SUMMARY
Acres
Max. Density
(MF-1) Mult Family Res.
14.20 acres
14.0 du/ac

Fuel Sales

PUD allows for a fuel sales use by right on Tract 4 subject to the following regulations:

- Buffering
  - 6’ high opaque screening wall along the south property line.
  - One shade tree, two evergreen ornamental trees and eight evergreen shrubs every 50 linear feet on the southern property line, except for Driveways and Cross Access

- Setbacks
  - 30’ rear building and canopy setback along southern property line to the MF-2.
  - Underground storage tanks must be setback 150' of a residentially zoned property
  - If a building is placed between the fuel tank and the residential property line the setback is 100’
  - Fuel Canopy must be setback 100’ from a residential property line.

- No more than 8 multi-fuel dispensers shall be permitted. Separate high-floor diesel islands for large vehicles are prohibited.

- The Fuel Sales use shall only operate between the hours of 5 am-12am.

Modifications to MF-1 Standards

Standard	UDC	PUD
Impervious Cover	50%	60%
Building Height	35 feet	125’ transition setback shall be established adjacent to SF lots on southern property line of tract 2 and western boundary of tract 1. Limited to 2 stories in height within this zone.
Building Separation	15’	6’

Modifications to MF-2 Standards

Standard	UDC	PUD
Impervious Cover	50%	60% (In the event tract 3 is developed with Multi-family, detached.)
Architectural Standards	UDC 6.02.090.C.2 – Minimum building separation of 15' required between all buildings.	Building separation reduced to 6' apart.

Approval Criteria – UDC Section 3.06.030

Criteria for Zoning Map Amendment	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	

Approval Criteria – UDC Section 3.06.030

Criteria for Zoning Map Amendment	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		

Approval Criteria – UDC Section 3.06.040

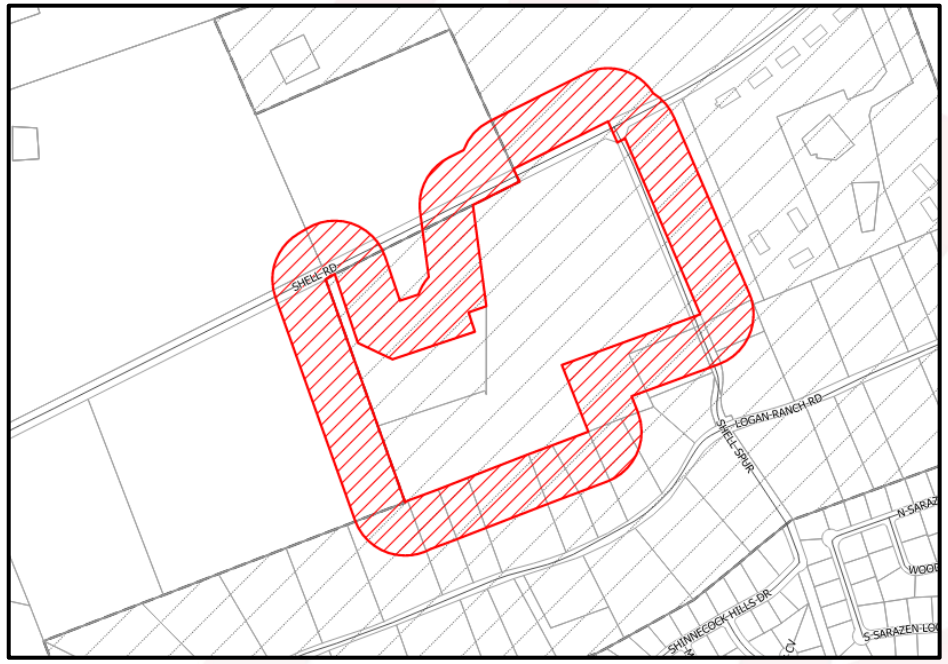
Criteria for PUDs	Complies	Partially Complies	Does Not Comply
A variety of housing types, employment opportunities, or commercial services to achieve a balanced community.		X	
An orderly and creative arrangement of all land uses with respect to each other and to the entire community.		X	
A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways, and pedestrian walkways.			X

Approval Criteria – UDC Section 3.06.040

Criteria for PUDs	Complies	Partially Complies	Does Not Comply
The provisions of cultural or recreational facilities for all segments of the community.			X
The location of general building envelopes to take maximum advantage of the natural and manmade environment.			X
The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.	X		

Public Notifications

- 14 property owners within the 300’ buffer
- Notice in Sun News on January 18, 2026
- Signs posted on the property
- To date, staff has received:
  - 0 written comments IN FAVOR
  - 4 written comments OPPOSED

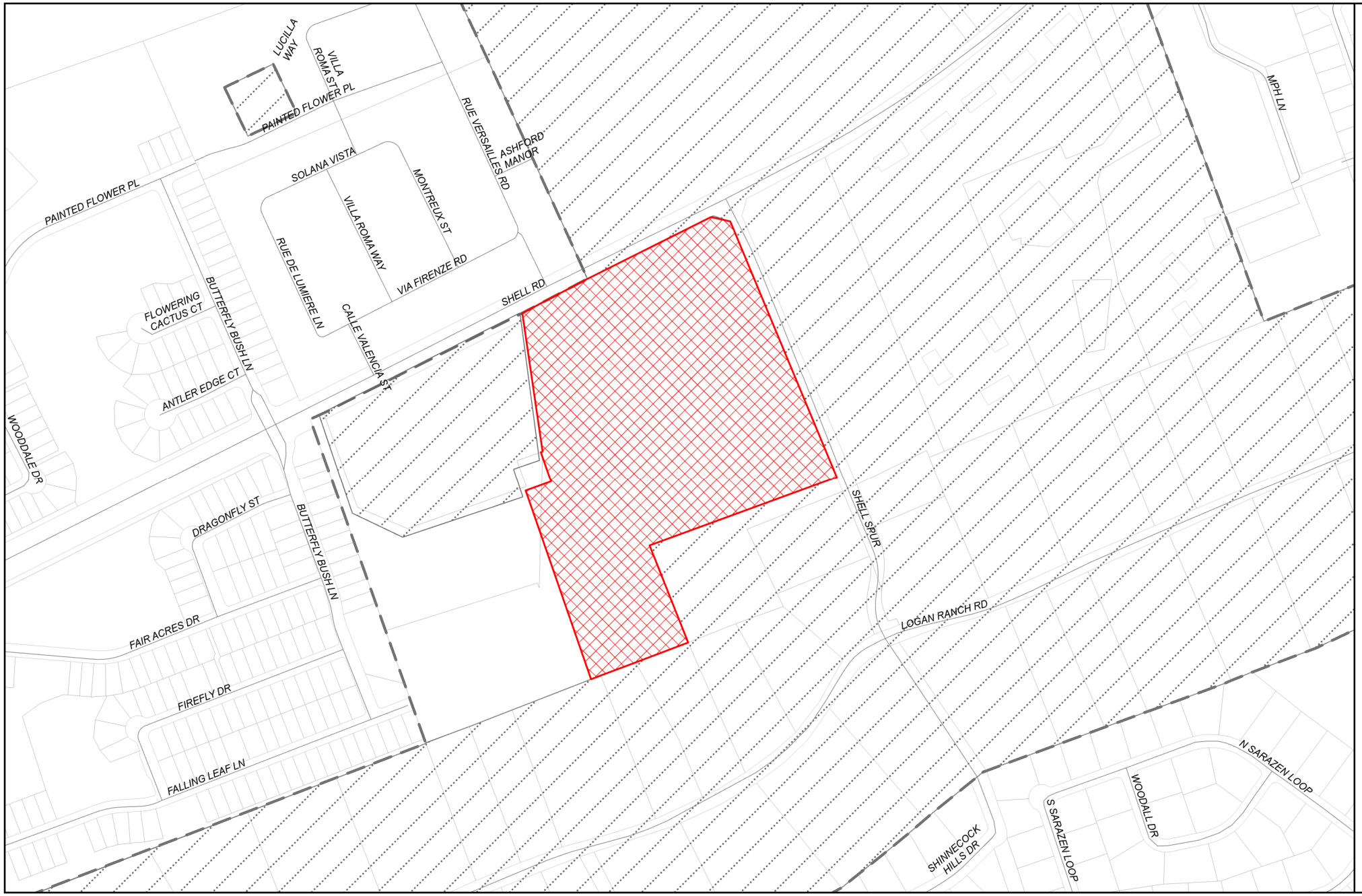


Summary

- Public Hearing and possible action on a request for a Zoning Map Amendment to zone, upon annexation, approximately 43.13 acres in the Williams Roberts Survey, Abstract 524, as the Planned Unit Development (PUD) zoning district, with portions of Right-Of-Way for Shell Road and Shell Spur, for the property generally located at 2200 Shell Road, Georgetown, Texas. Ryan Clark, AICP, Long Range and Neighborhood Planning Manager
- Per UDC Section 3.06.020.E, the Planning and Zoning Commission shall hold a Public Hearing… and make a recommendation to the City Council

First Reading of an Ordinance

- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS AND THE ANNEXATION AND INITIAL ZONING DESIGNATION OF PLANNED UNIT DEVELOPMENT OF CERTAIN TERRITORY CONSISTING OF 28.93 ACRES, MORE OR LESS, IN THE WILLIAM ROBERTS SURVEY ABSTRACT NO. 524 AND PORTIONS OF RIGHT-OF-WAY ON SHELL ROAD AND SHELL SPUR, AS DESCRIBED HEREIN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.



GEORGETOWN TEXAS
more than welcome

Location

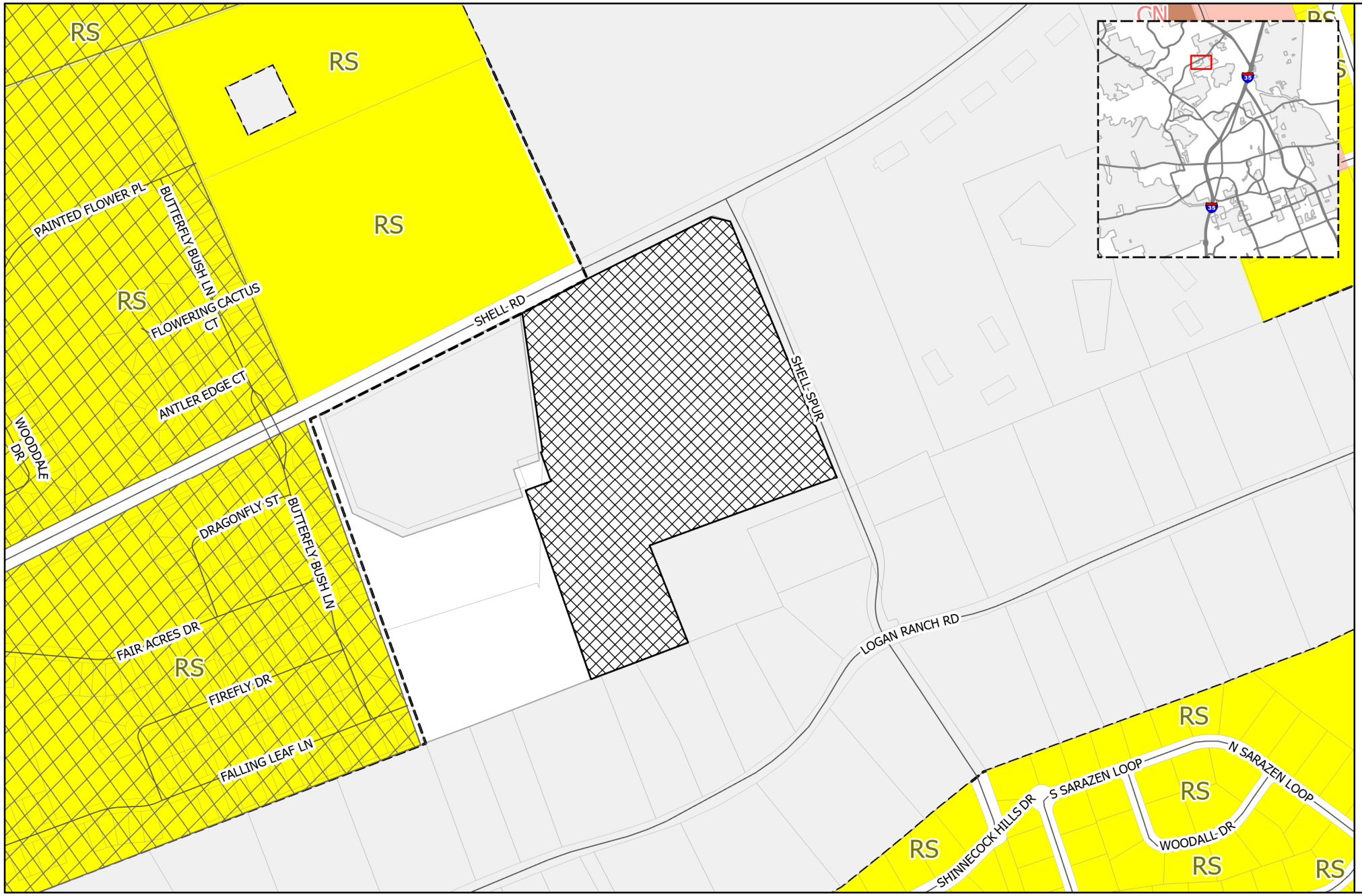
2025-4-ANX

Exhibit #1

- Site
- Parcels
- City Limits
- Georgetown ETJ

N

0 250 500 Feet



GEORGETOWN TEXAS
more than welcome

Zoning

2025-4-ANX

Exhibit #3

- Site
- PUD
- Courthouse View Overlay
- Old Town Overlay
- Historic Overlay
- Downtown Overlay
- Gateway Overlay
- Parcels

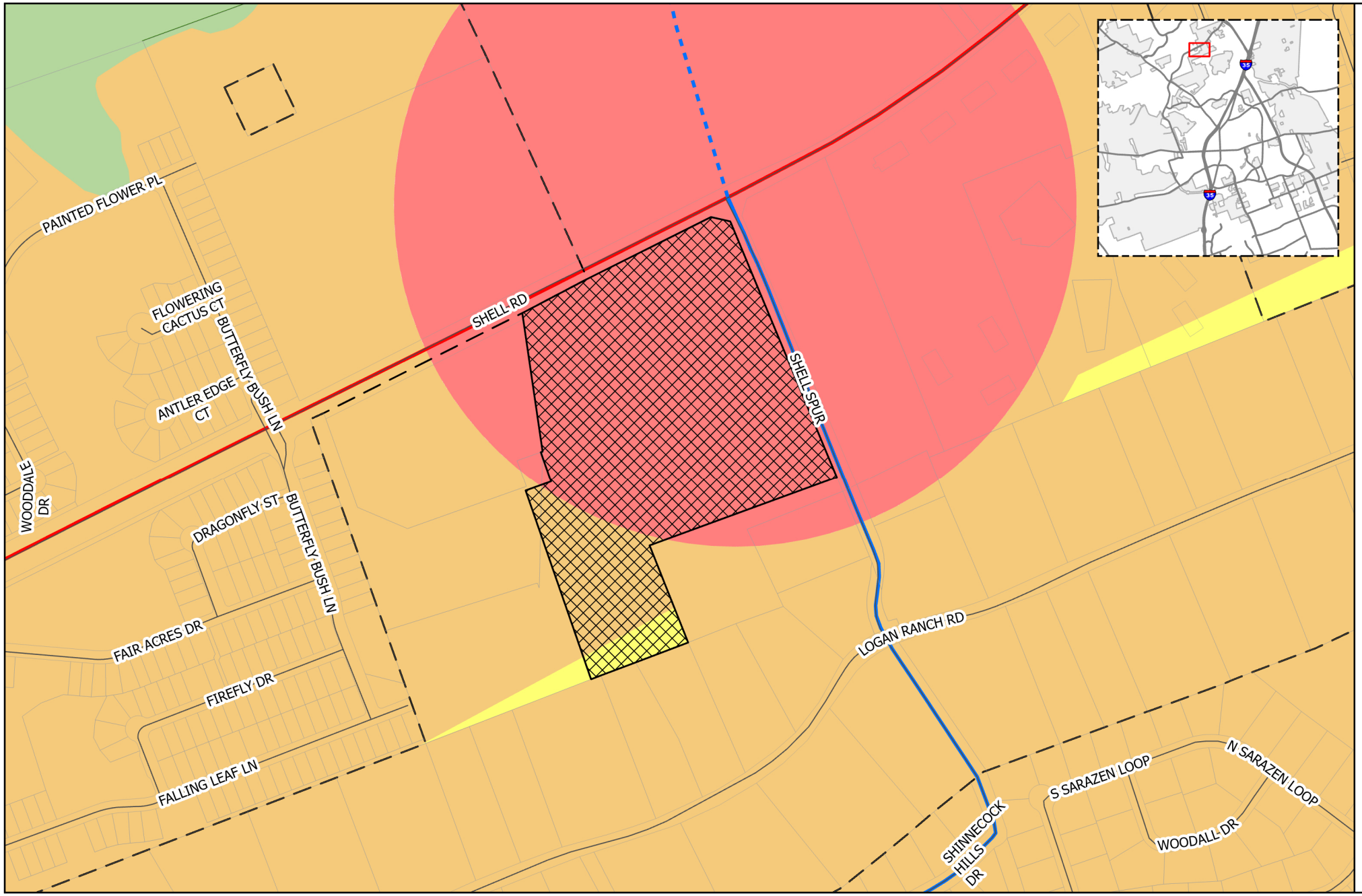
Zoning

ZONE

- 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
- City Limits
- Georgetown ETJ

N

0 250 500 Feet



GEORGETOWN TEXAS
more than welcome

Future Land Use/ Future Mobility Plan

2025-4-ANX

Exhibit #3

- Site
- Parcels
- City Limits

Thoroughfare

CLASS

- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail

Future Land Use

FLU

- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area
- Georgetown ETJ

N

0 250 500 Feet

Shell Spur Tract
Planned Unit Development
Development Plan

A. PROPERTY

The Shell Spur Tract Planned Unit Development (PUD) District is located at the southwest intersection of Shell Road and Shell Spur. It consists of approximately 28.93 acres described in **Exhibit B, Survey/Field Notes**, herein defined as "Property".

B. PURPOSE

The purpose and intent of the PUD zoning district is to develop a horizontally integrated mixed-use community with a mix of low and high density multi-family residential and commercial uses. This PUD serves to augment and/or modify the standards for development outlined in the City of Georgetown Unified Development Code (UDC) in order to implement the vision for the Property and insure a cohesive, quality development not otherwise achieved solely by the underlying base zoning district.

A Land Use Plan has been attached to this PUD, **Exhibit C, Conceptual Land Use Plan**, to illustrate the design intent for the Property. The Conceptual Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document. The Conceptual Land Use Plan depicts residential products, open space areas and non-residential uses which are contemplated within the community.

C. APPLICABILITY AND BASE ZONING

All aspects regarding the development of this PUD shall comply with the UDC, and other applicable provisions in the City's Code of Ordinances in place at the time of the effective date of the annexation of the Property, except as modified within this PUD or the exhibits attached to the PUD Ordinance. Each development within this PUD shall conform to a base zoning district per UDC Section 4.06.010.A "Compatibility with Base Zoning District."

1. Base Zoning

This PUD will have three character and use zones, as described below:

a. **Tract 1** – Low Density Multifamily (MF-1) base zoning.

b. **Tract 2 –** High Density Multifamily (MF-2) base zoning.

c. **Tract 3**– General Commercial (C-3) base zoning.

d. **Tract 4 –** General Commercial (C-3) base zoning.

In the case that this PUD does not address a specific City requirement, the Georgetown UDC and other Ordinances noted above shall apply. In the event of a conflict between the regulations of this PUD and the regulations of the base zoning district, the PUD shall control.

D. CONCEPTUAL LAND PLAN

A Land Use Plan has been attached to this PUD, **Exhibit C, Conceptual Land Use Plan**, to illustrate the design intent for the Property. The Conceptual Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document. The Conceptual Land Use Plan depicts residential products, open space areas and non-residential uses which are contemplated within the community.

E. LAND USES

The uses allowed within the PUD Area(s) below shall comply with the list of allowed and prohibited uses defined in the UDC Zoning Use Figures and Tables, with the following exceptions;

Tract 2- Multi family, Detached Dwelling Unit shall be a permitted use.

Tract 3- The following uses shall be prohibited:
- Multifamily, Attached Dwelling Units
- Motel
- Hotel, Extended Stay
- Hotel, Boutique
- Hotel, Full Service
- Hotel, Limited Service
- Dance Hall or Night Club
- Major Event Entertainment
- Event Facility
- Driving Range

- Firing Range, Indoor
- Laundromat
- Small Engine Repair
- Funeral Home
- Self Storage, Outdoor
- Self Storage, Indoor
- Manufactured Housing Sales
- Automobile Sales, Rental or Leasing Facility
- Commercial Vehicle Sales, Rental or Leasing Facility
- Automobile Parts and Accessories Sales, Outdoor
- Automobile Repair and Service, General
- Fuel Sales
- Recreational Vehicle Sales, Rental or Service
- Heliport
- Bus Barn
- Parking Lot, Off-Site
- Parking Lot, Commercial
- Park-n-Ride Facility
- Private Transport Service Dispatch Facility
- Transit Passenger Terminal
- Lumber Yard
- Seasonal Product Sales
- Blood or Plasma Center
- Flea Market
- Pawn Shop
- Personal Services, Restricted
- Kennel
- Live Music or Entertainment
- Correctional Facility
- Recreational Vehicle Sales, Rental or Service
- Car Wash

Tract 4 –

All uses prohibited for Tract 3, listed above, shall also be prohibited for Tract 4, with the following exception:
Fuel Sales shall be permitted as a limited use on Tract 4 shown in Exhibit D with the standards and limitations outlined below and as shown on Exhibit D:

1. Bufferyard:
    a. A 6’ high opaque screening wall shall be provided along the south property line.
    b. One shade tree, two evergreen ornamental trees and eight evergreen shrubs shall be provided every 50 linear feet of buffer yard on the southern property line.
    c. Provisions a & b above do not apply to areas used for driveway and/or cross access.

2. Setback:
    a. A 30’ rear setback from the southern property line shall be required.
    b. Drive aisles, light fixtures, and garbage storage/dumpsters may be located within a required setback but not the required bufferyard.

4. Underground storage tank setback:
    An underground storage tank shall not be located within 150' of a residentially zoned property line except in instances where there is a building located between the fuel tank and the residentially zoned property line. In no instance shall a storage tank be located within 100' of a residentially zoned property line.
5. Lighting:
    a. Section 7.04 – Lighting Standards shall apply to the Property.
    b. All site lighting must be designed and installed so that the level of illumination as measured in foot candles at a height of three feet at the property line does not exceed one-foot candles.

6. Fuel Positions:
    a. No more than 8 multi-fuel dispensers shall be permitted.
    b. Separate high-floor diesel islands meant to service large vehicles, similar to semi-trucks, shall be prohibited.

7. Architectural Standards:
    a. The fuel canopy shall be constructed of similar materials and color palate to the primary structure.
    b. A fuel canopy shall not be located within 100' of a residentially zoned property line except in instances where there is a building located between the fuel tank and the residentially zoned property line. In no instance shall a fuel canopy be located within 100' of a residentially zoned property line.
8. Hours of operation:
    a. The Fuel Sales use shall only operate between the hours of 5 am-12am.

F. DEVELOPMENT STANDARDS

1. Building Height:

a. Tract 1 –

i. A 125’ Transition Setback shall be established adjacent to single-family platted lots to the southern property line for Tract 1 (the “Transition Zone”) as shown on Exhibit C. The transition setback shall limit new development to 2-stories and up to thirty-five feet (35’) in height.

ii. Finished floor elevation will be no more than 7 feet above natural grade prior development.

iii. Residential units may not be vertically stacked and each unit must have a ground-floor entrance.

2. Impervious Cover:

a. Tract 1 --The impervious cover limit for the MF-1 residential portion of the Property is set at 60 percent (60%) impervious coverage.

b. Tract 2 -- In the event that a Multifamily, Detached Dwelling Units use is developed on Tract 2, the impervious cover will be a maximum of 60%.

c. Tracts 1-4 --

i. The maximum allowable impervious cover shall be determined based on the overall property acreage of 28.93 acres.

ii. The impervious cover allowed for this development shall not exceed 718,762 if Tract 2 is developed as a Multifamily, Attached Dwelling Unit use or 776,087 SF if Tract 2 is developed as a Multifamily, Detached Dwelling Units use.

iii. The square feet of impervious cover will be allocated for the individual lots and shall be tracked by the developer, initially, and ultimately by the property owner’s association, once formed.

3. Building Design Standards:

All new structures within this Development shall be in conformance with the applicable provisions in UDC Chapter 6 and 7 with the following amendments:

a. Tract 1- A condominium plat is required to be recorded in line with Texas Property Code Chapter 82 prior to receiving a Certificate of Occupancy or a building final inspection.

b. Tract 1 & 2 –

i. The building separation shall be a minimum of 6', so long as all applicable fire codes are met.

ii. In the event that a Multifamily, Detached Dwelling Units use is developed on Tract 2, The building separation shall be a minimum of 6', so long as all fire codes are met.

G. VEHICULAR ACCESS AND CIRCULATION

1. Vehicular access:

a. The driveway and roadway connections shown on Exhibit C along Shell Road and Shell Spur are permitted by right for full access connections in the locations shown, Minor adjustments to the exact driveway or roadway connections are permissible, if the driveway spacing meets or exceeds the minimum of 425 feet on Shell Road and 360 feet on Shell Spur.

i. Driveway spacing for private driveways from public roadway shall be measured from the edge of the existing pavement to the center of the driveway.

ii. Driveway spacing for private dirveways shall be measured from center of driveway to center of driveway.

iii. The developer acknowledges that full access may be removed with the construction of the full build-out of Shell Road as contemplated in the City of Georgetown Future Mobility Plan.

b. Section 12.05.010, 12.05.020 and 12.05.030 of Chapter 12 of the UDC is not applicable to the PUD and is replaced with the following requirements:

i. A private drive, extending from Shell Road to Tract 1, shall be provided and constructed to Neighborhood Collector standards as defined in the UDC.

ii. Two right-turn lanes shall be provided, one at an entrance from Shell Road, and one at an entrance from Shell Spur.

iii. Section 12.09- Traffic Impact Analysis of the UDC is not applicable to the PUD.

iv. Vehicular access must comply with all applicable fire codes.

v. Driveway/ access must meet sight distance requirements.

H. LANDSCAPE AND BUFFER REQUIREMENTS

Landscaping for this Development shall be in conformance with Chapter 8 of the UDC unless otherwise stated in this Development Plan.

1. **Tract 1—southern property line only**
   - **a.** A medium level bufferyard adjacent to existing single-family platted lots to the south shall consist of the following, as shown on Exhibit C:
     - A 15-foot wide planting area;
     - One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet of bufferyard.
   - **b.** Fences may be installed within the bufferyard to create private backyards for residential units.
   - **c.** When easements and cross-access conflict with bufferyard requirements, the tree planting area shall be set back to accommodate the planting of shade trees.
   - **d.** Bufferyard may include accessory structures such as sheds.

I. TREE PRESERVATION AND PROTECTION

Tree preservation and protection for this Development shall be in conformance with Chapter 8 of the UDC unless otherwise stated in this Development Plan:

1. **Tract 3-- Removal of Heritage Trees:**
   - **a.** Heritage Trees may be removed by-right without a Tree Removal Permit.

J. PARKLAND AND COMMON AMENITY AREA

1. **Parkland:**

   Parkland obligations shall be satisfied through fee-in-lieu per UDC Section 13.08 Parkland.

2. **Common Amenity Areas for Tracts 1 & 2:**

   - **a.** Common amenity areas shall be provided for the enjoyment of residents

within this PUD. A 5’ sidewalk shall be provided along one side of all private roadways within this PUD to provide pedestrian access to amenities.

b. A minimum of two (2) amenities shall be provided for Tract 2.

c. A minimum of one (1) amenity shall be provided for Tract 1.

d. All amenities shall be maintained by the onsite property management, Condominium Association, or Home Owners Association.

e. Amenity elements may be used multiple times and within the same vicinity and may include:

- Pool and spa
- Picnic areas
- Landscaped seating areas
- Fenced dog park
- Outdoor game area
- Indoor workout area
- Outdoor workout area
- Community garden
- Amenitized heritage tree grove
- Pavilion
- Trails
- Tennis Court
- Pickleball Court
- Basketball Court
- Workout stations
- Turf play lawn
- Water and electrical connections to accommodate a food truck.
- Splash Pad
- Community Art
- Garden with on-site educational materials providing information about the flora and/or fauna of the garden area.
- Any other amenity as approved by City of Georgetown staff.

f. No outdoor grills and/or fire pits which are community amenities shall be closer than 150’ from the southern property boundary. This does not apply to grills or fire pits used by individual residents as part of the use and enjoyment of their residential unit or home.

g. Any pool, spa and/ or a splash pad shall be no closer than 100’ from the southern property line

h. All outdoor amenities shall operate no later than 10 pm.

K. UTILITY PROVISIONS

a. Existing well- Any existing wells on the Property shall not be used as a water resource for any development within the Property.

b. Water Meter—For purposes of applying water meter regulations, Tract 1 shall be served with 1 (one) master water meter and may share a master meter with an

adjacent property, so long as no more than 521 total residential units utilize the master meter..

L. PUD MODIFICATIONS

In conformance with section 4.06.010.d.3 of the UDC, modifications to this development plan shall require city council approval of an amendment to this PUD processed pursuant to section 3.06 of the UDC, except, where the director of planning determines such modifications to be minor, the director may authorize such modifications. Minor modifications may include changes to building sizes, uses, or locations providing those modifications conform to the general intent of this PUD, uses authorized by this PUD, or to applicable provisions of the UDC and any other applicable regulations. So long as the C-3 acreage is maintained at a minimum of 4.9 acres, a deviation of up to +/- 15% of the acreage for the base zoning districts shall be approved by the Director as a minor modification.

M. LIST OF EXHIBITS

- **Exhibit A** – PUD Development Plan
- **Exhibit B** – Legal Description
- **Exhibit C** – Conceptual Land Plan
- **Exhibit D**—Fuel Sales Use

MATKINHOOVER
ENGINEERING
& SURVEYING

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



LAND USE SUMMARY

	Acres	Max. Density
(MF-1) Mult Family Res.	9.85 acres	14.0 du/ac
(MF-2) Multi Family Res.	13.16 acres	24.0 du/ac
Residential Total:	23.01 acres	
Commercial	5.83 acres	
Total:	28.84 acres	

EXHIBIT C
CONCEPT PLAN
SHELL ROAD TRACT

NOVA 368, LLC
GEORGETOWN, TEXAS

North

0 100' 200' 400'

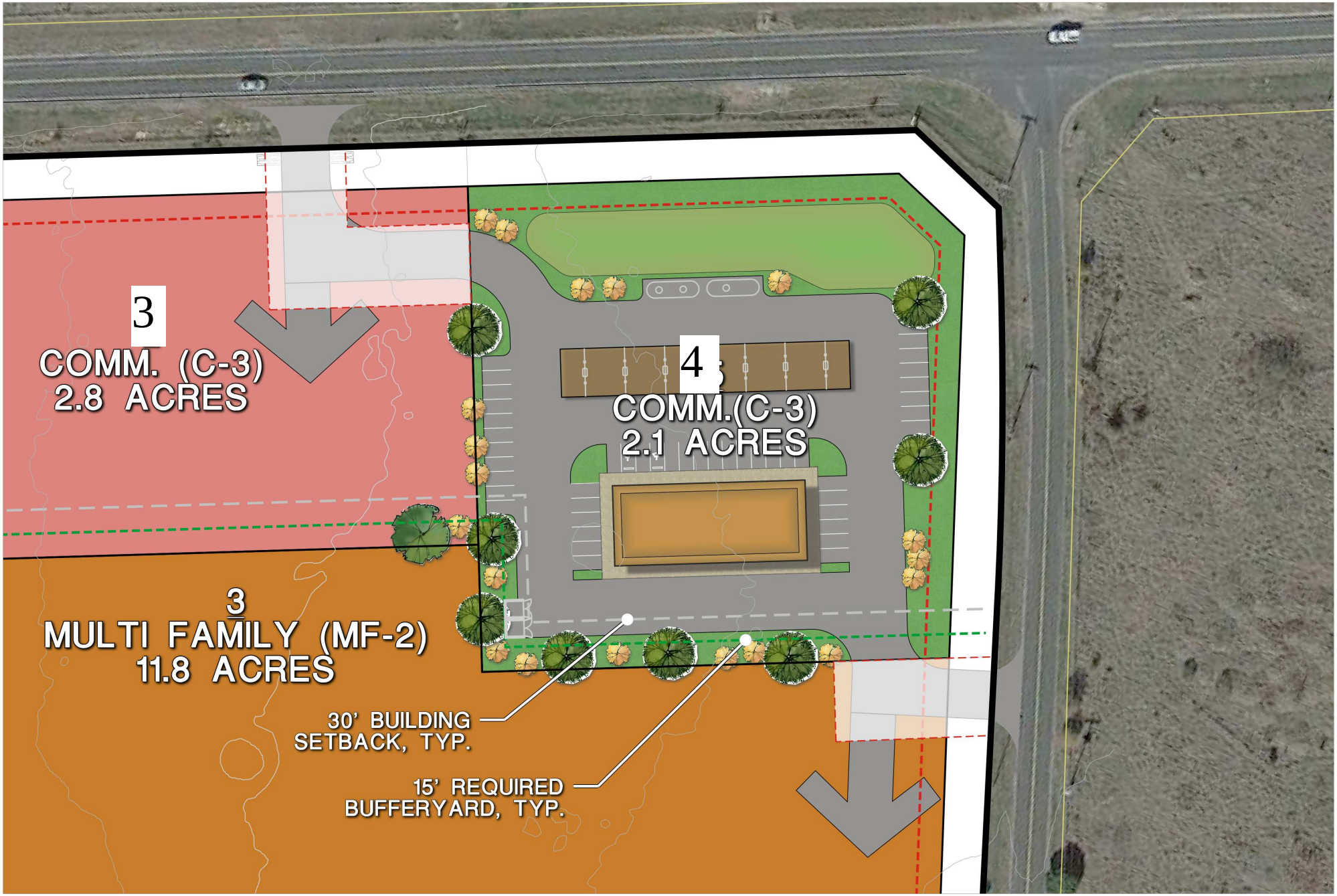
Scale: 1" = 200'

Date: November 21, 2025

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

SHEET FILE: K:\230103-LDMDC\Cadfiles\PLANNING\Submittals\2025-11_PUD Concepts\Concept Plan.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and doe represent any regulatory approval. Plan is subject to change.



0 40' 80' 120'

North

Scale: 1" = 80'

Date: March 14, 2025

SEC Planning, LLC

Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

PARCEL 5-C STORE SITE PLAN

NOVA 368, LLC

GEORGETOWN, TEXAS

SHEET FILE: K:\230103-LDMDC\Cadfiles\PLANNING\Submittals\2025-03_PUD Concept Plan\Concept.dwg

Base mapping compiled from best available information.. should be considered as preliminary, in need of verificatic subject to change. This land plan is conceptual in nature represent any regulatory approval. Plan is subject to change.

H D | B R O W N

November 20, 2025 (Revised)

Kelly Trietsch
Chief Development Officer
City of Georgetown Planning Department
809 Martin Luther King Jr Street
Georgetown, TX 78626

RE: Request for an annexation into Georgetown with an associated Planned Unit Development (PUD) Agreement; ~28.93 acres generally located at 2200 Shell Road (a portion of WCAD parcel R323695 (the "Property")

Dear Ms. Trietsch,

As representative of the owner of the above stated Property we respectfully submit the attached application for an annexation with an initial zoning of a PUD on the Property. The Property is contiguous to the current city limits on the western boundary and is currently undeveloped. The purpose of the annexation and associated PUD zoning is to allow for the development of high-quality residential and commercial uses and to access the City of Georgetown wastewater infrastructure. This annexation application is associated with, and will run concurrently with, the Shell Spur Tract PUD-Tract 2 application.

It is the priority of the Property owner to be a customer of the City of Georgetown's wastewater infrastructure, which requires annexation into the full purpose jurisdiction of the City of Georgetown. Since the Property is not currently in the City of Georgetown's full purpose jurisdiction, the only option to access wastewater infrastructure is to pursue an on-site wastewater TLAP permit through the Texas Commission on Environmental Quality (the "TCEQ Permit"). The property owner has been pursuing this permit since December 2023. However, after coordinating with the community, it is apparent that it is also the community's priority that this project be a customer of the City of Georgetown's wastewater infrastructure, as opposed to pursuing a TCEQ Permit. Considering the Property owner and the community are aligned in this priority, we submit the attached annexation application and, if approved, will withdraw the TCEQ on-site wastewater TLAP permit application.

The applicant reserves the right to pull this annexation application from consideration at any time during the proceedings. With this signed petition for voluntary annexation, the landowner understands that construction of any capital improvements necessary for development on the property will not be the responsibility of the City of Georgetown if approved for annexation; rather, such improvements will occur through non-City financial assistance through the subdivision and construction process.

214-695-9219 | AMANDA.BROWN@HDBROWNCONSULTING.COM HDBROWNCONSULTING.COM

Below outlines how this application complies with the criteria for the annexation & PUD application.

This request complies with the criteria of UDC 3.25.030 for an annexation:

1. **The application is complete, and the information contained within the application is sufficient and correct enough to allow adequate review and final action.**

   All items required by the Annexation Checklist have been included with this submittal.

2. **The annexation promotes the health, safety or general welfare of the City and the safe, orderly, and healthful development of the City.**

   The proposed land plan presents an orderly and safe arrangement of uses and provides enhanced buffering where appropriate.

   Additionally, upon approval of the annexation application and a wastewater service commitment from the City of Georgetown, the TCEQ Permit will be withdrawn.

3. **Consistency with the City's adopted long range plans and annexation policies.**

   The Property's Future Land Use designation is a combination of Community Center and Mixed Density Neighborhood. Community Center calls for a combination of neighborhood serving commercial uses as a primary use and high density residential as a secondary use. The proposed land use plan proposes a combination of MF-2 and C-3 zoning which complies with the Community Center goals. The Mixed Density Neighborhood calls for missing middle housing, such as townhomes, duplexes, etc, which is achieved by the proposed PUD by the MF-1 tract.

The request meets the approval criteria for a Zoning Map Amendment outlined in UDC Section 3.06.030:

1. **The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.**

   All items required by the Annexation Checklist have been included with this submittal.

2. **The zoning change is consistent with the Comprehensive Plan;**

   The Property's Future Land Use designation is a combination of Community Center and Mixed Density Neighborhood. Community Center calls for a combination of neighborhood serving commercial uses as a primary use and high density residential as a secondary use. The proposed land use plan proposes a combination of MF-2 and C-3 zoning which complies with the Community Center goals. The Mixed Density Neighborhood calls for

missing middle housing, such as townhomes, duplexes, etc, which is achieved by the proposed PUD by the MF-1 tract.

3. **The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.**

   The proposed land plan presents an orderly and safe arrangement of uses and provides enhanced buffering where appropriate. Additionally, upon approval of the annexation application, the TCEQ Permit will be withdrawn.

4. **The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.**

   The proposed PUD zoning is designed to complement the fabric of the existing neighborhood by providing compatible, missing-middle housing near the existing single-family neighborhoods and increases in intensity to higher density residential and commercial closer to the intersection of Shell Spur and Shell Road. Shell Spur is an existing collector and Shell Road is an existing major arterial, making an appropriate intersection for the proposed commercial development. Additionally, several enhancements to the PUD have been included to further ensure compatibility with the adjacent residential neighborhoods as shown in the code comparison table and Exhibit C.

5. **The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.**

   The Property is of appropriate size, has access to necessary utilities and is situated at the hard corner of two large roadways, making it suitable for uses permitted by the proposed base zoning districts.

<u>This request complies with the criteria of UDC 3.06.040 for a PUD:</u>

1. **A variety of housing types, employment opportunities, or commercial services to achieve a balanced community.**

   The concept plan was developed in accordance with Georgetown UDC and comprehensive plan to ensure a variety of housing types, from multifamily to single family condominiums, and commercial services throughout the Property. The high-density residential area is intended to support the community center and commercial portions of the PUD. The low-rise multi-family portion of the development plan ensures a smooth transition from existing residential estate to the south and traditional single family to the West. In combination of the existing surrounding housing types and our proposed uses, a complete and balanced community, with diverse housing types, will be created.

2. **An orderly and creative arrangement of all land uses with respect to each other and to the entire community.**

   The proposed PUD zoning is designed to complement the fabric of the existing neighborhood by providing compatible, missing-middle housing near the existing single-family neighborhoods and increases in intensity to higher density residential and commercial closer to the intersection of Shell Spur and Shell Road. Shell Spur is an existing collector and Shell Road is an existing major arterial, making an appropriate intersection for the proposed commercial development. Additionally, several enhancements to the PUD have been included to further ensure compatibility with the adjacent residential neighborhoods as shown in the code comparison table and Exhibit C.

3. **A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways, and pedestrian walkways.**

   The PUD will ensure connectivity to existing roadways and propose new roadways with enhanced sidewalk connections to create a connected community and promote a pedestrian friendly environment. The development will extend Falling Leaf Lane to provide for internal transportation as well as connectivity to major arterials and adjacent development to the West. Dedicated sidewalks will promote walkable environments by ensuring safe and accessible travel for pedestrians within the development.

4. **The provisions of cultural or recreational facilities for all segments of the community.**

   Private amenities will be included to promote social cohesion and leisure within the development. This may include benches, lawns or parks, and playscapes.

5. **The location of general building envelopes to take maximum advantage of the natural and manmade environment.**

   The development has taken the natural environment into account by moving the more intense residential area (MF-2) away from the densely populated tree grove, which will allow much more flexibility in building location to be in a better position to develop around the existing tress.

6. **The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.**

   The PUD will comply with all phasing standards established throughout the UDC.

If there any questions or if additional information is needed regarding this application, please reach out at your convenience.

Sincerely,

Amanda Brown, President
HD Brown Consulting, LLC

On behalf of:

NOVA368, LLC,
A Texas Limited liability company

By: _____
Name: Vinod Nagi
Title: Manager

STATE OF Texas §
§
COUNTY OF Williamson §

Before me, the undersigned notary, on this day personally appeared Vinod Nagi, Manager of Nova368 LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on November 21, 2025.

[Seal]

ALBERTA L MARTINEZ
Notary ID #126173843
My Commission Expires
May 25, 2028

_____
Notary Public, State of Texas

Code Comparison Chart

Tract 1 & 2 (MF-1)				
DEVELOPMENT STANDARDS	**UDC Sections Modified**	**UDC Standard**	**PROPOSED**	**Justification**
Density	**Sec. 6.02.080.A**	14 units/ acre	**10** units/acre	Decrease density.
Building Setback to Residential Districts to south and west (minimum)	**Sec. 6.02.080.A**	20’	**50’**	Increase compatibility with SF neighbors to the south and west.
Building Height- 125’ Transition Setback Zone	**Sec. 6.02.080.A**	35’	**35’** & two stories	Increase compatibility with SF neighbors to the south and west.
Impervious Cover	**Table 11.02.010.B**	50%	**60%**	Allow for flexibility.
Building Articulation and Architectural Features	**Sec. 7.03.050.C**	n/a	A minimum of two wall planes per unit on the front elevation, offset a minimum of 18 inches	Create architectural interest and ensure a high-quality development.
Condominium Plat Requirement	n/a	n/a	A condominium plat is required prior to CO.	A condominium regime provides legal frameworks, bylaws, and governing bodies to regulate ownership rights, dispute resolution, and property management, while also ensuring that

				common areas remain in good condition for all residents. Which enhances the community feel and surrounding areas.
Off-Street Parking and Loading	**Table 9.02.030.A**	5% for visitor use	**10%** for visitor use	To ensure adequate off-street parking.
Bufferyards	**Table 8.04.060**	A **medium** level bufferyard shall consist of the following: **a.** A 15-foot wide planting area; **b.** One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet of bufferyard.	A **medium** level bufferyard shall consist of the following: **a.** A 15-foot wide planting area; **b.** One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet of bufferyard. **c. A solid six-foot high solid screening wall**	Increase compatibility with SF neighbors to the south and west by including a wall.

Tract 3 (MF-2)				
DEVELOPMENT STANDARDS	**UDC Sections Modified**	**UDC Standard**	**PROPOSED**	**Justification**
Land Use	**Table 5.04.010**	Prohibited Use	**Allowed use**	Allow for a lower density residential use on Tract 3.

Tracts 1,2 & 3 (Residential)				
DEVELOPMENT STANDARDS	**UDC Sections Modified**	**UDC Standard**	**PROPOSED**	**Justification**
Maximum units	n/a	n/a	434 units	To ensure the density in the project is capped which is a concern of the neighbors and allows for product types needed in the market.
Common Amenity Areas	**Sec. 6.06.020.C**	A minimum of five (5) amenities shall be provided for 200 or more Dwelling Units	5' sidewalk shall be provided; A minimum of three (3) amenities shall be provided for each Tract (9 total); Shall be maintained by the onsite property management; May include: - Pool and Spa - Picnic areas with grills - Landscaped seating areas - Fenced dog park - Outdoor game area - Indoor workout area - Outdoor workout area - Community garden - Any other amenity as approved by City of	To ensure ample community spaces and high-quality development.

			Georgetown staff	

Tract 1-5				
DEVELOPMENT STANDARDS	**UDC Sections Modified**	**UDC Standard**	**PROPOSED**	**Justification**
Tree Mitigation Fee	**Section 8.02**	Fee's required	Exempt from fees.	Due to the extensive amount of trees on the property, the tree fee's will be very large, making the project not feasible. However, preserving as many trees as possible is a priority.

Tract 5 (C-3)				
DEVELOPMENT STANDARDS	**Code Sections Modified**	**UDC Standard**	**PROPOSED**	**Justification**
Fuel Sales Use	**Table 5.04.010**	Specific Use	Limited Use	Implement limitations on fuel sales use.
Rear Setback (south property line)	**Table 7.02.020**	10'	30'	Increase compatibility to Multi-family to the south.

Underground Storage Tank Setback	**Sec. 13.30.020. - Definitions**	n/a	**100'** from Southern property line	Increase compatibility to Multi-family to the south.
Bufferyards (Southern Property Line to MF-2)	**Sec. 8.04.060.C.2**	A medium level bufferyard shall consist of the following: A 15-foot wide planting area; One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet of bufferyard.	A medium level bufferyard shall consist of the following: A 6' high opaque screening wall shall be provided along the south property line; One shade tree, two evergreen ornamental trees and eight evergreen shrubs shall be provided every 50 linear feet of buffer yard on the southern property line.	Increase compatibility to Multi-family to the south.
Design Standards	**Sec. 7.04.010.B.4**	n/a	The canopy shall be constructed of similar materials and color palate to the primary structure.	Create architectural consistency and ensure a high-quality development.
Fuel Positions	**Sec. 5.04.020.T.4**	When one of the conditions outlined in Subsection (1) above is met, in no case shall a fuel sales establishment be permitted more than ten multi-fuel dispensers or 20 fuel positions.	No more than 8 multi-fuel dispensers shall be permitted.	Restrict intensity of fuel sales use.
Fuel Positions	n/a	n/a	High-floor diesel islands are prohibited.	Restrict intensity of

				fuel sales use.
Lighting Standards	**Sec. 7.04.010.A.4**	All site lighting must be designed and installed so that the level of illumination as measured in foot candles at a height of three feet at the property line does not exceed **two** foot candles.	All site lighting must be designed and installed so that the level of illumination as measured in foot candles at a height of three feet at the property line does not exceed **one** foot candles.	Increase compatibility to Multi-family to the south.

From: Richard And Gayle Elsasser [redacted]
Sent: Tuesday, January 27, 2026 9:20 AM
To: Georgetown Planning <planning@georgetowntexas.gov>
Subject: [EXTERNAL] 2025-4-ANX and 2025-12-ANX. Shell Road/Spur. NOVA, LLC

[EXTERNAL EMAIL] This email originated from outside of City of Georgetown. DO NOT click links or open attachments unless you recognize and/or trust the sender.

I am OPPOSED to the 14 units per acre development on the corner of Shell Road and Shell Spur. NOVA has also proposed apartment buildings, commercial entities and a gas station on the property.

A majority of Georgetown residents also appear to be opposed as the city's Flash Vote indicated voters preferred more single family homes, not multi family. Also agreeing with single family vrs. multi family zoning were the previous 150 opposition letters to the Planning & Zoning commission regarding this proposal in the previous three years.

The city's traffic consultant has estimated 7000 trips per day on Shell/Spur when the housing developments are complete. One stoplight and turning lanes are not capable of solving this traffic disaster.

Neighborhood residents have attended meetings with NOVA however the developers now believe 14 units per acre is welcoming to attached homesteads of 2+1/2 to12 acres with one home each. Setbacks, green space and units per acre are some changes NOVA has made since our last meeting with them months ago.

Our 40 year old Logan Ranch subdivision has approximately 154 adults on 300 acres but the NOVA developers have proposed 434 units, possibly 900+ adults or more, on 34 acres along with 4.9 acres commercial which includes a gas station. The proposal does not fit with the established neighborhood.

NOVA has shown at least 3 different arrangements of multi family use focusing on the land plan however nothing to indicate unit sizes and placement of condos, townhomes or

apartments. Our subdivision has residents willing to meet with the developers however, the discussions need to be a “give and take”.

Please give serious consideration to our concerns. Thank you.

Gayle Elsasser

313 Logan Ranch Road

Georgetown 78628

To: Planning & Zoning

RE: Case# 2025-4-ANX

I am writing in opposition to 2025-4-ANX Shell Spur PUD and Annexation.

The requested Zoning is not a reasonable transition with Residential 1 to the north and west, and Large Lot (2+ acres) residential homes to the south. Adding upwards of 600 dwelling units is far too abrupt a transition, and the type of housing being added is not in line with the Future Land Use for the area. The Community Center designation calls for vertically integrated commercial and residential, not multistory apartments. Additionally, the limited plan available does not improve the health and welfare of the surroundings, with the applicant not including public amenities or parkland. The MF-1 does fit within the Future Land Use plan's Mixed-Density Neighborhood (MDN), however, by adding in MF-2, the proposed plan is no longer in line with the Future Plan Use. Further differences with Future planned use are the addition of Commercial C3, and a Gas Station versus Commercial C1 and community serving businesses.

Further to the destruction of the environment and reduction of value adjacent, they are asking to cut down heritage trees without a permit. The tree destruction, the requests to increase Impervious coverage, and lack of public amenities, show that this applicant is not interested in the neighborhood, nor Georgetown as a whole, but rather in maximizing profits above all else.

Traffic is obviously a major concern. This development would generate over 2000 trips/day, adding all that directly onto Shell Road, yet they are asking not to do a Traffic Impact Analysis and pay for what they generate. Shell road is currently a 2 lane undivided road and adding the residential, and commercial traffic to it without improvements will not be safe for currren users of Shell Road, nor the proposed development. They should have to pay for the traffic they are generating.

In regards to the requested Gas Station, this is not needed here, with multiple gas stations at either end of Shell Road, nor it it in line with the Future Use plan and the Community Center designation.

I encourage the Planning and Zoning team to work with the applicant to remove the MF-2 zoning, modify the Commercial to C1 and integrate vertical use residential. Additionally, the goal should be to maximize tree retention, show a plan which maximizes public space enhancements as well as not allowing increases in impervious cover. Traffic should be charged appropriately for the volume and type of traffic they will generate, and finally, the gas station should not be allowed.

Sincerely,

Heath Culp

Comments from Neighboring Property Owners

Terrie Hahn

321 Logan Ranch Rd.

I would be **OPPOSED** if the multi family/apartment plan that NOVA wants, as it stands right now, continues. I would rather see a single family neighborhood adjacent to my Country Estates type of neighborhood where we all own 2-5 acres properties. I thought the City had a policy of a gradual change from large lots to apartment complexes with single family homes in between and then multi.

If NOVA's plan goes forward with fewer one or two story townhouses/condos per acre and no apartment complex, I would **FAVOR** it. I really don't want them to go to TCEQ with a WWPF on my property line, just 300' from my well. If an apartment complex is inevitable (and I thought the City was slowing down on apartment complexes) maybe it could be right on Shell Rd away from our property lines. I would hope that NOVA would pitch in money for the roads/traffic lights that will be needed for such a populated acreage.

Thank you for your attention to this difficult matter.

Terrie Hahn

Subject: Project Case # 2025-4-ANX

Planning and Zoning Commissioners,

As residents adjacent to the property at Shell Road and Shell Spur we are opposed to the proposed development. We would like for the property to be annexed because we do not want a waste water treatment facility next to our homes, however, we do not want apartments either. When this developer started this process several years ago, the P&Z board said that apartments were not appropriate next to million dollar estate homes. That has not changed. Apartments are still inappropriate. They will have a devastating effect on our quality of life and our property values, as will a waste water treatment facility.

The developer met with a group of neighbors and the sentiment was strongly against multi family housing. They had several meetings with a small group of neighbors to find out what was important to us. When they changed the proposal after being turned down by the city, they changed many of the things that we communicated were important for us like less density and setbacks of 50’ from our homes. They did this with no communication to us. Since they went to the city council we have not heard from them at all.

We are not opposed to development on this property, but it needs to be developed in a way that is appropriate to the existing neighbors and good for the nearby community. This does not meet those standards.

Sincerely,
Carol and Brian Tharp

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS AND THE ANNEXATION AND INITIAL ZONING DESIGNATION OF PLANNED UNIT DEVELOPMENT OF CERTAIN TERRITORY CONSISTING OF 28.93 ACRES, MORE OR LESS, IN THE WILLIAM ROBERTS SURVEY ABSTRACT NO. 524 AND PORTIONS OF RIGHT-OF-WAY ON SHELL ROAD AND SHELL SPUR, AS DESCRIBED HEREIN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the owners of the area proposed for annexation requested annexation of the area by the City of Georgetown ("City") pursuant to Local Government Code Section 43.0671; and

WHEREAS, all of the herein-described property lies within the extraterritorial jurisdiction of the City and is contiguous to the City; and

WHEREAS, the City Council approved a Municipal Services Agreement with NOVA368 LLOC for 28.93 acres on February 10, 2026; and

WHEREAS, Section 4.03.010 of the City's Unified Development Code ("UDC") creates procedures for initial zoning of newly annexed territory; and

WHEREAS, all prerequisites of state law and the City Charter have been complied with.

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 of the City of Georgetown hereby annexes into the City limits 31.263 acres in the William Roberts Survey, Abstract No. 524 as shown in ***Exhibit A*** and as described in the following exhibits to this ordinance (altogether the "Property"):

Exhibit B **– 28.93 acres of the William Roberts Survey, Abstract No. 524; and,**

***Exhibit C* – 1.108 acres of the William Roberts Survey, Abstract No. 524; and,**

***Exhibit D* – 1.225 acres of the William Roberts Survey, Abstract No. 524; and,**

The Property is hereby included in City Council District 5, as it is adjacent to Council District 5 and no other City Council Districts. The City's official boundary map and City Council Districts map shall be amended accordingly.

Section 4. The Property is hereby included in the transportation service area known as "Area A." In accordance with Section 12.46.160 of the City's Code of Ordinances, the City's Official Transportation Service Area Map shall be updated to reflect that the Property is in such transportation service area, provided that such update will be for mapping purposes only and no updates to the transportation impact fee capital improvements plans or land use assumptions will be required.

Section 5. In accordance with the procedures for initial zoning of newly annexed territory described in Section 4.03.010 of the UDC, and for the reasons set forth by City Staff, the City Council hereby finds that a zoning classification of Planned Unit Development (PUD) is appropriate for the Property and consistent with the City's Comprehensive Plan, and upon annexation, the Property shall have a zoning of Planned Unit Development (PUD) with base zoning districts of Low Density Multi-Family (MF-1), High Density Multi-Family (MF-2), and General Commercial (C-3), in accordance with the attached ***Exhibit E*** (PUD Development Plan). The City's Official Zoning Map shall be amended accordingly.

Section 6. Upon annexation of the Property, the City shall provide to the Property the municipal services set forth in the Municipal Services Agreement attached to this ordinance as ***Exhibit F*** and by this reference incorporated within it (the "Agreement"), pursuant to the schedule set forth therein. The City shall have no obligation to provide services to the Property not listed in the Agreement.

Section 7. 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 8. 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 9. 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

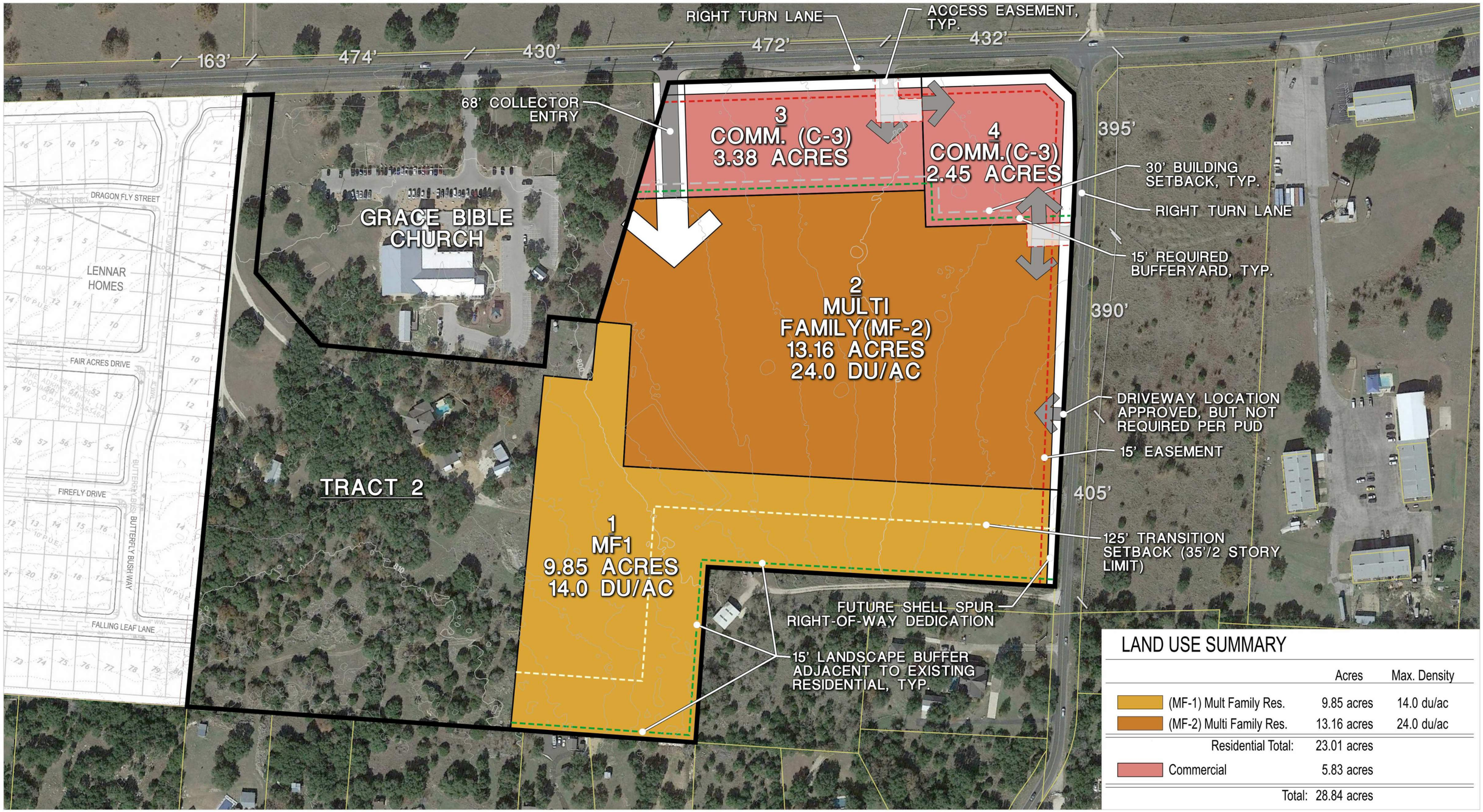
ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A



LAND USE SUMMARY

	Acres	Max. Density
(MF-1) Mult Family Res.	9.85 acres	14.0 du/ac
(MF-2) Multi Family Res.	13.16 acres	24.0 du/ac
Residential Total:	23.01 acres	
Commercial	5.83 acres	
Total:	28.84 acres	

North

0 100' 200' 400'

Scale: 1" = 200'

Date: November 21, 2025

CONCEPT PLAN
SHELL ROAD TRACT

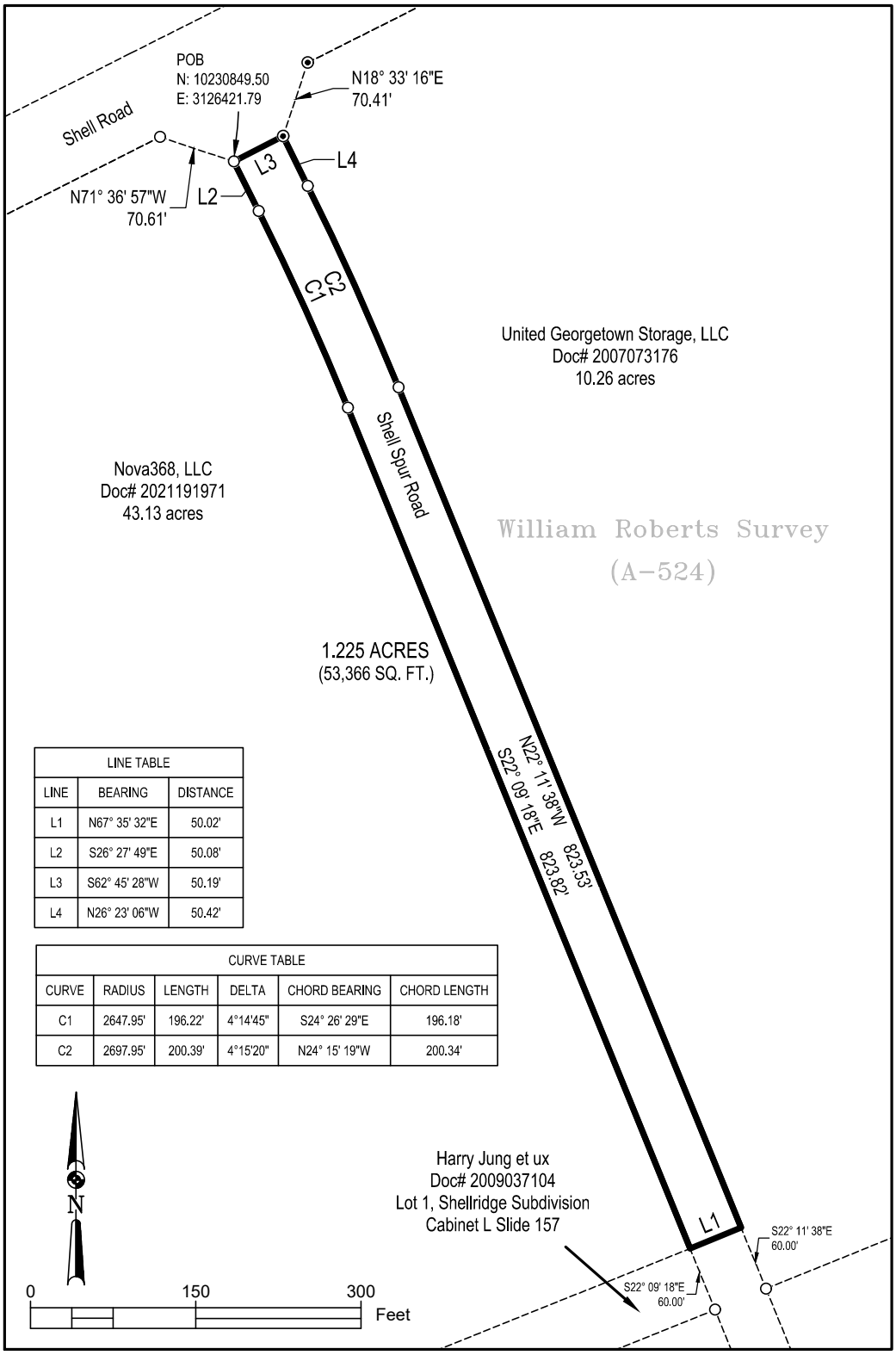
NOVA 368, LLC
GEORGETOWN, TEXAS

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

SHEET FILE: K:\230103-LDMDC\Cadfiles\PLANNING\Submittals\2025-11_PUD Concepts\Concept Plan.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and doe represent any regulatory approval. Plan is subject to change.

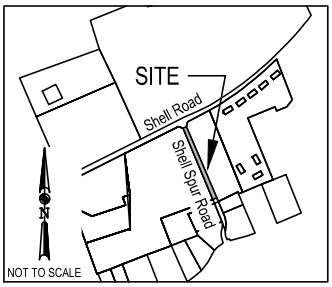
ANNEXATION PLAT "Shell Spur Road"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N67° 35' 32"E	50.02'
L2	S26° 27' 49"E	50.08'
L3	S62° 45' 28"W	50.19'
L4	N26° 23' 06"W	50.42'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	2647.95'	196.22'	4°14'45"	S24° 26' 29"E	196.18'
C2	2697.95'	200.39'	4°15'20"	N24° 15' 19"W	200.34'

LOCATION MAP



NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE. ALL DISTANCES ARE GRID VALUES, US SURVEY FEET.
2. THIS PLAT IS INTENDED ONLY FOR INCREASING MUNICIPAL CORPORATE LIMITS ONLY AND IS NOT INTENDED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY. CURRENT OWNERSHIP OF SHELL SPUR ROAD ASSUMED TO HAVE BEEN DEDICATED TO THE PUBLIC.
3. THIS TRACT BEING A 1.225 ACRE TRACT (MORE OR LESS), OUT OF WILLIAM ROBERTS SURVEY (A-524), WILLIAMSON COUNTY, TEXAS.
4. METES AND BOUNDS DESCRIPTION PROVIDED IN A SEPARATE DOCUMENT.

LEGEND

- ○ FOUND ½" IRON ROD
- ◉ FOUND ½" IRON ROD WITH RED CAP

DATE OF SURVEY: 3-30-2022
DATE OF DRAWING: 4-1-2022
DRAWN BY: JCN

MATKINHOOVER
ENGINEERING & SURVEYING

HEADQUARTERS
8 SPENCER ROAD SUITE 300
BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX:830.249.0099
3303 SHELL ROAD SUITE 3
GEORGETOWN, TEXAS 78628
OFFICE: 512.868.2244

GEORGETOWN, TEXAS REGISTERED SURVEYING FIRM F-10194347
BOERNE, TEXAS REGISTERED SURVEYING FIRM F-10024000
BOERNE, TEXAS REGISTERED ENGINEERING FIRM F-004512

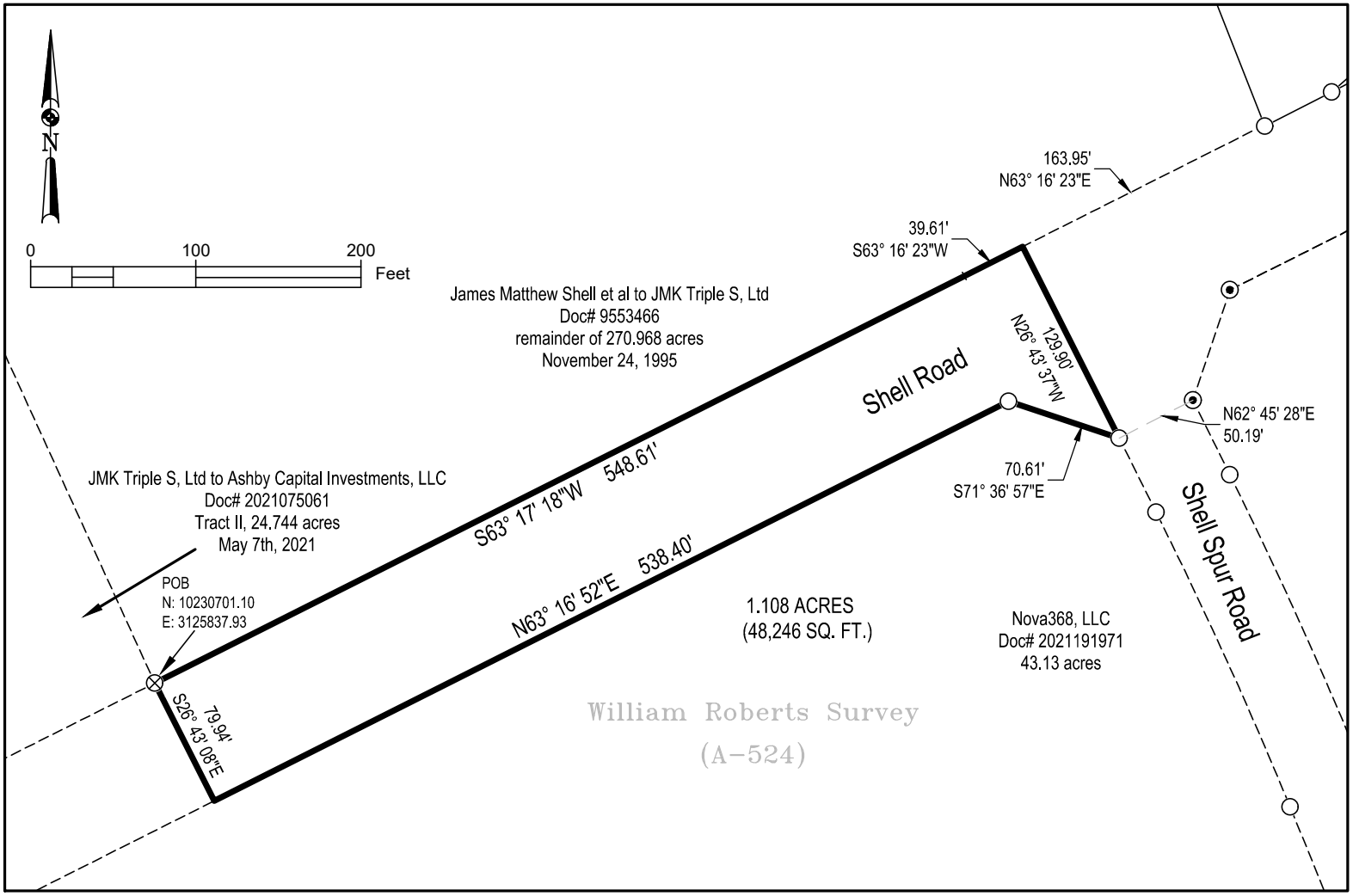
CIVIL ENGINEERS SURVEYORS LAND PLANNERS
CONSTRUCTION MANAGERS CONSULTANTS

STATE OF TEXAS
REGISTERED
JOSHUA C. NAUMANN
6883
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

JOSHUA C. NAUMANN DATE: APRIL 1, 2022
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6883
JNAUMANN@MATKINHOOVER.COM
JOB NO. 22-5026

ANNEXATION PLAT "Shell Road"



NOTES:

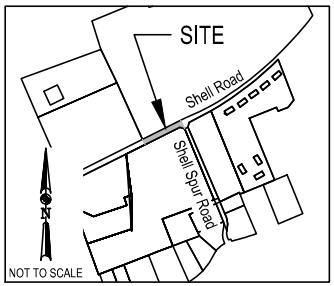
1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE. ALL DISTANCES ARE GRID VALUES, US SURVEY FEET.
2. THIS PLAT IS INTENDED ONLY FOR INCREASING MUNICIPAL CORPORATE LIMITS ONLY AND IS NOT INTENDED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY. CURRENT OWNERSHIP OF SHELL SPUR ROAD ASSUMED TO HAVE BEEN DEDICATED TO THE PUBLIC.
3. THIS TRACT BEING A 1.108 ACRE TRACT (MORE OR LESS), OUT OF WILLIAM ROBERTS SURVEY (A-524), WILLIAMSON COUNTY, TEXAS.
4. METES AND BOUNDS DESCRIPTION PROVIDED IN A SEPARATE DOCUMENT.

DATE OF SURVEY: 3-30-2022
DATE OF DRAWING: 4-1-2022
DRAWN BY: JCN

LEGEND

- ○ FOUND ½" IRON ROD
- ◉ FOUND ½" IRON ROD WITH RED CAP
- ⊗ FOUND ½" IRON ROD WITH BLUE CAP MARKED "QUICK"

LOCATION MAP



MATKINHOOVER
ENGINEERING & SURVEYING
HEADQUARTERS
8 SPENCER ROAD SUITE 300
BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX:830.249.0099
3303 SHELL ROAD SUITE 3
GEORGETOWN, TEXAS 78628
OFFICE: 512.868.2244
GEORGETOWN, TEXAS REGISTERED SURVEYING FIRM F-10194347
BOERNE, TEXAS REGISTERED SURVEYING FIRM F-10024000
BOERNE, TEXAS REGISTERED ENGINEERING FIRM F-004512
CIVIL ENGINEERS SURVEYORS LAND PLANNERS
CONSTRUCTION MANAGERS CONSULTANTS

STATE OF TEXAS
REGISTERED
JOSHUA C. NAUMANN
6883
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

JOSHUA C. NAUMANN DATE: APRIL 1, 2022
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6883
JNAUMANN@MATKINHOOVER.COM
JOB NO. 22-5026

EXHIBIT B

MATKINHOOVER
ENGINEERING
& SURVEYING

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

EXHIBIT C

MATKINHOOVER
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& SURVEYING

FIELD NOTES FOR A 1.108 ACRE TRACT OF LAND

Survey of a 1.108 acre tract (more or less) being a tract of land lying between the north and south lines of Shell Road at the intersection of Shell Spur and Shell Road, situated in the William Roberts Survey (A-524), in Williamson County, Texas, for the annexation of said tract into the municipal limits of the City of Georgetown, Texas, more further described by metes and bounds as follows:

BEGINNING at a ½" iron rod with blue cap marked "QUICK" (N: 10230701.10' E:3125837.93') found in the north line of Shell Road near a new stone fence post, the southeast corner of a 24.744 acre tract conveyed to Ashby Capital Investments, LLC by JMK Triple S, Ltd as described in Document No. 2021075061, Official Public Records Williamson County, Texas (O.P.R.W.C.), and a southwest corner of the remainder of a tract described as 270.968 acre tract conveyed to JMK Triple S, Ltd by James Matthew Shell *et al* in Document No. 9553466 (O.P.R.W.C.), for the northwest corner of this tract;

THENCE North 63° 17' 18" East along the north line of Shell Road and a south line of said 270.968 acre tract and generally with an existing wire fence a distance of **548.61 feet** to a point for a corner of this tract;

THENCE North 63° 16' 23" East along the north line of Shell Road and a south of said 270.968 acre tract a distance of **39.61 feet** and generally with an existing wire fence to a point in the south line of said 270.968 acre tract, the north line of Shell Road in in the existing fenceline, for the northeast corner of this tract, from which a found ½" iron rod, a corner of said 270.968 acre tract in the north line of Shell Road bears North 63°16'23" East a distance of 163.95 feet;

THENCE South 26° 43' 37" East across Shell Road a distance of **129.90 feet** to a ½" iron rod found in the west line of Shell Spur Road and in an existing fenceline for a northeast corner of the remainder of a 43.13 acre tract conveyed to Nova368, LLC by Daniel E. Adkins in Document No. 2021191971 (O.P.R.W.C.) for the southeast corner of this tract;

THENCE North 71° 36' 57" West along said fenceline and along a north boundary of said 43.13 acre tract a distance of **70.61 feet** to a ½" iron rod found in the south line of Shell Road for a north corner of said 43.13 acre tract and a north corner of this tract;

THENCE South 63° 16' 52" West along an existing fenceline, the south line of Shell Road and the north line of said 43.13 acre a distance of **538.40 feet** to a point in the south line of Shell Road and the north line of said 43.13 acre tract for a southwest corner of this tract, from which a ½" iron rod with cap marked "Forrest 1847" bears South 63°16'52" West a distance of 289.86 feet;

THENCE North 26° 43' 08" West a distance of **79.94 feet** across Shell Road to the Point of Beginning. Said tract being 1.108 acres or 48,246 square feet.

BASIS OF BEARINGS is the Texas Coordinate System of 1983, Central Zone. All distances are grid values.

This metes and bounds is part of an accompanying plat <ANNEXATION TRACT "Shell Road"> provided in a separate document.

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Job # 22-5026 1.108 Acres

Date: April 1, 2022

EXHIBIT D

MATKINHOOVER
ENGINEERING
& SURVEYING

FIELD NOTES FOR A 1.225 ACRE TRACT OF LAND

Survey of a 1.225 acre tract (more or less) being a tract of land lying between the east and west lines of Shell Spur Road south of the intersection of Shell Spur and Shell Road, situated in the William Roberts Survey (A-524), in Williamson County, Texas, for the annexation of said tract into the municipal limits of the City of Georgetown, Texas, more further described by metes and bounds as follows:

BEGINNING at a ½" iron rod (N: 10230849.50', E: 3126421.79') found in the west line of Shell Spur Road and in an existing fenceline and the west line of Shell Spur Road for a northeast corner of the remainder of a 43.13 acre tract conveyed to Nova368, LLC by Daniel E. Adkins in Document No. 2021191971 (O.P.R.W.C.) for the northwest corner of this tract;

THENCE North 62° 45' 28" East across Shell Spur Road a distance of **50.19 feet** to a ½" iron rod with red cap (chewed and illegible) found in the east line of Shell Spur Road found for a northwest corner of a 10.26 acre tract conveyed to United Georgetown Storage, LLC by Joy Shell Adkins and spouse *et al* as described in General Warranty Deed with Vendor's Lien in Document No. 2007073173 (O.P.R.W.C.) for the northeast corner of this tract;

THENCE South 26° 23' 06" East along the east line of Shell Spur Road and the west line of said 10.26 acre tract a distance of 50.42 feet to a ½" iron rod found for the PI of a curve to the right in Shell Spur Road and a point in the west line of said 10.26 acre tract and a PI in the east line of this tract;

THENCE along a curve to the right, with an arc length of **200.39 feet**, a radius of 2697.95 feet, a chord length of 200.34 feet, a chord bearing of South 24° 15' 19" East to a ½" iron rod found in the east line of Shell Spur Road and the west line of said 10.26 acre tract for a corner of this tract;

THENCE South 22° 11' 38" East along the east line of Shell Spur Road and the west line of said 10.26 acre tract and generally with an existing fence a distance of **823.53 feet** to a point for the southeast corner of this tract, from which a ½" iron rod found, the southwest corner of said 10.26 acre tract bears South 22°11'38" East a distance of 60.00 feet;

THENCE South 67° 35' 32" West a distance of **50.02 feet** to a point in the west line of Shell Spur Road and in the east line of a 43.13 acre tract conveyed to Nova368, LLC by Daniel E. Adkins in Document No. 2021191971 (O.P.R.W.C.)

THENCE North 22° 09' 18" West with the west line of Shell Spur Road and the east line of said 43.13 acre tract and generally following an existing fence a distance of **823.82 feet** to a ½" iron rod found in the west line of Shell Spur Road and the east line of said 43.13 acre tract, for PI of a curve to the left in Shell Spur Road and a PI in the west line of this tract;

THENCE along a curve to the left, with an arc length of 196.22 feet, a radius of 2647.95 feet, a chord length of 196.18 feet and a chord bearing of North 24°26'29" West to a ½" iron rod found in the west line of Shell Spur Road, said 43.13 acre tract and for corner in the west line of this tract;

THENCE North 26° 27' 49" West along the west line of Shell Spur Road and the east line of said 43.13 acre tract and generally with an existing fence a distance of **50.08 feet** to the Point of Beginning. Said tract being 1.225 acres or 53,366 square feet.

BASIS OF BEARINGS is the Texas Coordinate System of 1983, Central Zone. All distances are grid values.

This metes and bounds is part of an accompanying plat <ANNEXATION TRACT "Shell Spur Road"> provided in a separate document.



Job # 22-5026 1.225 Acres

Date: April 1, 2022

EXHIBIT E

Shell Spur Tract
Planned Unit Development
Development Plan

A. PROPERTY

The Shell Spur Tract Planned Unit Development (PUD) District is located at the southwest intersection of Shell Road and Shell Spur. It consists of approximately 28.93 acres described in **Exhibit B, Survey/Field Notes**, herein defined as "Property".

B. PURPOSE

The purpose and intent of the PUD zoning district is to develop a horizontally integrated mixed-use community with a mix of low and high density multi-family residential and commercial uses. This PUD serves to augment and/or modify the standards for development outlined in the City of Georgetown Unified Development Code (UDC) in order to implement the vision for the Property and insure a cohesive, quality development not otherwise achieved solely by the underlying base zoning district.

A Land Use Plan has been attached to this PUD, **Exhibit C, Conceptual Land Use Plan**, to illustrate the design intent for the Property. The Conceptual Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document. The Conceptual Land Use Plan depicts residential products, open space areas and non-residential uses which are contemplated within the community.

C. APPLICABILITY AND BASE ZONING

All aspects regarding the development of this PUD shall comply with the UDC, and other applicable provisions in the City's Code of Ordinances in place at the time of the effective date of the annexation of the Property, except as modified within this PUD or the exhibits attached to the PUD Ordinance. Each development within this PUD shall conform to a base zoning district per UDC Section 4.06.010.A "Compatibility with Base Zoning District."

1. Base Zoning

This PUD will have three character and use zones, as described below:

a. **Tract 1** – Low Density Multifamily (MF-1) base zoning.

b. **Tract 2 –** High Density Multifamily (MF-2) base zoning.

c. **Tract 3**– General Commercial (C-3) base zoning.

d. **Tract 4 –** General Commercial (C-3) base zoning.

In the case that this PUD does not address a specific City requirement, the Georgetown UDC and other Ordinances noted above shall apply. In the event of a conflict between the regulations of this PUD and the regulations of the base zoning district, the PUD shall control.

D. CONCEPTUAL LAND PLAN

A Land Use Plan has been attached to this PUD, **Exhibit C, Conceptual Land Use Plan**, to illustrate the design intent for the Property. The Conceptual Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document. The Conceptual Land Use Plan depicts residential products, open space areas and non-residential uses which are contemplated within the community.

E. LAND USES

The uses allowed within the PUD Area(s) below shall comply with the list of allowed and prohibited uses defined in the UDC Zoning Use Figures and Tables, with the following exceptions;

Tract 2- Multi family, Detached Dwelling Unit shall be a permitted use.

Tract 3- The following uses shall be prohibited:
- Multifamily, Attached Dwelling Units
- Motel
- Hotel, Extended Stay
- Hotel, Boutique
- Hotel, Full Service
- Hotel, Limited Service
- Dance Hall or Night Club
- Major Event Entertainment
- Event Facility
- Driving Range

- Firing Range, Indoor
- Laundromat
- Small Engine Repair
- Funeral Home
- Self Storage, Outdoor
- Self Storage, Indoor
- Manufactured Housing Sales
- Automobile Sales, Rental or Leasing Facility
- Commercial Vehicle Sales, Rental or Leasing Facility
- Automobile Parts and Accessories Sales, Outdoor
- Automobile Repair and Service, General
- Fuel Sales
- Recreational Vehicle Sales, Rental or Service
- Heliport
- Bus Barn
- Parking Lot, Off-Site
- Parking Lot, Commercial
- Park-n-Ride Facility
- Private Transport Service Dispatch Facility
- Transit Passenger Terminal
- Lumber Yard
- Seasonal Product Sales
- Blood or Plasma Center
- Flea Market
- Pawn Shop
- Personal Services, Restricted
- Kennel
- Live Music or Entertainment
- Correctional Facility
- Recreational Vehicle Sales, Rental or Service
- Car Wash

Tract 4 –

All uses prohibited for Tract 3, listed above, shall also be prohibited for Tract 4, with the following exception:
Fuel Sales shall be permitted as a limited use on Tract 4 shown in Exhibit D with the standards and limitations outlined below and as shown on Exhibit D:

1. Bufferyard:
    a. A 6’ high opaque screening wall shall be provided along the south property line.
    b. One shade tree, two evergreen ornamental trees and eight evergreen shrubs shall be provided every 50 linear feet of buffer yard on the southern property line.
    c. Provisions a & b above do not apply to areas used for driveway and/or cross access.

2. Setback:
    a. A 30’ rear setback from the southern property line shall be required.
    b. Drive aisles, light fixtures, and garbage storage/dumpsters may be located within a required setback but not the required bufferyard.

4. Underground storage tank setback:
    An underground storage tank shall not be located within 150' of a residentially zoned property line except in instances where there is a building located between the fuel tank and the residentially zoned property line. In no instance shall a storage tank be located within 100' of a residentially zoned property line.
5. Lighting:
    a. Section 7.04 – Lighting Standards shall apply to the Property.
    b. All site lighting must be designed and installed so that the level of illumination as measured in foot candles at a height of three feet at the property line does not exceed one-foot candles.

6. Fuel Positions:
    a. No more than 8 multi-fuel dispensers shall be permitted.
    b. Separate high-floor diesel islands meant to service large vehicles, similar to semi-trucks, shall be prohibited.

7. Architectural Standards:
    a. The fuel canopy shall be constructed of similar materials and color palate to the primary structure.
    b. A fuel canopy shall not be located within 100' of a residentially zoned property line except in instances where there is a building located between the fuel tank and the residentially zoned property line. In no instance shall a fuel canopy be located within 100' of a residentially zoned property line.
8. Hours of operation:
    a. The Fuel Sales use shall only operate between the hours of 5 am-12am.

F. DEVELOPMENT STANDARDS

1. Building Height:

a. Tract 1 –

i. A 125’ Transition Setback shall be established adjacent to single-family platted lots to the southern property line for Tract 1 (the “Transition Zone”) as shown on Exhibit C. The transition setback shall limit new development to 2-stories and up to thirty-five feet (35’) in height.

ii. Finished floor elevation will be no more than 7 feet above natural grade prior development.

iii. Residential units may not be vertically stacked and each unit must have a ground-floor entrance.

2. Impervious Cover:

a. Tract 1 --The impervious cover limit for the MF-1 residential portion of the Property is set at 60 percent (60%) impervious coverage.

b. Tract 2 -- In the event that a Multifamily, Detached Dwelling Units use is developed on Tract 2, the impervious cover will be a maximum of 60%.

c. Tracts 1-4 --

i. The maximum allowable impervious cover shall be determined based on the overall property acreage of 28.93 acres.

ii. The impervious cover allowed for this development shall not exceed 718,762 if Tract 2 is developed as a Multifamily, Attached Dwelling Unit use or 776,087 SF if Tract 2 is developed as a Multifamily, Detached Dwelling Units use.

iii. The square feet of impervious cover will be allocated for the individual lots and shall be tracked by the developer, initially, and ultimately by the property owner’s association, once formed.

3. Building Design Standards:

All new structures within this Development shall be in conformance with the applicable provisions in UDC Chapter 6 and 7 with the following amendments:

a. Tract 1- A condominium plat is required to be recorded in line with Texas Property Code Chapter 82 prior to receiving a Certificate of Occupancy or a building final inspection.

b. Tract 1 & 2 –

i. The building separation shall be a minimum of 6', so long as all applicable fire codes are met.

ii. In the event that a Multifamily, Detached Dwelling Units use is developed on Tract 2, The building separation shall be a minimum of 6', so long as all fire codes are met.

G. VEHICULAR ACCESS AND CIRCULATION

1. Vehicular access:

a. The driveway and roadway connections shown on Exhibit C along Shell Road and Shell Spur are permitted by right for full access connections in the locations shown, Minor adjustments to the exact driveway or roadway connections are permissible, if the driveway spacing meets or exceeds the minimum of 425 feet on Shell Road and 360 feet on Shell Spur.

i. Driveway spacing for private driveways from public roadway shall be measured from the edge of the existing pavement to the center of the driveway.

ii. Driveway spacing for private dirveways shall be measured from center of driveway to center of driveway.

iii. The developer acknowledges that full access may be removed with the construction of the full build-out of Shell Road as contemplated in the City of Georgetown Future Mobility Plan.

b. Section 12.05.010, 12.05.020 and 12.05.030 of Chapter 12 of the UDC is not applicable to the PUD and is replaced with the following requirements:

i. A private drive, extending from Shell Road to Tract 1, shall be provided and constructed to Neighborhood Collector standards as defined in the UDC.

ii. Two right-turn lanes shall be provided, one at an entrance from Shell Road, and one at an entrance from Shell Spur.

iii. Section 12.09- Traffic Impact Analysis of the UDC is not applicable to the PUD.

iv. Vehicular access must comply with all applicable fire codes.

v. Driveway/ access must meet sight distance requirements.

H. LANDSCAPE AND BUFFER REQUIREMENTS

Landscaping for this Development shall be in conformance with Chapter 8 of the UDC unless otherwise stated in this Development Plan.

1. **Tract 1—southern property line only**
   - **a.** A medium level bufferyard adjacent to existing single-family platted lots to the south shall consist of the following, as shown on Exhibit C:
     - A 15-foot wide planting area;
     - One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet of bufferyard.
   - **b.** Fences may be installed within the bufferyard to create private backyards for residential units.
   - **c.** When easements and cross-access conflict with bufferyard requirements, the tree planting area shall be set back to accommodate the planting of shade trees.
   - **d.** Bufferyard may include accessory structures such as sheds.

I. TREE PRESERVATION AND PROTECTION

Tree preservation and protection for this Development shall be in conformance with Chapter 8 of the UDC unless otherwise stated in this Development Plan:

1. **Tract 3-- Removal of Heritage Trees:**
   - **a.** Heritage Trees may be removed by-right without a Tree Removal Permit.

J. PARKLAND AND COMMON AMENITY AREA

1. **Parkland:**

   Parkland obligations shall be satisfied through fee-in-lieu per UDC Section 13.08 Parkland.

2. **Common Amenity Areas for Tracts 1 & 2:**

   - **a.** Common amenity areas shall be provided for the enjoyment of residents

within this PUD. A 5’ sidewalk shall be provided along one side of all private roadways within this PUD to provide pedestrian access to amenities.

b. A minimum of two (2) amenities shall be provided for Tract 2.

c. A minimum of one (1) amenity shall be provided for Tract 1.

d. All amenities shall be maintained by the onsite property management, Condominium Association, or Home Owners Association.

e. Amenity elements may be used multiple times and within the same vicinity and may include:

- Pool and spa
- Picnic areas
- Landscaped seating areas
- Fenced dog park
- Outdoor game area
- Indoor workout area
- Outdoor workout area
- Community garden
- Amenitized heritage tree grove
- Pavilion
- Trails
- Tennis Court
- Pickleball Court
- Basketball Court
- Workout stations
- Turf play lawn
- Water and electrical connections to accommodate a food truck.
- Splash Pad
- Community Art
- Garden with on-site educational materials providing information about the flora and/or fauna of the garden area.
- Any other amenity as approved by City of Georgetown staff.

f. No outdoor grills and/or fire pits which are community amenities shall be closer than 150’ from the southern property boundary. This does not apply to grills or fire pits used by individual residents as part of the use and enjoyment of their residential unit or home.

g. Any pool, spa and/ or a splash pad shall be no closer than 100’ from the southern property line

h. All outdoor amenities shall operate no later than 10 pm.

K. UTILITY PROVISIONS

a. Existing well- Any existing wells on the Property shall not be used as a water resource for any development within the Property.

b. Water Meter—For purposes of applying water meter regulations, Tract 1 shall be served with 1 (one) master water meter and may share a master meter with an

adjacent property, so long as no more than 521 total residential units utilize the master meter..

L. PUD MODIFICATIONS

In conformance with section 4.06.010.d.3 of the UDC, modifications to this development plan shall require city council approval of an amendment to this PUD processed pursuant to section 3.06 of the UDC, except, where the director of planning determines such modifications to be minor, the director may authorize such modifications. Minor modifications may include changes to building sizes, uses, or locations providing those modifications conform to the general intent of this PUD, uses authorized by this PUD, or to applicable provisions of the UDC and any other applicable regulations. So long as the C-3 acreage is maintained at a minimum of 4.9 acres, a deviation of up to +/- 15% of the acreage for the base zoning districts shall be approved by the Director as a minor modification.

M. LIST OF EXHIBITS

- **Exhibit A** – PUD Development Plan
- **Exhibit B** – Legal Description
- **Exhibit C** – Conceptual Land Plan
- **Exhibit D**—Fuel Sales Use

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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;

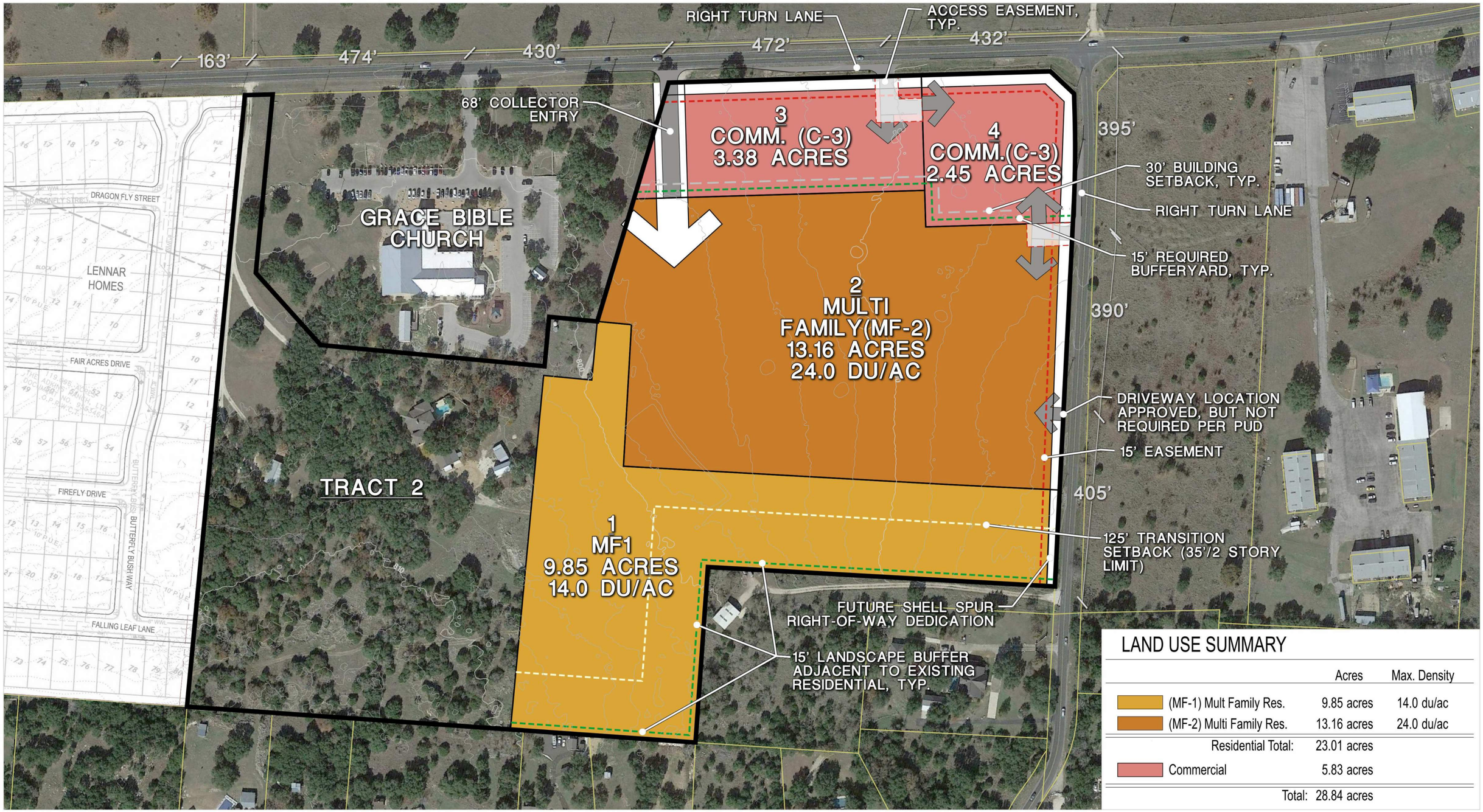
THENCE: **N 08° 20' 59" W**, with the common line between said 10.03 acre tract and said 43.13 acre tract, a distance of **540.72 feet** to the **POINT OF BEGINNING** and containing **28.93 acres of land**, situated in Williamson County, Texas.

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



LAND USE SUMMARY

	Acres	Max. Density
(MF-1) Mult Family Res.	9.85 acres	14.0 du/ac
(MF-2) Multi Family Res.	13.16 acres	24.0 du/ac
Residential Total:	23.01 acres	
Commercial	5.83 acres	
Total:	28.84 acres	

EXHIBIT C
CONCEPT PLAN
SHELL ROAD TRACT

NOVA 368, LLC
GEORGETOWN, TEXAS

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

North

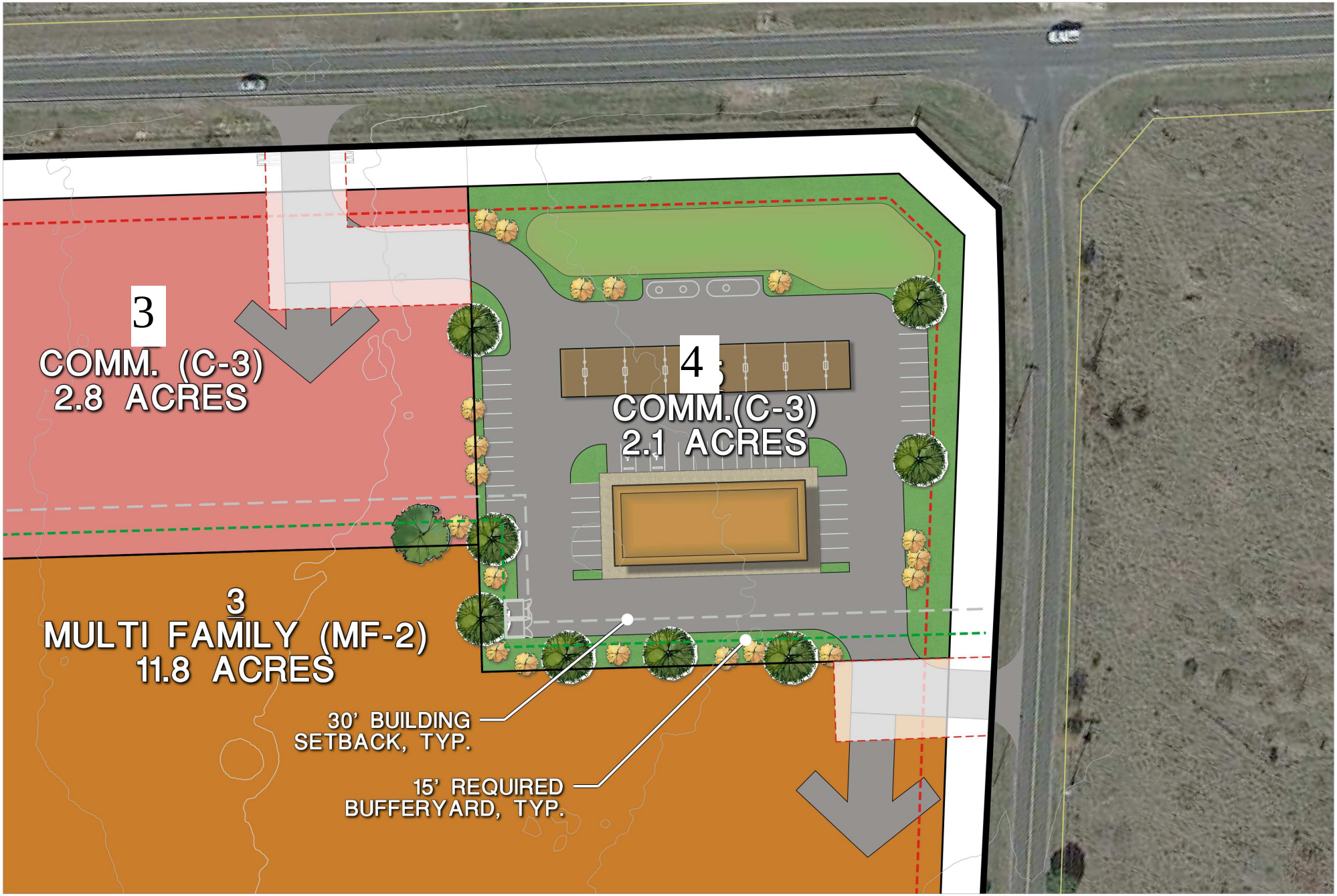
0 100' 200' 400'

Scale: 1" = 200'

Date: November 21, 2025

SHEET FILE: K:\230103-LDMDC\Cadfiles\PLANNING\Submittals\2025-11_PUD Concepts\Concept Plan.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and doe represent any regulatory approval. Plan is subject to change.



0 40' 80' 120'

North

Scale: 1" = 80'

Date: March 14, 2025

SEC Planning, LLC

Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

PARCEL 5-C STORE SITE PLAN

NOVA 368, LLC

GEORGETOWN, TEXAS

SHEET FILE: K:\230103-LDMDC\Cadfiles\PLANNING\Submittals\2025-03_PUD Concept Plan\Concept.dwg

Base mapping compiled from best available information.. should be considered as preliminary, in need of verificatic subject to change. This land plan is conceptual in nature represent any regulatory approval. Plan is subject to change.

EXHIBIT F

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF GEORGETOWN, TEXAS

AND NOVA368 LLC

This Municipal Services Agreement ("Agreement") is entered into on the 10 day of February, 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 10 day of February, 2026, by Josh Schroeder, Mayor of the City of Georgetown, a Texas municipal corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

KAREN FROST
Notary Public, State of Texas
Comm. Expires 05-24-2028
Notary ID 10536084

(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

MATKINHOOVER
ENGINEERING
& SURVEYING

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;

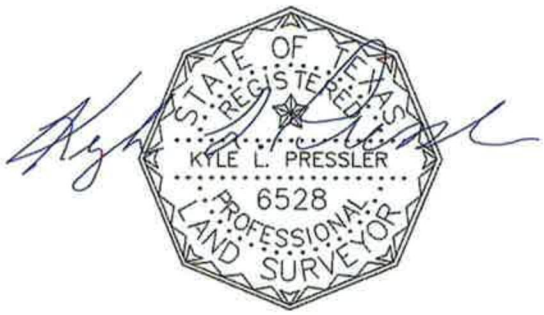
THENCE: S 69° 01' 34" W, with the southerly line of said 43.13 acre tract and the northwesterly lines of Logan Ranch Section 1 Subdivision and Resubdivisions of record in the following plats; Cabinet DD, Slide 380, Cabinet E, Slide 7 and Cabinet G, Slide 207, all of the Plat Records of Williamson County, 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
April 14, 2026

SUBJECT:
First Reading - 2025-12-ANX - 2200 Shell Road and Shell Spur, 14.20 Acres

SUGGESTED ACTION:
Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, approximately 14.20 acres in the Robert Williams Survey, Abstract 524, as the Planned Unit Development (PUD) zoning district, with portions of Right-Of-Way for Shell Road and Shell Spur, for the property generally located at 2200 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 Low Density Multifamily (MF-1).

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 complies with two, partially complies with two, and does not comply with one of the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, and complies with one, partially complies with one, and does not comply with four of the criteria and objectives established in UDC Section 3.06.040 for a Planned Unit Development (PUD), 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 (14 notices mailed), a legal notice advertising the public hearing was placed in the Sun Newspaper (Sunday, January 18, 2026) and signs were posted on-site. As of the publication date of this report, staff has received 0 written comments in favor and 4 in opposition of the request.

Planning and Zoning Commission Recommendation:

At their February 3, 2026 meeting, the Planning and Zoning Commission recommended disapproval (7-0) of the request.

FINANCIAL IMPACT:

None. The applicant has paid the required application fees.

SUBMITTED BY:
Haley Webre, Planning Department

ATTACHMENTS:
P&Z Staff Report.pdf
2025-12-ANX Staff Presentation.pdf
Exhibit 1 - Location Map.pdf
Exhibit 2 - Zoning Map.pdf
Exhibit 3 - Future Land Use Map.pdf
Exhibit 4 - PUD Development Plan.pdf
Exhibit 5 - Letter of Intent.pdf
Exhibit 6 - Returned Letters.pdf
2025-12-ANX Ordinance with Exhibits.pdf

Planning and Zoning Commission
Planning Department Staff Report

Report Date:	March 16, 2026
Case No:	2025-4-ANX and 2025-12-ANX
Project Planner:	Ryan Clark, AICP, Planning Manager

Item Details

Project Name:	Shell Spur Tract PUD and Annexation
Project Location:	Generally located at the southwestern corner of the intersection of Shell Spur and Shell Road, within City Council district No. 5.
Total Acreage:	28.93 acres (2025-4-ANX) & 14.20 acres (2025-12-ANX)
Legal Description:	**(2025-4-ANX)** A 28.93 acres tract of land, lying within the William Roberts Survey, Abstract 524, Williamson County, Texas, and being a portion of a called 43.13 acre tract of land described in Document No. 2021191971 in the Official Public Records of Williamson County, Texas. (2025-4-ANX) **(2025-12-ANX)** A 14.20 acres tract of land, lying within the William Roberts Survey, Abstract 524, Williamson County, Texas, and being a portion of a called 43.13 acre tract of land described in Document No. 2021191971 in the Official Public Records of Williamson County, Texas. (2025-12-ANX)
Applicant:	H.D. Brown Consulting, c/o Amanda Brown
Property Owner:	Nova 368, LLC, c/o Vinod Nagi
Request:	Zoning Map Amendment to zone, upon annexation, the subject property as a **Planned Unit Development (PUD)**, with base zoning districts of **Low-Density Multifamily (MF-1), High Density Multifamily (MF-2), and General Commercial (C-3)**. This request consists of two separate applications filed under 2025-4-ANX and 2025-12-ANX. Both applications have been reviewed by staff in a unified analysis due to the same PUD requirements for both applications where MF-1 district is proposed. The applicant has split the application so that they may potentially withdraw the 14.20 acre western portion if sold to the adjacent Grace Bible Church.
Case History:	This is the second public hearing of this request. This request was previously heard at the Planning and Zoning Commission on August 19, 2025. The Commission recommended denial of the request, 7-0. On February 3, 2026, the Planning and Zoning Commission reviewed the revised proposal and recommended denial of the request again, 7-0.

Overview of Applicant's Request

The applicant is seeking to annex the subject property into the City Limits with base zoning districts of Low Density Multifamily (MF-1), High Density Multifamily (MF-2), and General Commercial (C-3). The applicant's letter of intent states that the intent of the development is to provide a horizontally integrated, mixed-use community with a mix of low- and high-density residential products in addition to C-3 zoned commercial space. The 14.20 acres of land that encompasses application 2025-12-ANX is only seeking the MF-1 district and has identical standards to the MF-1 requested as part of 2025-4-ANX.

The application will also require the annexation of adjacent right-of-way (ROW). It will include the lengths of Shell Road and Shell Spur adjacent to the subject properties as well as the intersection for Shell Road and Shell Spur. If the annexation is approved, the development of the site will include the construction of traffic signals at the intersection.

Site Information

Location:
The subject properties are located at the southwest corner of the intersection of Shell Road and Shell Spur in northwest Georgetown. The subject property borders the Logan Ranch neighborhood to the south and a newly proposed residential neighborhood to the west. Grace Bible Church sits north of the subject site along Shell Road.

Physical and Natural Features:
The subject property can be described as a mostly flat, undeveloped tract. The property is scattered with trees, with the densest canopy located on the southwestern portion of the site. There is a private road and a single family home adjacent to the Grace Bible Church site.

Future Land Use and Zoning Designations:
The subject properties consist of two future land use categories. Near the intersection of Shell Road and Shell Spur, the property is designated as Community Center. The remainder of the property has a Mixed-Density Neighborhood Future Land Use Designation. The property does not have a current zoning district as it lies within the City's extraterritorial jurisdiction (ETJ).

Surrounding Properties:
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	RS/Unentitled	Community Center/Mixed Density Neighborhood	Residential Estate/Undeveloped
East	Unentitled	Community Center/Neighborhood	Indoor Gymnasium, Business Center, General Retail
South	Unentitled	Neighborhood	Large Lot Residential
West	Residential Single Family	Mixed Density Neighborhood	Grace Bible Church/Residential Single Family



Property History:
This is the third development application for this property. Previously, the subject property requested annexation with initial zoning of MF-1 and C-1 in 2022. The request was withdrawn before Council action. In 2023, another annexation request was made with an initial zoning of PUD (MF-1, C-1). This request was also withdrawn. After the second annexation request was withdrawn, the property owners voluntarily disannexed the property from the City's ETJ. In addition to pursuing annexation again, the property owners have applied for a Texas Land Application Permit (TLAP) permit with the Texas Commission on Environmental Quality (TCEQ). If not annexed, a TLAP permit would provide a wastewater solution for the property without using the City's wastewater infrastructure.

Comprehensive Plan Guidance

Community Center (CC)

Community Centers (CC) are typically configured as "nodes" of smaller scale at the intersection of arterial roads and other major thoroughfares. These developments provide local retail, professional office, and service-oriented businesses that serve the residents of Georgetown. While typically auto-oriented, pedestrian connections to the surrounding neighborhoods are provided. Well integrated residential developments, which encourage the interaction of residents and businesses, are appropriate and vertical mixed use encouraged. To promote the interaction of integrated and adjacent residential development, these areas emphasize quality building and site design, such as enhanced architectural features, landscaping, and prominent pedestrian facilities.

DUA: 14 or more

Target Ratio: 80% nonresidential, 20% residential

Primary Use: Small to mid-size retailers

Secondary Uses: Medium and high density residential, local restaurants, specialty retailers, professional office, and civic uses

Mixed-Density Neighborhood (MDN)

This category includes a blend of single-family and medium-density housing types. Medium density housing options are consistent with and complementary to the traditional single-family neighborhood with emphasis on connectivity and access to neighborhood amenities including schools and parks. Development standards for medium density housing and any nonresidential uses are in place to ensure compatibility through increased setbacks for taller buildings, architectural designs that are consistent with the neighborhood, location of more intense uses and development nearer to the edge of developments, and enhanced landscaping. Additionally, any non-residential uses are located primarily at arterials and other major roadway intersections and include appropriate buffering and pedestrian orientation to support the surrounding residents.

DUA: 5.1-14.0

Target Ratio: 80% residential, 20% nonresidential

Primary Use: Variety of single-family home types (detached, duplex, townhome)

Secondary Uses: Limited neighborhood-serving retail, office, institutional, and civic uses

Utilities

The subject properties are located within the City's service area for water and are within range to connect to the City's wastewater upon annexation. Additionally, it is located within the Pedernales Electric Cooperative (PEC) service area for electricity. Water and wastewater service is dependent upon the completion of several off-site infrastructure extensions. The applicant has applied for a development agreement with the City for accommodations to assist in the provision of public utilities.

Transportation

The subject properties are serviced by Shell Road, which is identified in the Future Mobility Plan as a major arterial. Arterial streets provide circulation 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.

Major arterials connect major traffic generators and land use concentrations and serve much larger traffic volumes over greater distances. A 2021 bond has provided funding to expand Shell Road from Williams Drive, north to Sycamore Street, to a four-lane divided arterial road. There are currently no plans for road improvements north of Sycamore heading toward SH 195.

The western subject properties portion of the 2025-4-ANX application also have frontage along Shell Spur, which is classified in the Overall Transportation Plan as a Collector. These streets are intended to balance traffic between arterial streets and local streets. These streets tend to carry a high volume of traffic over shorter distances, providing access and movement between neighborhoods, parks, schools, retail areas and the arterial street system.

Proposed Zoning district

The Planned Unit Development (PUD) Development Plan proposes the following modifications to the base zoning districts:

General Commercial (C-3) base zoning district (For 2025-4-ANX only):
The General Commercial (C-3) zoning district is intended to provide a location for general commercial and retail activities that serve the entire community and its visitors. Uses may be large in scale and generate substantial traffic, making the C-3 District only appropriate along freeways and major arterials.

In addition to the development standards of C-3, the PUD makes the following modifications:

Standard	UDC	PUD
Use	-	The PUD prohibits a number of uses on both commercial lots as seen on pg. 2 & 3 of the Development Plan.
Fuel Sales	Fuel Sales requires an SUP in the C-3 zoning district.	Fuel Sales to be allowed by right limitations seen on pg. 4) on tract 5 of the PUD.

Low Density Multifamily (MF-1) base zoning district (Applicable to both 2025-4-ANX and 2025-12-ANX):
The **Low Density Multi-Family (MF-1)** zoning district is intended for attached and detached multi-family residential development, such as apartments, condominiums, triplexes, and fourplexes, at a density not to exceed 14 dwelling units per acre (DUA). The MF-1 District may be appropriate in the Moderate Density Residential area based on location, surrounding uses, and infrastructure impacts. Properties zoned MF-1 should have convenient access to major thoroughfares and arterial streets and should not route traffic through lower density residential areas. The MF-1 District is appropriate adjacent to both residential and non-residential districts and may serve as a transition between single-family districts and more intense multi-family or commercial districts.

In addition to the development standards of MF-1, the PUD makes the following modifications:

Standard	UDC	PUD
Impervious Cover	50%	60%
Building Height	35 feet	125' transition setback shall be established adjacent to SF lots on southern property line of tract 2 and western boundary of tract 1. Limited to two stories in height within this zone.
Multi-Family Unit Regulations	-	- A condominium plat is required to be recorded prior to receiving a Certificate of Occupancy. - No vertically stacked units - Finished floor elevation no more than seven feet above natural grade. - Increased setback for outdoor amenities to southern property line

High Density Multi-Family (MF-2) base zoning district (Applicable only to 2025-4-ANX):
The High Density Multi-Family (MF-2) zoning district is intended for attached multifamily residential developments, such as apartments and condominiums, at a density not to exceed 24 dwelling units per acre. The MF-2 District is appropriate in areas designated on the Future Land Use Plan as high density residential or one of the mixed-use categories. Properties zoned MF-2 should have direct access to major thoroughfares and arterial streets and should not route traffic through lower density residential areas. The MF District is appropriate adjacent to both residential and non-residential districts and may serve as a transition between single-family districts and more intense commercial districts.

In addition to the development standards of MF-2 the PUD makes the following modifications:

Standard	UDC	PUD
Impervious Cover	50%	60% (In the event tract 3 is developed with Multi-family, detached.)
Architectural Standards	UDC 6.02.080 and 090 – Minimum Building Separation of ten feet	Buildings shall be a minimum of six feet apart if compliant with Fire Code.

In addition to the modifications listed above, the PUD makes the following modifications applicable to the whole development (For both 2025-4-ANX and 2025-12-ANX):

Standard	UDC	PUD
Subdivision and Street Design	12.05.10, 12.05.20, 12.05.30 (standards pertaining to street network connections, street and block standards, and inter-parcel connectivity	12.05.10, 12.05.20, and 12.05.30 shall not apply to this project. Instead: i. A private drive, extending from Shell Road to Tract 1, shall be provided and constructed to Neighborhood Collector standards as defined in the UDC. ii. Two right-turn lanes shall be provided, one at an entrance from Shell Road, and one at an entrance from Shell Spur. iii. The extension of Falling Leaf Lane is not required; however, a connection may be made with a private access road or a public road extension.
Tract 4- Fuel Sales Use	UDC Section 5.04 - Fuel Sales requires an SUP, which may impose additional site restrictions to ensure compatibility	-Tract 4 may be developed with one Fuel Sales Use by right -Increased setback -Enhanced buffer landscaping with trees - setbacks for underground storage tank -limits on lighting -limit to eight fuel pumps - Increased distance of pumps from residentially zoned property -limit on hours of operation

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. The applicant is still in discussion with City Staff for the provision of Utility Services as part of the Development Agreement and includes the potential requirements for the applicant to construct a lighted signal at the Shell Road and Shell Spur intersection.

Approval Criteria

Staff has reviewed the proposed rezoning request and has found that it complies with two and partially complies with three of 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**
This application was reviewed by staff and deemed to be complete.	
2. The zoning change is consistent with the Comprehensive Plan.	**Partially Complies**
The subject property carries two Future Land Use Designations. The portion of the property closest to the intersection of Shell Road and Shell Spur is designated as Community Center, with the remaining portion designated as Mixed-Density Neighborhood. The subject request partially complies with the Comprehensive Plan by providing an opportunity to develop the commercial and medium density uses intended for these areas but lacks the design standards to ensure the built environment reflects the intended vision for each future land use designation. The proposed PUD offers three modified zoning districts: Low-density Multifamily (MF-1), High-Density Multifamily (MF-2), and General Commercial (C-3). Modifications to these zoning districts can be seen on pages five and six of this report and within the development plan. While the density of the MF-1 district aligns with the MDN future land use area, the site design standards within the PUD do not guarantee the overall development is consistent or complimentary to a traditional single-family neighborhood, as intended in the Comprehensive Plan. The multi-family could look similar to a single-family home or townhome but will not be required to provide public streets, public sidewalks internal to the development, or connectivity requirements of standard single-family developments. Further, the Comprehensive Plan calls for vertical mixed use when proposing a residential product in a Community Center. While the uses in both the C-3 and MF-2 zoning district proposed with this PUD can be appropriate, they aren't organized in a vertical mixed-use format as desired by the Comprehensive Plan.	
3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	**Partially Complies**
The request will comply with the UDC for Health and Safety standards and generally be aligned with the standard requirements for multi-family, commercial, and fuel sales. However, the proposed Multi-Family is not aligned with the character of the area or what is recommended by the Comprehensive Plan.	
4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	**Partially Complies**

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
The proposed C-3 zoning district is generally appropriate at the corner of Shell Spur and Shell Road. The PUD proposes that tract 4 (corner lot immediately adjacent to the intersection) would be allowed to develop a fuel sales site by right. Additional standards have been introduced to ensure a proper buffer is maintained between this future fuel sales site and the adjacent residential uses. The proposed Low-Density Multifamily (MF-1) district will allow for significantly denser residential development than what currently exists in the area with a maximum rate of 14 dwelling units per acre compared to the adjacent single-family uses that range from less than one unit per acre for the homesteads in the Logan Ranch Subdivision, to up to five units per acre in the Woodfield Preserve development.	
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 is large enough to support the proposed development. Water and electric infrastructure are accessible to connect to at the time of construction. Wastewater is not currently available at the site, but a 30-inch wastewater line is located approximately half a mile from the subject property, which the developer plans to extend and gain access to. The applicant has indicated that while no formal plans for the extension have been submitted, they have worked out a solution to bring wastewater to the site. There are no other natural or man-made barriers that would impede development on this site.	

In addition to the rezoning criteria above, staff has reviewed the request and determined that the proposed request complies with one, partially complies with two, and does not comply with three of the criteria and objectives established in UDC Section 3.06.040 for a Planned Unit Development (PUD), as outlined below:

PLANNED UNIT DEVELOPMENT (PUD) APPROVAL CRITERIA	
1. A variety of housing types, employment opportunities, or commercial services to achieve a balanced community.	**Partially Complies**
While the proposed PUD does provide three separate land use types, it does not introduce development standards that differentiate the project from standard MF zoning. The provision of General Commercial zoning along Shell Road has the potential to increase the variety of commercial uses seen in the area.	
2. An orderly and creative arrangement of all land uses with respect to each other and to the entire community.	**Partially Complies**
The proposed PUD orders its zoning districts in a logical fashion. The commercial is placed at the intersection of Shell Road and Shell Spur with the High-Density and Low-Density multifamily placed behind it to create some transition into adjacent residential areas. The PUD proposes the lower density development adjacent to the existing homes to the south of the property to serve as a buffer between the homes and the commercial and higher density developments. Further, no stacked units are being proposed in order to respect the surrounding established neighborhoods.	

PLANNED UNIT DEVELOPMENT (PUD) APPROVAL CRITERIA	
3. A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways, and pedestrian walkways.	**Does Not Comply**
The proposed PUD utilizes default MF zoning districts without additional standards internal to the site that would provide for a transportation network aligned with the standards of the UDC. The PUD does not enhance the transportation standards applicable to Multi-Family and Commercial zoning and will have a lower amount of pedestrian and vehicular facilities than a typical RS neighborhood.	
4. The provisions of cultural or recreational facilities for all segments of the community.	**Does Not Comply**
The proposed PUD does not provide standards that will ensure the provision of cultural or recreational facilities for the community. The multi-family portion of the PUD will provide common area amenities to be utilized by the residents of this PUD, but those will not serve the greater community. Additionally, all internal streets and sidewalks will be private, limiting access by the greater community. The PUD does not provide parkland and will instead pay a fee in lieu, missing an opportunity to provide public parkland for the surrounding community. The PUD does not alter the C-3 zoning district to require common spaces, promenades, outdoor seating, playgrounds, or other enhanced amenities in connection with any future commercial development.	
5. The location of general building envelopes to take maximum advantage of the natural and manmade environment.	**Does Not Comply**
The PUD does not provide sufficient standards with which building envelopes will take advantage of the natural and manmade environment. While the General Commercial (C-3) zoning district is situated appropriately along Shell Road and Shell Spur, its standards are not modified beyond what is required in the UDC to better contextualize buildings within the commercial zone to the area. The PUD has a large group of Heritage and Protected Trees in the southwestern portion of the site. No standards are added to the PUD to ensure that building envelopes will be situated around these trees, nor an enhanced or clear path with which additional trees will be saved beyond the reduced mitigation already proposed within the PUD.	
6. The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.	**Complies**
Staff does not foresee any issues with which development could be inhibited regarding public utilities. The property will be dependent on wastewater to be constructed to the west in the Single-Family development currently being planned for construction.	

Meetings Schedule

February 3, 2026 – Planning and Zoning Commission
March 24, 2026 – City Council First Reading of the Ordinance
MEETING NOT YET SCHEDULED – 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 (14 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (1/18/2026) and signs were posted on-site. As of Tuesday March 17, 2026 at 12 PM, staff has received 0 written comments in favor, and 4 in opposition to the request (Exhibit 6).

Attachments

Exhibit 1 – Location Map
Exhibit 2 – Future Land Use Map
Exhibit 3 – Zoning Map
Exhibit 4 – (Revised) PUD Development Plan
Exhibit 5 – Letter of Intent
Exhibit 6 – Public Comments

Shell Spur Tract PUD – MF-1 Portion 2025-12-ANX

City Council

April 14, 2026

Item Under Consideration

2025-12-ANX

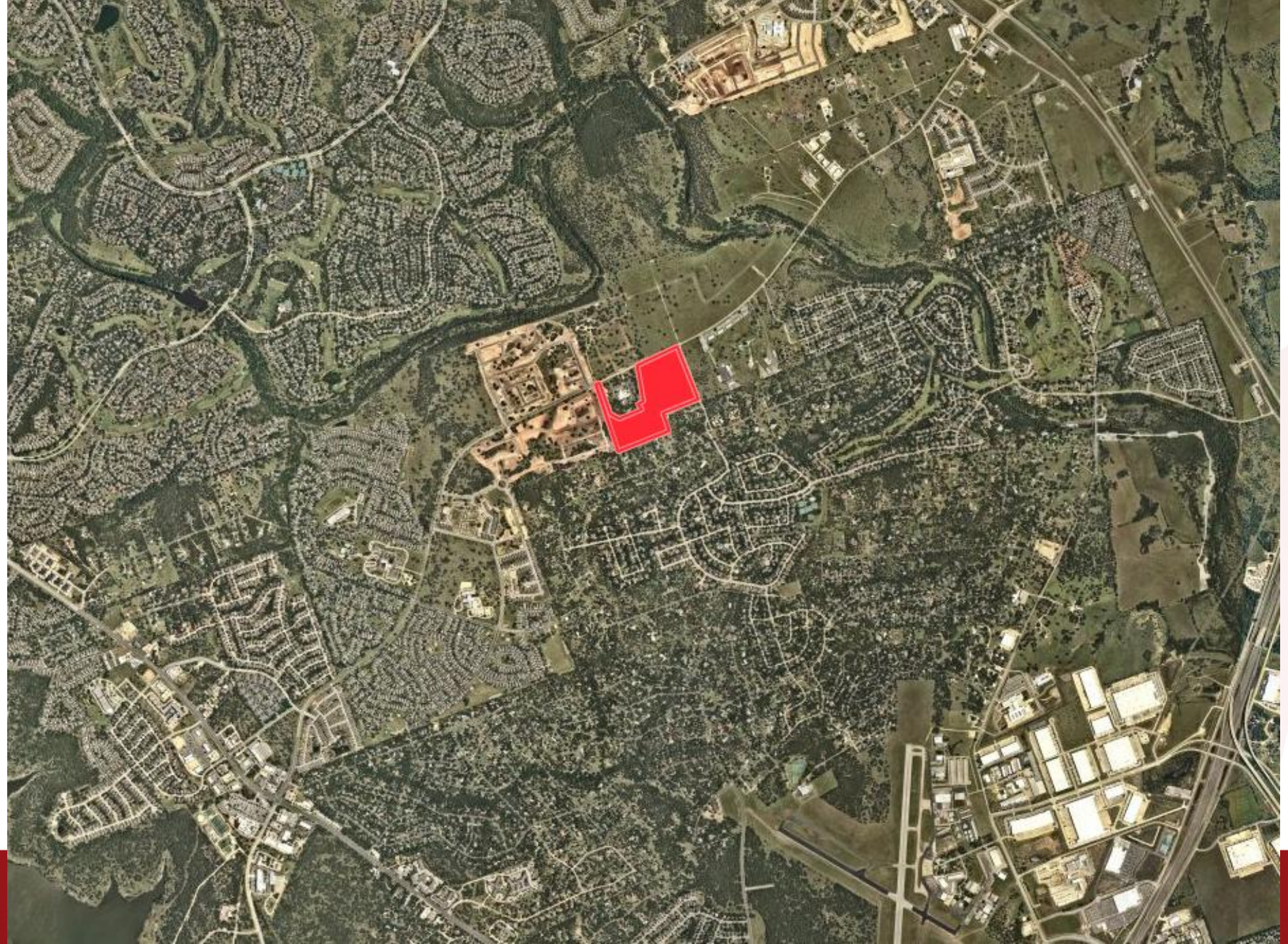
- Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, approximately 14.20 acres in the William Roberts Survey, Abstract 524, as the Planned Unit Development (PUD) Zoning District with base zoning of Low Density Multi Family (MF-1), with portions of Right-Of-Way for Shell Road, generally located at 2200 Shell Road, Georgetown, Texas. Ryan Clark, AICP, Planning Manager

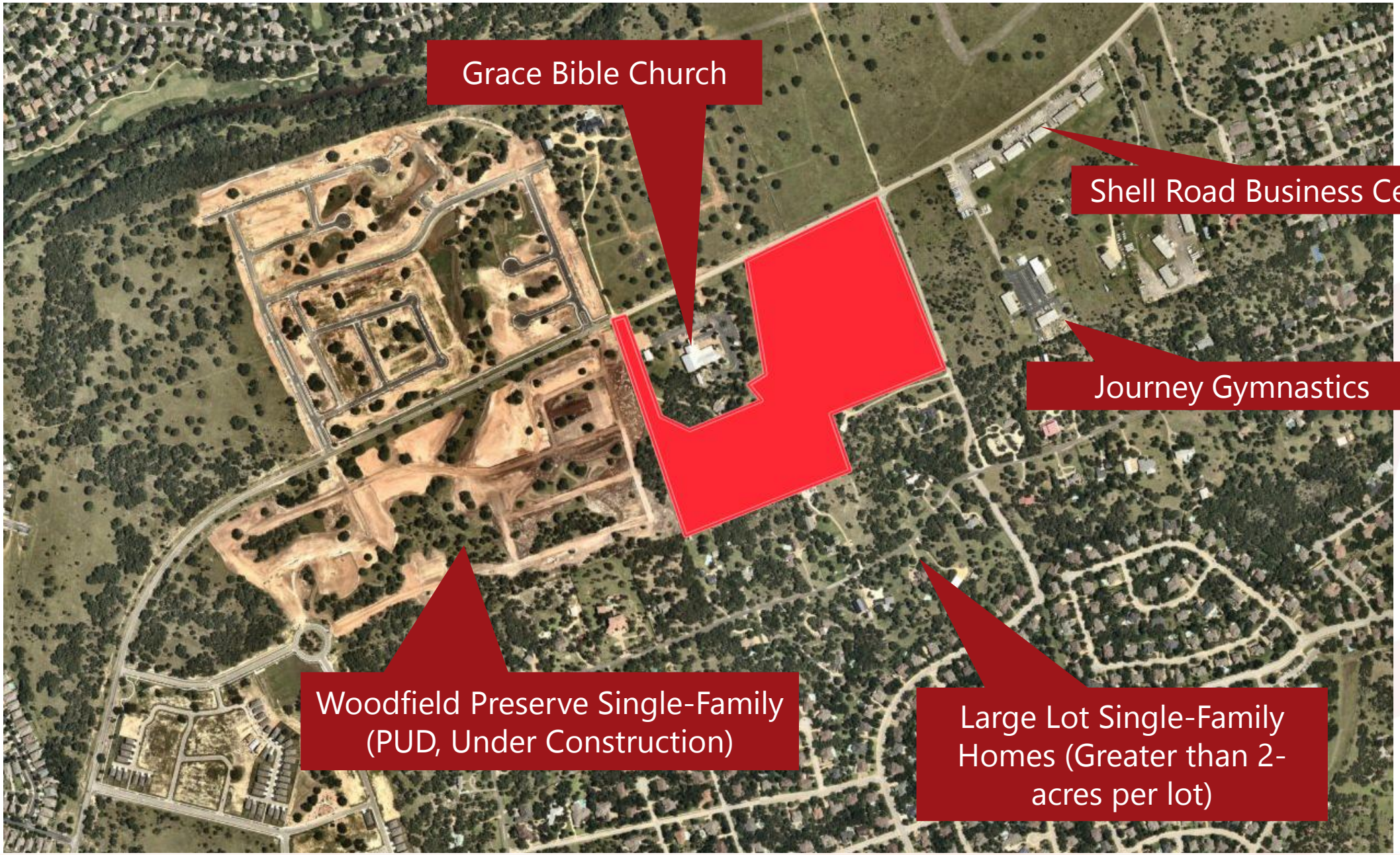
Case History

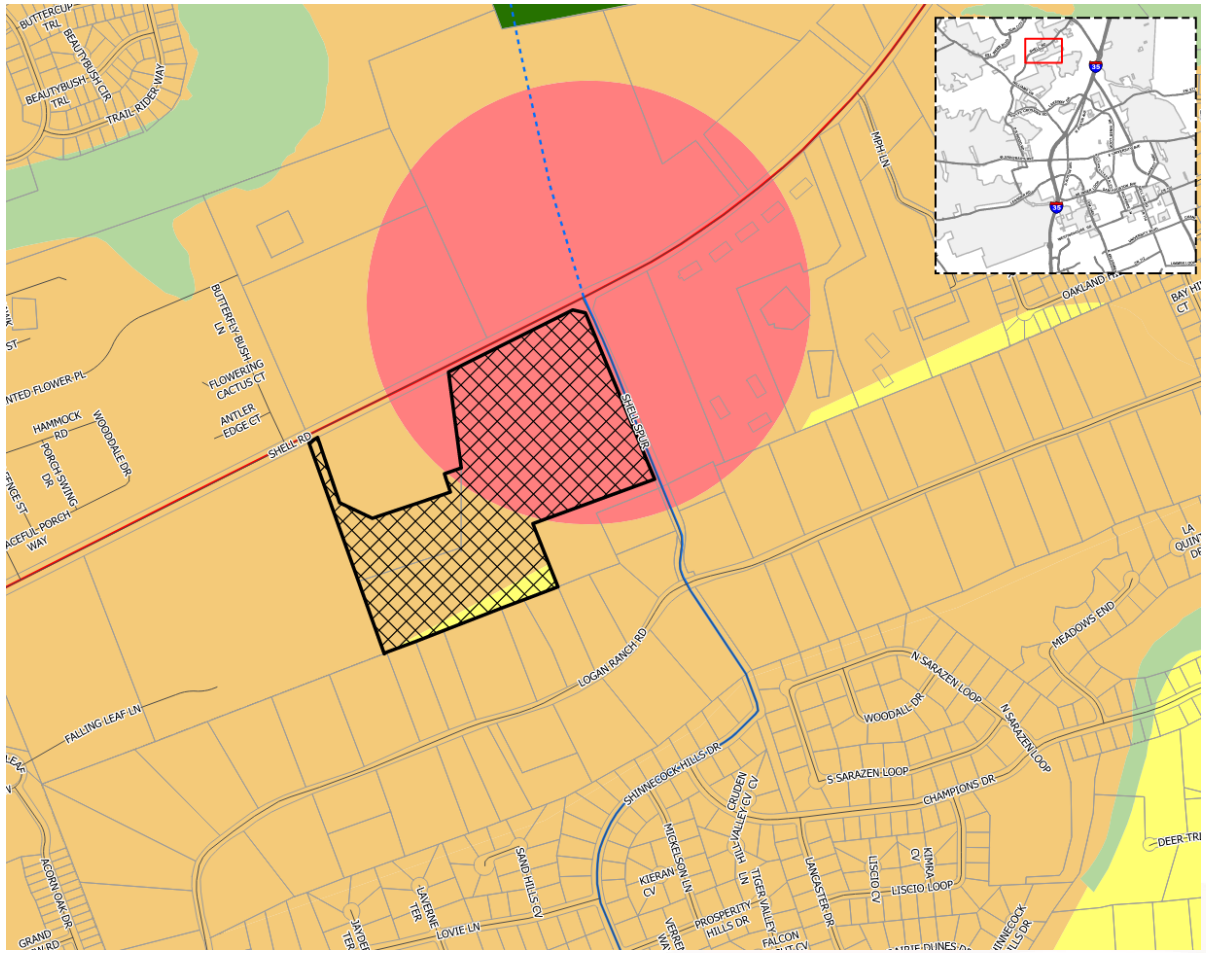
- Original ANX+PUD requested in early 2023
- Scheduled for P&Z on July 18, 2023, but withdrew application before hearing
- Property was withdrawn from ETJ on January 23, 2024
- Property was brought back into ETJ by resolution on April 22, 2025
- The PUD had a Council Workshop discussion at the same April 22 meeting.
- The PUD Received a recommendation of Denial at both the August 19, 2025 and the February 3, 2026 P&Z meetings (7-0, both times).

Council Feedback – Spring 2025

- Provide buffering and transition standards between existing and approved residential developments
- Fuel Sales should be constructed concurrently with neighborhood commercial building
- MF-2 designed consistently with development standards in new UDC (Urban style, pedestrian oriented, mixed-use)
- Parity with standard UDC requirements
- Allowance for new tree credits in new tree preservation ordinance
- Compliance with Transportation Impact Fee Policy
- Prioritize providing improvements to Shell Spur and Shell Road




Grace Bible Church
Shell Road Business Center
Journey Gymnastics
Woodfield Preserve Single-Family (PUD, Under Construction)
Large Lot Single-Family Homes (Greater than 2-acres per lot)


SHELL RD
SHELL SPUR
LOGAN RANCH RD
FALLING LEAF LN
SHINNECOCK HILLS DR
CHAMPIONS DR
S SARAZEN LOOP
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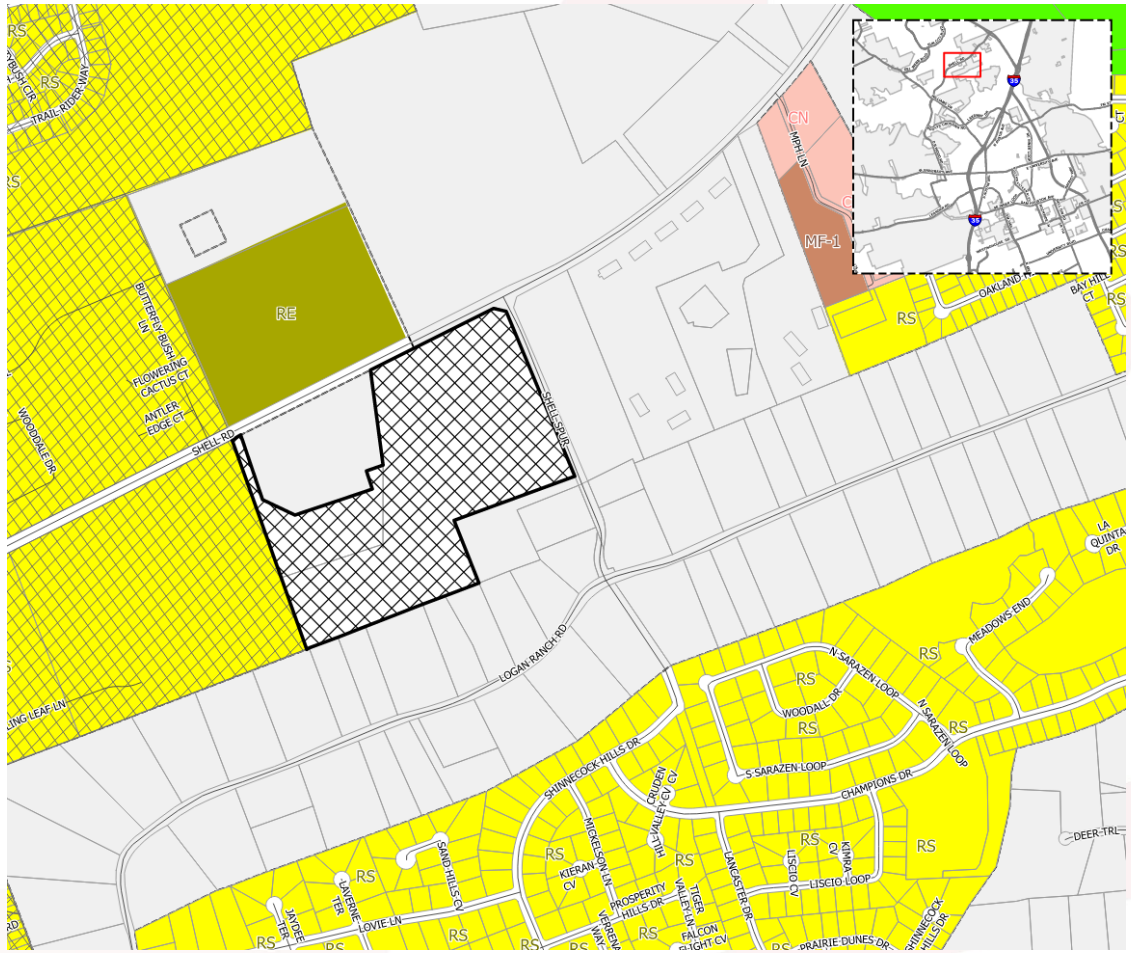
WOODALL DR
MEADOWS END
LISCIO LOOP
LOVIE LN
SAND HILLS CV
MICKELSON LN
KIERAN CV
PROSPERITY HILLS DR
LANCASTER DR
LISCIO CV
KIMRA CV
MPH LN
OAKLAND RD
BUTTERFLY BUSH LN
FLOWERING CACTUS CT
ANTLER EDGE CT
HAMMOCK RD
WOODDALE DR
PORCH SWING DR
TRAIL RIDER WAY
BEAUTYBUSH TRL
BEAUTYBUSH CIR
ACORN OAK DR
DEER TRL


RE
MF-1
CN
RS
SHELL RD
SHELL SPUR
LOGAN RANCH RD
SHINNECOCK HILLS DR
CHAMPIONS DR
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WOODALL DR
MEADOWS END
LISCIO LOOP
LOVIE LN
SAND HILLS CV
MICKELSON LN
KIERAN CV
PROSPERITY HILLS DR
LANCASTER DR
LISCIO CV
KIMRA CV
MPH LN
OAKLAND RD
BUTTERFLY BUSH LN
FLOWERING CACTUS CT
ANTLER EDGE CT
WOODDALE DR
TRAIL RIDER WAY
DEER TRL
PRAIRIE DUNES DR

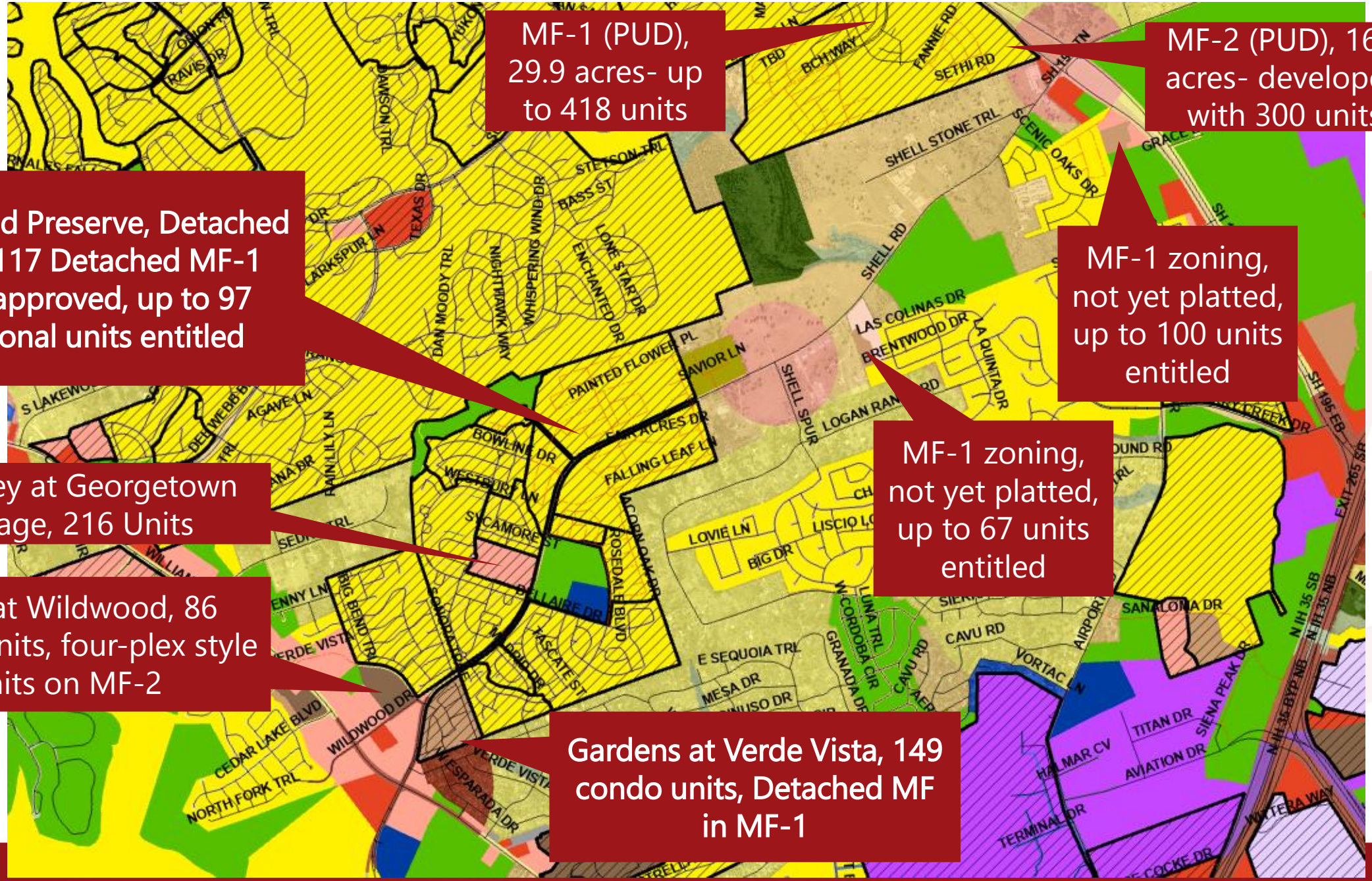
Comprehensive Plan Guidance

Mixed-Density Neighborhood

- **DUA:** 5.0 minimum
- **Target Ratio:**
  - 25% detached residential (5-7 DUA)
  - 45% Moderate density residential (townhomes, duplexes, cottage court)
  - 30% nonresidential
- **Primary Use: Variety of single-family home types (detached, duplex, townhome)**, small lot single-family detached homes
- **Secondary Uses: Limited neighborhood-serving retail and service uses**, office, institutional, civic, parks, and open space

Community Center

- **DUA:** ≥ 14
- **Target Ratio:**
  - 80% nonresidential
  - 20% vertical mixed-use multifamily
- **Primary Uses:** Small to mid-size retailers, restaurant, hair and nail salons, barber shops, pharmacies, and recreation and fitness businesses (privately run gyms, arcades, Pilates, children's indoor play areas)
- **Secondary Uses:** Medium and high density residential, small scale live entertainment in shared green space, specialty retailers, professional office, civic uses, and parks and open space


MF-1 (PUD), 29.9 acres- up to 418 units
MF-2 (PUD), 16.2 acres- developed with 300 units
Woodfield Preserve, Detached MF-1, 117 Detached MF-1 Units approved, up to 97 additional units entitled
MF-1 zoning, not yet platted, up to 100 units entitled
Delaney at Georgetown Village, 216 Units
MF-1 zoning, not yet platted, up to 67 units entitled
Oaks at Wildwood, 86 Condo Units, four-plex style units on MF-2
Gardens at Verde Vista, 149 condo units, Detached MF in MF-1
SHELL STONE TRL
SETHI RD
SCENIC OAKS DR
SHELL RD
LAS COLINAS DR
BRENTWOOD DR
LA QUINTA DR
SHELL SPUR
LOGAN RANCH RD
PAINTED FLOWER PL
SAVIOR LN
FALLING LEAF LN
BOWLINE DR
WESTBURY LN
SYCAMORE ST
LOVIE LN
BIG DR
E SEQUOIA TRL
MESA DR
CAVU RD
VORTAC LN
SANALOMA DR
TITAN DR
AVIATION DR
HALMAR CV
TERMINAL DR
SIENA PEAK DR
WILDWOOD DR
CEDAR LAKE BLVD
NORTH FORK TRL
VERDE VISTA
W ESPARADA DR
TASCATE ST
BELLAIRE DR
ROSEDALE BLVD
ACORN OAK DR
BIG BEND TRL
AGAVE LN
RAIN LILY LN
LARKSPUR LN
TEXAS DR
DAWSON TRL
STETSON TRL
BASS ST
DAN MOODY TRL
NIGHTHAWK WAY
WHISPERING WIND DR
ENCHANTED DR
LONE STAR DR
TRAVIS DR
ORION RD
SH 195 EB
EXIT 265 SB
N IH 35 SB
N IH 35 NB
N IH 35 BYP NB
WITTERA WAY

Planned Unit Development (PUD)

- Special purposed zoning district
- Allows flexibility in planning and design
- Can accommodate unique developments or environmentally-sensitive areas to be developed with a common scheme
- Can accommodate multiple uses


RIGHT TURN LANE
ACCESS EASEMENT, TYP.
163'
474'
430'
472'
432'
68' COLLECTOR ENTRY
3
COMM. (C-3)
3.38 ACRES
4
COMM.(C-3)
2.45 ACRES
395'
30' BUILDING SETBACK, TYP.
RIGHT TURN LANE
15' REQUIRED BUFFERYARD, TYP.
GRACE BIBLE CHURCH
LENNAR HOMES
DRAGONFLY STREET
FAIR ACRES DRIVE
FIREFLY DRIVE
FALLING LEAF LANE
2
MULTI FAMILY(MF-2)
13.16 ACRES
24.0 DU/AC
390'
DRIVEWAY LOCATION APPROVED, BUT NOT REQUIRED PER PUD
15' EASEMENT
TRACT 2
405'
1
MF1
9.85 ACRES
14.0 DU/AC
125' TRANSITION SETBACK (35'/2 STORY LIMIT)
FUTURE SHELL SPUR RIGHT-OF-WAY DEDICATION
15' LANDSCAPE BUFFER ADJACENT TO EXISTING RESIDENTIAL, TYP.
LAND USE SUMMARY
Acres
Max. Density
(MF-1) Mult Family Res. 9.85 acres 14.0 du/ac
(MF-2) Multi Family Res. 13.16 acres 24.0 du/ac
Residential Total: 23.01 acres
Commercial 5.83 acres
Total: 28.84 acres


163'
474'
GRACE BIBLE CHURCH
15' LANDSCAPE BUFFER
125' TRANSITION SETBACK (35'/2 STORY LIMIT)
TRACT 1
LENNAR HOMES
DRAGON FLY STREET
FAIR ACRES DRIVE
FIREFLY DRIVE
BUTTERFLY BUSH WAY
FALLING LEAF LANE
1
MF1
14.20 ACRES
14.0 DU/AC
FALLING LEAF LANE TO TERMINATE IN CUL-DE-SAC
LAND USE SUMMARY
Acres
Max. Density
(MF-1) Mult Family Res.
14.20 acres
14.0 du/ac

Fuel Sales

PUD allows for a fuel sales use by right on Tract 4 subject to the following regulations:

- Buffering
  - 6’ high opaque screening wall along the south property line.
  - One shade tree, two evergreen ornamental trees and eight evergreen shrubs every 50 linear feet on the southern property line, except for Driveways and Cross Access

- Setbacks
  - 30’ rear building and canopy setback along southern property line to the MF-2.
  - Underground storage tanks must be setback 150' of a residentially zoned property
  - If a building is placed between the fuel tank and the residential property line the setback is 100’
  - Fuel Canopy must be setback 100’ from a residential property line.

- No more than 8 multi-fuel dispensers shall be permitted. Separate high-floor diesel islands for large vehicles are prohibited.

- The Fuel Sales use shall only operate between the hours of 5 am-12am.

Modifications to MF-1 Standards

Standard	UDC	PUD
Impervious Cover	50%	60%
Building Height	35 feet	125’ transition setback shall be established adjacent to SF lots on southern property line of tract 2 and western boundary of tract 1. Limited to 2 stories in height within this zone.
Building Separation	15’	6’

Modifications to MF-2 Standards

Standard	UDC	PUD
Impervious Cover	50%	60% (In the event tract 3 is developed with Multi-family, detached.)
Architectural Standards	UDC 6.02.090.C.2 – Minimum building separation of 15' required between all buildings.	Building separation reduced to 6' apart.

Approval Criteria – UDC Section 3.06.030

Criteria for Zoning Map Amendment	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	

Approval Criteria – UDC Section 3.06.030

Criteria for Zoning Map Amendment	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		

Approval Criteria – UDC Section 3.06.040

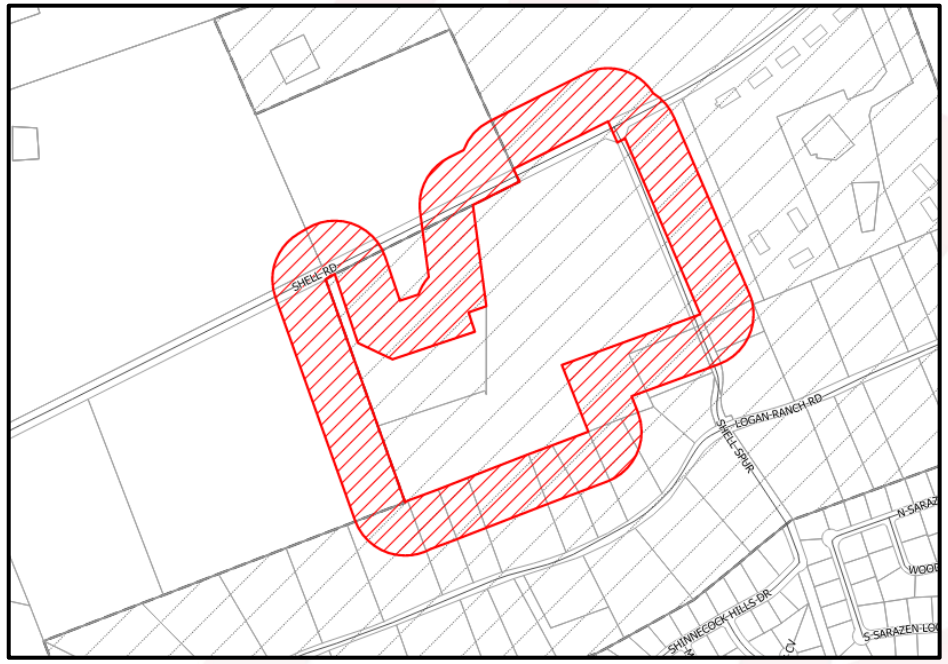
Criteria for PUDs	Complies	Partially Complies	Does Not Comply
A variety of housing types, employment opportunities, or commercial services to achieve a balanced community.		X	
An orderly and creative arrangement of all land uses with respect to each other and to the entire community.		X	
A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways, and pedestrian walkways.			X

Approval Criteria – UDC Section 3.06.040

Criteria for PUDs	Complies	Partially Complies	Does Not Comply
The provisions of cultural or recreational facilities for all segments of the community.			X
The location of general building envelopes to take maximum advantage of the natural and manmade environment.			X
The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.	X		

Public Notifications

- 14 property owners within the 300’ buffer
- Notice in Sun News on January 18, 2026
- Signs posted on the property
- To date, staff has received:
  - 0 written comments IN FAVOR
  - 4 written comments OPPOSED

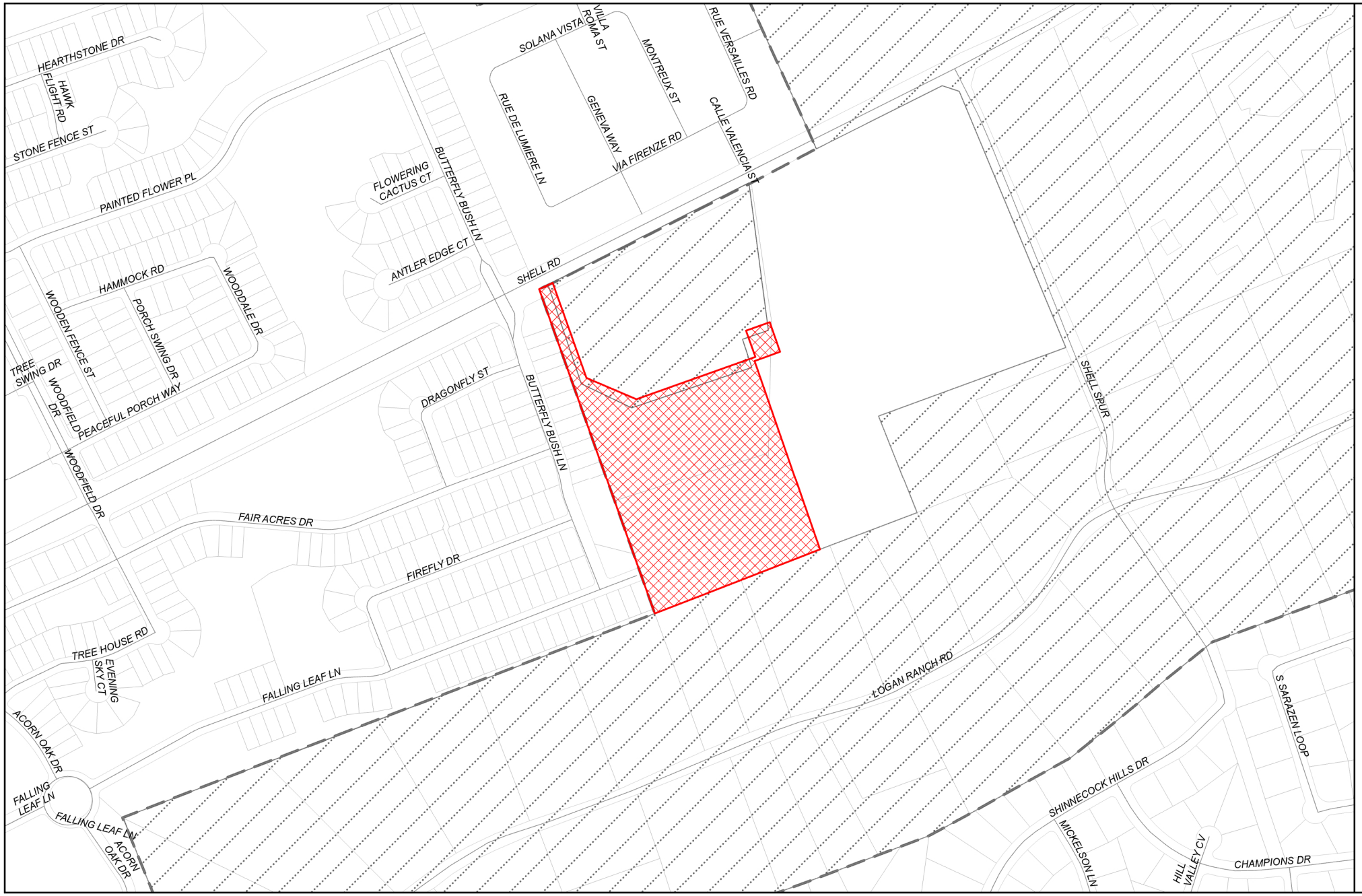


Summary

- Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, approximately 14.20 acres in the William Roberts Survey, Abstract 524, as the Planned Unit Development (PUD) Zoning District with base zoning of Low Density Multi Family (MF-1), with portions of Right-Of-Way for Shell Road, generally located at 2200 Shell Road, Georgetown, Texas. Ryan Clark, AICP, Planning Manager
- Per UDC Section 3.06.020.E, the Planning and Zoning Commission shall hold a Public Hearing… and make a recommendation to the City Council

First Reading of an Ordinance

- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS AND THE ANNEXATION AND INITIAL ZONING DESIGNATION OF PLANNED UNIT DEVELOPMENT OF CERTAIN TERRITORY CONSISTING OF 14.20 ACRES, MORE OR LESS, IN THE WILLIAM ROBERTS SURVEY ABSTRACT NO. 524, AS DESCRIBED HEREIN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.



GEORGETOWN TEXAS
more than welcome

Location

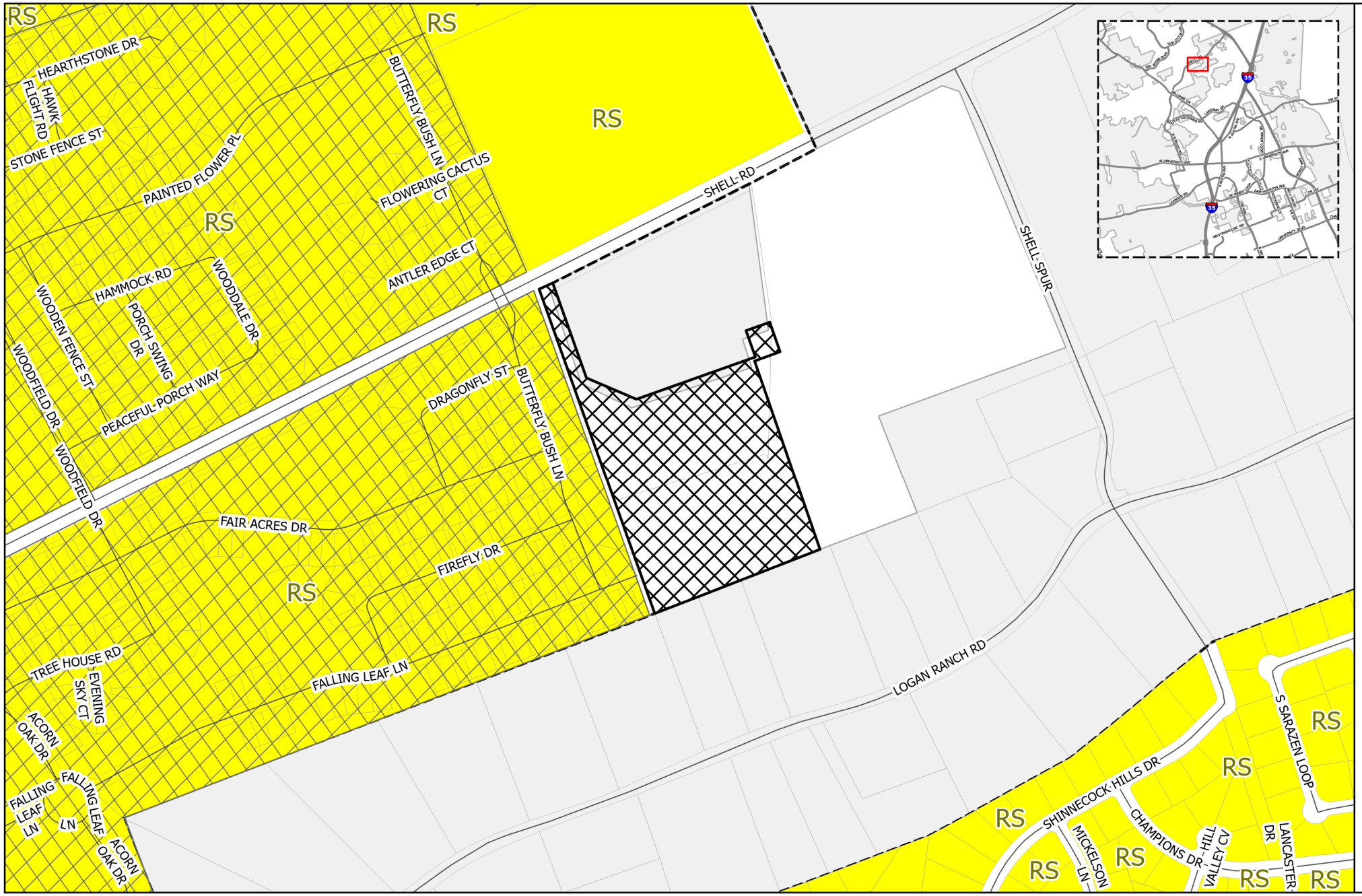
2025-12-ANX

Exhibit #1

- Site
- Parcels
- City Limits
- Georgetown ETJ

N

0 250 500 Feet



GEORGETOWN TEXAS
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Zoning

2025-12-ANX

Exhibit #3

- Site
- PUD
- Courthouse View Overlay
- Old Town Overlay
- Historic Overlay
- Downtown Overlay
- Gateway Overlay
- Parcels

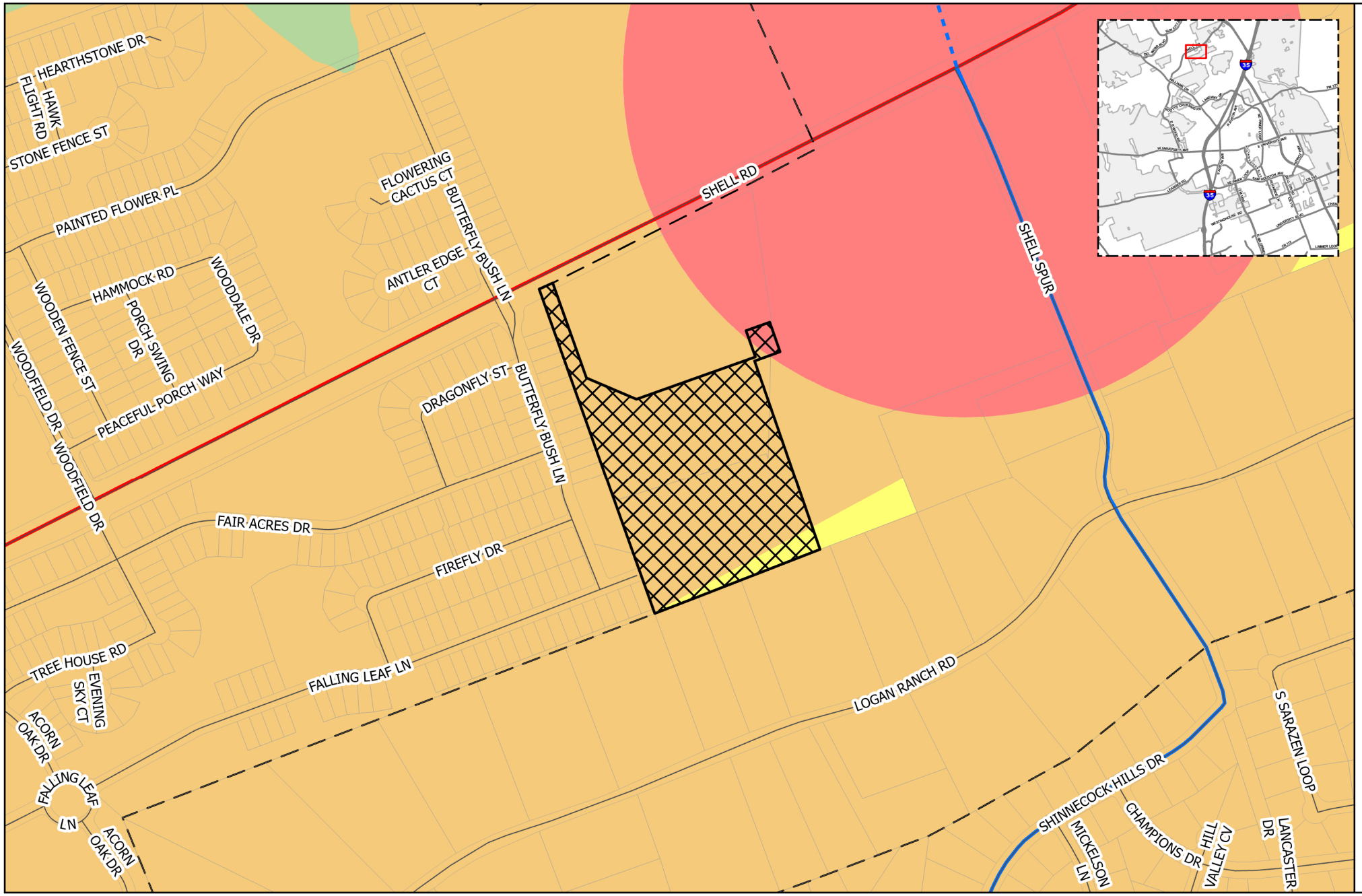
Zoning

ZONE

- 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
- City Limits
- Georgetown ETJ

0 250 500 Feet

N



GEORGETOWN TEXAS
more than welcome

Future Land Use/ Future Mobility Plan

2025-12-ANX

Exhibit #3

- Site
- Parcels
- City Limits

Thoroughfare

CLASS

- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail

Future Land Use

FLU

- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area
- Georgetown ETJ

0 250 500 Feet

N

Shell Spur Tract- Tract 2
Planned Unit Development
Development Plan

A. PROPERTY

The Shell Spur Tract-Tract 2 Planned Unit Development (PUD) District is located at the southwest intersection of Shell Road and Shell Spur. It consists of approximately 14.2 acres described in **Exhibit B, Survey/Field Notes**, herein defined as "Property".

B. PURPOSE

The purpose and intent of the PUD zoning district is to develop a horizontally integrated mixed-use community with a mix of low density multi-family residential. This PUD serves to augment and/or modify the standards for development outlined in the City of Georgetown Unified Development Code (UDC) in order to implement the vision for the Property and insure a cohesive, quality development not otherwise achieved solely by the underlying base zoning district.

A Land Use Plan has been attached to this PUD, **Exhibit C, Conceptual Land Use Plan**, to illustrate the design intent for the Property. The Conceptual Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document.

C. APPLICABILITY AND BASE ZONING

All aspects regarding the development of this PUD shall comply with the UDC, and other applicable provisions in the City's Code of Ordinances in place at the time of the effective date of the annexation of the Property, except as modified within this PUD or the exhibits attached to the PUD Ordinance. Each development within this PUD shall conform to a base zoning district per UDC Section 4.06.010.A "Compatibility with Base Zoning District."

1. Base Zoning

This PUD will have one character and use zones, as described below:

a. Tract 1 – Low Density Multifamily (MF-1) base zoning.

In the case that this PUD does not address a specific City requirement, the Georgetown UDC and other Ordinances noted above shall apply. In the event of a conflict between the

regulations of this PUD and the regulations of the base zoning district, the PUD shall control.

D. CONCEPTUAL LAND PLAN

A Land Use Plan has been attached to this PUD, **Exhibit C, Conceptual Land Use Plan**, to illustrate the design intent for the Property. The Conceptual Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document.

E. LAND USES

The uses allowed within the PUD Area(s) below shall comply with the list of allowed and prohibited uses defined in the UDC Zoning Use Figures and Tables for the MF-1 district.

F. DEVELOPMENT STANDARDS

1. **Building Height:**

    a. A 125’ Transition Setback shall be established adjacent to single-family platted lots to the southern and western property line for Tract 1 (the “Transition Zone”) as shown on Exhibit C. The transition setback shall limit new development to 2-stories and up to thirty-five feet (35’) in height.
    b. Finished floor elevation will be no more than 7 feet above natural grade prior development.
    c. Residential units may not be vertically stacked and each unit must have a ground-floor entrance.

2. **Impervious Cover:**

    a. The impervious cover limit for the MF-1 residential portion of the Property is set at 60 percent (60%) impervious coverage.

3. **Building Design Standards:**

    All new structures within this Development shall be in conformance with the applicable provisions in UDC Chapter 6 and 7 with the following amendments:

a. A condominium plat is required to be recorded in line with Texas Property Code Chapter 82 prior to receiving a Certificate of Occupancy or a building final inspection.
b. The building separation shall be a minimum of 6', so long as all applicable fire codes are met.

G. VEHICULAR ACCESS AND CIRCULATION

1. Vehicular access:

a. Section 12.05.010, 12.05.020 and 12.05.030 of Chapter 12 of the UDC is not applicable to the PUD and is replaced with the following requirements:
i. Access to Shell Road shall be provided by a private drive, constructed to Neighborhood Collector standards as defined in the UDC, extending from Shell Road to the Property.
ii. The extension of Falling Leaf Lane shall terminate in a cul-de-sac, as shown on Exhibit C.
iii. Section 12.09- Traffic Impact Analysis of the UDC is not applicable to the PUD.

H. LANDSCAPE AND BUFFER REQUIREMENTS

Landscaping for this Development shall be in conformance with Chapter 8 of the UDC unless otherwise stated in this Development Plan.

1. Western property line only

a. A medium level bufferyard adjacent to a portion of the existing single-family platted lots to the west shown in Exhibit C shall consist of bufferyard plantings. The bufferyard shall consist of the following:
- A 15-foot wide planting area;
- One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet of bufferyard.

b. Fences may be installed within the bufferyard to create private backyards for residential units.
c. When easements and cross-access conflict with bufferyard requirements, the tree planting area shall be set back to accommodate the planting of shade trees.
d. The buffer yard shall only extend 900' from the southern property line to the north.
e. Bufferyard may include accessory structures such as sheds.

2. **Southern property line only**
    - **a.** A medium level bufferyard adjacent to existing single-family platted lots to the south shall consist of the following, as shown on Exhibit C:
        - A 15-foot wide planting area;
        - One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet of bufferyard.
    - **b.** Fences may be installed within the bufferyard to create private backyards for residential units.
    - **c.** When easements and cross-access conflict with bufferyard requirements, the tree planting area shall be set back to accommodate the planting of shade trees.
    - **d.** Bufferyard may include accessory structures such as sheds.

I. TREE PRESERVATION AND PROTECTION

Tree preservation and protection for this Development shall be in conformance with Chapter 8 of the UDC.

a. Heritage Trees may be removed by-right without a Tree Removal Permit.

J. PARKLAND AND COMMON AMENITY AREA

1. Parkland:

Parkland obligations shall be satisfied through fee-in-lieu per UDC Section 13.08 Parkland.

2. Common Amenity Areas:

- **a.** Common amenity areas shall be provided for the enjoyment of residents within this PUD. A 5’ sidewalk shall be provided along one side of all private roadways within this PUD to provide pedestrian access to amenities.
- **b.** A minimum of three (3) amenities shall be provided.
- **c.** All amenities shall be maintained by the onsite property management, Condominium Association, or Home Owners Association.
- **d.** Amenity elements may be used multiple times and within the same vicinity and may include:

- Pool and spa
- Picnic areas
- Landscaped seating areas
- Fenced dog park
- Outdoor game area
- Indoor workout area
- Outdoor workout area
- Community garden
- Amenitized heritage tree grove
- Pavilion
- Trails
- Tennis Court
- Pickleball Court
- Basketball Court
- Workout stations
- Turf play lawn
- Water and electrical connections to accommodate a food truck.
- Splash Pad
- Community Art
- Garden with on-site educational materials providing information about the flora and/or fauna of the garden area.
- Any other amenity as approved by City of Georgetown staff.

e. No outdoor grills and/or fire pits which are community amenities shall be closer than 150' from the southern property boundary. This does not apply to grills or fire pits used by individual residents as part of the use and enjoyment of their residential unit or home.

f. Any pool, spa and/ or a splash pad shall be no closer than 100' from the southern property line

g. All outdoor amenities shall operate no later than 10 pm.

K. UTILITY PROVISIONS

a. Existing well- Any existing wells on the Property shall not be used as a water resource for any development within the Property.

b. Water Meter—For purposes of applying water meter regulations, the PUD shall be served with 1 (one) master water meter and may share a master meter with an adjacent property, so long as no more than 521 total residential units utilize the master meter.

L. PUD MODIFICATIONS

In conformance with section 4.06.010.d.3 of the UDC, modifications to this development plan shall require city council approval of an amendment to this PUD processed pursuant to section 3.06 of the UDC, except, where the director of planning determines such modifications to be minor, the director may authorize such modifications. Minor modifications may include changes

to building sizes, uses, or locations providing those modifications conform to the general intent of this PUD, uses authorized by this PUD, or applicable provisions of the UDC and any other applicable regulations.

M. LIST OF EXHIBITS

- **Exhibit A** – PUD Development Plan
- **Exhibit B** – Legal Description
- **Exhibit C** – Conceptual Land Plan

MATKINHOOVER
ENGINEERING
& SURVEYING

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



EXHIBIT C
CONCEPT PLAN
SHELL ROAD TRACT #2

NOVA 368, LLC
GEORGETOWN, TEXAS

North

0 100' 200' 400'

Scale: 1" = 200'

Date: November 21, 2025

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

SHEET FILE: K:\230103-LDMDC\Cadfiles\PLANNING\Submittals\2025-11_PUD Concepts\Concept Plan Tract 2.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

H D | B R O W N

November 20, 2025

Kelly Trietsch
Chief Development Officer
City of Georgetown Planning Department
809 Martin Luther King Jr Street
Georgetown, TX 78626

RE: Request for an annexation into Georgetown with an associated Planned Unit Development (PUD) Agreement (Shell Spur Tract PUD-Tract 2); 14.2 acres generally located at 2000 Shell Road (WCAD parcels R432263 & a portion of R323695 (the "Property")

Dear Ms. Trietsch,

As representative of the owner of the above stated Property we respectfully submit the attached application for an annexation with an initial zoning of a PUD on the Property. The Property is contiguous to the current city limits on the eastern boundary and is currently developed with a single-family residence. The purpose of the annexation and associated PUD zoning is to allow for the development of high-quality residential use and to access the City of Georgetown wastewater infrastructure. This annexation application is associated with, and will run concurrently with, the Shell Spur Tract PUD application (2025-4-ANX).

It is the priority of the Property owner to be a customer of the City of Georgetown's wastewater infrastructure, which requires annexation into the full purpose jurisdiction of the City of Georgetown. Since the Property is not currently in the City of Georgetown's full purpose jurisdiction, the only option to access wastewater infrastructure is to pursue an on-site wastewater TLAP permit through the Texas Commission on Environmental Quality (the "TCEQ Permit"). The property owner has been pursuing this permit since December 2023. However, after coordinating with the community, it is apparent that it is also the community's priority that this project be a customer of the City of Georgetown's wastewater infrastructure, as opposed to pursuing a TCEQ Permit. Considering the Property owner and the community are aligned in this priority, we submit the attached annexation application and, if approved, will withdraw the TCEQ on-site wastewater TLAP permit application.

The applicant reserves the right to pull this annexation application from consideration at any time during the proceedings. With this signed petition for voluntary annexation, the landowner understands that construction of any capital improvements necessary for development on the property will not be the responsibility of the City of Georgetown if approved for annexation; rather, such improvements will occur through non-City financial assistance through the subdivision and construction process.

214-695-9219 | AMANDA.BROWN@HDBROWNCONSULTING.COM HDBROWNCONSULTING.COM

Below outlines how this application complies with the criteria for the annexation & PUD application.

This request complies with the criteria of UDC 3.25.030 for an annexation:

1. **The application is complete, and the information contained within the application is sufficient and correct enough to allow adequate review and final action.**

   All items required by the Annexation Checklist have been included with this submittal.

2. **The annexation promotes the health, safety or general welfare of the City and the safe, orderly, and healthful development of the City.**

   The proposed land plan presents an orderly and safe arrangement of uses and provides enhanced buffering where appropriate.

   Additionally, upon approval of the annexation application and a wastewater service commitment from the City of Georgetown, the TCEQ Permit will be withdrawn.

3. **Consistency with the City's adopted long range plans and annexation policies.**

   The Property's Future Land Use designation is Mixed Density Neighborhood. The Mixed Density Neighborhood calls for missing middle housing, such as townhomes, duplexes, etc, which is achieved by the proposed PUD by the MF-1 tract.

The request meets the approval criteria for a Zoning Map Amendment outlined in UDC Section 3.06.030:

1. **The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.**

   All items required by the Annexation Checklist have been included with this submittal.

2. **The zoning change is consistent with the Comprehensive Plan;**

   The Property's Future Land Use designation is Mixed Density Neighborhood. The Mixed Density Neighborhood calls for missing middle housing, such as townhomes, duplexes, etc, which is achieved by the proposed PUD by the MF-1 tract.

3. **The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.**

The proposed land plan presents an orderly and safe arrangement of uses and provides enhanced buffering where appropriate. Additionally, upon approval of the annexation application, the TCEQ Permit will be withdrawn.

4. **The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.**

   The proposed PUD zoning is designed to complement the fabric of the existing neighborhood by providing compatible, missing-middle housing near the existing single-family neighborhoods, which compliments the Shell Spur Tract PUD, which increases in intensity to higher density residential and commercial closer to the intersection of Shell Spur and Shell Road. Additionally, several enhancements to the PUD have been included to further ensure compatibility with the adjacent residential neighborhoods as shown in the code comparison table and Exhibit C.

5. **The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.**

   The Property is of appropriate size, has access to necessary utilities and is situated at the hard corner of two large roadways (via the Shell Spur Tract PUD), making it suitable for uses permitted by the proposed base zoning districts.

<u>This request complies with the criteria of UDC 3.06.040 for a PUD:</u>

1. **A variety of housing types, employment opportunities, or commercial services to achieve a balanced community.**

   The concept plan was developed in accordance with Georgetown UDC and comprehensive plan to ensure a variety of housing types by providing single family condominiums. The low-rise multi-family portion of the development plan ensures a smooth transition from existing residential estate to the south and traditional single family to the West. In combination of the existing surrounding housing types and the Shell Spur Tract PUD, a complete and balanced community, with diverse housing types, will be created.

2. **An orderly and creative arrangement of all land uses with respect to each other and to the entire community.**

   The proposed PUD zoning is designed to complement the fabric of the existing neighborhood by providing compatible, missing-middle housing near the existing single-family neighborhoods and increases in intensity to higher density residential and commercial closer to the intersection of Shell Spur and Shell Road with the Shell Spur Tract PUD. Shell Spur is an existing collector and Shell Road is an existing major arterial, making an appropriate intersection for the proposed commercial development. Additionally, several enhancements to the PUD have been included to further ensure compatibility with the adjacent residential neighborhoods as shown in the code comparison table and Exhibit C.

3. **A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways, and pedestrian walkways.**

   The PUD, in combination with the Shell Spur Tract PUD, is located at the corner of two major roadways. The project will include access to the boundary roadways and will provide sidewalk improvements.

4. **The provisions of cultural or recreational facilities for all segments of the community.**

   Private amenities will be included to promote social cohesion and leisure within the development. This may include benches, lawns or parks, and playscapes.

5. **The location of general building envelopes to take maximum advantage of the natural and manmade environment.**

   The development has taken the natural environment into account by locating single family homes in a densely populated tree grove, which will allow much more flexibility in building location to be in a better position to develop around the existing trees.

6. **The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.**

   The PUD will comply with all phasing standards established throughout the UDC.

This section has been intentionally left blank

If there any questions or if additional information is needed regarding this application, please reach out at your convenience.

Sincerely,

Amanda Brown, President
HD Brown Consulting, LLC

On behalf of:

NOVA368, LLC,
A Texas Limited liability company

By: _____
Name: Vinod Nagi
Title: Manager

STATE OF Texas §
§
COUNTY OF Williamson §

Before me, the undersigned notary, on this day personally appeared Vinod Nagi, Manager of Nova368 LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on November 21, 2025.

[Seal]

ALBERTA L MARTINEZ
Notary ID #126173843
My Commission Expires
May 25, 2028

_____
Notary Public, State of Texas

Code Comparison Chart

Tract 1 & 2 (MF-1)				
DEVELOPMENT STANDARDS	**UDC Sections Modified**	**UDC Standard**	**PROPOSED**	**Justification**
Density	**Sec. 6.02.080.A**	14 units/ acre	**10** units/acre	Decrease density.
Building Setback to Residential Districts to south and west (minimum)	**Sec. 6.02.080.A**	20’	**50’**	Increase compatibility with SF neighbors to the south and west.
Building Height- 125’ Transition Setback Zone	**Sec. 6.02.080.A**	35’	**35’** & two stories	Increase compatibility with SF neighbors to the south and west.
Impervious Cover	**Table 11.02.010.B**	50%	**60%**	Allow for flexibility.
Building Articulation and Architectural Features	**Sec. 7.03.050.C**	n/a	A minimum of two wall planes per unit on the front elevation, offset a minimum of 18 inches	Create architectural interest and ensure a high-quality development.
Condominium Plat Requirement	n/a	n/a	A condominium plat is required prior to CO.	A condominium regime provides legal frameworks, bylaws, and governing bodies to regulate ownership rights, dispute resolution, and property management, while also ensuring that

				common areas remain in good condition for all residents. Which enhances the community feel and surrounding areas.
Off-Street Parking and Loading	**Table 9.02.030.A**	5% for visitor use	**10%** for visitor use	To ensure adequate off-street parking.
Bufferyards	**Table 8.04.060**	A **medium** level bufferyard shall consist of the following: **a.** A 15-foot wide planting area; **b.** One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet of bufferyard.	A **medium** level bufferyard shall consist of the following: **a.** A 15-foot wide planting area; **b.** One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet of bufferyard. **c. A solid six-foot high solid screening wall**	Increase compatibility with SF neighbors to the south and west by including a wall.

Tract 3 (MF-2)				
DEVELOPMENT STANDARDS	**UDC Sections Modified**	**UDC Standard**	**PROPOSED**	**Justification**
Land Use	**Table 5.04.010**	Prohibited Use	**Allowed use**	Allow for a lower density residential use on Tract 3.

Tracts 1,2 & 3 (Residential)				
DEVELOPMENT STANDARDS	**UDC Sections Modified**	**UDC Standard**	**PROPOSED**	**Justification**
Maximum units	n/a	n/a	434 units	To ensure the density in the project is capped which is a concern of the neighbors and allows for product types needed in the market.
Common Amenity Areas	**Sec. 6.06.020.C**	A minimum of five (5) amenities shall be provided for 200 or more Dwelling Units	5' sidewalk shall be provided; A minimum of three (3) amenities shall be provided for each Tract (9 total); Shall be maintained by the onsite property management; May include: - Pool and Spa - Picnic areas with grills - Landscaped seating areas - Fenced dog park - Outdoor game area - Indoor workout area - Outdoor workout area - Community garden - Any other amenity as approved by City of	To ensure ample community spaces and high-quality development.

			Georgetown staff	

Tract 1-5				
DEVELOPMENT STANDARDS	**UDC Sections Modified**	**UDC Standard**	**PROPOSED**	**Justification**
Tree Mitigation Fee	**Section 8.02**	Fee's required	Exempt from fees.	Due to the extensive amount of trees on the property, the tree fee's will be very large, making the project not feasible. However, preserving as many trees as possible is a priority.

Tract 5 (C-3)				
DEVELOPMENT STANDARDS	**Code Sections Modified**	**UDC Standard**	**PROPOSED**	**Justification**
Fuel Sales Use	**Table 5.04.010**	Specific Use	Limited Use	Implement limitations on fuel sales use.
Rear Setback (south property line)	**Table 7.02.020**	10'	30'	Increase compatibility to Multi-family to the south.

Underground Storage Tank Setback	**Sec. 13.30.020. - Definitions**	n/a	**100'** from Southern property line	Increase compatibility to Multi-family to the south.
Bufferyards (Southern Property Line to MF-2)	**Sec. 8.04.060.C.2**	A medium level bufferyard shall consist of the following: A 15-foot wide planting area; One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet of bufferyard.	A medium level bufferyard shall consist of the following: A 6' high opaque screening wall shall be provided along the south property line; One shade tree, two evergreen ornamental trees and eight evergreen shrubs shall be provided every 50 linear feet of buffer yard on the southern property line.	Increase compatibility to Multi-family to the south.
Design Standards	**Sec. 7.04.010.B.4**	n/a	The canopy shall be constructed of similar materials and color palate to the primary structure.	Create architectural consistency and ensure a high-quality development.
Fuel Positions	**Sec. 5.04.020.T.4**	When one of the conditions outlined in Subsection (1) above is met, in no case shall a fuel sales establishment be permitted more than ten multi-fuel dispensers or 20 fuel positions.	No more than 8 multi-fuel dispensers shall be permitted.	Restrict intensity of fuel sales use.
Fuel Positions	n/a	n/a	High-floor diesel islands are prohibited.	Restrict intensity of

				fuel sales use.
Lighting Standards	**Sec. 7.04.010.A.4**	All site lighting must be designed and installed so that the level of illumination as measured in foot candles at a height of three feet at the property line does not exceed **two** foot candles.	All site lighting must be designed and installed so that the level of illumination as measured in foot candles at a height of three feet at the property line does not exceed **one** foot candles.	Increase compatibility to Multi-family to the south.

From: Richard And Gayle Elsasser [redacted]
Sent: Tuesday, January 27, 2026 9:20 AM
To: Georgetown Planning <planning@georgetowntexas.gov>
Subject: [EXTERNAL] 2025-4-ANX and 2025-12-ANX. Shell Road/Spur. NOVA, LLC

[EXTERNAL EMAIL] This email originated from outside of City of Georgetown. DO NOT click links or open attachments unless you recognize and/or trust the sender.

I am OPPOSED to the 14 units per acre development on the corner of Shell Road and Shell Spur. NOVA has also proposed apartment buildings, commercial entities and a gas station on the property.

A majority of Georgetown residents also appear to be opposed as the city's Flash Vote indicated voters preferred more single family homes, not multi family. Also agreeing with single family vrs. multi family zoning were the previous 150 opposition letters to the Planning & Zoning commission regarding this proposal in the previous three years.

The city's traffic consultant has estimated 7000 trips per day on Shell/Spur when the housing developments are complete. One stoplight and turning lanes are not capable of solving this traffic disaster.

Neighborhood residents have attended meetings with NOVA however the developers now believe 14 units per acre is welcoming to attached homesteads of 2+1/2 to12 acres with one home each. Setbacks, green space and units per acre are some changes NOVA has made since our last meeting with them months ago.

Our 40 year old Logan Ranch subdivision has approximately 154 adults on 300 acres but the NOVA developers have proposed 434 units, possibly 900+ adults or more, on 34 acres along with 4.9 acres commercial which includes a gas station. The proposal does not fit with the established neighborhood.

NOVA has shown at least 3 different arrangements of multi family use focusing on the land plan however nothing to indicate unit sizes and placement of condos, townhomes or

apartments. Our subdivision has residents willing to meet with the developers however, the discussions need to be a “give and take”.

Please give serious consideration to our concerns. Thank you.

Gayle Elsasser

313 Logan Ranch Road

Georgetown 78628

To: Planning & Zoning

RE: Case# 2025-4-ANX

I am writing in opposition to 2025-4-ANX Shell Spur PUD and Annexation.

The requested Zoning is not a reasonable transition with Residential 1 to the north and west, and Large Lot (2+ acres) residential homes to the south. Adding upwards of 600 dwelling units is far too abrupt a transition, and the type of housing being added is not in line with the Future Land Use for the area. The Community Center designation calls for vertically integrated commercial and residential, not multistory apartments. Additionally, the limited plan available does not improve the health and welfare of the surroundings, with the applicant not including public amenities or parkland. The MF-1 does fit within the Future Land Use plan's Mixed-Density Neighborhood (MDN), however, by adding in MF-2, the proposed plan is no longer in line with the Future Plan Use. Further differences with Future planned use are the addition of Commercial C3, and a Gas Station versus Commercial C1 and community serving businesses.

Further to the destruction of the environment and reduction of value adjacent, they are asking to cut down heritage trees without a permit. The tree destruction, the requests to increase Impervious coverage, and lack of public amenities, show that this applicant is not interested in the neighborhood, nor Georgetown as a whole, but rather in maximizing profits above all else.

Traffic is obviously a major concern. This development would generate over 2000 trips/day, adding all that directly onto Shell Road, yet they are asking not to do a Traffic Impact Analysis and pay for what they generate. Shell road is currently a 2 lane undivided road and adding the residential, and commercial traffic to it without improvements will not be safe for currren users of Shell Road, nor the proposed development. They should have to pay for the traffic they are generating.

In regards to the requested Gas Station, this is not needed here, with multiple gas stations at either end of Shell Road, nor it it in line with the Future Use plan and the Community Center designation.

I encourage the Planning and Zoning team to work with the applicant to remove the MF-2 zoning, modify the Commercial to C1 and integrate vertical use residential. Additionally, the goal should be to maximize tree retention, show a plan which maximizes public space enhancements as well as not allowing increases in impervious cover. Traffic should be charged appropriately for the volume and type of traffic they will generate, and finally, the gas station should not be allowed.

Sincerely,

Heath Culp

Comments from Neighboring Property Owners

Terrie Hahn

321 Logan Ranch Rd.

I would be **OPPOSED** if the multi family/apartment plan that NOVA wants, as it stands right now, continues. I would rather see a single family neighborhood adjacent to my Country Estates type of neighborhood where we all own 2-5 acres properties. I thought the City had a policy of a gradual change from large lots to apartment complexes with single family homes in between and then multi.

If NOVA's plan goes forward with fewer one or two story townhouses/condos per acre and no apartment complex, I would **FAVOR** it. I really don't want them to go to TCEQ with a WWPF on my property line, just 300' from my well. If an apartment complex is inevitable (and I thought the City was slowing down on apartment complexes) maybe it could be right on Shell Rd away from our property lines. I would hope that NOVA would pitch in money for the roads/traffic lights that will be needed for such a populated acreage.

Thank you for your attention to this difficult matter.

Terrie Hahn

Subject: Project Case # 2025-4-ANX

Planning and Zoning Commissioners,

As residents adjacent to the property at Shell Road and Shell Spur we are opposed to the proposed development. We would like for the property to be annexed because we do not want a waste water treatment facility next to our homes, however, we do not want apartments either. When this developer started this process several years ago, the P&Z board said that apartments were not appropriate next to million dollar estate homes. That has not changed. Apartments are still inappropriate. They will have a devastating effect on our quality of life and our property values, as will a waste water treatment facility.

The developer met with a group of neighbors and the sentiment was strongly against multi family housing. They had several meetings with a small group of neighbors to find out what was important to us. When they changed the proposal after being turned down by the city, they changed many of the things that we communicated were important for us like less density and setbacks of 50’ from our homes. They did this with no communication to us. Since they went to the city council we have not heard from them at all.

We are not opposed to development on this property, but it needs to be developed in a way that is appropriate to the existing neighbors and good for the nearby community. This does not meet those standards.

Sincerely,
Carol and Brian Tharp

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS AND THE ANNEXATION AND INITIAL ZONING DESIGNATION OF PLANNED UNIT DEVELOPMENT OF CERTAIN TERRITORY CONSISTING OF 14.20 ACRES, MORE OR LESS, IN THE WILLIAM ROBERTS SURVEY ABSTRACT NO. 524, AS DESCRIBED HEREIN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the owners of the area proposed for annexation requested annexation of the area by the City of Georgetown ("City") pursuant to Local Government Code Section 43.0671; and

WHEREAS, all of the herein-described property lies within the extraterritorial jurisdiction of the City and is contiguous to the City; and

WHEREAS, the City Council approved a Municipal Services Agreement with NOVA368 LLOC for 14.20 acres on February 10, 2026; and

WHEREAS, Section 4.03.010 of the City's Unified Development Code ("UDC") creates procedures for initial zoning of newly annexed territory; and

WHEREAS, all prerequisites of state law and the City Charter have been complied with.

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 of the City of Georgetown hereby annexes into the City limits 31.263 acres in the William Roberts Survey, Abstract No. 524 as shown in ***Exhibit A*** and as described in ***Exhibit B*** (the "Property"). The Property is hereby included in City Council District 5, as it is adjacent to Council District 5 and no other City Council Districts. The City's official boundary map and City Council Districts map shall be amended accordingly.

Section 4. The Property is hereby included in the transportation service area known as "Area A." In accordance with Section 12.46.160 of the City's Code of Ordinances, the City's Official Transportation Service Area Map shall be updated to reflect that the Property is in such transportation service area, provided that such update will be for mapping purposes only and no updates to the transportation impact fee capital improvements plans or land use assumptions will be required.

Section 5. In accordance with the procedures for initial zoning of newly annexed territory described in Section 4.03.010 of the UDC, and for the reasons set forth by City Staff, the City Council hereby finds that a zoning classification of Planned Unit Development (PUD) is appropriate for the Property and consistent with the City's Comprehensive Plan, and upon annexation, the Property shall have a zoning of Planned Unit Development (PUD) with a base zoning district of Low Density Multi-Family (MF-1), in accordance with the attached ***Exhibit C*** (PUD Development Plan). The City's Official Zoning Map shall be amended accordingly.

Section 6. Upon annexation of the Property, the City shall provide to the Property the municipal services set forth in the Municipal Services Agreement attached to this ordinance as ***Exhibit D*** and by this reference incorporated within it (the "Agreement"), pursuant to the schedule set forth therein. The City shall have no obligation to provide services to the Property not listed in the Agreement.

Section 7. 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 8. 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 9. 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



EXHIBIT C
CONCEPT PLAN
SHELL ROAD TRACT #2

NOVA 368, LLC
GEORGETOWN, TEXAS

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

SHEET FILE: K:\230103-LDMDC\Cadfiles\PLANNING\Submittals\2025-11_PUD Concepts\Concept Plan Tract 2.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

EXHIBIT B

MATKINHOOVER
ENGINEERING
& SURVEYING

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

EXHIBIT C

Shell Spur Tract- Tract 2
Planned Unit Development
Development Plan

A. PROPERTY

The Shell Spur Tract-Tract 2 Planned Unit Development (PUD) District is located at the southwest intersection of Shell Road and Shell Spur. It consists of approximately 14.2 acres described in **Exhibit B, Survey/Field Notes**, herein defined as "Property".

B. PURPOSE

The purpose and intent of the PUD zoning district is to develop a horizontally integrated mixed-use community with a mix of low density multi-family residential. This PUD serves to augment and/or modify the standards for development outlined in the City of Georgetown Unified Development Code (UDC) in order to implement the vision for the Property and insure a cohesive, quality development not otherwise achieved solely by the underlying base zoning district.

A Land Use Plan has been attached to this PUD, **Exhibit C, Conceptual Land Use Plan**, to illustrate the design intent for the Property. The Conceptual Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document.

C. APPLICABILITY AND BASE ZONING

All aspects regarding the development of this PUD shall comply with the UDC, and other applicable provisions in the City's Code of Ordinances in place at the time of the effective date of the annexation of the Property, except as modified within this PUD or the exhibits attached to the PUD Ordinance. Each development within this PUD shall conform to a base zoning district per UDC Section 4.06.010.A "Compatibility with Base Zoning District."

1. Base Zoning

This PUD will have one character and use zones, as described below:

a. **Tract 1** – Low Density Multifamily (MF-1) base zoning.

In the case that this PUD does not address a specific City requirement, the Georgetown UDC and other Ordinances noted above shall apply. In the event of a conflict between the

regulations of this PUD and the regulations of the base zoning district, the PUD shall control.

D. CONCEPTUAL LAND PLAN

A Land Use Plan has been attached to this PUD, **Exhibit C, Conceptual Land Use Plan**, to illustrate the design intent for the Property. The Conceptual Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document.

E. LAND USES

The uses allowed within the PUD Area(s) below shall comply with the list of allowed and prohibited uses defined in the UDC Zoning Use Figures and Tables for the MF-1 district.

F. DEVELOPMENT STANDARDS

1. **Building Height:**

    a. A 125’ Transition Setback shall be established adjacent to single-family platted lots to the southern and western property line for Tract 1 (the “Transition Zone”) as shown on Exhibit C. The transition setback shall limit new development to 2-stories and up to thirty-five feet (35’) in height.
    b. Finished floor elevation will be no more than 7 feet above natural grade prior development.
    c. Residential units may not be vertically stacked and each unit must have a ground-floor entrance.

2. **Impervious Cover:**

    a. The impervious cover limit for the MF-1 residential portion of the Property is set at 60 percent (60%) impervious coverage.

3. **Building Design Standards:**

    All new structures within this Development shall be in conformance with the applicable provisions in UDC Chapter 6 and 7 with the following amendments:

a. A condominium plat is required to be recorded in line with Texas Property Code Chapter 82 prior to receiving a Certificate of Occupancy or a building final inspection.
b. The building separation shall be a minimum of 6', so long as all applicable fire codes are met.

G. VEHICULAR ACCESS AND CIRCULATION

1. Vehicular access:

a. Section 12.05.010, 12.05.020 and 12.05.030 of Chapter 12 of the UDC is not applicable to the PUD and is replaced with the following requirements:
i. Access to Shell Road shall be provided by a private drive, constructed to Neighborhood Collector standards as defined in the UDC, extending from Shell Road to the Property.
ii. The extension of Falling Leaf Lane shall terminate in a cul-de-sac, as shown on Exhibit C.
iii. Section 12.09- Traffic Impact Analysis of the UDC is not applicable to the PUD.

H. LANDSCAPE AND BUFFER REQUIREMENTS

Landscaping for this Development shall be in conformance with Chapter 8 of the UDC unless otherwise stated in this Development Plan.

1. Western property line only

a. A medium level bufferyard adjacent to a portion of the existing single-family platted lots to the west shown in Exhibit C shall consist of bufferyard plantings. The bufferyard shall consist of the following:
- A 15-foot wide planting area;
- One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet of bufferyard.

b. Fences may be installed within the bufferyard to create private backyards for residential units.
c. When easements and cross-access conflict with bufferyard requirements, the tree planting area shall be set back to accommodate the planting of shade trees.
d. The buffer yard shall only extend 900' from the southern property line to the north.
e. Bufferyard may include accessory structures such as sheds.

2. **Southern property line only**
    - **a.** A medium level bufferyard adjacent to existing single-family platted lots to the south shall consist of the following, as shown on Exhibit C:
        - A 15-foot wide planting area;
        - One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet of bufferyard.
    - **b.** Fences may be installed within the bufferyard to create private backyards for residential units.
    - **c.** When easements and cross-access conflict with bufferyard requirements, the tree planting area shall be set back to accommodate the planting of shade trees.
    - **d.** Bufferyard may include accessory structures such as sheds.

I. TREE PRESERVATION AND PROTECTION

Tree preservation and protection for this Development shall be in conformance with Chapter 8 of the UDC.

a. Heritage Trees may be removed by-right without a Tree Removal Permit.

J. PARKLAND AND COMMON AMENITY AREA

1. Parkland:

Parkland obligations shall be satisfied through fee-in-lieu per UDC Section 13.08 Parkland.

2. Common Amenity Areas:

- **a.** Common amenity areas shall be provided for the enjoyment of residents within this PUD. A 5’ sidewalk shall be provided along one side of all private roadways within this PUD to provide pedestrian access to amenities.
- **b.** A minimum of three (3) amenities shall be provided.
- **c.** All amenities shall be maintained by the onsite property management, Condominium Association, or Home Owners Association.
- **d.** Amenity elements may be used multiple times and within the same vicinity and may include:

- Pool and spa
- Picnic areas
- Landscaped seating areas
- Fenced dog park
- Outdoor game area
- Indoor workout area
- Outdoor workout area
- Community garden
- Amenitized heritage tree grove
- Pavilion
- Trails
- Tennis Court
- Pickleball Court
- Basketball Court
- Workout stations
- Turf play lawn
- Water and electrical connections to accommodate a food truck.
- Splash Pad
- Community Art
- Garden with on-site educational materials providing information about the flora and/or fauna of the garden area.
- Any other amenity as approved by City of Georgetown staff.

e. No outdoor grills and/or fire pits which are community amenities shall be closer than 150' from the southern property boundary. This does not apply to grills or fire pits used by individual residents as part of the use and enjoyment of their residential unit or home.

f. Any pool, spa and/ or a splash pad shall be no closer than 100' from the southern property line

g. All outdoor amenities shall operate no later than 10 pm.

K. UTILITY PROVISIONS

a. Existing well- Any existing wells on the Property shall not be used as a water resource for any development within the Property.

b. Water Meter—For purposes of applying water meter regulations, the PUD shall be served with 1 (one) master water meter and may share a master meter with an adjacent property, so long as no more than 521 total residential units utilize the master meter.

L. PUD MODIFICATIONS

In conformance with section 4.06.010.d.3 of the UDC, modifications to this development plan shall require city council approval of an amendment to this PUD processed pursuant to section 3.06 of the UDC, except, where the director of planning determines such modifications to be minor, the director may authorize such modifications. Minor modifications may include changes

to building sizes, uses, or locations providing those modifications conform to the general intent of this PUD, uses authorized by this PUD, or applicable provisions of the UDC and any other applicable regulations.

M. LIST OF EXHIBITS

- **Exhibit A** – PUD Development Plan
- **Exhibit B** – Legal Description
- **Exhibit C** – Conceptual Land Plan

MATKINHOOVER
ENGINEERING
& SURVEYING

FIELD NOTES FOR A 14.20 ACRE TRACT OF LAND

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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



EXHIBIT C
CONCEPT PLAN
SHELL ROAD TRACT #2

NOVA 368, LLC
GEORGETOWN, TEXAS

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

SHEET FILE: K:\230103-LDMDC\Cadfiles\PLANNING\Submittals\2025-11_PUD Concepts\Concept Plan Tract 2.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

EXHIBIT D

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF GEORGETOWN, TEXAS

AND NOVA368 LLC

This Municipal Services Agreement ("Agreement") is entered into on the 10 day of February, 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 10 day of February, 2026 by Josh Schroeder, Mayor of the City of Georgetown, a Texas municipal corporation, on behalf of said corporation.

By: Karen Frost

Notary Public, State of Texas

KAREN FROST
Notary Public, State of Texas
Comm. Expires 05-24-2028
Notary ID 10536084

(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

MATKINHOOVER
ENGINEERING
& SURVEYING

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
April 14, 2026

SUBJECT:
Development Agreement Related to 2200 Shell Road with NOVA368, LLC

SUGGESTED ACTION:
Consideration and possible action to approve a Development Agreement for Transportation Improvements and Major Wastewater Line Easement Acquisition Assistance related to 2200 Shell Road with Nova368, LLC -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:
Approximately 43.13 acres of property (two parcels of approximately 28.93 and 14.20 acres) located at the southwest corner of Shell Road and Shell Spur is seeking annexation from the city for commercial and multifamily development. The proposed agreement attempts to address wastewater service and transportation impacts of the proposed development.

Regarding wastewater service, the proposed development will agree to withdraw their TCEQ permit, allowing a wastewater treatment facility onsite in exchange for service through the existing city system. Some offsite linework and easements are necessary to accomplish this. However, the developer is confident they can obtain the necessary easements to construct the line. Should the developer be unable to secure the necessary rights to access existing sewer lines, after a good-faith effort, this agreement allows the developer to request that Council consider assisting through condemnation.

Regarding Transportation, upon annexation, the development will be subject to Transportation Impact Fees. However, the developer has agreed to construction roadway improvements that will help offset some of the impact this development will have on the adjacent roadways as well as provide benefits to the traveling public. The construction costs for a traffic signal at Shell Spur and Shell Road, as well as a left turn and right turn lane on Shell Road at the Shell Spur Intersection, will be eligible for impact fee credits. Those improvements are also required to be completed with the first phase of any development on the property. Additionally, while not eligible for impact fee credit, the developer has agreed to construct right turn/deceleration lanes into each driveway to the property as well as construct a cul-de-sac at the existing end of Flying Leaf Lane to prevent multifamily/commercial traffic from entering the adjacent neighborhood.

Staff recommends approval of the proposed Development Agreement.

FINANCIAL IMPACT:
There is no direct financial impact to the city. Any and all expenses will be paid directly by the developer.

SUBMITTED BY:
Shawn Gunnin, Systems Engineering

ATTACHMENTS:
Shell Spur DA - Final 03.12.2026 - w signature pages and exhibits.pdf
Combined Exhibits - Shell Spur PUD Development Agreement - labeled.pdf

DEVELOPMENT AGREEMENT
FOR TRANSPORTATION IMPROVEMENTS AND
MAJOR WASTEWATER LINE EASEMENT ACQUISITION ASSISTANCE
(Shell Spur Tract Subdivision)

This Development Agreement ("Agreement") is by and between the City of Georgetown, Texas, a home rule city situated in Williamson County, Texas (the "City") and Nova368, LLC, a Texas limited liability company ("Developer"). City and Developer are sometimes referred to in this Agreement singularly as a "Party" and collectively as the "Parties." This Agreement is made to be effective as of the Effective Date (defined below).

I. RECITALS

A. WHEREAS, Developer owns two parcels of real property – Parcel 1 being a 28.93 acre tract ("Parcel 1") , and Parcel 2 being a 14.2 acre tract ("Parcel 2") – which are contiguous to each other and together total approximately 43.13 acres of land ("Parcel 1" and "Parcel 2" are collectively referred to herein as the "Property") both located at the southwest intersection of Shell Spur and Shell Road having the street addresses of 2200 Shell Road (Parcel 1), and 2000 Shell Road (Parcel 2), in Williamson County, Texas, as more particularly described in the attached ***Exhibit A-1*** (Parcel 1) and ***Exhibit A-2*** (Parcel 2); and

B. WHEREAS, as of the Effective Date, the Property is located in the City's extraterritorial jurisdiction ("ETJ") and is contiguous with the City's city limits; and

C. WHEREAS, on February 15, 2024, Developer initially filed with the Texas Commission on Environmental Quality that certain "Application by NOVA368, LLC for TCEQ Permit No. WQ0016488001" for a new Texas Land Application Permit (the "TLAP Application") to authorize the disposal of treated domestic wastewater at a daily average flow not to exceed 56,500 gallons per day via surface irrigation of 16.5 acres of public access land, with the proposed wastewater treatment facility and effluent irrigation disposal site to be located within the boundaries of the Property; Sen. Charles Schwertner requested a public meeting on the application, and the City and several landowners opposed issuance of the TLAP Permit and it has been referred to the State Office of Administrative Hearings ("SOAH") for a contested case hearing.

D. WHEREAS, in lieu of prosecuting the TLAP Application and as consideration for its agreement to withdraw the TLAP Application with prejudice and promise not to file for any other TLAP or TPDES (herein defined) applications with the TCEQ pertaining to wastewater service to Property, Developer requested annexation of

the Property into the City limits, zoning of the Property as a Planned Unit Development allowing General Commercial (C-3), Low-Density Multi-Family (MF-1), and High-Density Multi-Family (MF-2), and City wastewater service to serve the Project (herein defined) on the Property; and

E. Developer's annexation and zoning applications pertaining to the Property are styled as Case Number 2025-4-ANX and Case Number 2025-12-ANX (collectively, the "Annexation and Zoning Petitions"), and the City Council is scheduled to consider the ordinances that would approve the Annexation and Zoning Petitions (collectively, the "PUD Ordinances") on even date with its consideration of this Agreement; and

F. WHEREAS, the Parties intend that, in consideration for Developer's promises to withdraw the TLAP Application with prejudice and to not file any other applications with the TCEQ pertaining to wastewater service to the Property, and Developer's construction of the Major Wastewater Line in accordance with the terms and conditions of this Agreement, the City will be the exclusive retail wastewater provider to the Property, the City has agreed to the Conceptual Wastewater Plan, and the Developer has agreed to acquire the Major Wastewater Easement or the Major Wastewater Line Easement – Alternate Location, and to construct the Major Wastewater Line, all at no cost to the City (subject to the provisions of **Section 83** of this Agreement); and

G. WHEREAS, the Developer has represented to the City that it will construct the Private Streets and transfer ownership of same to the POA for operation and maintenance, dedicate the Shell Spur Road ROW to the City at no cost to the City, dedicate to the Shell Road ROW to the City at no cost to the City, construct the Falling Leaf Lane Cul-de-Sac and the Eligible Transportation Improvements at no cost to the City, post the applicable Fiscal Security for construction of the Falling Leaf Lane Cul-de-Sac and the Eligible Transportation Improvements, and construct the Private Streets, Eligible Transportation Improvements, and Falling Leaf Lane Cul-de-Sac, all in accordance with the Governing Regulations; and

H. WHEREAS, City Code of Ordinances Sec. 12.46.120.D.2 allows an offset for the "construction of, contributions to, or dedications of off-site roadway facilities agreed to or required by the City as a condition of development approval and the amount is offset against roadway facilities impact fees otherwise due from the development;" and

I. WHEREAS, the Parties have determined that full development of the Property within the corporate limits and in accordance with the Governing Regulations is in the best interests of the Parties and the general public; and

J. WHEREAS, Developer has requested that the City set forth in writing the circumstances allowing Developer to receive Transportation Impact Fee ("TIF") offsets, and to receive City assistance in acquiring the Major Wastewater Line Easement needed for City to provide wastewater service to the Property; and

K. WHEREAS, Developer acknowledges that it has received the written disclosures from the City described in Texas Local Government Code ("TLGC") Section 212.172(b-1); and

L. WHEREAS, the Parties acknowledge and agree that this Agreement satisfies the requirements of TLGC Section 212.172 of, and in recognition of the mutual benefits to be derived from the reasonably managed development of the Property, including the increased certainty to the City and Developer concerning development rights, entitlements, arrangements, and commitments, the Parties desire to enter into this Agreement, pursuant to Section 212.172 of the TLGC; extending the City's regulatory authority over the Property by providing for the regulations and planning authority of the City to be applicable to the Property as provided herein; and authorizing enforcement by the City of the City's land use and development regulations, as modified by the PUD Ordinances and subject to the terms of this Agreement; and

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged and agreed by the Parties, the Parties agree as follows:

II. DISCLOSURES, CONSIDERATION, EFFECT OF RECITALS

A. **Acknowledgement of Receipt of Required Disclosures**. Developer acknowledges that, prior to the Effective Date, it received from the City the written disclosures required by Section 212.172(b-1) of the TLGC which are set forth in **Section 99** of this Agreement.

B. **Acknowledgement of Consideration.** The benefits to the Parties set forth above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the receipt and sufficiency of which is hereby acknowledged by the Parties.

C. **Effect of Recitals.** The foregoing Recitals in Article I above are true and correct and are incorporated by this reference into the Agreement as if set forth in full.

III. **DEFINITIONS:**

In addition to the terms defined elsewhere in in this Agreement, unless the context clearly indicates otherwise, (a) the term Section shall refer to a Section of this Agreement, the term Article shall refer to an Article of this Agreement, and (c) the following words when capitalized shall have the meanings set forth in this Article, below.

1. *"Access Easement"* means a temporary or permanent easement in favor of the City in Approved Form providing access to the Major Wastewater Line until such time as a public road providing access to the Major Wastewater Line is Complete.

2. *"Acquisition Documentation"* means the following written documentation submitted to the City by Developer evidencing its good faith efforts to acquire the Major Wastewater Line Easement: (i) preliminary legal descriptions prepared by a licensed surveyor registered to perform land surveys in the State of Texas retained by Developer describing the easement area(s) that are to be acquired; (ii) a sworn statement by a duly authorized representative of Developer (which may be an officer, director, member, manager or employee, or the Engineer) that Developer has made good faith efforts to secure the Major Wastewater Line Easement and describing those efforts; (iii) appraisals or other valuation determinations or estimates of the easement area(s) to be acquired (whether prepared by or for Developer or an affected landowner); and (iv) copies of any written offers and counteroffers, if any, between Developer and the affected landowner(s) regarding the easement acquisition, and non-confidential, non-privileged related correspondence, if any.

3. "*Approved Form*" means, as to the Major Wastewater Line Easement and Major Wastewater Line Easement – Alternate Location, an Access Easement, an Internal Wastewater Facilities Easement, a License to Encroach, or other document conveying a real property interest to the City, a document in the form promulgated by the City, available online at the City's official website at https://georgetowntexas.gov/development_services/planning/real_estate/convey_property_to_the_city.php#outer-663_(or another location on the City's official website). The Major Wastewater Line Easement, Major Wastewater Line Easement – Alternate Location, all Access Easements, all Internal Wastewater Facilities Easements that are not located, with the City's prior written consent, in a City-owned or controlled ROW, and all Licenses to Encroach must be exclusive to the City. As to the Private Street Maintenance Agreement, the term "Approved Form" means a maintenance agreement in the form approved by the City Attorney requiring the POA to perpetually own (or have perpetual access to), repair, and maintain the Private Streets.

4. "*Approved Plans*" means, as to Major Wastewater Line, the Wastewater Facilities, the Falling Leaf Lane Cul-de-Sac, the Public Transportation Improvements, and the

Private Streets, the design and construction plans and specifications prepared in compliance with the Governing Regulations by the Engineer and approved for construction by the City in its regulatory capacity. The term "Approved Plans" shall also encompass all applicable provisions of the Governing Regulations pertaining to same that are not reflected on the Approved Plans, but which still apply.

5. "*Assignee*" means, as to Developer, as successor to Developer as permitted under **Section 88.**

6. "*City*" means the City of Georgetown, Texas.

7. "*City Attorney*" means the City Attorney for the City.

8. "*City Council*" means the city council of the City of Georgetown, Texas.

9. "*City Rules*" means, collectively, the City's Code of Ordinances, and all specifications, standards, guidelines, manuals and policies referenced in Section 1 of the UDC, as the said City Rules may be revised by the City from time to time during the Term.

10. *"Completion or Complete"* means or is deemed to have occurred on the date all of the following events have occurred:

- as to all engineered improvements (including the Major Wastewater Line, the Wastewater Facilities, and the Public Transportation Improvements), the Engineer responsible for preparing the applicable Approved Plan has certified in writing to the City that the improvement is substantially complete such that, as applicable, all pipes, lines, appurtenances, facilities, structures, and equipment have been installed in accordance with the Governing Regulations and are capable of being fully operational following acceptance of the improvement for use by the City; and

- as to the Private Streets, the Engineer responsible for preparing the Approved Plans has certified to the City and the POA that the Private Streets comply with the Governing Regulations and are substantially complete such that the Private Streets can be accepted by the POA for use, operation, and maintenance; and

- all testing and inspections by the City and POA (if applicable) have been successfully conducted, all final approvals required for use, operation and maintenance from the City or the POA (as applicable) have been obtained, and the City or the POA (as applicable), has accepted the improvement for use, operation and maintenance; and

- as to the Major Wastewater Line, the Wastewater Facilities, and the Public Transportation Improvements, the City has received and approved all Completion Documentation and Dedication Documentation associated with the improvement,

and the City has, in writing, accepted the Major Wastewater Line, Wastewater Facility, or Public Transportation Improvement, as appropriate, for ownership, operation, and maintenance; and

- as to the Shell Spur Road ROW Dedication and the Shell Road ROW Dedication, a final plat evidencing dedication to the City of the Shell Spur Road ROW Dedication area and the Shell Road ROW Dedication area has been approved by the City for recordation in the Official Public Records of Williamson County, Texas.

11. *"Completion Documentation"* means (a) the Maintenance Security for a Completed improvement; (b) a set of construction plans for a Completed improvement certified as "as-built" by the Engineer responsible for preparing the Approved Plans for same; (c) all final, recordable Internal Wastewater Facilities Easements and the Major Wastewater Line Easement or Major Wastewater Line Easement – Alternate Location (as applicable), if said easements were not delivered with the application for approval of the construction plans for the Completed improvement and approved by the City with the Approved Plans; and (d) all third party warranties and guarantees associated with the improvement.

12. *"Conceptual Transportation Plan"* means the diagram attached as ***Exhibit C*** showing the location of the Public Transportation Improvements; however, the Conceptual Transportation Plan is not based on field or title work and modifications to the widths and/or other specifications and/or locations of the Public Transportation Improvements may be necessary due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations. Any such modifications must be pre-approved in writing by the City.

13. *"Conceptual Wastewater Plan"* means the diagram attached as ***Exhibit B*** showing the four (4) acceptable alternative locations of the Major Wastewater Line, including the proposed points of connection with the City's existing wastewater line; however, the Conceptual Wastewater Plan is not based on field or title work and modifications to the widths and/or other specifications and/or locations of the Major Wastewater Line may be necessary due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations. The final location of the Major Wastewater Line must be pre-approved in writing by the City (as evidenced by City's approval of the final construction plans).

14. "*Days*" or "*days*" means the days that the City is open for business.

15. *"Dedication Documentation"* means and includes all of the following, as applicable:

- As to any Internal Wastewater Facilities Easements that are not located, with the City's written pre-approval within a City owned or controlled ROW (if any), and as to a permanent Access Easement, a draft easement instrument in Approved Form; the legal description (metes and bounds or platted lot) and map or sketch of the proposed easement area prepared by a licensed surveyor registered to practice in the State of Texas; drafts of all Access Easements (if applicable), a draft License to Encroach (if applicable) each in Approved Form; and a current title commitment showing the encumbrances of record affecting the proposed easement area.

- As to any temporary Access Easement, draft easement instrument(s) in Approved Form the legal description (metes and bounds or platted lot) and map or sketch of the proposed easement area prepared by a licensed surveyor registered to practice in the State of Texas; an ownership and lien affidavit covering the proposed easement area, and a draft License to Encroach (if applicable) in Approved Form

- As to the Major Wastewater Line Easement and the Major Wastewater Line Easement – Alternate Location, draft easement instrument(s) in Approved Form conforming to the Approved Plans for the Major Wastewater Line; the legal description(s) (metes and bounds or platted lot) and map or sketch of the proposed easement area(s) prepared by a licensed surveyor registered to practice in the State of Texas; drafts of all Access Easements (if applicable), drafts of all Licenses to Encroach (if applicable) each in Approved Form; and a current title commitment showing the encumbrances of record affecting the proposed easement area(s).

- As to ROW, if dedicated by plat, the final plat application, or if conveyed by separate instrument, the draft deed instrument(s) in Approved Form; the legal description(s) (metes and bounds) and map or sketch of the proposed right-of-way area(s) prepared by a licensed surveyor registered to practice in the State of Texas; and a current title commitment showing the encumbrances of record affecting the proposed area(s).

16. *"Develop, Developed, or Development":* means the initiation of any activity governed by the UDC related to land or property modification whether for imminent or future construction activities including, but not limited to, division of a parcel of land into two (2) or more parcels; alteration of the surface or subsurface of the land including grading, filling, or excavating; clearing or removal of natural vegetation and/or trees in preparation of construction activities; installation of public infrastructure, construction of impervious surfaces; and vertical development. Excluded from this definition are repairs to existing utilities; minimal clearing of vegetation for surveying and testing; and bona fide agricultural activities.

17. "*Developer*" means Nova368, LLC, a Texas limited liability company, and its permitted assigns under **Section 88.**

18. "*Effective Date*" means the latest date accompanying the signatures of the duly authorized representatives of the Parties on this Agreement.

19. *"Eligible Transportation Improvements"* means and includes only those specific transportation system improvements described on the attached ***Exhibit D***. The term does not include the Shell Spur Road ROW, Shell Road ROW, or any other right-of-way acquisition or dedication, the Falling Leaf Lane Cul-de-Sac, the Private Streets, or any Public Transportation Improvements other than those specifically described on ***Exhibit D***.

20. *"Engineer"* means a registered professional engineer licensed to practice engineering in the State of Texas retained by Developer.

21. *"ETJ*" means the extraterritorial jurisdiction of the City as determined under Chapter 42 of the TLGC, as amended.

22. "*Falling Leaf Lane Cul-de-Sac*" means the terminus on the Property of Falling Leaf Lane, consisting of a cul-de-sac constructed by Developer at no cost to the City in the general location shown on the Conceptual Transportation Plan in accordance with the Approved Plans for same and the Governing Regulations pertaining to public streets that are to be dedicated or transferred to the City on Completion.

23. *"Fiscal Security"* as used herein means either (a) an irrevocable letter of credit to be provided by Developer in favor of the City issued by a major U.S. bank meeting the City's minimum standards for credit ratings and being in form and substance acceptable to the City, and continuously remaining in place until drawn upon or released by the City under the terms and conditions of this Agreement; or (b) with respect to the Major Wastewater Line, a cash deposit received by the City from Developer, which shall be deposited by the City in an escrow account and remain in place until drawn upon or released by the City under the terms and conditions of this Agreement, in the amount of 125% of the City-approved Engineer's estimated costs for the City to acquire the Major Wastewater Line Easement and to construct the Major Wastewater Line, plus 125% of the City-approved Engineer's estimated costs for same.

24. *"Governing Regulations"* means and includes, collectively, the federal, state, and local laws, rules and regulations applicable to the Development of the Project on the Property, including, but not limited to this Agreement, the Approved Plans, the PUD Ordinances, and the UDC. The term also includes the "*City Rules*."

25. *"Internal Wastewater Facilities"* means, collectively, all lines/piping, valves, receiving drains, manholes, and other facilities to be constructed by Developer at no cost to the City in accordance with the Governing Regulations entirely within the Property to

enable the City to provide Wastewater Service to customers on Parcel 1, and including at a minimum a stubout to the perimeter of Parcel 2 to serve customers on Parcel 2. The term does not include the service line on a retail customer's side of a City wastewater main, or the Major Wastewater Line, which is separately defined.

26. "*Internal Wastewater Facilities Easements*" means collectively, one (1) or more easements in Approved Form exclusively in favor of the City for all Internal Wastewater Facilities where such facilities are not, with prior written consent from the City, within a City owned or controlled ROW. The term does not include the Major Wastewater Line Easement or the Major Wastewater Line – Alternate Location, which are separately defined.

27. "*Maintenance Security*" means shall mean a bond, letter of credit, or cash held in escrow, as the City may determine in its sole discretion and in a form reasonably acceptable to the City, in the amount of ten percent (10%) of the total cost of constructing each improvement that is, after Completion, to be transferred to the City for ownership, operation, and maintenance, beginning on the date acceptance by the City of the improvement for ownership, operation, and maintenance, and ending on the date that is two (2) years after the beginning of the period.

28. "*Major Wastewater Line*" means the twelve inch (12") diameter wastewater line to be constructed by Developer at no cost to the City within the Major Wastewater Line Easement or the Major Wastewater Line Easement – Alternate Location, in accordance with the Approved Plans for the Major Wastewater Line and the Governing Regulations.

29. *"Major Wastewater Line Easement – Alternate Location"* means, collectively, one or more easements exclusively in favor of the City to be acquired by Developer in Approved Form, at no cost to the City, in the Approved Form for the Major Wastewater Line where generally shown on the attached ***Exhibit F.*** The Major Wastewater Line Easement-Alternate Location shall have a minimum width of two (2) times the depth of the Major Wastewater Line. Developer will be responsible for obtaining, in Approved Form and at Developer's expense, any Access Easements or Licenses to Encroach that may be required for the City to access the Major Wastewater Line Easement – Alternate Location from an existing public roadway. .

30. "*Major Wastewater Line Easement*" means, collectively, one or more easements exclusively in favor of the City to be acquired by Developer, at no cost to the City, in the Approved Form for the final City-approved location of the Major Wastewater Line, which may be in one (1) of the four (4) alternative the locations shown on the Conceptual Wastewater Plan, but subject to relocation for the reasons described in the definition of Conceptual Wastewater Plan after pre-approval of any such adjustment by the City . The Major Wastewater Line Easement shall have a minimum width of two (2) times the depth of the Major Wastewater Line. Developer will be responsible for obtaining, in Approved

Form and at Developer's expense, any Access Easements or Licenses to Encroach that may be required for the City to access the Major Wastewater Line from an existing public roadway.

31. "*Major Wastewater Line Easement Acquisition Deadline*" means before and as a condition of the City's approval of the first final plat for all or any part of the Property.

32. "*POA*" means one or more property owners associations or homeowners associations formed and operating under the laws of the State of Texas where membership is appurtenant to ownership of a lot included on a final subdivision plat for all or part of the Property.

33. "*Parcel 1*" means that certain 28.93 acre tract having the street addresses of 2200 Shell Road, Williamson County, Texas, as more particularly described in the attached ***Exhibit A-1*** (Parcel 1).

34. "*Parcel 2*" means that certain 14.20 acre tract having the street address of 2000 Shell Road, Williamson County, Texas, as more particularly described in the attached ***Exhibit A-2*** (Parcel 2).

35. "*Parties*" means, collectively, the City and the Developer.

36. "*Party*" means either the City or the Developer.

37. *"Private Streets"* means, collectively, all streets, roadways, curbs, asphalt and base, together with any and all related appurtenances necessary to provide pedestrian and vehicular access for the Project to be designed and constructed by Developer at no cost to the City in accordance with the Governing Regulations and City Rules, that are located or to be located within the boundaries of the Property and which must be owned, maintained and repaired by a POA pursuant to the Private Street Maintenance Agreement. The term shall also include all stormwater management, drainage, and water quality facilities necessary for or related to the Private Streets. The term does not include the Falling Leaf Lane Cul-de-Sac or the Shell Spur Road ROW Dedication. For clarity, all Private Streets must be constructed to City standards, but the City will not own, operate, or maintain the Private Streets.

38. *"Private Streets Maintenance Agreement*" means the agreement required by Section 12.03.020 of the UDC requiring and governing the perpetual ownership, maintenance, and repair of the Private Streets by a POA.

39. "*Project*" means Development of the Property in accordance with the PUD Ordinances and the Governing Regulations.

40. "*Property*" means, collectively, Parcel 1 and Parcel 2, which are generally located at the southwest intersection of Shell Spur and Shell Road in Williamson County, Texas,

and are more particularly described in the attached ***Exhibit A-1*** (Parcel 1) and ***Exhibit A-2*** (Parcel 2).

41. "*Public Transportation Improvements*" means, collectively, the Eligible Transportation Improvements, the Falling Leaf Lane Cul-de-Sac, the Shell Road ROW Dedication, and the Shell Spur Road ROW Dedication. The term also includes all additional ROW needed to construct the Public Transportation Improvements, including land ROW that is outside the boundaries of the Property. The term does not include the Private Streets.

42. "*PUD Ordinances*" means, collectively, on their final adoption, the ordinances approved by the City Council adopting the PUD Development Plans for Parcel 1 and Parcel 2 presented to, but unanimously denied by, the City's Planning & Zoning Commission on February 3, 2026, as said ordinances may be amended from time to time after the Effective Date.

43. "*ROW*" means public right-of-way. The term does not include the Private Streets.

44. "*Shell Spur Road ROW Dedication*" means that portion of the Property required by UDC Sections 12.02.020(B) and 12.02.030 to be dedicated by Developer to the City, at no cost to the City, for the expansion of the existing Shell Spur Road ROW from its current width to a total of ninety-four (94) feet wide, sufficient for a "Major Collector," as the term "Major Collector" is defined in the UDC.

45. "*Shell Road ROW Dedication"* means that portion of the Property required by UDC Sections 12.02.020(B) and 12.02.030 to be dedicated by Developer to the City, at no cost to the City, for the expansion of the existing Shell Road ROW from its current width to a total of one hundred thirty-five (135) feet wide, sufficient for a "Major Arterial," as the term "Major Arterial" is defined in the UDC.

46. "*TCEQ*" means the Texas Commission on Environmental Quality, or its successor agency having jurisdiction over wastewater treatment and discharge.

47. "*TIA*" means a traffic impact analysis for the Property prepared in accordance with Section 12.09 of the UDC.

48. "*TIF*" means the transportation impact fee adopted by the City Council pursuant to Chapter 395 of the TLGC to recoup the costs of capital improvements or expansions to the City's transportation system, in the amount in effect on the "Assessment Date," as the term "Assessment Date" is defined in accordance with City Code of Ordinances Section 12.46.090, and which amount may be revised by the City Council after the Effective Date in accordance with the applicable procedures set forth in TLGC Chapter 395.

49. "*TIF Offset*" means the maximum amount that the TIF may be reduced on Developer's demonstration of compliance with the terms and conditions of this

Agreement, calculated after Completion of the Eligible Transportation Improvements and the City's acceptance of the TIF Offset Documentation, per **Section 67.**

50. "*TIF Offset Documentation*" means the information described on the attached ***Exhibit E***.

51. "*TIF Service Unit"* means one vehicle-mile of travel during the afternoon peak hour of traffic, and is also sometimes referred to in City Code of Ordinances Chapter 12.46 as a "vehicle mile."

52. "*TLAP*" means a permit issued by the TCEQ allowing municipal or domestic wastewater treatment facilities to dispose of treated effluent on land rather than discharging it into surface water.

53. "*TLAP Application*" has the meaning given in Paragraph C of the Recitals.

54. "*TPDES*" means the Texas Pollutant Discharge Elimination System, a regulatory program managed by the TCEQ that controls water pollution by issuing permits for wastewater and stormwater discharges to surface water in Texas.

55. "*Unified Development Code*" or "*UDC*" means the City's Unified Development Code in effect as of the Effective Date.

56. "*Vertical Development*" means the construction, installation or remodeling of enclosed building structures for which the City typically requires building permits or certificates of occupancy.

57. "*Wastewater Facilities*" means, collectively, the Major Wastewater Line and the Internal Wastewater Facilities.

58. "*Wastewater Impact Fees*" means a charge or assessment of money imposed per service unit by the City pursuant to City Code of Ordinances Chapter 13.32 against new development to generate revenue for funding or recouping the costs of wastewater capital improvements or facility expansions necessitated by or attributable to new development, in the amount in effect at the time of assessment under City Code of Ordinances Section 12.32.070, as said amount may be revised by the City Council during the Term in accordance with the applicable procedures set forth in TLGC Chapter 395.

59. "*Wastewater Service*" means the provision by the City of domestic wastewater collection and treatment services to retail customers within the Property per the rules and regulations promulgated by the City.

IV. GENERAL DEVELOPMENT REQUIREMENTS

60. **Withdrawal of TLAP Application; Prohibition on Applying or Reapplying for TCEQ Wastewater Permit.** In consideration of the City's agreement to provide wastewater service to the Property for the Project and the City's other promises and

commitments in this Agreement, Developer shall, within thirty (30) days after the Effective Date, withdraw the TLAP Application from the TCEQ (and SOAH, if a contested case hearing on the TLAP Application has been docketed with SOAH) with prejudice against refiling the TLAP Application, and shall not file any other TLAP or TPDES application pertaining to wastewater generated on the Property.

61. **Compliance with the Governing Regulations Required.** All Development on the Property must conform to the Governing Regulations; *provided however*, that this Agreement shall control with regard to TIA submittal requirements, TIF Offsets, and the Major Wastewater Line Easement acquisition process. In all other respects, the Governing Regulations shall control and apply to all Development on the Property, and nothing in this Agreement shall be construed to waive or alter the requirements of the Governing Regulations except as expressly stated otherwise in this Agreement.

62. **POA Required**. Prior to the first closing of a sale of a lot on the Property, but in no event later than the date that the City receives the first application for a building permit for vertical Development on the Land, Developer will record or cause to be recorded a Master Covenant covering the Property that establishes the obligation of the POA to implement and enforce a Master Covenant requiring the POA to maintain a legal right to access or own, and maintain in perpetuity, the Private Streets located or to be located on the Property, and to assess and collect such fees as are necessary to adequately fund such obligations. Further, the Master Covenant shall state that the provisions obligating the POA to enforce the Master Covenant, maintain the Private Streets in perpetuity, and fund the POA's obligations under this Agreement and the Master Covenant cannot be amended or removed from the Master Covenant. Developer shall provide a copy of the recorded Master Covenant to the City.

V. TRANSPORTATION IMPROVEMENTS

63. **Traffic Impact Analysis Requirement Waived.** In consideration for Developer's agreement to Complete, or cause Completion of, the Public Transportation Improvements in accordance with the Governing Regulations, the City hereby waives the requirement in Section 12.09 of the UDC for Developer to submit a TIA.

64. **General**. The City hereby acknowledges and agrees that the Public Transportation Improvements will be the only public roadway or transportation improvements that will be required by the City with respect to Development of the Project on the Property. Notwithstanding the generality of the foregoing, the Developer shall construct the Private Streets at no cost to the City.

65. **Requirements Regarding Private Streets**. At Developer's request, all roadways within the boundaries of the Property, other than Shell Spur and Shell Road, will be private streets, not owned, operated, or maintained by any governmental entity. On

Completion of a Private Street, the Developer shall transfer or convey the Private Street to the POA for perpetual ownership (or perpetual right of access thereto), operation, maintenance, and repair pursuant to the Private Street Maintenance Agreement. The City shall have no liability or responsibility for the Private Streets.

66. **Procurement Process Required for Eligible Transportation Improvements.** Developer must comply only with the procurement requirements as set forth in this **Section 65** with respect to designing and constructing the Eligible Transportation Improvements (the "Required Procurement Procedures"). Failure to comply with the Required Procurement Procedures as set forth in this **Section 65** will void Developer's right to request TIF Offsets, and the City will have no obligation to grant any TIF Offsets related to Eligible Transportation Improvements for which the Required Procurement Procedures were not followed. The Required Procurement Procedures are as follows: (a) Developer must advertise construction bids for the Eligible Transportation Improvements in a newspaper of general circulation in the City of Georgetown or Williamson County once a week for at least two weeks; (b) Developer must hold a pre-bid opening meeting; (c) Developer must open bids publicly no earlier than fifteen (15) days after the public notice process has concluded; (d) a five percent (5%) bid bond must be required; (e) Developer must require any selected contractor(s) to maintain performance and payment bonds for the Eligible Transportation Improvements to be constructed; (f) Developer must consider the following criteria in choosing a contractor: price, experience and reputation, whether the contractor's financial capability is appropriate for the size and scope of the project, timely submittal of the contractor's bid and contractor's compliance with the contract documents. For purposes of clarification, the Required Procurement Procedures shall not require Developer to have any consultants other than the contractor constructing the Eligible Transportation Improvements (as outlined above) chosen through a public notification and/or bidding process. The City will cooperate in all respects, at no material cost to the City, with Developer at all times during the procurement process, and the City shall confirm in writing within ten (10) days after written request from Developer that Developer is in compliance with the Required Procurement Procedures.

67. **Completion of Transportation Improvements Required.** Developer agrees to Complete the Public Transportation Improvements (including the Eligible Transportation Improvements) prior to and as a condition of the City's approval of any Vertical Development on the Property. Developer shall submit plans for the Eligible Transportation Improvements to the City with the first application for a final plat for any portion of the Property. No final plat for any portion of the Property will be approved by the City unless and until the City has issued Approved Plans for the Eligible Transportation Improvements.

68. **TIF Offset Documentation.** Within one hundred twenty (120) calendar days after Developer's Completion of the Eligible Transportation Improvements when and as required by the Governing Regulations, Developer shall submit the TIF Offset Documentation to the City. The City shall use its best efforts to review the TIF Offset Documentation and notify Developer of any discrepancies or additional information reasonably required within thirty (30) days after Developer's delivery of the TIF Offset Documentation, and Developer agrees to resolve and/or address any discrepancies and/or deliveries of additional information to the City's satisfaction within thirty (30) days of receipt of the City's request. The City and the Developer agree to ensure the sufficiency and accuracy of the TIF Offset Documentation so that the TIF Offset can be calculated correctly. The City's failure to respond to Developer within the timeframes does not constitute the City's approval of the TIF Offset Documentation.

69. **TIF Offset Amount Calculation Methodology.**

a. Total TIF Offset Amount: The total TIF Offset amount shall be the lesser of the following two amounts:

i. the amount that is equal to the number of TIF Service Units shown on the final plat(s) for the Property multiplied by the fee per TIF Service Unit shown on the current City Code of Ordinances, Ch. 12.46, Schedule 12.46.071(B) or Schedule 12.46.071 (C) as of the "Assessment Date" (as the term "Assessment Date" is defined in City Code of Ordinances Chapter 12.46); or

ii. the actual costs to Developer of Completing the Eligible Transportation Improvements supported, to the City's reasonable satisfaction, by the TIF Offset Documentation.

b. Per TIF Service Unit Amount: The Per TIF Service Unit Offset Amount shall be the Total TIF Offset Amount calculated per **Section 68(a**), above, divided by the number of TIF Service Units for the final plat(s) of the Property.

70. **TIF Offset Creation**. TIF Offsets for construction of Eligible Transportation Improvements shall be deemed created when the Eligible Transportation Improvements are Completed and the City has accepted them for ownership, operation, and maintenance, and the City has approved the TIF Offset Documentation in writing.

71. **Geographical Limits.** The TIF Offsets shall be associated solely with the final plats for the Property. No TIF Offsets can be applied or used outside the boundaries of the Property.

72. **When Applied.** A TIF Offset associated with a final recorded plat shall be applied at the time of application for the first building permit for a structure on the Property and, successively to each building permit application thereafter, reducing the Per TIF Service Unit Amounts due until the Total TIF Offset Amount is exhausted.

73. **Expiration of TIF Offsets; Surviving Obligation to Provide TIF Offsets for Completed Eligible Transportation Improvements**. TIF Offsets shall expire ten (10) years from the date the offset was created. If the City elects to terminate this Agreement because of a failure or default by the Developer that remains uncured after expiration of any applicable notice and cure periods in accordance with this Agreement, or if this Agreement expires of its own terms, the City's obligation to provide TIF Offsets will be limited to TIF Offsets associated with an Eligible Transportation Improvement that was Completed before termination or expiration of this Agreement, which obligation shall survive termination or expiration of this Agreement. For clarity, this means that the City's obligation to provide TIF Offsets for Eligible Transportation Improvements that are not Complete before termination or expiration of this Agreement will not survive termination or expiration of this Agreement.

VI. WASTEWATER IMPROVEMENTS

74. **General**. The Developer shall design and construct, at no cost to the City, the Wastewater Facilities. The City hereby acknowledges and agrees that the Wastewater Facilities will be the only wastewater improvements that will be required for the City to provide Wastewater Service to the Project on the Property.

75. **Major Wastewater Line Easement**. Developer shall, at no cost to the City, and prior to and as a condition of the City's approval of construction plans for the Major Wastewater Line, obtain the Major Wastewater Line Easement, and the Access Easements and temporary construction easements necessary for the construction of the Major Wastewater Line. The Major Wastewater Line Easement shall be (*w*) exclusive to the City and in Approved Form; (*x*) sized per the requirements of this Agreement; (*y*) be at the correct elevation to connect with the City's existing relevant wastewater lines; and (*z*) be located generally where shown on the Conceptual Wastewater Plan and the Approved Plans. Furthermore, the temporary construction easements and Access Easements for the Major Wastewater Line shall be in widths and locations to be determined by the Engineer, and shall be reasonably acceptable to the City and Developer.

76. **Internal Wastewater Facilities Easements**. Developer shall, at no cost to the City, and prior to and as a condition of the City's approval of construction plans for the relevant Internal Wastewater Facility, obtain the Internal Wastewater Facilities Easements, the Access Easements for the Internal Wastewater Facilities, and temporary construction easements necessary for the construction of the Internal Wastewater Facilities. All Internal Wastewater Facilities Easements shall be (*x*) sized per the requirements of the UDC; and (*y*) be located generally where shown on the Conceptual Wastewater Plan (if shown), and (*z*) if not in a City owned or controlled ROW with the City's prior written approval, exclusively in favor of the City. The temporary construction

and Access Easements (if any) shall be in widths and locations to be determined by the Engineer, and shall be reasonably acceptable to the City and Developer.

77. **Completion and Transfer to the City.** Developer shall design and Complete, or cause to be designed and Completed, the Major Wastewater Line and the Internal Wastewater Facilities in compliance with the Governing Regulations. On Completion, the Major Wastewater Line and the Internal Wastewater Facilities must be dedicated or transferred to the City for ownership, operation and maintenance.

78. **Dedication Documentation.** At least sixty (60) days prior to the deadline for conveying the Major Wastewater Line, an Internal Wastewater Facility, the Major Wastewater Easement, or an Internal Wastewater Facilities Easement to the City, Developer will provide, or cause to be provided, the applicable Dedication Documentation to the City. All conveyances to the City must be in the applicable Approved Form as confirmed by the City Attorney as evidenced by the City Attorney's signature on the recordable instrument. The City is not required to accept conveyances that are not on the appropriate Approved Form or assignments of private easements.

79. **Encumbrances and Liens.** If the Dedication Documentation includes an ownership and lien affidavit and the affidavit shows a lien or other monetary encumbrance which affects and encumbers all or any portion of the area to be transferred to the City, Developer shall cause the holder of such lien or encumbrance to subordinate such lien or other monetary encumbrance as per the applicable Approved Form.

80. **Costs.** The costs incurred to convey easements, and to grant Licenses to Encroach (defined in **Section 82** below) (including costs of acquisition, recording, and preparation of the Dedication Documentation and costs of issuing title policies required by this Agreement) are the responsibility of Developer.

81. **Title Policies.** If the Dedication Documentation includes a title commitment, Developer will provide title insurance for the real estate or asset, as applicable, using the values stated in the definition of Dedication Documentation and will cause the subordination of any liens or monetary encumbrances reflected on the commitment before the easement is granted to the City. Only the standard pre-printed non-policy covered items of the type listed on Texas Real Estate Commission Schedule B are permitted.

82. **Access Easements.** If no public road exists providing access to the Major Wastewater Line Easement, Major Wastewater Line Easement – Alternate Location, or an Internal Wastewater Facility when the applicable easement or is granted, Developer shall grant, or cause to be granted, an Access Easement, in a location and of a size determined by the City during the City's review and approval of construction plans and final plats, sufficient to allow the City and its authorized agents to access the applicable

improvement via an Access Road until such time as a public road providing such access is Complete. Each Access Easement will terminate as each portion thereof is included within an easement or ROW shown on a recorded plat.

83. **Licenses to Encroach**. Developer may request authorization under City Code of Ordinances Section 12.08 or 12.09, or Section 3.21 of the UDC (as applicable) (each, for purposes of this Agreement, a "License to Encroach") to allow perpendicular crossings or other encroachment as may be reasonably necessary of the Major Wastewater Line Easement, Major Wastewater Line Easement – Alternate Location, an Access Easement, or an Internal Wastewater Facilities Easement. Each License to Encroach must be in Approved Form substantially in the form attached hereto as ***Exhibit F-3***.

84. **Possible City Assistance with Major Wastewater Line Easement Acquisition**.

a. This **Section 83** applies to the Major Wastewater Line Easement only. It does not apply to the Major Wastewater Line Easement – Alternative Location. Developer shall use good faith efforts to obtain the Major Wastewater Line Easement on or before the Major Wastewater Line Easement Acquisition Deadline.

b. If Developer is unable to obtain the Major Wastewater Line Easement on or before the Major Wastewater Line Easement Acquisition Deadline, after using good faith efforts to do so, Developer may request in writing that the City assist with the Major Wastewater Line Easement acquisition (the "City Assistance Request"). Such a request to the City must be accompanied by the Acquisition Documentation from Developer. The Parties acknowledge and agree that the Major Wastewater Line constitutes a necessary and required improvement for the City's wastewater system. The City will provide use of all necessary City lands, rights-of-way and easements (if any). It is acknowledged there is and exists a public necessity for the Major Wastewater Line. The City agrees to use its power of eminent domain to acquire such lands or easements as may be necessary for the construction of the Major Wastewater Line following receipt of a City Assistance Request. The documented costs and expenses of the City obtaining any easements and other land required for the construction of Major Wastewater Line and for the Major Wastewater Line Easement that is located outside the boundaries of the Property shall be paid by Developer.

c. Within fifteen (15) days after the City's receipt of the City Assistance Request accompanied by the Acquisition Documentation from Developer, the City shall provide a preliminary written estimate to Developer of projected costs and expenses related to acquisition of the Major Wastewater Line Easement by eminent domain, including the cost of preparing instruments and surveys, payment for the purchase of the Major Wastewater Line Easement, and condemnation costs incurred by the City, including any litigation related thereto (including all actual legal fees, witness costs, and

court costs), and the costs of completing the Major Wastewater Line, which cost estimate shall form the basis for determining the amount of the Fiscal Security. Developer shall provide the Fiscal Security within thirty (30) days after receipt of the written cost estimate. Regardless of the initial amount of the Fiscal Security, Developer must pay all costs and expenses incurred by the City relating to the acquisition of the Major Wastewater Line Easement and constructing the Major Wastewater Line, including, without limitation, costs of negotiating easements with landowners, preparation of instruments and surveys, payment of a negotiated sum for purchase of the Major Wastewater Line Easement, and purchase or condemnation costs incurred by the City, including any litigation related thereto (including all actual legal fees, witness costs, and court costs), and the cost of constructing the Major Wastewater Line. If the actual costs exceed the original cost estimate, Developer shall provide payment of the additional amount within fifteen (15) days of receipt of a written request for payment from the City. If the actual costs are less than this sum, the City shall promptly refund the excess amount to Developer on Completion of the Major Wastewater Line.

d. Developer acknowledges and agrees that the City will not authorize its employees, representatives, agents or consultants to commence any efforts to acquire the Major Wastewater Line Easement until the conditions in **Section 83(a) and (b)** are met and the Fiscal Security is received by the City. Failure by Developer to satisfy the conditions set forth in **Section 83(a) and (b)** or to timely pay any written estimate or any invoice in full related to the costs of acquiring the Major Wastewater Line Easement or Completing the Major Wastewater Line shall constitute a material breach of this Agreement.

e. The Fiscal Security must be maintained in full force and effect by Developer, at no cost to the City, until the Major Wastewater Line Easement has been acquired and the Major Wastewater Line has been Completed. If any time before Completion of the Major Wastewater Line, the City determines that the estimated costs to acquire the Major Wastewater Line Easement and/or to Complete the Major Wastewater Line exceeds the amount of the Fiscal Security then in effect, the City shall notify Developer of the cost increase and the new required amount and Developer shall, within thirty (30) days after receipt of the notice, provide an amended or substituted Fiscal Security with a payment amount equal to the new increased required amount stated in the notice.

f. Developer shall have no right to use and/or draw on the Fiscal Security. The City shall have the right <u>but not the obligation</u> to use and/or draw on the Fiscal Security to acquire, or cause the acquisition of, the Major Wastewater Line Easement and/or to Complete, or cause Completion of, the Major Wastewater, in its sole discretion and in its

own time. If the City acquires the Major Wastewater Line Easement, the amount of the Fiscal Security may be reduced to the amount that is 125% of the City-approved then-current Engineer's estimated cost to Complete the Major Wastewater Line. If the City acquires the Major Wastewater Line Easement, after such acquisition, Developer may send a written notice to the City stating that it will construct the Major Wastewater Line, and after Developer Completes, or causes Completion of the Major Wastewater Line, the City will release any unused portions of the Fiscal Security to Developer.

85. **Wastewater Impact Fees**. The Parties agree that Wastewater Impact Fees shall be assessed and are due for collection when required by City Code of Ordinances Section 13.32.070 (assessment) and Section 13.32.090 (collection). For clarity, this means that any preliminary plat submitted before the City's adoption of a PUD Ordinance is deemed to be expired. No Wastewater Impact Fee credits will be granted.

86. **Service Commitment**. In accordance with and subject to the terms and conditions of this Agreement, the City agrees to provide the Wastewater Service to customers within the Project on the Property, which commitment is further subject to compliance with all service requirements and payment of all applicable impact fees, security deposits, and other fees and charges.

87. **Major Wastewater Line Easement – Alternate Location**. Developer may, at Developer's discretion, acquire the Major Wastewater Line Easement -Alternate Location in lieu of acquiring the Major Wastewater Line Easement, for the purpose of placing therein the Major Wastewater Line. If the Major Wastewater Line Easement – Alternate Location is not located, with the City's prior written consent, in a City-owned or controlled ROW, it must be located in an exclusive easement in favor of the City and in Approved Form.

VII. TERM AND ASSIGNMENT

88. **Term**. The term of this Agreement shall be ten (10) years from the Effective Date (the "Term"). After the Term , this Agreement shall have no force or effect, except that termination will not affect any right or obligation arising from approvals already granted. Survival of TIF Offsets is governed by **Section 72.**

89. **Assignment**. Developer shall have the right to assign this Agreement in whole or in part to any person or entity (an "Assignee") with the prior written consent of the City Council *provided that*: (a) the assignment and assumption agreement is in writing and executed by the Developer and the Assignee; (b) the assignment and assumption agreement incorporates this Agreement by reference and binds the Assignee to perform the Developer's obligations (to the extent of the obligations assigned) in accordance with this Agreement; (c) the Assignee is a purchaser of some or all of the Property; and (d) the assignment and assumption agreement includes an acknowledgement that the City

Council has given its written consent to the assignment and assumption. Each Assignee shall become a Party to this Agreement upon the execution of the assignment and assumption agreement and after consent to the assignment is given by the City Council. As provided in Section 212.172(f), TLGC, this Agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot.

VIII. DEFAULT AND REMEDIES

90. **Default and Remedies.** In the event of default by any Party (a "Defaulting Party"), any non-defaulting Party shall give the Defaulting Party written notice specifying the default (a "Default Notice"). If the Defaulting Party fails to fully cure any default that can be cured by the payment of money ("Monetary Default") within thirty (30) days of the date of the Default Notice, or fails to commence the cure of any default specified in the Default Notice that is not a Monetary Default within thirty (30) days of the date of the Default Notice and complete such cure within ninety (90) days of the date of the Default Notice (or such longer period the non-Defaulting Parties may mutually agree in writing before the expiration of the initial 90-day period is reasonable), then the other Party(ies) shall be entitled to a proper writ issued by a court of competent jurisdiction compelling and requiring the Defaulting Party to observe and perform the covenants, obligations and conditions described in this Agreement and/or seek any relief available at law or in equity; provided, however, damages, if any, to which any complying Party may be entitled shall be shall not include monetary, special or consequential damages. In addition, if Developer is the Defaulting Party, (i) the City shall not be obligated to accept, review, or approve any development applications related to the Property until Developer has cured the default; and (ii) the City shall have all rights to withhold application of the TIF Offsets until the default or breach is cured.

IX. MISCELLANEOUS

91. **Filings**. The Parties agree that, for the purposes of Chapter 212 of the TLGC, a plan or plat for all or any part of the Property is deemed to be filed when the application for said plat or plan includes all information required by, and is in compliance with, the Governing Regulations. No Development-related application will be accepted by the City if a material event of default exists with regard to this Agreement or a Governing Regulation as of the filing date of such application.

92. **Notice**. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another delivery service guaranteeing "next day

delivery," addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective when received. For purposes of notice, the addresses of the Parties, until changed as provided below, will be as follows:

City: City of Georgetown, City Manager
808 Martin Luther King Jr. St.
Georgetown, Texas 78626
Attn: City Manager

With a copy to:
City of Georgetown, City Attorney
809 Martin Luther King, Jr. St.
Georgetown, Texas 78626
Attn: City Attorney

Developer: Nova368, LLC
1001 Cypress Creek Rd.
Cedar Park, Texas 78613
Attn: Vinod Nagi, Managing Member

East Avenue Investments
1001 Cypress Creek Rd.
Cedar Park, Texas 78613
Attn: Suraj Reddy, Managing Partner

With a copy to:
McLean & Howard, L.L.P.
4301 Bull Creek Road, Suite 150
Austin, Texas 78731
Attn: Caroline H. Simon, Esq.

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other party. Developer and the District may, by giving at least five (5) days' written notice to the City, designate additional Parties to receive copies of notices under this Agreement.

93. **Severability; Waiver.**

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

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

94. **Applicable Law and Venue.** The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue shall be in a court of appropriate jurisdiction in Williamson County, Texas.

95. **Entire Agreement.** This Agreement (including the Exhibits to this Agreement, collectively contain the entire agreement of the Parties as to the subject matters addressed herein.

96. **Amendments**. This Agreement only by mutual written agreement of Parties.

97. **Exhibits, Headings, Construction and Counterparts.** All Exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The Section headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the Sections. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement or any Exhibits hereto.

98. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall together constitute the same instrument. This Agreement shall become effective only when one (1) or more counterparts, individually or taken together, bear the signatures of all of the Parties.

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

100. **Required Disclosures and Consents.** Pursuant to the requirements of TLGC §43.004 and §212.172(b-1), the City hereby discloses the following information regarding this Agreement, which is an agreement that the City is offering Developer:

A. Developer is not required to enter into this Agreement. If Developer chooses to enter into this Agreement with the City, Developer should do so only after carefully reviewing this Agreement and, if desired, consulting with an attorney.

B. Developer acknowledges and agrees that it has had the opportunity to review the PUD Development Plans in the form presented to, and unanimously denied by, the City's Planning & Zoning Commission on February 3, 2026, and hereby affirms that it has no objections to the content of the draft PUD Development Plans. If the City Council does not approve the PUD Development Plans via the PUD Ordinances within sixty (60) days after the Effective Date of this Agreement, then this Agreement will automatically terminate and be of no further force and effect, and neither Party shall have any obligation to the other.

C. By entering into this Agreement with Developer, the City waives immunity from suit for the purpose of adjudicating a claim for breach of the agreement, as set forth in TLGC § 212.172(i).

D. Developer expressly acknowledges that Developer has read and understands the provisions of **Section 99** of this Agreement, to which provisions Developer expressly consents.

101. **Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, the Parties certify that they (1) do not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. The Parties acknowledge this Agreement may be terminated and payment withheld if this certification is inaccurate.

102. **Certification Regarding Business with Certain Countries and Organizations**. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Parties certify they are not engaged in business with Iran, Sudan, or a foreign terrorist organization. They acknowledge this Agreement may be terminated and payment withheld if this certification is inaccurate.

103. **Certification Regarding Boycotting Energy Companies**. Pursuant to Chapter 809, Texas Government Code, the Parties certify that they do not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. They acknowledge this Agreement may be terminated and payment withheld if this certification is inaccurate.

104. **Certification Regarding Boycotting Firearm and Ammunition Industries**. Pursuant to Chapter 2274, Texas Government Code, the Parties certify that they do not currently boycott firearm and ammunition industries, and will not boycott firearm and ammunition industries during the Term of this Agreement. They acknowledge this Agreement may be terminated and payment withheld if this certification is inaccurate.

105. **Exhibits**. The following Exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A-1	Parcel 1 (metes and bounds and surveyor's sketch)
Exhibit A-2	Parcel 2 (metes and bounds and surveyor's sketch)
Exhibit B	Conceptual Wastewater Plan
Exhibit C	Conceptual Transportation Plan
Exhibit D	Eligible Transportation Improvements
Exhibit E	TIF Offset Request Documentation
Exhibit F	Alternate Major Wastewater Alignment

106. **Agreement to Run with the Land**. This Agreement, and the rights and obligations of Developer, shall run with the land (the Property) and be binding on all future purchasers of the Property.

CITY:

CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, 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

DEVELOPER:

NOVA368, LLC, a Texas limited liability company

By: Nagi Investments, LP, a Texas limited partnership, its Member

By: Nagi Management, LLC, a Texas limited liability company, its General Partner

By:_____
Vinod K. Nagi, Managing Member

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Vinod K. Nagi, on behalf of said limited liability company.

(seal)

_____
Notary Public State of Texas

EXHIBIT A-1
Parcel 1

EXHIBIT A-2
Parcel 2

EXHIBIT B
Conceptual Wastewater Plan

EXHIBIT C
Conceptual Transportation Plan

(showing locations of Eligible Transportation Improvements, as well as Falling Leaf Lane Cul-de-Sac, Shell Spur Road ROW, and Private Streets,)

EXHIBIT D
Eligible Transportation Improvements

	Eligible Transportation Improvement	**Limits**
1	Traffic signal	at Shell Road/Shell Spur Intersection
2	Left turn lane	from Shell Road to Shell Spur
3	Right turn lane	from Shell Road to Shell Spur

For all purposes under this Agreement, the term "Eligible Transportation Improvements" shall include with respect to each of the above-referenced improvements on this ***Exhibit D*** and as depicted on ***Exhibit C***: any and all components as shown on the applicable construction plans for such improvements, as may be modified from time to time by Developer, including, without limitation: (a) any and all costs associated with engineering, permitting, design, geotechnical, soils testing, environmental investigations and reports, endangered species investigations and reports and surveying costs; and (b) any and all costs and expenses related to construction of such improvements including, without limitation, relocation of any and all existing utilities (i.e., fiberoptic, electric, gas, telecommunications, etc.), road widening or relocation, storm water, drainage, traffic control, and related improvements.

EXHIBIT E
TIF Offset Request Documentation
(Required for each Eligible Transportation Improvement)

For Construction, Installation, Other:

- Copy of Approved Plan
- Copy of As-Built Record Drawings
- For each Eligible Transportation Improvement:
    - Notices, Bid Forms, Contract Documents (demonstrating compliance with public procurement requirements)
    - Unit Prices and Quantities
    - Approved Pay Applications
    - Bills Paid Affidavits
    - Certificates of Payment (which may, at Engineer's sole discretion, be delivered as a customary engineer's statement on a Pay Application) executed by Engineer

For All Eligible Transportation Improvements:

- A written, signed, and notarized Developer Certificate in the form set forth below

TIF Agreement Reference (Name, Parties, Date, Subdivision Name): _____

DEVELOPER CERTIFICATE FOR TIF OFFSETS REQUEST

In connection with the request for TIF Offsets under the referenced Agreement, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The TIF Offset request has not been the subject of any prior request submitted to the City.

3. The TIF Offset Documentation submitted to the City is a true and accurate representation of the actual costs associated with the construction of the Eligible Transportation Improvements.

4. The Developer is in compliance with the terms and provisions of the Development Agreement between the City and the Developer.

5. The Developer agrees to cooperate with the City in conducting its review of the submitted information and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

6. Improvements for which credit is being sought were publicly bid.

7. The total amount of Eligible Transportation Improvements is $_____

I hereby certify that the above representations and warranties are true and correct.

DEVELOPER NAME

_____ a _____ _____

By:_____

Its:_____

By:_____

Printed Name:_____

Title:_____

Date:_____

STATE OF _____ §

§

COUNTY OF _____ §

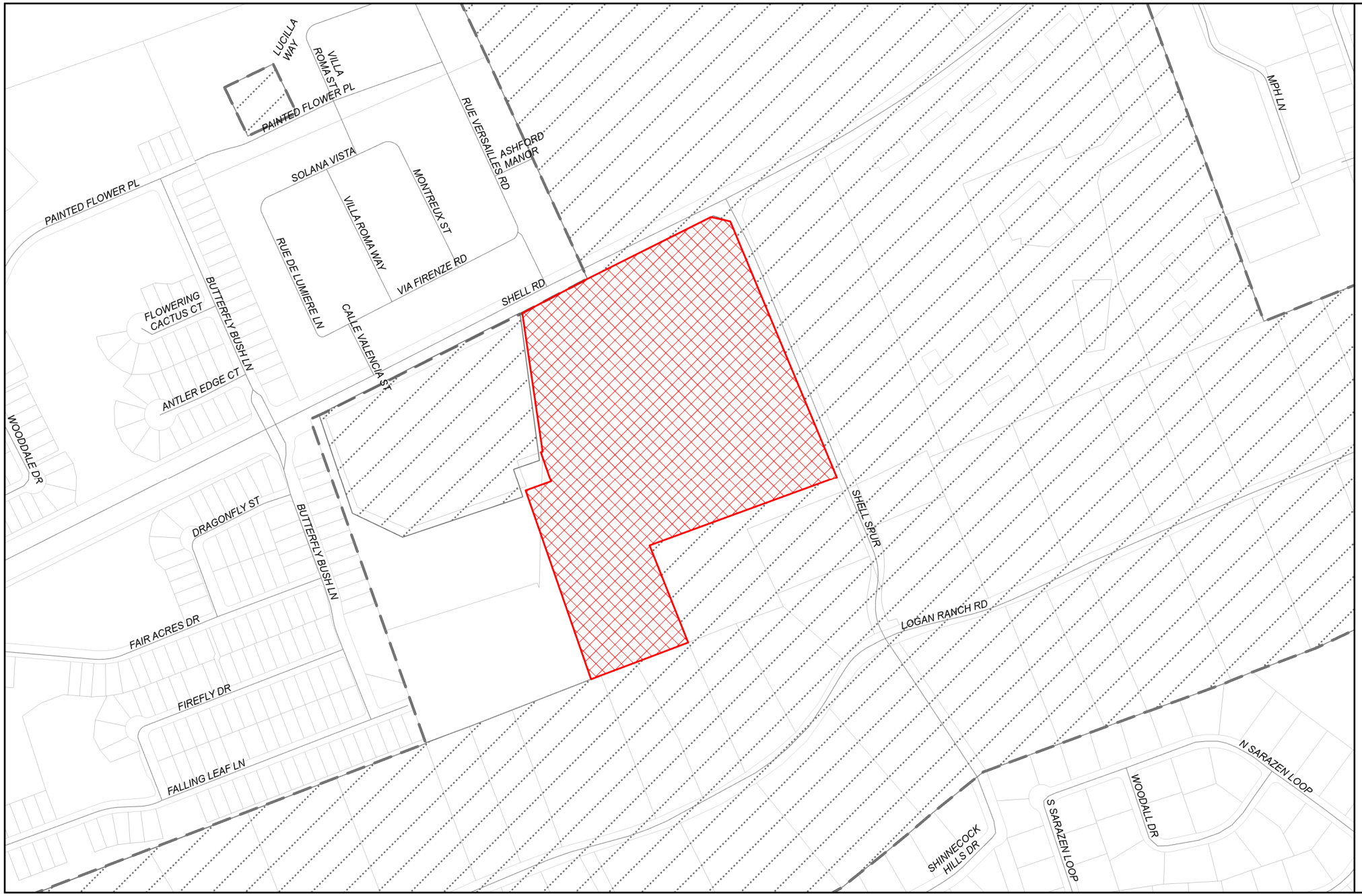
This instrument was acknowledged before me the ____ day of _____, 202___, by _____, _____ of _____, on behalf of the Developer.

(*seal*)

_____

Notary Public, State of _____

EXHIBIT F
Major Wastewater Line Alternate



GEORGETOWN TEXAS
more than welcome

Location

2025-4-ANX

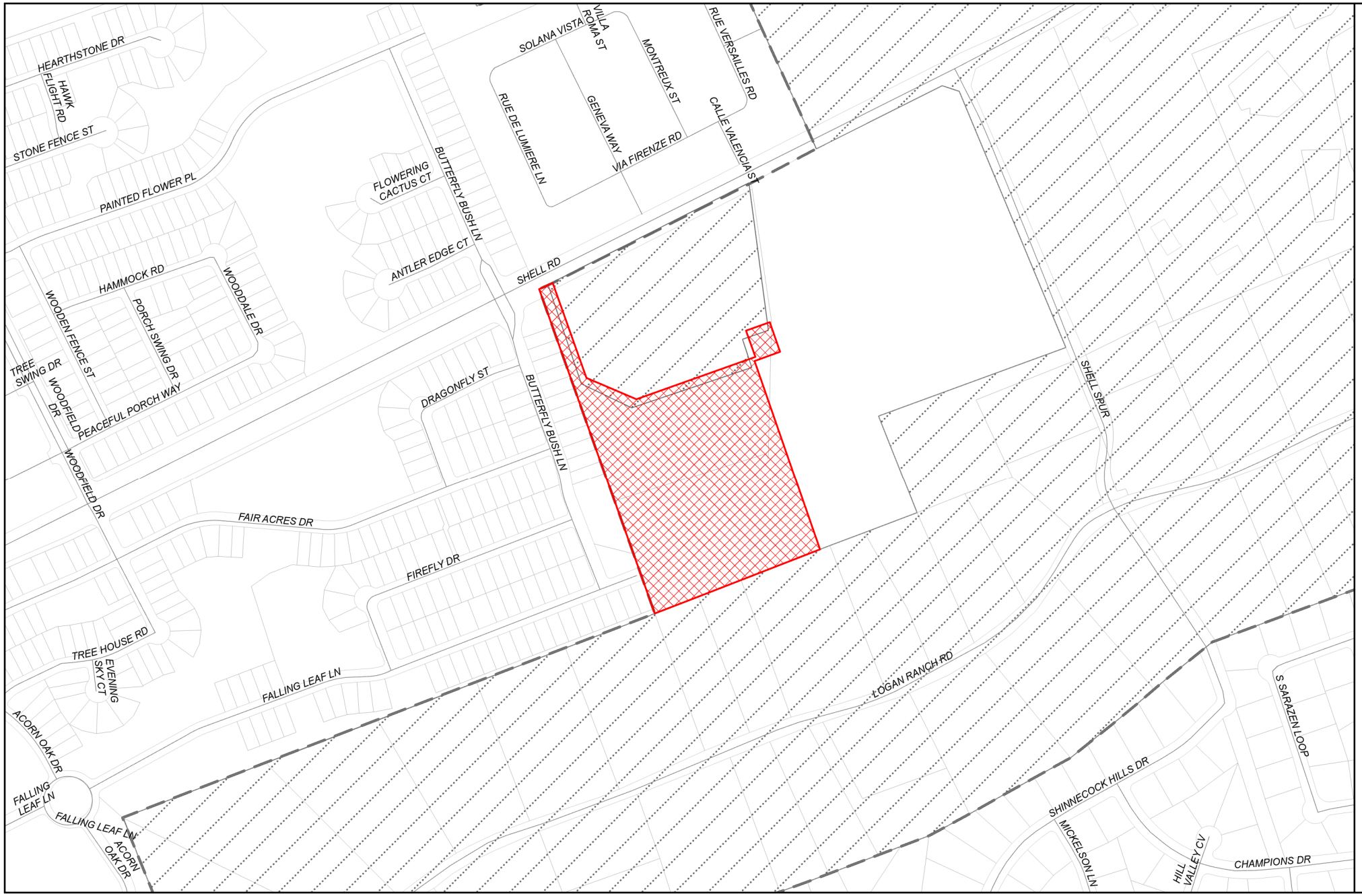
Exhibit #1
to Annexation Ordinance

- Site
- Parcels
- City Limits
- Georgetown ETJ

PARCEL 1
EXHIBIT A-1
28.93 Acres

N

0 250 500
Feet



GEORGETOWN
TEXAS
more than welcome

Location

2025-12-ANX

Exhibit #1
to Annexation Ordinance

- Site
- Parcels
- City Limits
- Georgetown ETJ

PARCEL 2
EXHIBIT A-2
14.20 Acres

N

0 250 500
Feet

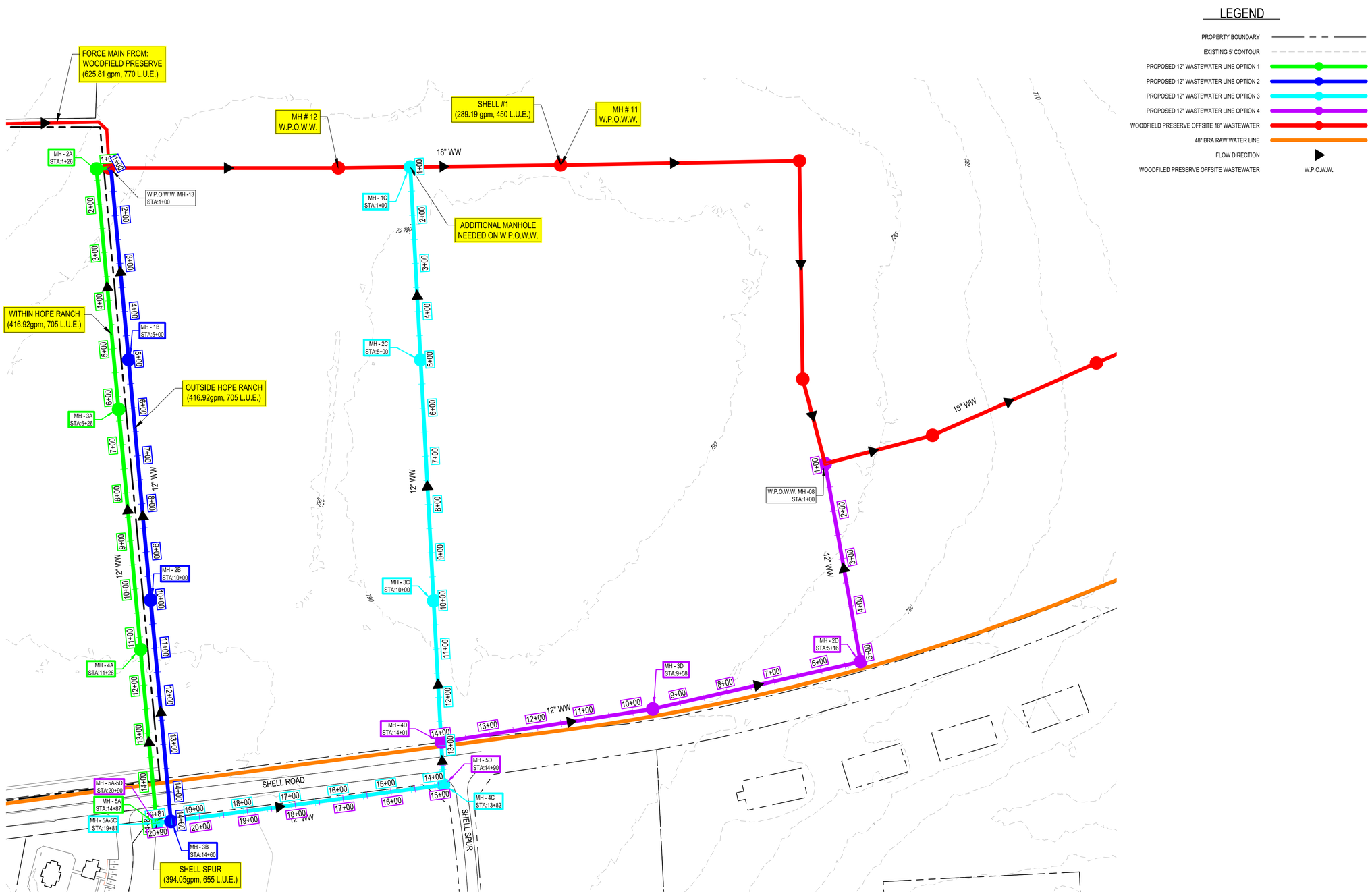


EXHIBIT B - CONCEPTUAL WASTEWATER PLAN (this is a colored exhibit)

SCALE: 1"=100'

0 50' 100' 150' 200'

SHEET SIZE: 24" x 36"

This document is released for REVIEW PURPOSES ONLY, NOT FOR CONSTRUCTION and was prepared under the authorization of Garrett D. Keller, Registered Professional Engineer, State of Texas, Registration No. 111511. DATE: March 23, 2023

REVISIONS:

MATKINHOOVER ENGINEERING & SURVEYING

8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600
CONTACT@MATKINHOOVER.COM

1701 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628
OFFICE: 512.868.2244

TEXAS REGISTERED ENGINEERING FIRM F-004512 SURVEYING FIRM F-10024000

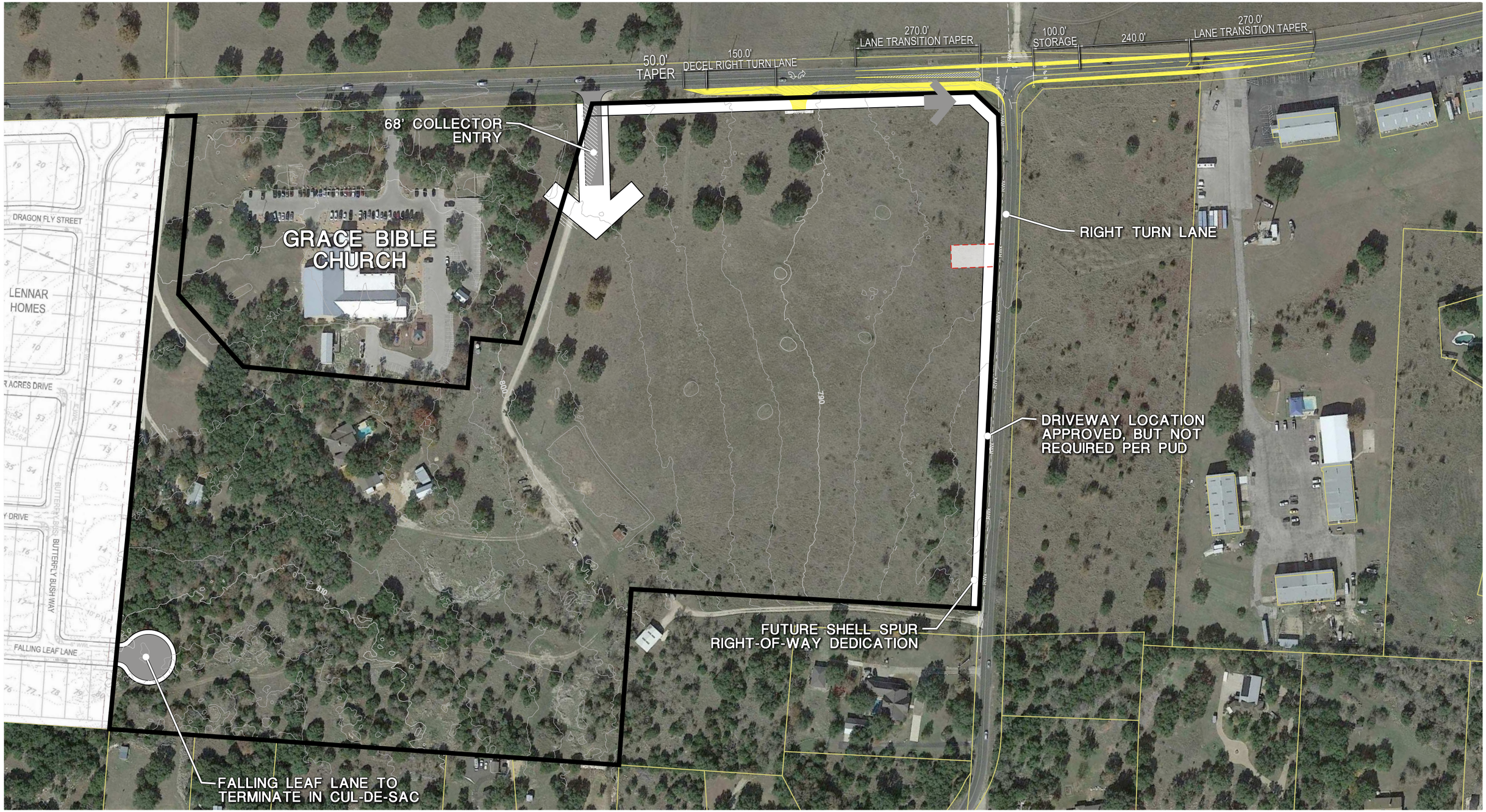
FOR REVIEW ONLY - NOT FOR CONSTRUCTION

PROPOSED OFFSITE WASTEWATER ROUTE ALIGNMENTS INVESTIGATION
SHELL SPUR TO WOODFIELD PRESEVE
FOR
SHELL SPUR PUD
GEORGETOWN, TEXAS

FIG. 4.51

JOB NO.	3292.02
DESIGNED BY:	DEK
DRAWN BY:	JDA
CHECKED BY:	GDK
SHEET #	

G:\PROJECTS\3292 - Shell Road & Shell Spur Mixed Use\02 - Consulting Services\General Engineering\Wastewater Analysis\Exhibits\Fig 4.51 - Proposed Offsite Wastewater Options.dwg



SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS
t.512.246.7003
www.secplanning.com + info@secplanning.com

OFFSITE IMPROVEMENTS
SHELL ROAD TRACT

NOVA 368, LLC
GEORGETOWN, TEXAS

North

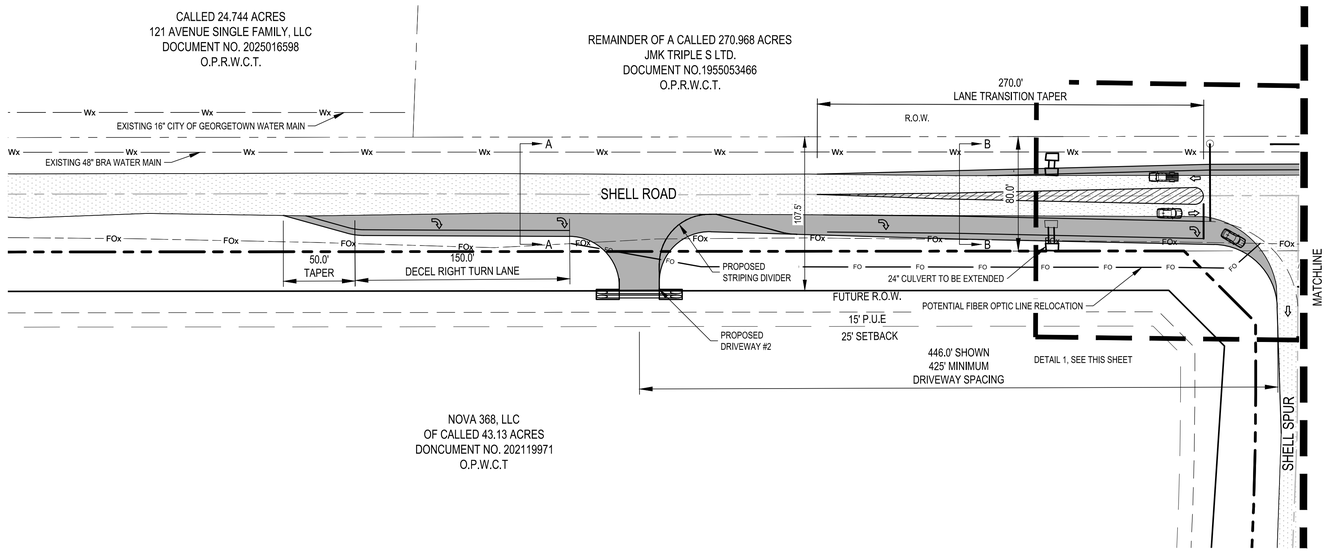
0 100' 200' 400'
Scale: 1" = 200'
Date: March 16, 2026

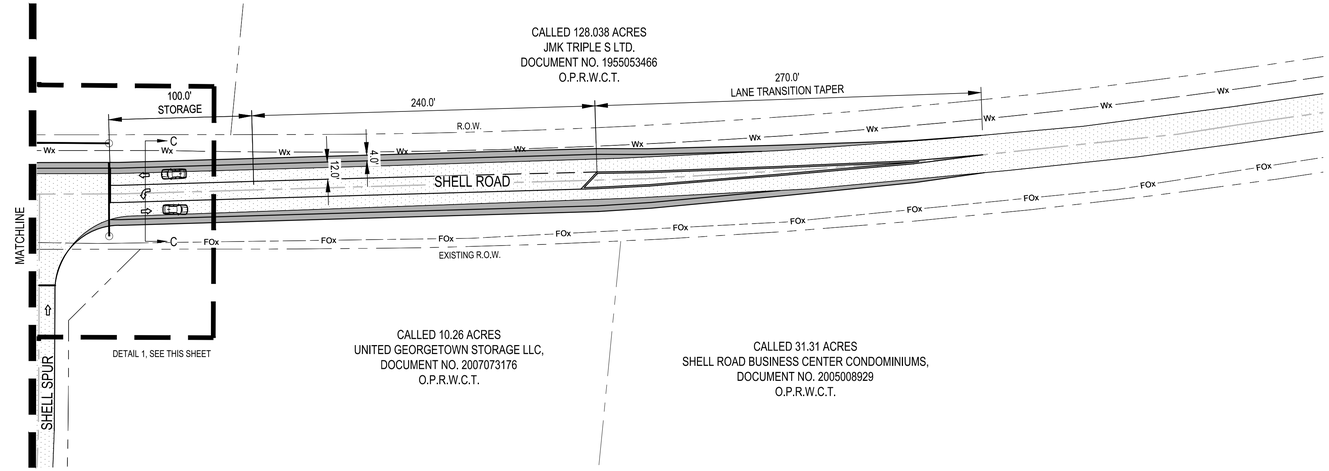
SHEET FILE: K:\230103-LDMDC\Cadfiles\PLANNING\Submittals\Offsite Improvements Exhibit.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and doe represent any regulatory approval. Plan is subject to change.

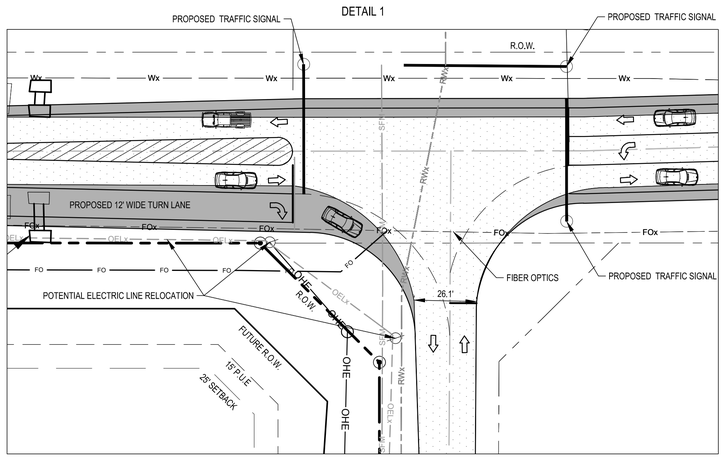
EXHIBIT C CONCEPTUAL TRANSPORTATION PLAN (Page 1 of 2)

Date: Jan 14, 2026, 4:41pm User ID: Hsimmons





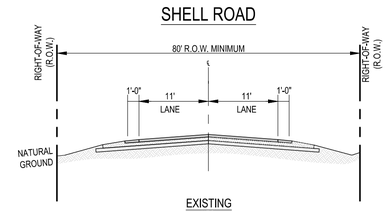
IMPROVEMENTS SUMMARY TABLE
- SHELL ROAD PAVEMENT 2,358 SY OF ASPHALT
- TRAFFIC SIGNAL INSTALLATION
- DRAINAGE INFRASTRUCTURE EXTENSION
- OVERHEAD ELECTRIC LINE RELOCATION
- UNDERGROUND FIBER OPTIC LINE RELOCATION



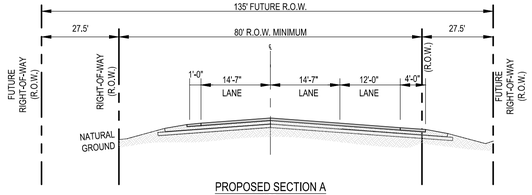
SCALE 1" = 30"

LEGEND

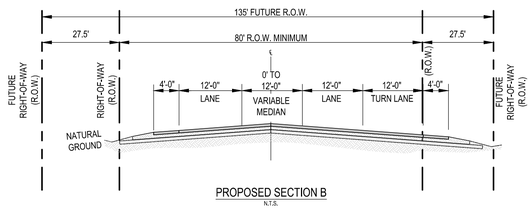
- NOVA 368 PROPERTY BOUNDARY
- EXISTING FIBER OPTIC
- FIBER OPTIC
- OVERHEAD ELECTRIC
- SANITARY SEWER MAIN
- REUSE WATER MAIN
- EXISTING WATER MAIN
- PROP BOUNDARY
- PROPOSED PAVEMENT
- EXISTING PAVEMENT



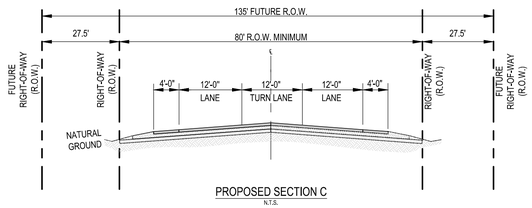
EXISTING
N.T.S.



PROPOSED SECTION A
N.T.S.

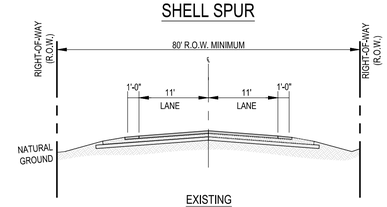


PROPOSED SECTION B
N.T.S.



PROPOSED SECTION C
N.T.S.

SHELL SPUR



EXISTING
N.T.S.

EXHIBIT C CONCEPTUAL TRANSPORTATION PLAN (Page 2 of 2)

SCALE: 1"=50'
0 25' 50' 75' 100'
SHEET SIZE: 24" x 36"

This document is released for REVIEW PURPOSES ONLY, NOT FOR CONSTRUCTION and was prepared under the authorization of Garrett Keller, Registered Professional Engineer,State of Texas, Registration No. 111511.
DATE: SEPTEMBER 2025

REVISIONS:

MATKINHOOVER ENGINEERING & SURVEYING
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
(830) 981-9000 FAX
CONTACT@MATKINHOOVER.COM
1701 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628
OFFICE: 512.868.2244
TEXAS REGISTERED ENGINEERING FIRM F-004512 SURVEYING FIRM F-10024000

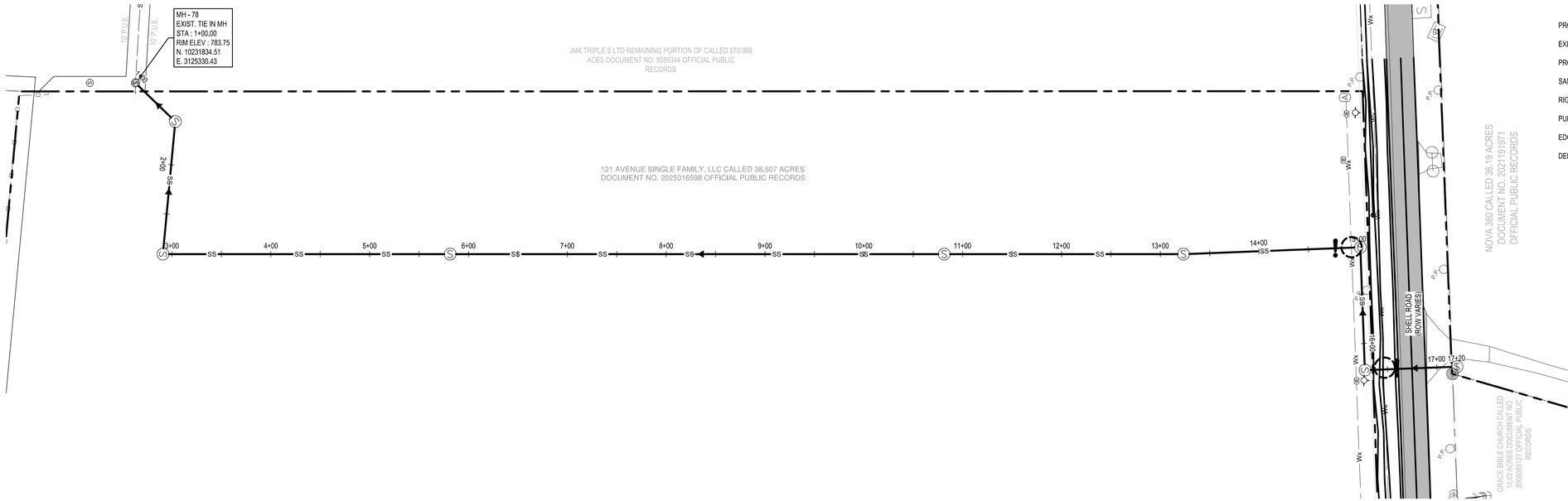
P.U.D. STREET IMPROVEMENTS
FOR
NOVA 368 TRACT
WILLIAMSON COUNTY, TEXAS

FIG 13.0

JOB NO.	3292.04
DESIGNED BY:	HS
DRAWN BY:	JD
CHECKED BY:	GK
SHEET:	OF

G:\PROJECTS\3292 - Shell Road & Shell Spur Mixed Use\04 - Williamson County Plat\Exhibits\Fig 13.0 - PUD STREET IMPROVEMENTS.dwg

Date: Mar 11, 2026, 11:38am User ID: mslva



LEGEND

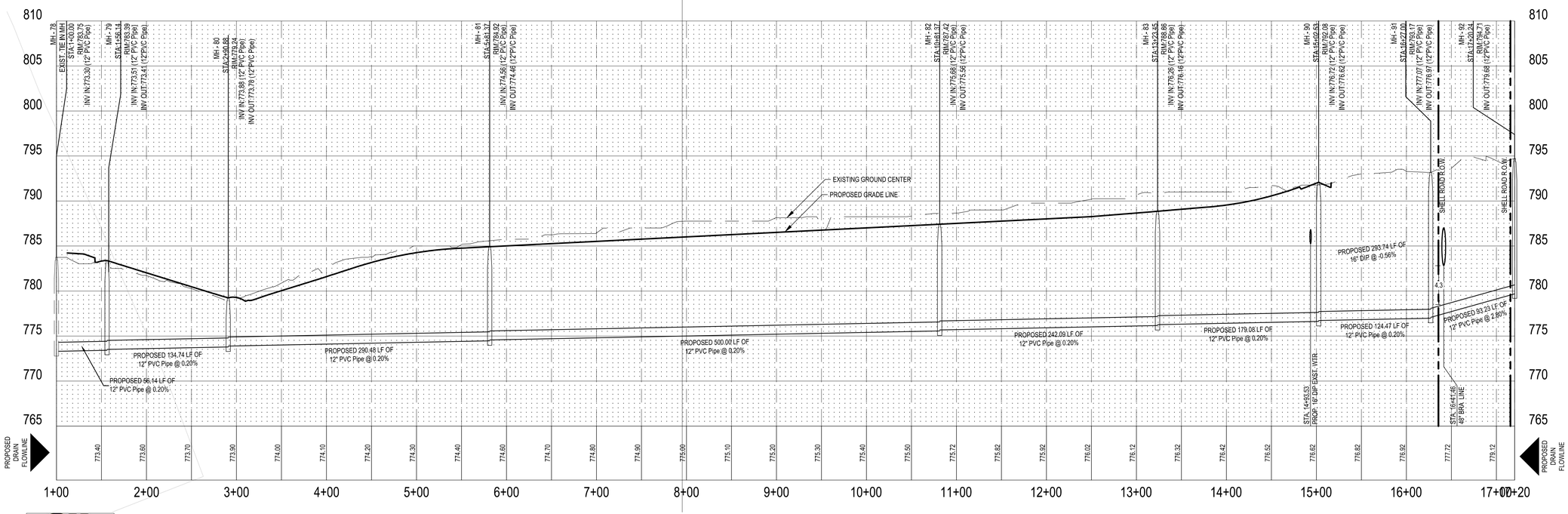
PROPERTY LINE	
EXISTING WATER LINE	Wx
PROPOSED WASTEWATER LINE	SS
SANITARY MAN HOLE	S
RIGHT OF WAY	R.O.W.
PUBLIC UTILITY EASEMENT	P.U.E.
EDGE OF PAVEMENT	E.O.P.
DENOTE UTILITY CROSSING	

EXISTING UTILITIES

- THE LOCATIONS AND DEPTHS OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE ONLY. ACTUAL LOCATIONS AND DEPTHS OF UTILITIES MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT THEIR EXPENSE.
- 811 NOTE: CONTRACTOR SHALL SUBMIT A LOCATE REQUEST TO TEXAS 811 FOR MARKING OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. EXCEPT WHERE OTHERWISE NOTED, THE DEPTH AND SIZE OF UNDERGROUND UTILITIES ARE UNKNOWN. UNDERGROUND UTILITIES SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION. FOR ANY ADDITIONAL INFORMATION REGARDING UTILITIES PLEASE CONTACT THE APPROPRIATE AGENCY.

MAJOR WASTEWATER LINE ALTERNATE - STA. 1+00 TO END

SCALES : 1" = 50' HORIZ. - 1" = 5' VERT.



Know what's below. Call before you dig.

EXHIBIT F ALTERNATE MAJOR WASTEWATER LINE ALIGNMENT

SCALE: 1"=60'
0 30' 60' 90' 120'
SHEET SIZE: 24" x 36"

This document is released for REVIEW PURPOSES ONLY, NOT FOR CONSTRUCTION and was prepared under the authorization of Garrett D. Keller, Registered Professional Engineer, State of Texas, Registration No. 111511. DATE: March 23, 2023

REVISIONS:

MATKINHOOVER ENGINEERING & SURVEYING
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600
CONTACT@MATKINHOOVER.COM
TEXAS REGISTERED ENGINEERING FIRM F-004312 SURVEYING FIRM F-10024900
1701 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628
OFFICE: 512.868.2244

FOR REVIEW ONLY - NOT FOR CONSTRUCTION

MAJOR WASTEWATER LINE ALTERNATE
FOR
SHELL SPUR MIXED PUD CENTER
GEORGETOWN, TEXAS

FIG. 15.1

JOB NO.	3292.04
DESIGNED BY:	JD
DRAWN BY:	JD
CHECKED BY:	HWS
SHEET #	

G:\PROJECTS\3292 - Shell Road & Shell Spur Mixed Use\04 - Williamson County Plat\Exhibits\FIG 15.1 - PROPOSED OFFSET WASTEWATER LINE OPTION 1.dwg

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
First Reading - 2025-2-ANX - Old FM 1460 Trail

SUGGESTED ACTION:
First Reading on an Ordinance for the annexation of approximately 6.351 acres of Right-Of-Way for Old FM 1460 Trail currently in the Extra Territorial Jurisdiction (2025-2-ANX) -- Ryan Clark, AICP, Planning Manager

ITEM SUMMARY:

Overview of Applicant's Request:

The City has an agreement with TxDOT to obtain ownership for the ROW for Old 1460 Trail. As part of the City of Georgetown taking over ownership and maintenance of the roadway, it is annexing it into City Limits.

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 meets the criteria established in UDC Section 3.25.030 for an Annexation, as outlined in the attached Staff Report.

Public Comments:

As required by the Unified Development Code (UDC), a legal notice advertising the public hearing was placed in the Sun Newspaper (Sunday, February 22, 2026).

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Haley Webre, Planning Department

ATTACHMENTS:
2025-2-ANX - Staff Memo.pdf
2025-2-ANX - Staff Presentation.pdf
Exhibit 1- Location Map.pdf
Exhibit 2 - Old 1460 Trail Metes and Bounds Exhibit.pdf
Exhibit 3 - Area of ETJ to be Surrounded by City Limits.pdf

Exhibit 4 - Annexation Service Plan for Old 1460 Trail.pdf
2025-2-ANX Ordinance with Exhibits.pdf

Planning Department Staff Report

Report Date: April 6, 2026
Case Number: 2025-2-ANX

AGENDA ITEM DESCRIPTION

First Reading of an Ordinance for the annexation of approximately 6.351 acres of Right-Of-Way for Old 1460 Trail currently in the Extra Territorial Jurisdiction. (2025-2-ANX). Ryan Clark, AICP, Planning Manager

AGENDA ITEM DETAILS

Project Name:	**Old 1460 Trail ROW Annexation**
Applicant:	**City of Georgetown c/o Larry Taylor**
Property Owner:	**City of Georgetown c/o Larry Taylor**
Property Address:	**Old FM 1460, Georgetown, Texas**
Legal Description:	**6.351 acres of Right-Of-Way located in Lewis P. Dyches Survey, Abstract No. 180**
Current Zoning:	**n/a – located in City's ETJ**
Current Use:	**Roadway**

APPLICANT'S REQUEST

The City has an agreement with TxDOT to obtain ownership for the ROW for Old 1460 Trail. As part of the City of Georgetown taking over ownership and maintenance of the roadway, it is annexing it into City Limits.

RECOMMENDATION

Staff recommend approval of the request.

PROPERTY CONTEXT

Old 1460 Trail is currently a 2-lane roadway without sidewalks in the ETJ. It services the residential single-family homes along it as well as a warehouse and church. The area requested would bring the entirety of the roadway into City Limits, which is approximately 0.8 miles. Approximately 0.23 miles are already in City Limits.

STAFF ANALYSIS

Bringing the rest of Old 1460 Trail into City Limits will reduce the gap in service between where the roadway is currently in City Limits and where it is not. This will align with the 2030 Comprehensive Plan's Land Use Policies 12 and 13, which call for supporting public safety services and infrastructure as well as promoting development decisions that serve the needs of our interlocal government partners. This request fulfills an agreement between the City and TxDOT as well as ensures there isn't a gap in service for residents and visitors that utilize Old 1460 Trail.

PUBLIC NOTIFICATION

As required by the Unified Development Code (UDC), a legal notice advertising the public hearing was placed in the Sun Newspaper (Sunday, February 22, 2026).

ATTACHMENTS

Exhibit 1 – Location Map
Exhibit 2 – Old FM 1460 Metes and Bounds and Exhibit
Exhibit 3 – Area of ETJ to be Surrounded by City Limits
Exhibit 4 – Annexation Service Plan for Old 1460 Trail

SUBMITTED BY

Ryan Clark, Planning Manager

Old 1460 Trail Annexation – First Reading of an Ordinance 2025-2-ANX

April 14, 2026 | City Council

GEORGETOWN TEXAS

Item Under Consideration

2025-2-ANX

- First Reading of an Ordinance for the annexation of approximately 6.351 acres of Right-Of-Way for Old 1460 Trail currently in the Extra Territorial Jurisdiction. (2025-2-ANX). Ryan Clark, AICP, Planning Manager

Resolution

Public Hearing #1

Public Hearing #2

1st Reading and Approval of Service Plan ★

2nd Reading of an Ordinance

Tentative Schedule

Status	Date	Body	Purpose
✓	February 24	City Council	Resolution petitioning for annexation
✓	March 10	City Council	First Public Hearing
✓	March 24	City Council	Second Public Hearing
✓	April 14	City Council	Approval of the Service Plan
✓	April 14	City Council	1st Reading
	April 28	City Council	2nd Reading



GEORGETOWN
TEXAS
more than welcome

Location

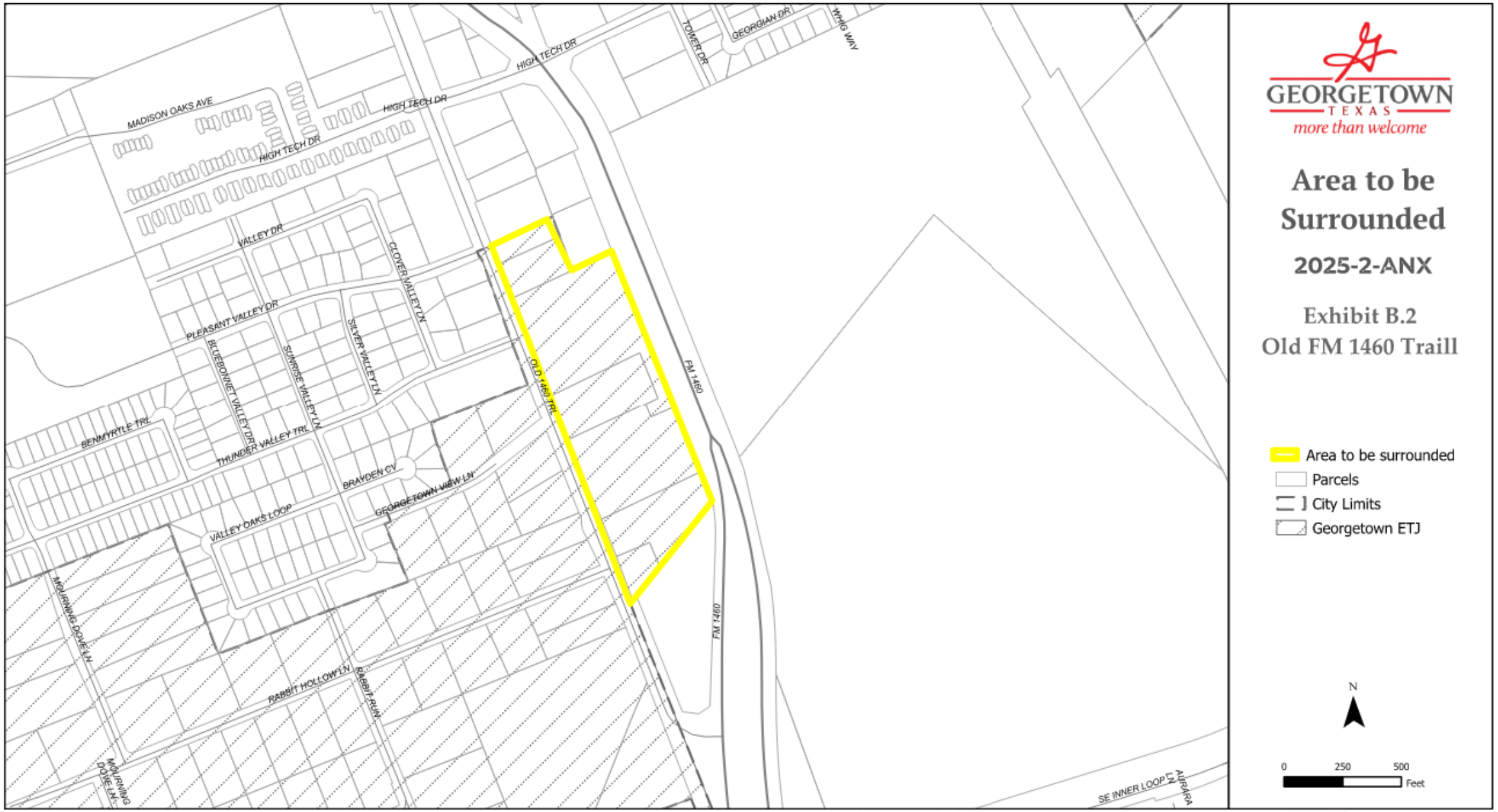
2025-2-ANX

Exhibit B.2
Old FM 1460 Traill

- Site
- Parcels
- City Limits
- Georgetown ETJ

N

0 250 500
Feet


GEORGETOWN
TEXAS
more than welcome
Area to be Surrounded
2025-2-ANX
Exhibit B.2
Old FM 1460 Traill
Area to be surrounded
Parcels
City Limits
Georgetown ETJ
N
0
250
500
Feet
MADISON OAKS AVE
HIGH TECH DR
TOWER DR
GEORGIAN DR
WHIG WAY
VALLEY DR
CLOVER VALLEY LN
PLEASANT VALLEY DR
BLUEBONNET VALLEY DR
SUNRISE VALLEY LN
SILVER VALLEY LN
OLD 1460 TRL
FM 1460
BENMYRTLE TRL
THUNDER VALLEY TRL
BRAYDEN CV
GEORGETOWN VIEW LN
VALLEY OAKS LOOP
MOURNING DOVE LN
RABBIT HOLLOW LN
RABBIT RUN
SE INNER LOOP
AURARA

UDC 3.25.030 – Annexation Approval Criteria

Criteria	Staff Analysis
A. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action; and	Complies
B. The annexation promotes the health, safety or general welfare of the City and the safe, orderly, and healthful development of the City.	Complies
C. Consistency with the City's adopted long range plans and annexation policies.	Complies

Summary

- First Reading of an Ordinance for the annexation of approximately 6.351 acres of Right-Of-Way for Old 1460 Trail currently in the Extra Territorial Jurisdiction. (2025-2-ANX). Ryan Clark, AICP, Planning Manager

First Reading of an Ordinance

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF GEORGETOWN, TEXAS, AND THE ANNEXATION OF APPROXIMATELY 6.351 ACRES OF LAND IN THE LEWIS J. DYCHES SURVEY, ABSTRACT NO. 180 AND KNOWNS AS OLD 1460 TRAIL AS DESCRIBED HEREIN; FINDING THAT SURROUNDING THE AREA BETWEEN THE CEDAR BREAKS ROAD AND THE CURRENT CITY LIMITS IS IN THE PUBLIC INTEREST; PROVIDING FOR SERVICE PLANS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.



GEORGETOWN
TEXAS
more than welcome

Location

2025-2-ANX

Exhibit B.2
Old FM 1460 Traill

- Site
- Parcels
- City Limits
- Georgetown ETJ

N

0 250 500
Feet

LSI LANDESIGN SERVICES, INC.
10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " **2** "

POLITICAL SUBDIVISION DESCRIPTION
FOR THE ANEXATION OF THE EXISTING RIGHT-OF-WAY OF OLD 1460 TRAIL TO THE CITY OF GEORGETOWN

BEING 6.351 ACRES WITHIN THE CITY OF GEORGETOWN EXTRA TERRITORIAL JURISDICTION, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE LEWIS J. DYCHES SURVEY, ABSTRACT NO. 180 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF OLD 1460 TRAIL (VARIABLE WIDTH RIGHT-OF-WAY); SAID 6.351 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/8-inch rebar found in the existing East right-of-way line of Old 1460 Trail for the Northwest corner of a called 0.543 of one acre tract of land described in a General Warranty Deed with Third Party Vendor's Lien to Danielle Marie Bliss Dawson and Kenneth Roberts Dawson, recorded in Document No. 2020118191, of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.) and the common Southwest corner of a called 0.892 of one acre tract of land described in a Warranty Deed to Danny Seay, recorded in Document No. 200073712, of said O.P.R.W.C.T. for the most Northerly corner hereof;

THENCE **South 21°33'16" East**, with the existing East right-of-way line of said Old 1460 Trail, and the common West line of said 0.543 of one acre tract, then the West line of a called 1.01 acre tract of land described in a General Warranty Deed to Reayou, LLC, recorded in Document No. 2022016529, of said O.P.R.W.C.T., then the West line of a remainder of a called 236.41 acre tract of land described in a Warranty Deed with Vendor's Lien to Georgetown Railroad Company, Inc., recorded in Volume 1638, Page 369, of the Deed Records of Williamson County, Texas (D.R.W.C.T.), then the West line of a called 1.00 acre tract of land called Tract I and a 1.00 acre tract of land called Tract II, both described in a Warranty Deed to Starks Welding & Manufacturing Services, Inc., recorded in Document No. 2001000735, of said O.P.R.W.C.T., and then the West line of a called 2.00 acre tract of land described as Lot No. 1, WILLIAM ADDISON SURVEY, Abstract No. 21 in Volume 853, Page 321, of said D.R.W.C.T., and a called 1.836 acre tract described as Lot No. 2 in said Volume 853, Page 321, both further described as Tract 4 in a Texas Warranty Deed to Martha Ann Edwards, Trustee of the Martha Edwards Protection Trust, recorded in Document No. 2023017050, of said O.P.R.W.C.T., a distance of **1,075.20** feet to a 1/2-inch rebar at the Southwest corner of said Lot No. 1, and the common Northwest corner of said Lot No. 2;

THENCE **South 21°29'01" East**, with the existing East right-of-way line of said Old 1460 Trail, and the common West line of said 1.836 acre tract, a distance of **177.99** feet to a 1/2-inch rebar at the Southwest corner of a said 1.836 acre tract, and the common Northwest corner of a called 2.168 acre tract of land described in a General Warranty Deed with Vendor's Lien to Kingdom Point Church, recorded in Document No. 2020016967, of said O.P.R.W.C.T.;

THENCE **South 21°22'06" East**, with the existing East right-of-way line of said Old 1460 Trail, and the common West line of said 2.168 acre tract, a distance of **170.40** feet to a 1/2-inch rebar found at the Southwest corner of said 2.168 acre tract, and the common Northwest corner of a called 0.50 of one acre tract of land conveyed to Ben Garcia (No Recording Information Found);

THENCE, with the existing East right-of-way line of said Old 1460 Trail, and the common West line of said 0.50 of one acre tract, the following three (3) courses and distances:

1) **South 21°45'10" East,** a distance of **91.90** feet to a Texas Department of Transportation (TxDOT) Type I concrete monument found;

2) **South 43°06'27" East,** a distance of **54.05** feet to a Calculated Point; and

3) **South 21°18'27" East,** a distance of **49.24** feet to a Calculated Point at the Southwest corner of said 0.50 of one acre tract, common with a Northwest corner of said remainder of a called 236.41 acre tract;

THENCE **South 21°35'36" East**, with the existing East right-of-way line of said Old 1460 Trail, and the common West line of said remainder of a called 236.41 acre tract, passing at a distance of 532.08 feet, a Calculated Point at the Southernmost corner of said remainder of a called 236.41 acre tract and the common most Westerly corner of a called 16.269 acre tract of land described in a Special Warranty Deed to The State of Texas Acting by and Through the Texas Transportation Commission, described by deed as Parcel 207, Part 1, recorded in Document No. 2013117955, of said O.P.R.W.C.T., and continuing with the previous East right-of-way line of said Old 1460 Trail and the common West line of said 16.269 acre tract for a total distance of **1,281.36** feet to a Calculated Point at the return of the intersection of the previous East right-of-way line of said Old 1460 Trail and the previous North right-of-way line of SE Inner Loop (180' Wide Right-of-Way), at a Southwest corner of a said 16.269 acre tract;

THENCE**,** over and across the existing right-of-way of said SE Inner Loop, the following three (3) courses and distances:

1) **South 21°35'36" East,** a distance of **90.36** feet to a Calculated Point;

2) **South 68°24'24" West,** a distance of **99.99** feet to a Calculated Point for the most Southerly corner hereof; and

3) **North 21°41'50" West,** a distance of **96.16** feet to a Calculated Point at a Southeast corner of a called 0.043 of one acre tract of land described in a Deed to The State of Texas, Acting Through the Texas Transportation Commission, described by deed as Parcel 208, recorded in Document No. 2014096967, of said O.P.R.W.C.T., at the return of the intersection of the existing West right-of-way line of said Old 1460 Trail, same being the previous West right-of-way line of said Old 1460 Trail and the previous North right-of-way line of said SE Inner Loop;

THENCE **North 21°41'50" West**, with the previous West right-of-way line of said Old 1460 Trail, and the common East line of said 0.043 of one acre tract, a distance of **380.43** feet to a 1/2-inch rebar found at the Northeast corner of said 0.043 of one acre tract, and the common Southeast corner of a called 3.15 acre tract of land described in a General Warranty Deed with Vendor's Lien to Bertha Montes Garcia, recorded in Document No. 2020090906, of said O.P.R.W.C.T.,

THENCE with the existing West right-of-way line of said Old 1460 Trail, and the common East line of said 3.15 acre tract, then the East line of a called 10.00 acre tract of land described in a Warranty Deed to The Most Reverend Vincent M. Harris, Bishop of Austin, and His Successors in Office, recorded in Volume 554, Page 86, of said D.R.W.C.T., and then the East line of said Lot 1, Block A, RABBIT HOLLOW (AMENDED), a subdivision recorded in Cabinet E, Slide 33, of the Plat Records of Williamson County, Texas (P.R.W.C.T.), then of Lot 2, Block A, said RABBIT HOLLOW (AMENDED), the following three (3) courses and distances:

1) **North 21°29'17" West,** passing at a distance of 30.24 feet a 5/8-inch rebar found with aluminum cap stamped "TEXAS DEPARTMENT OF TRANSPORTATION PROPERTY CORNER", and continuing for a total distance of **194.52** feet to a 1/2-inch rebar found with plastic cap stamped "RPLS 5784";

2) **North 32°41'00" West,** a distance of **51.04** feet to a TxDOT Type I concrete monument found; and

3) **North 21°22'21" West,** a distance of **759.65** feet to a Calculated Point at the return of the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing South right-of-way line of Rabbit Hollow Lane (50' Wide Right-of-Way), at a Northeast corner of said Lot 2, Block A;

THENCE **North 22°13'06" West,** over and across the existing right-of-way of said Rabbit Hollow Lane, a distance of **79.94** feet to 1/2-inch rebar found at the return of the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing North right-of-way line of Rabbit Hollow Lane, for a Southwest corner of Lot 1, Block C, said RABBIT HOLLOW (AMENDED);

THENCE with the existing West right-of-way line of said Old 1460 Trail, and the common East line of said Lot 1, Block C, then of Lot 2, Block C, said RABBIT HOLLOW (AMENDED), the following four (4) courses and distances:

1) **North 21°51'57" West,** a distance of **107.53** feet to a 1/2-inch rebar found for the Northeast corner of said Lot 1, Block C, and the common Southeast corner of said Lot 2, Block C;

2) **North 22°00'05" West,** a distance of **52.73** feet to a Calculated Point;

3) **North 10°12'34" West,** a distance of **50.98** feet to a TxDOT Type I concrete monument found; and

4) **North 21°33'30" West,** a distance of **18.83** feet to a 1/2-inch rebar found at the Northeast corner of said Lot 2, Block C, and the common Southeast corner of Lot 2, GEORGETOWN SOUTH, PHASE ONE, a subdivision recorded in Cabinet C, Slide 115, of said P.R.W.C.T.;

THENCE **North 21°29'19" West,** with the existing West right-of-way line of said Old 1460 Trail, and the common East line of last said Lot 2, then of Lot 1, said GEORGETOWN SOUTH, PHASE ONE, a distance of **380.54** feet to a Calculated Point at the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing South right-of-way line of Georgetown View Lane (50' Wide right-of-way) (undeveloped road), and the common Northwest corner of last said Lot 1;

THENCE **North 21°29'19" West,** over and across the existing right-of-way of said Georgetown View Lane, a distance of **52.51** feet to a 1/2-inch rebar found at the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing North right-of-way line of said Georgetown View Lane, for the Southeast corner of a called 1.09 acre tract of land described in a General Warranty Deed to Billy B. Postell and Lisa M. Postell, recorded in Document No. 2025021229, of said O.P.R.W.C.T.;

THENCE **North 21°21'33" West,** with the existing West right-of-way line of said Old 1460 Trail, and the common East line of said 1.09 acre tract, then the East line of a called 1.59 acre tract of land conveyed in a Special Warranty Deed to Dana Ruth Wilson, recorded in Document No. 2017116610, of said O.P.R.W.C.T., and described in a Deed Recorded in Volume 557, Page 201, of said D.R.W.C.T., a distance of **330.53** feet to a Calculated Point at the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing South right-of-way line of Thunder Valley Trail (50' Wide Right-of-Way), for the Northeast corner of said 1.59 acre tract;

THENCE **North 22°13'58" West,** over and across the existing right-of-way of said Thunder Valley Trail, a distance of **51.85** feet to a Calculated Point at the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing North right-of-way line of said Thunder Valley Trail, and the common Southeast corner of a called 0.46 of one acre tract of land described in a General Warranty Deed with Vendor's Lien to Bersain Giron Hilerio and wife, Marisol Barrera, recorded in Document No. 2022057810, of said O.P.R.W.C.T.;

THENCE **North 21°23'22" West,** with the existing West right-of-way line of said Old 1460 Trail, and the common East line of said 0.46 of one acre tract, then the East line of a called 0.695 of one acre tract of land described in a Warranty Deed with Vendor's Lien to Thomas W. Linton and Chelsea M. Whyte, recorded in Document No. 2013082706, of said O.P.R.W.C.T., a distance of **249.87** feet to a 1/2-inch rebar found for the Northeast corner of said 0.695 of one acre tract, and the common Southeast corner of a called 0.46 of one acre tract of land described in a deed to Jesse C. Chambers Jr. and wife, Patsy Chambers, recorded in Volume 522, Page 506, of the Deed Record of Williamson County, Texas (D.R.W.C.T.);

THENCE **North 21°34'19" West,** with the existing West right-of-way line of said Old 1460 Trail, and the common East line of last said 0.46 of one acre tract, a distance of **100.00** feet to a Calculated Point at the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing South right-of-way line of Pleasant Valley Drive (60' Wide Right-of-Way), being the Northeast corner of last said 0.46 of one acre tract;

THENCE **North 21°36'25" West,** over and across the existing right-of-way of said Pleasant Valley Drive, a distance of **31.68** feet to a Calculated Point in the approximate centerline of the existing right-of-way of said Pleasant Valley Drive;

THENCE **North 68°26'44" East,** over and across the existing right-of-way of said Old 1460 Trail, a distance of **78.49** feet to the **POINT OF BEGINNING** and containing 6.351 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on September 29, 2025.

Frank W Funk 03/13/2026

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803



Job Number: 25-038
Attachments: K:\!2025\25038 - CoGT ROW Annexation\CAD\DWGs\25038_CoGT_ROW Annexation_Old 1460_Exhibit.dwg

LEGEND

●	1/2-INCH REBAR FOUND (OR AS NOTED)
	2-INCH IRON PIPE FOUND
■	CONCRETE MONUMENT FOUND
◉	5/8-INCH REBAR WITH CAP STAMPED TEXAS DEPARTMENT OF TRANSPORTATION FOUND (OR AS NOTED)
△	CALCULATED POINT (NOT SET)
▲	MAG-NAIL FOUND
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
DOC. NO.	DOCUMENT NUMBER
VOL., PG.	VOLUME, PAGE
CAB.	CABINET
R.O.W.	RIGHT-OF-WAY

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 – 2011 ADJUSTMENT), CENTRAL ZONE (4203).

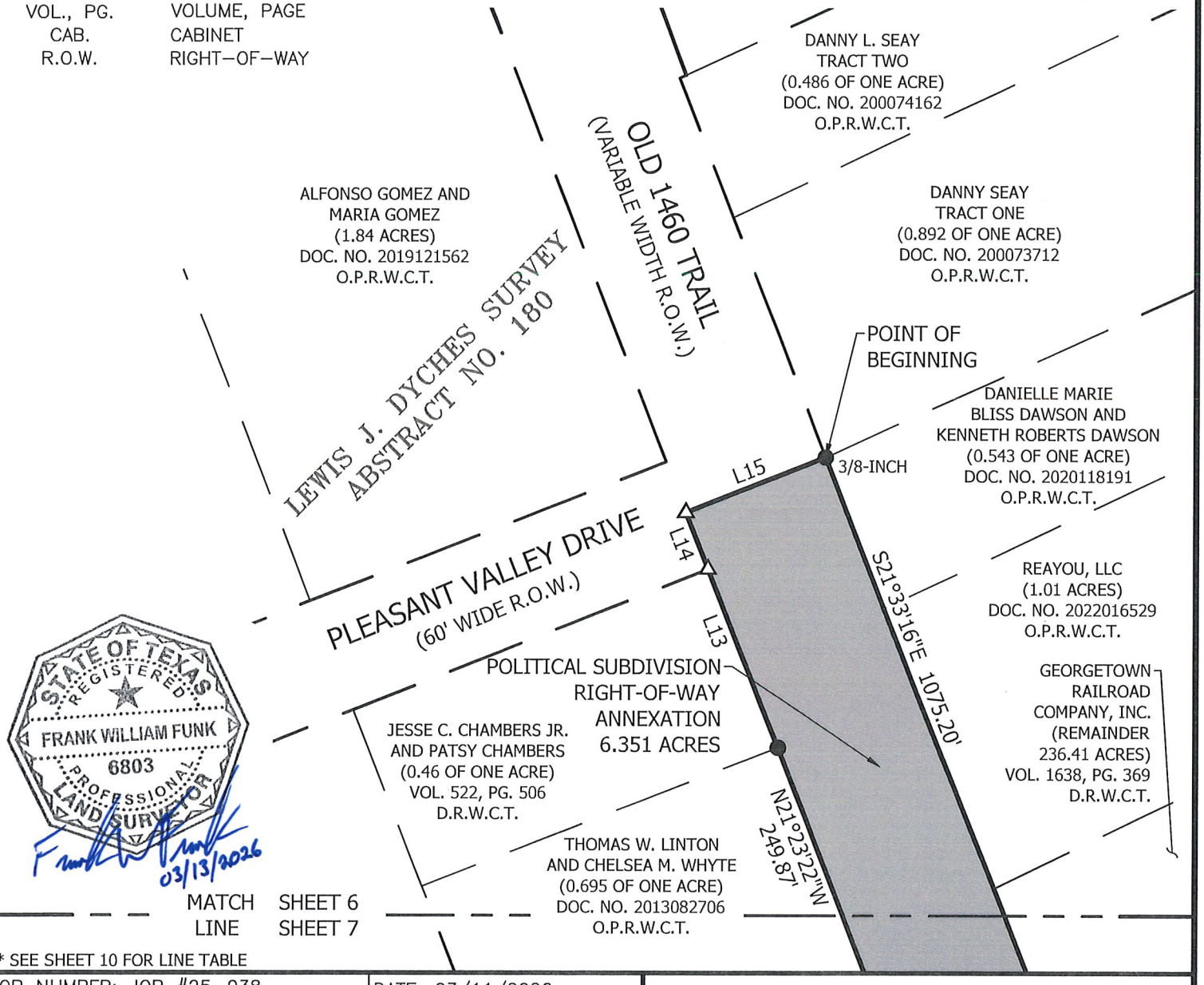
DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00012.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

N

80' 60' 40' 20' 0' 40' 80'

GRAPHIC SCALE



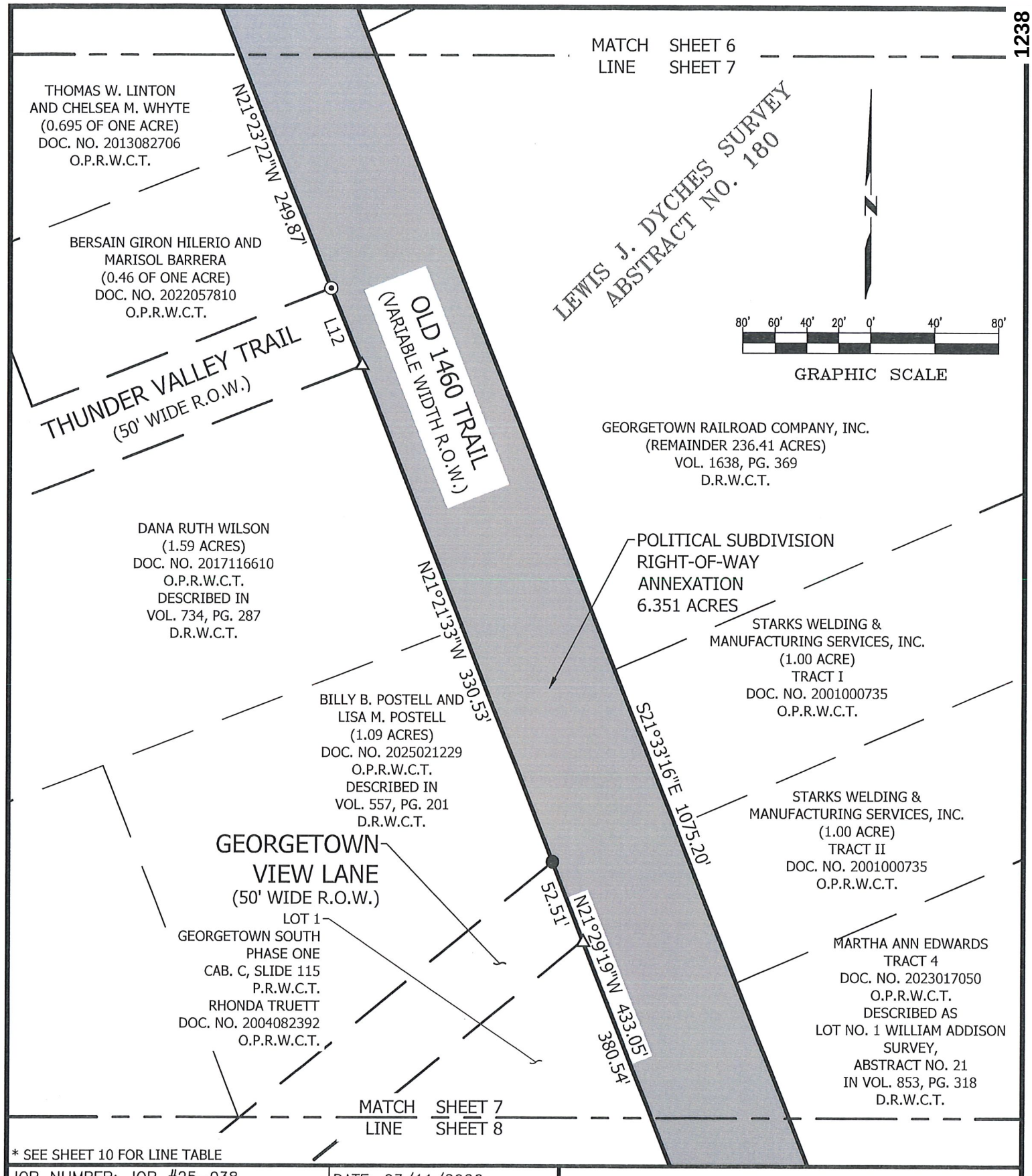
STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

03/13/2026

* SEE SHEET 10 FOR LINE TABLE

JOB NUMBER: JOB #25-038	DATE: 03/11/2026		
PROJECT NAME: CoGT ROW ANNEXATION			
DRAWING NAME: CoGT ROW ANNEXATION OLD 1460 EXHIBIT.DWG			
DRAWING FILE PATH: K:/!2025/25038/25038 – CoGT ROW ANNEXATION/DWGs			
METES AND BOUNDS FILE PATH: K:/!2025/25038/25038 – CoGT ROW ANNEXATION/DESCRIPTIONS			
RPLS: FWF	TECH: DNP	PARTY CHIEF: CD	CHK BY: HAS
SHEET 06 of 10	FIELDBOOKS 34/498		SCALE:1"=80'

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901



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DRAWING NAME: CoGT ROW ANNEXATION OLD 1460 EXHIBIT.DWG			
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SHEET 07 of 10	FIELDBOOKS 34/498		SCALE:1"=80'

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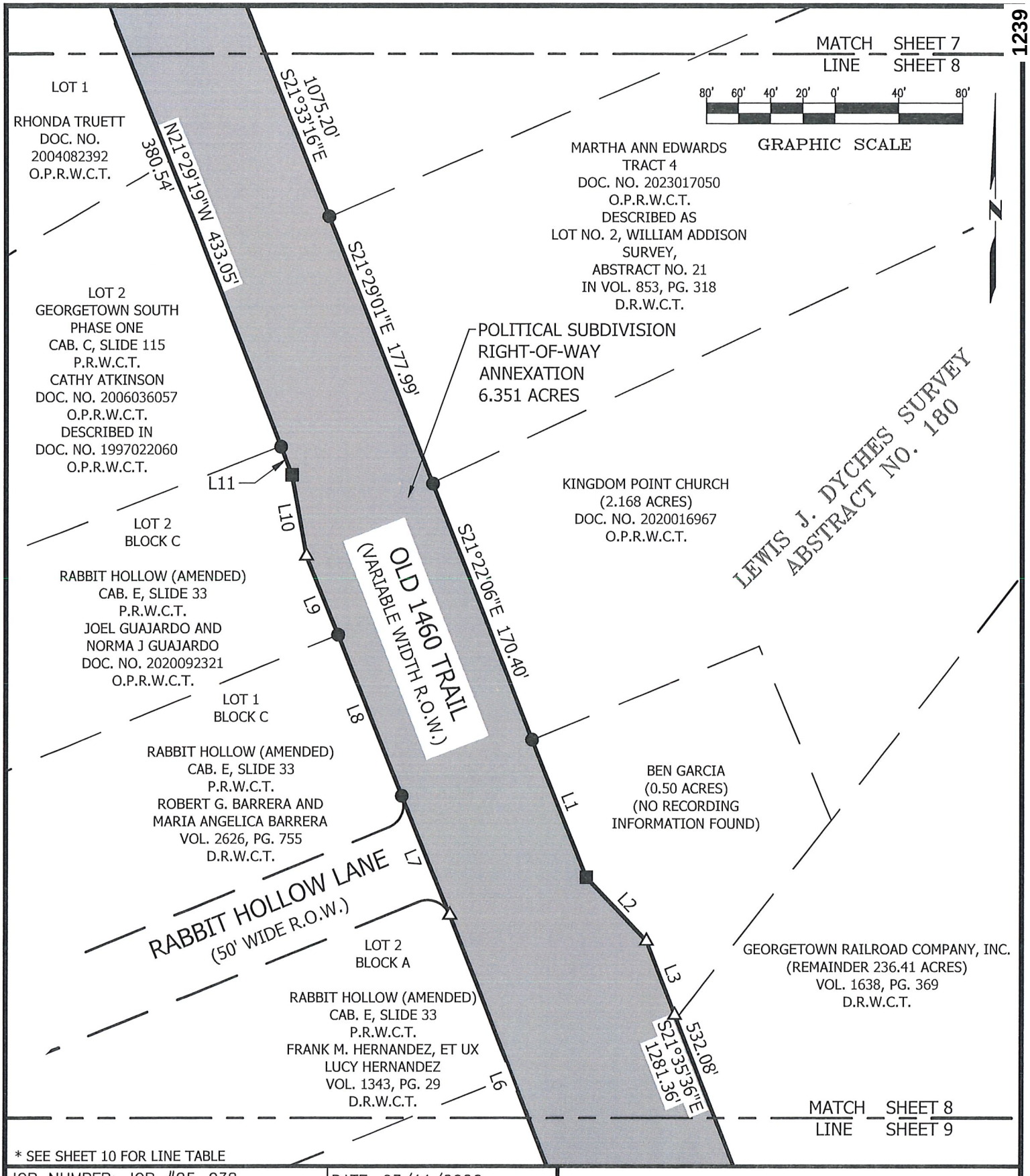

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RPLS: FWF	TECH: DNP	PARTY CHIEF: CD	CHK BY: HAS
SHEET 08 of 10	FIELDBOOKS 34/498	SCALE:1"=80'	

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
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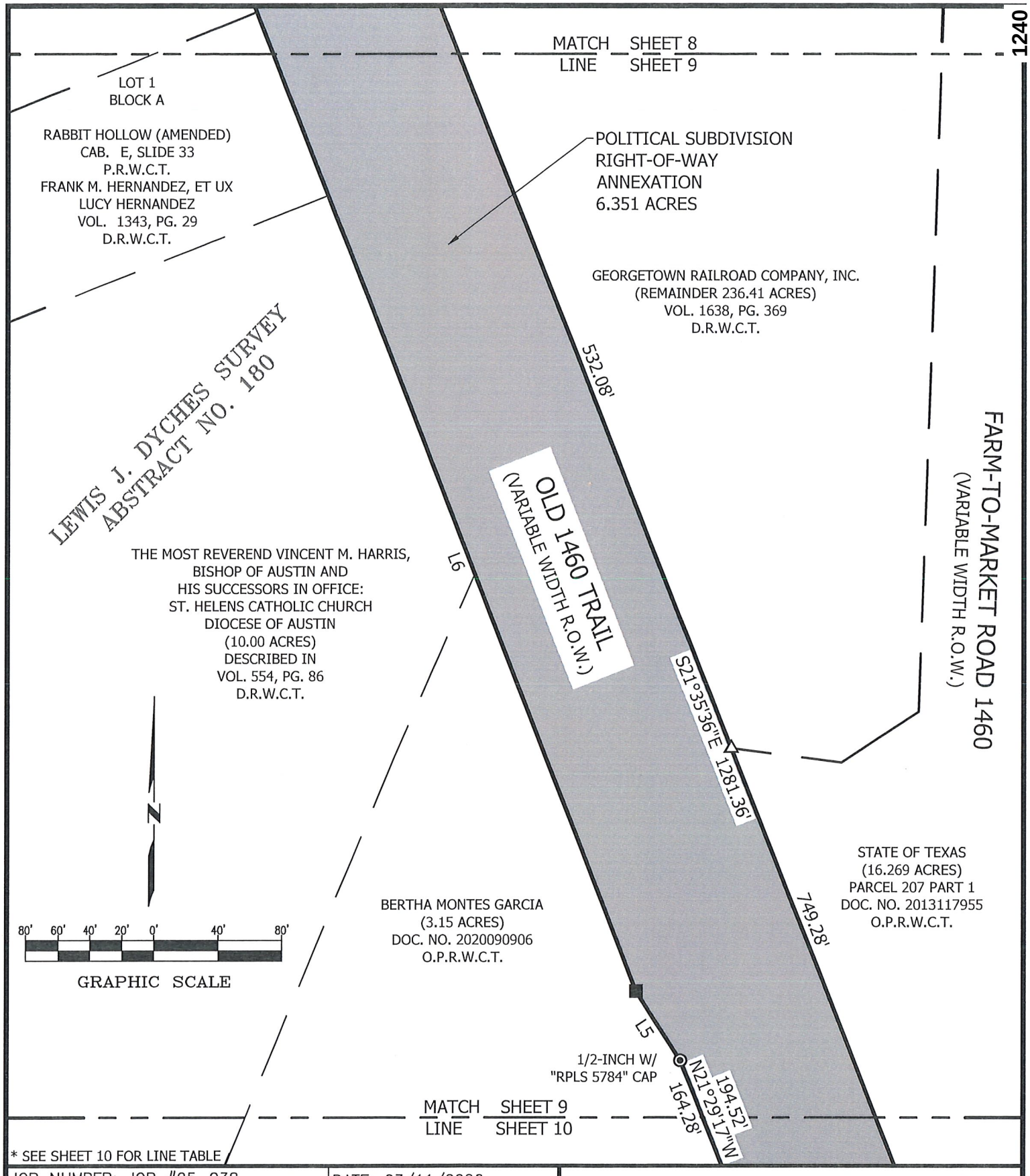

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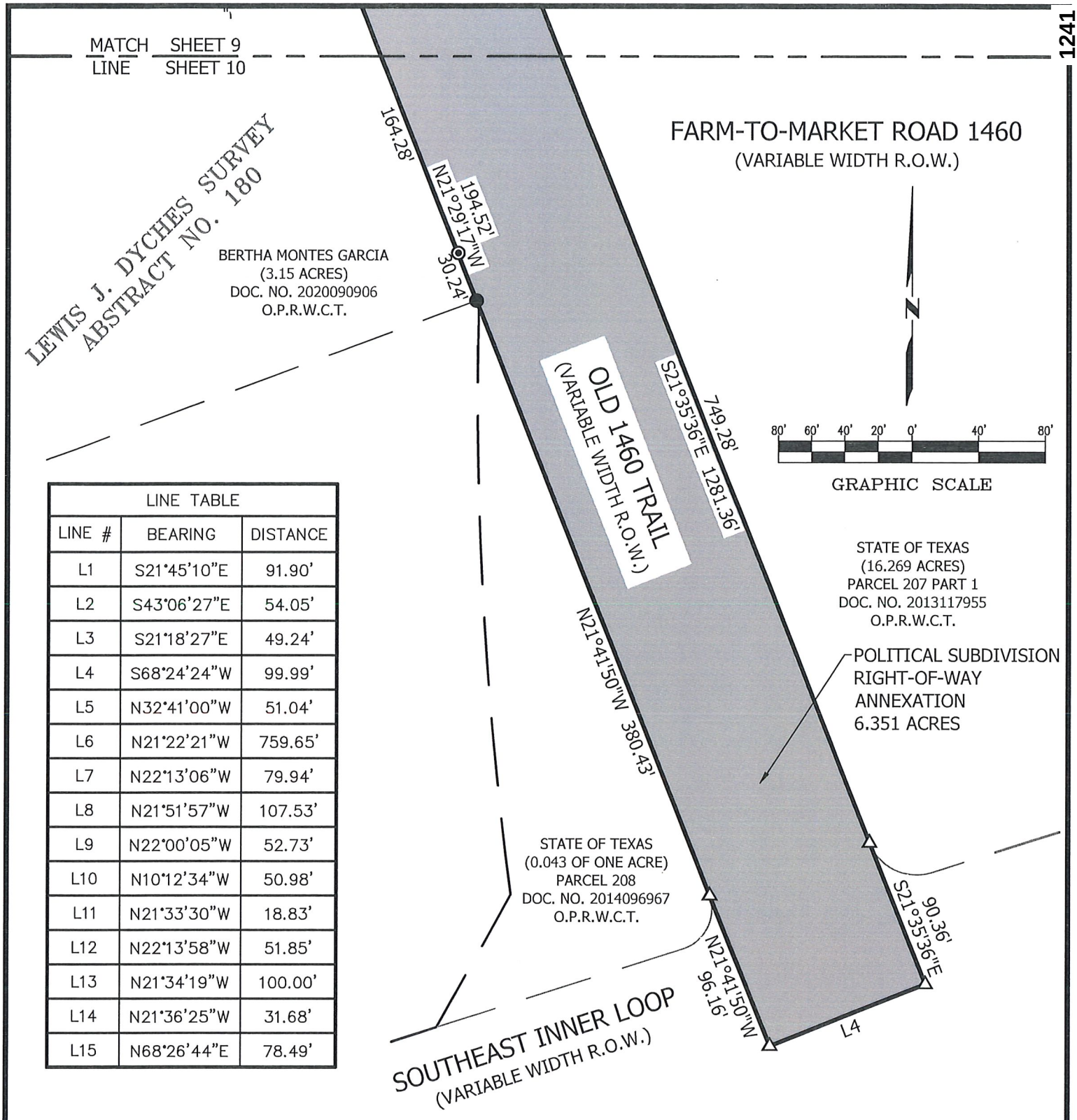
METES AND BOUNDS FILE PATH: K:/!2025/25038/25038 – CoGT ROW ANNEXATION/DESCRIPTIONS			
RPLS: FWF	TECH: DNP	PARTY CHIEF: CD	CHK BY: HAS
SHEET 09 of 10	FIELDBOOKS 34/498		SCALE:1"=80'

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901



LINE TABLE		
LINE #	BEARING	DISTANCE
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L3	S21°18'27"E	49.24'
L4	S68°24'24"W	99.99'
L5	N32°41'00"W	51.04'
L6	N21°22'21"W	759.65'
L7	N22°13'06"W	79.94'
L8	N21°51'57"W	107.53'
L9	N22°00'05"W	52.73'
L10	N10°12'34"W	50.98'
L11	N21°33'30"W	18.83'
L12	N22°13'58"W	51.85'
L13	N21°34'19"W	100.00'
L14	N21°36'25"W	31.68'
L15	N68°26'44"E	78.49'

JOB NUMBER: JOB #25-038		DATE: 03/11/2026	
PROJECT NAME: CoGT ROW ANNEXATION			
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DRAWING FILE PATH: K:/!2025/25038/25038 – CoGT ROW ANNEXATION/DWGs			
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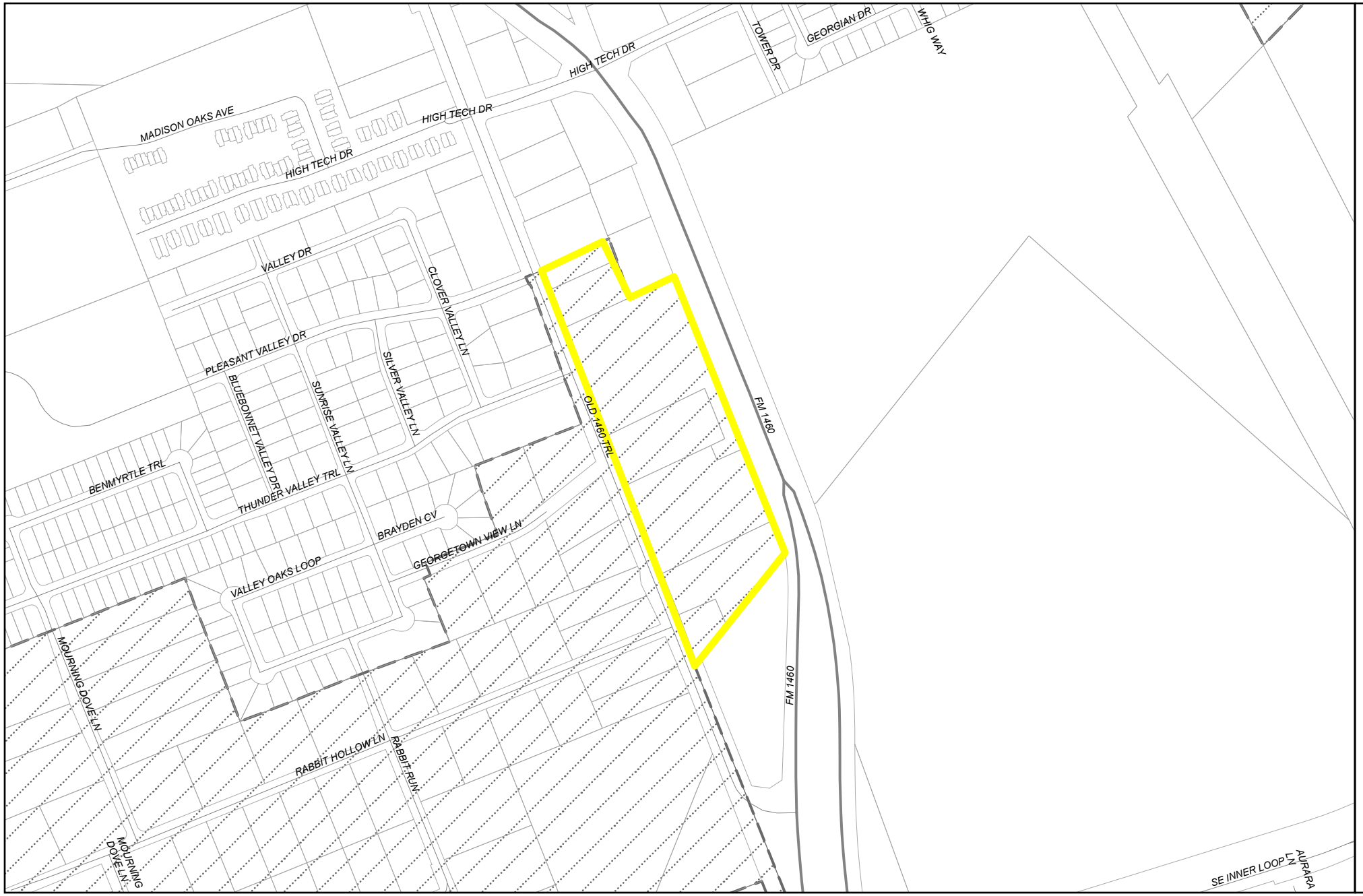


GEORGETOWN
TEXAS
more than welcome

Area to be Surrounded

2025-2-ANX

Exhibit C
Old FM 1460 Trail

- Area to be surrounded
- Parcels
- City Limits
- Georgetown ETJ

N

0 250 500 Feet

Exhibit 4

CITY OF GEORGETOWN
ANNEXATION SERVICE PLAN
AREA: OLD 1460 TRAIL
(PLEASANT VALLEY DRIVE TO FM 1460)
COUNCIL DISTRICT: NO. 1
DATE: APRIL 14, 2026

I. INTRODUCTION

This Service Plan (the "Plan") is made by the City of Georgetown, Texas ("City") pursuant to Sections 43.056(b)-(o) and 43.065 of the Texas Local Government Code ("LGC"). This Plan relates to the annexation into the City of the land shown on Exhibit "A" to this Service Plan, which is referred to as "the Old 1460 Trail Right of Way". The provisions of this Plan were made available for public inspection and explained to the public at the two public hearings held by the City on March 10, 2026 and March 24, 2026 in accordance with Section 43.063 of the LGC.

II. TERM OF SERVICE PLAN

Pursuant to Section 43.056(l) of the LGC, this Plan shall be in effect for a ten-year period commencing on the effective date of the ordinance approving the annexation. Renewal of the Plan shall be at the discretion of the City Council and must be accomplished by Ordinance.

III. INTENT

It is the intent of the City to provide municipal services in accordance with the timetables required by the LGC. The City reserves the rights guaranteed to it by the LGC to amend this Plan if the City Council determines that changed conditions, subsequent occurrences, or any other legally sufficient circumstances exist under the LGC or other Texas laws that make this Plan unworkable, obsolete, or unlawful.

IV. CATEGORIZATION OF MUNICIPAL SERVICES

The municipal services described herein are categorized by those services which are (1) available to the annexed area immediately upon annexation; (2) those services which will be available to the annexed area within 2½ years from the effective date of the annexation; and (3) those services for which capital improvements are needed and which will be available within 4½ years from the effective date of the annexation based upon a schedule for construction of such improvements as set forth herein.

For the purposes of this Plan, "provision of services" includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract, in whole or in part, and may include duties on the part of a private landowner with regard to such services.

In addition, in accordance with Section 43.056(g) of the LGC, if before annexation the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the same being provided by the City to other areas within the City limits, this Plan shall be construed to allow for the provision to the annexed area of a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected in the annexed area.

V. SERVICES TO BE PROVIDED UPON ANNEXATION

1. **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.

2. **Police** – The City's Police Department will provide protection and law enforcement services.

3. **Planning and Development, Building Permits, and Inspections Services** - 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.

4. **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.

5. **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.

6. **Library** – Upon annexation, library privileges will be available to anyone residing in the annexed area.

7. **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.

8. **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.

9. **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.

10. **Solid Waste Services** – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

11. **Code Compliance** – The City's Code Department will provide education, enforcement, and abatement relating to code violations within the Property.

12. **Animal Control Services** – Upon annexation, the City shall provide animal control services in the annexed area.

13. **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.

14. **Health and Safety Regulations** – The provisions of the City Code of Ordinances relating to health and safety regulations (including but not limited to Fire Prevention Code; Fireworks; Food Sanitation; Noise Control; Nuisances; Junked Motor Vehicles; and Smoking in Public Places) shall apply in the annexed area.

15. **Regulations Pertaining to Peace, Morals and Welfare** -- The provisions of the City Code of Ordinances relating to peace, morals and welfare (including but not limited to Housing Discrimination; Weapons; and Enforcement of Other Miscellaneous Violations) shall apply in the annexed area.

VI. SERVICES TO BE PROVIDED WITHIN 4½ YEARS OF ANNEXATION; CAPITAL IMPROVEMENTS PROGRAM

1. **In General –** The City will initiate the construction of capital improvements necessary for providing municipal services for the annexation area as necessary for services that are provided directly by the City.

2. **Water and Wastewater Services–** Water and wastewater services are only provided to occupied lots that have been legally subdivided and platted or are otherwise a legal lot, and that are located within the boundaries of the City's authorized service areas. Further, existing residences in the annexed area that were served by a functioning onsite sewer system (septic system) shall continue to use such private system for wastewater services in conformance with the City Code of Ordinances. Existing non-residential

establishments in the annexed area may continue to use an onsite sewer system (septic system) for sewage disposal in conformance with the City Code of Ordinances. Upon the Development of any property in the annexed area, the provisions of the UDC shall apply. The City shall have no obligation to extend water or wastewater service to any part of the annexed area that is within the service area of another water or wastewater utility. For annexed areas located within the City's authorized service areas, the City shall, subject to the terms and conditions of this Plan, extend water and wastewater service in accordance with the service extension ordinances, policies, and standards that are summarized in Section X of this Plan, which may require that the property owner or developer of a newly developed tract install water and wastewater lines. The extension of water and wastewater services will be provided in accordance with the policies summarized in Section X of this Plan and with any applicable construction and design standards manuals adopted by the City.

3. **Water and Wastewater Capital Improvements Schedule –** Because of the time required to design and construct the necessary water and wastewater facilities to serve the annexed area, certain services cannot be reasonably provided within 2½ years of the effective date of annexation. Therefore, the City shall implement a program, which will be initiated after the effective date of the annexation and include the acquisition or construction of capital improvements necessary for providing water and wastewater services to the area. The following schedule for improvements is proposed: construction will commence within 2 ½ years from the effective date of annexation and will be substantially complete within 4 ½ years from the effective date of annexation. However, the provisions of Section VII of this Plan shall apply to the schedule for completion of all capital improvements. In addition, the acquisition or construction of the improvements shall be accomplished by purchase, lease, or other contract or by the City succeeding to the powers, duties, assets, and obligations of a conservation and reclamation district as authorized or required by law.

4. **Roads and Streets –** No road or street related capital improvements are necessary at this time. Future extension of roads or streets and installation of traffic control devices will be governed by the City's Comprehensive Plan, the City's Overall Transportation Plan, the City's Capital Improvements Plan; the City's regular or non-impact fee Capital Improvements Program, and any applicable City ordinances, policies, and procedures, which may require that the property owner or developer install roads and streets at the property owner's or developer's expense. It is anticipated that the developer of new subdivisions in the area will install street lighting in accordance with the City's standard policies and procedures. Provision of street lighting will be in accordance with the City's street lighting policies.

5. **Capital Improvements for Other Municipal Services** – No capital improvements are necessary at this time to provide municipal Police; Fire Protection; Emergency Medical Services; Solid Waste Collection; Public Parks, Playgrounds, or Swimming Pools; Public Buildings or Facilities; or Library Services. The annexed area will be included in the City's future planning for new or expanded capital improvements and evaluated on the same basis and in accordance with the same standards as similarly situated areas of the City.

VII. FORCE MAJEURE AND SCHEDULE EXTENSIONS

1. Certain events, described as Force Majeure Events in this Plan, are those over which the City has no control. Force Majeure Events shall include, but not be limited to, acts of God; terrorism or acts of a public enemy; war; blockages; riots; strikes; epidemics; forces of nature including landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes; arrest and restraint of government; explosions; collisions, and all other inabilities of the City, whether similar to those enumerated or otherwise, which are not within the control of the City. Any deadlines or other provisions of this Plan that are affected by a Force Majeure Event shall be automatically extended to account for delays caused by such Force Majeure Event.

2. In accordance with Section 43.056(e) of the LGC, this Plan and the schedules for capital improvements necessary to provide full municipal services to the annexed area may be amended by the City to extend the period for construction if the construction is proceeding with all deliberate speed. The construction of the improvements shall be accomplished in a continuous process and shall be completed as soon as reasonably possible, consistent with generally accepted local engineering and architectural standards and practices. However, the City does not violate this Plan if the construction process is interrupted for any reason by circumstances beyond the direct control of the City.

VIII. AMENDMENTS

Pursuant to the provisions of Section 43.056(k) of the LGC, on approval by the City Council, the Plan is a contractual obligation that is not subject to amendment or repeal except as provided by state law. Section 43.056(k) of the LGC provides that if the City Council determines, after public hearings, that changed conditions or subsequent occurrences make the Plan unworkable or obsolete, the City Council may amend the Plan to conform to the changed conditions or subsequent occurrences. An amended Plan must provide for services that are comparable to or better than those established in the Plan before amendment. Before any Plan amendments are adopted, the City Council must provide an opportunity for interested persons to be heard at public hearings called and held in the manner provided by Section 43.063 of the LGC.

IX. FEES

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.

X. WATER AND WASTEWATER SERVICE EXTENSION POLICIES

The policies and regulations related to water and wastewater utility extensions that are included in the City Code of Ordinances, the Unified Development Code, the City's Construction and Specifications Manual, Drainage Manual, and other published policies and technical manuals, as the same may be amended from time to time, shall control the extension of water and wastewater services to the annexed area.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF GEORGETOWN, TEXAS, AND THE ANNEXATION OF APPROXIMATELY 6.351 ACRES OF LAND IN THE LEWIS J. DYCHES SURVEY, ABSTRACT NO. 180 AND KNOWNS AS OLD 1460 TRAIL AS DESCRIBED HEREIN; FINDING THAT SURROUNDING THE AREA BETWEEN THE CEDAR BREAKS ROAD AND THE CURRENT CITY LIMITS IS IN THE PUBLIC INTEREST; PROVIDING FOR SERVICE PLANS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown ("City"), as the owner of the hereinafter described right-of-way, desires for the City, pursuant to Section 43.061 of the Local Government Code, to annex said area of land into the City of Georgetown, to-wit:

> 6.351 acres of land in the Lewis J. Dyches Survey, Abstract No. 180, more particularly shown on the map in *Exhibit "A"* and described by metes and bounds in *Exhibit "B,"* which are attached hereto and incorporated herein by reference as if set forth in full (the "Old 1460 Trail Right-of-Way");

WHEREAS, the Georgetown City Council approved a resolution granting the petition on February 24, 2026; and

WHEREAS, all of the herein-described property lies within the extraterritorial jurisdiction of the City of Georgetown, Texas; and

WHEREAS, the herein-described property lies adjacent and contiguous to the City of Georgetown, Texas; and

WHEREAS, the area to be annexed is not required to be 1,000 feet in width at its narrowest point because the annexation was initiated upon the written petition of the owner(s) of the area to be annexed; and

WHEREAS, the City of Georgetown wishes to undertake full jurisdiction, control, and maintenance of the property, for public road purposes, which property is situated within the City of Georgetown and more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the City of Georgetown will work to maintain and improve the aforementioned property in perpetuity; and

WHEREAS, all prerequisites of state law and the City Charter have been complied with;

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. The City Council hereby finds that this ordinance implements and is not inconsistent or in conflict with any 2030 Comprehensive Plan Vision Statements, Goals and Policies.

Section 3. The City Council of the City of Georgetown hereby annexes into the city limits 6.351 acres of land in the Lewis J. Dyches Survey, Abstract No. 180, as shown in ***Exhibit A***, and described in ***Exhibit B*** of this Ordinance. The City Council of the City of Georgetown hereby approves the Service Plan for the area to be annexed, attached as ***Exhibit C*** to this Ordinance.

Section 4. The 2.098 acres, as described in ***Exhibit A*** and depicted in ***Exhibit B*** of this Ordinance is hereby included in City Council District 1, as it is adjacent to Council District 1.

Section 5. In accordance with Section 12.46.160 of the City's Code of Ordinances, the City's Official Transportation Service Area Map shall be updated to reflect that the Property is hereby included in the transportation service area known as "E".

Section 6. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

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 14th of April , 2026.

PASSED AND APPROVED on Second Reading on the 28th of April , 2026.

CITY OF GEORGETOWN, TEXAS

_____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A

1252

LEGEND

●	1/2-INCH REBAR FOUND (OR AS NOTED)
■	2-INCH IRON PIPE FOUND
◉	CONCRETE MONUMENT FOUND
	5/8-INCH REBAR WITH CAP STAMPED TEXAS DEPARTMENT OF TRANSPORTATION FOUND (OR AS NOTED)
△	CALCULATED POINT (NOT SET)
▲	MAG-NAIL FOUND
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
DOC. NO.	DOCUMENT NUMBER
VOL., PG.	VOLUME, PAGE
CAB.	CABINET
R.O.W.	RIGHT-OF-WAY

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 – 2011 ADJUSTMENT), CENTRAL ZONE (4203).

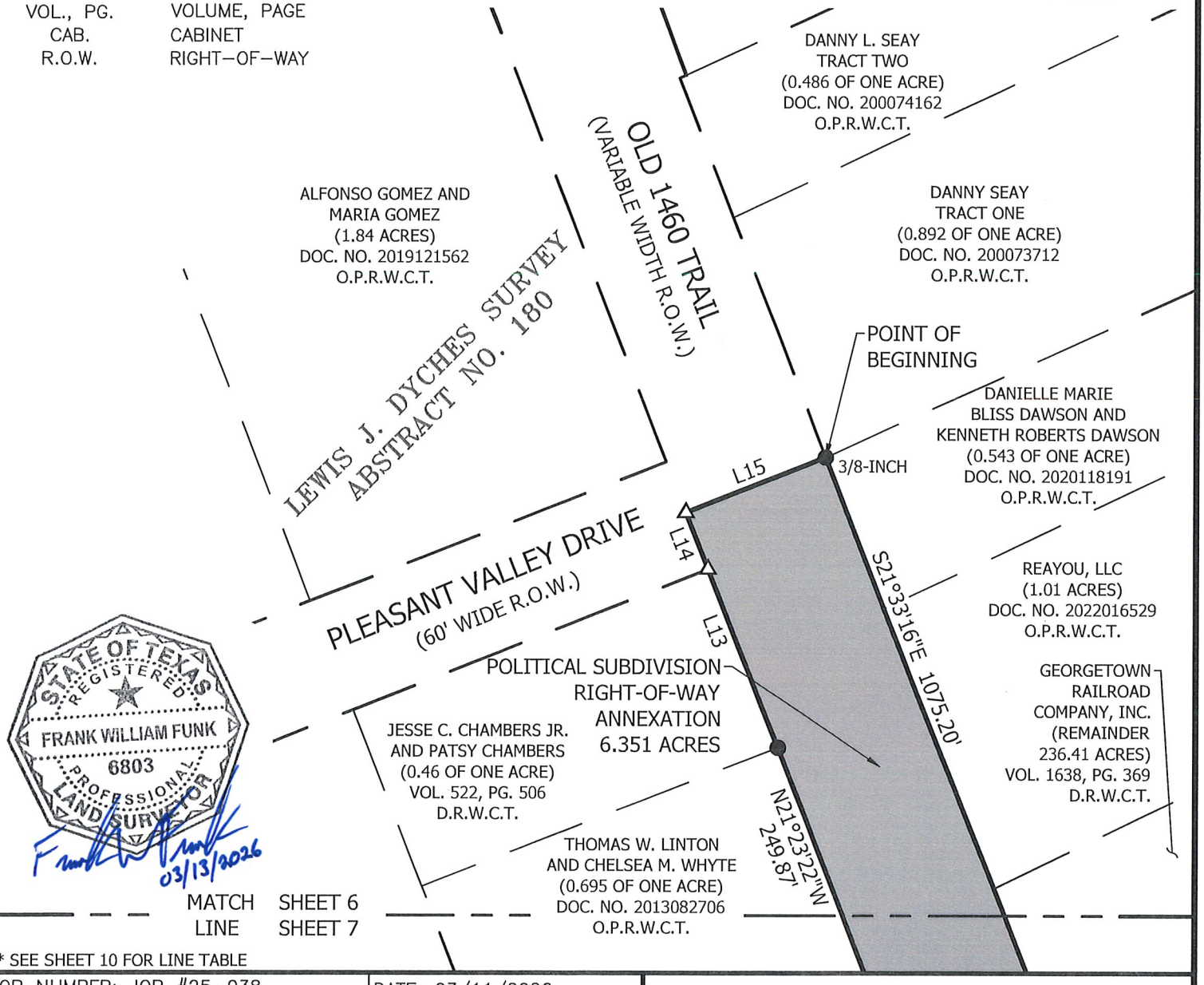
DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00012.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

N

80' 60' 40' 20' 0' 40' 80'

GRAPHIC SCALE



STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR
03/13/2026

* SEE SHEET 10 FOR LINE TABLE

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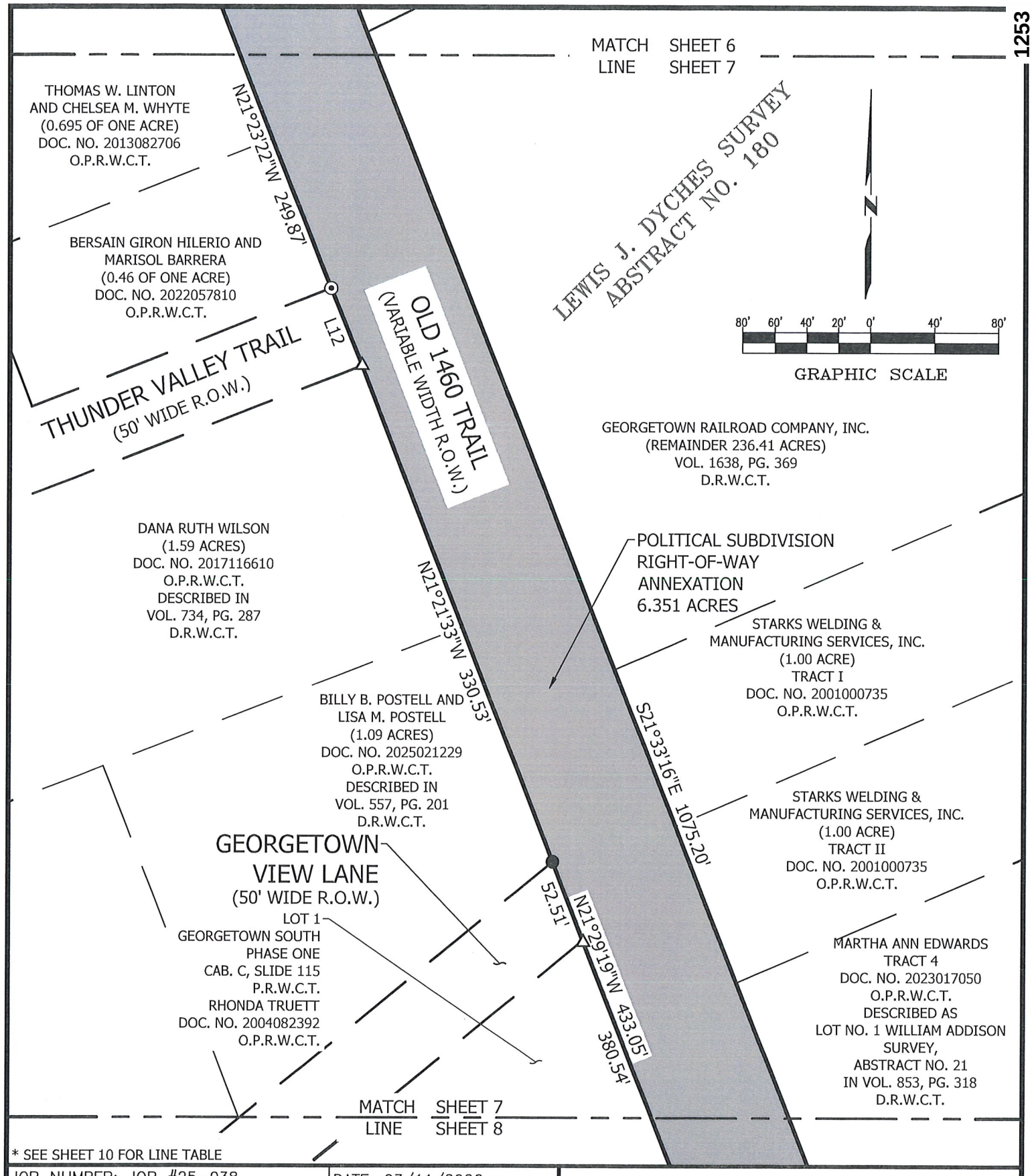

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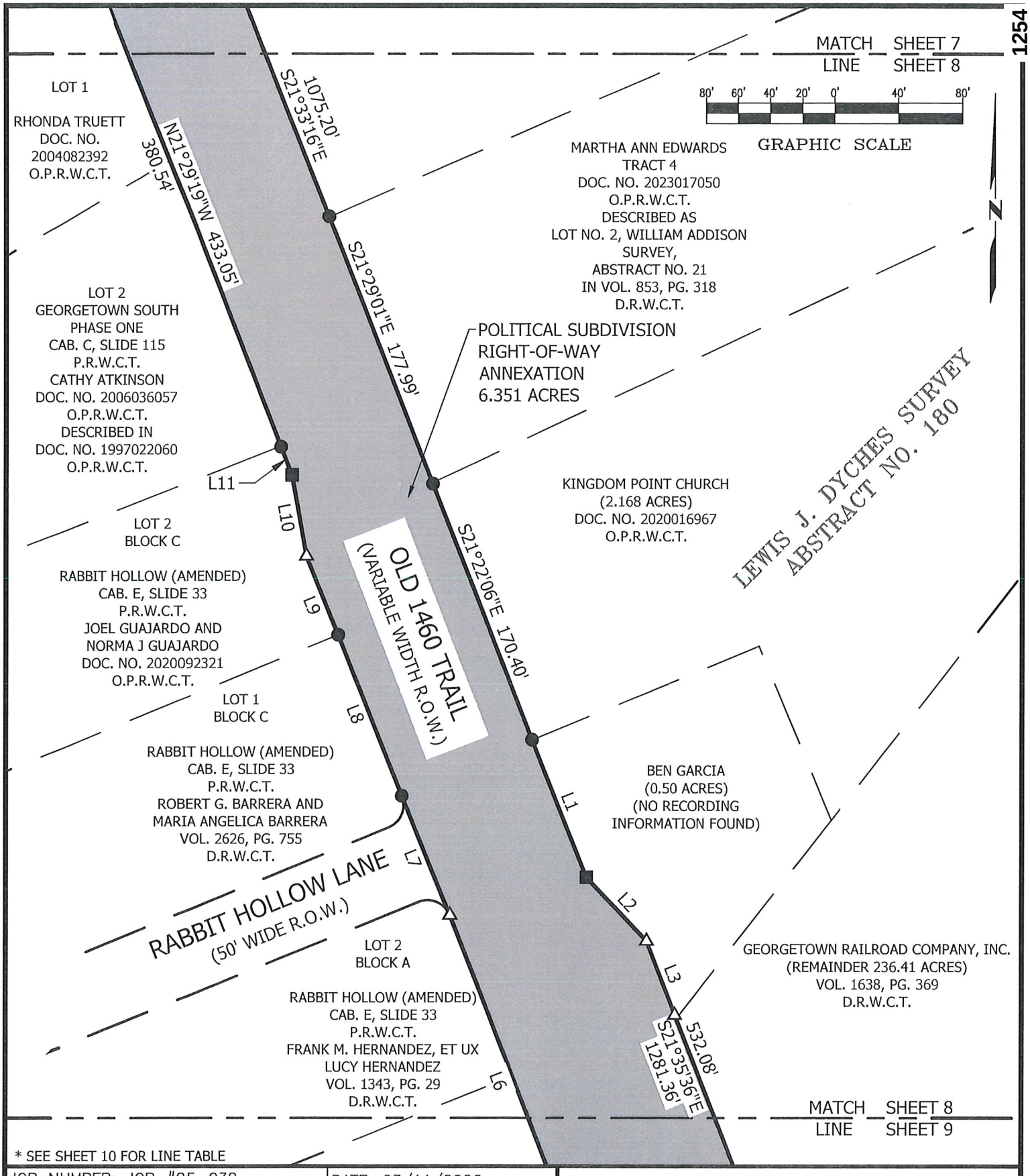

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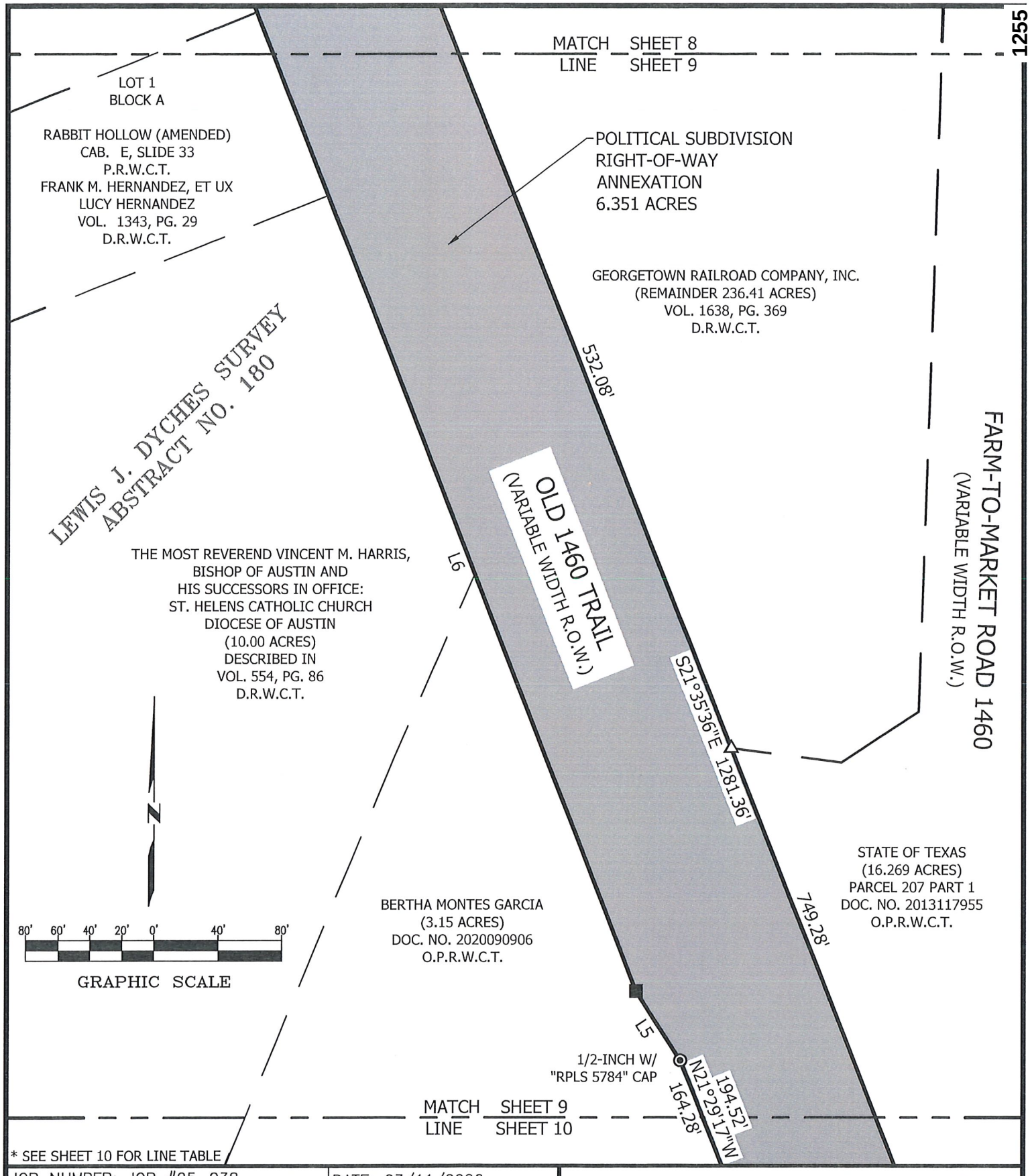

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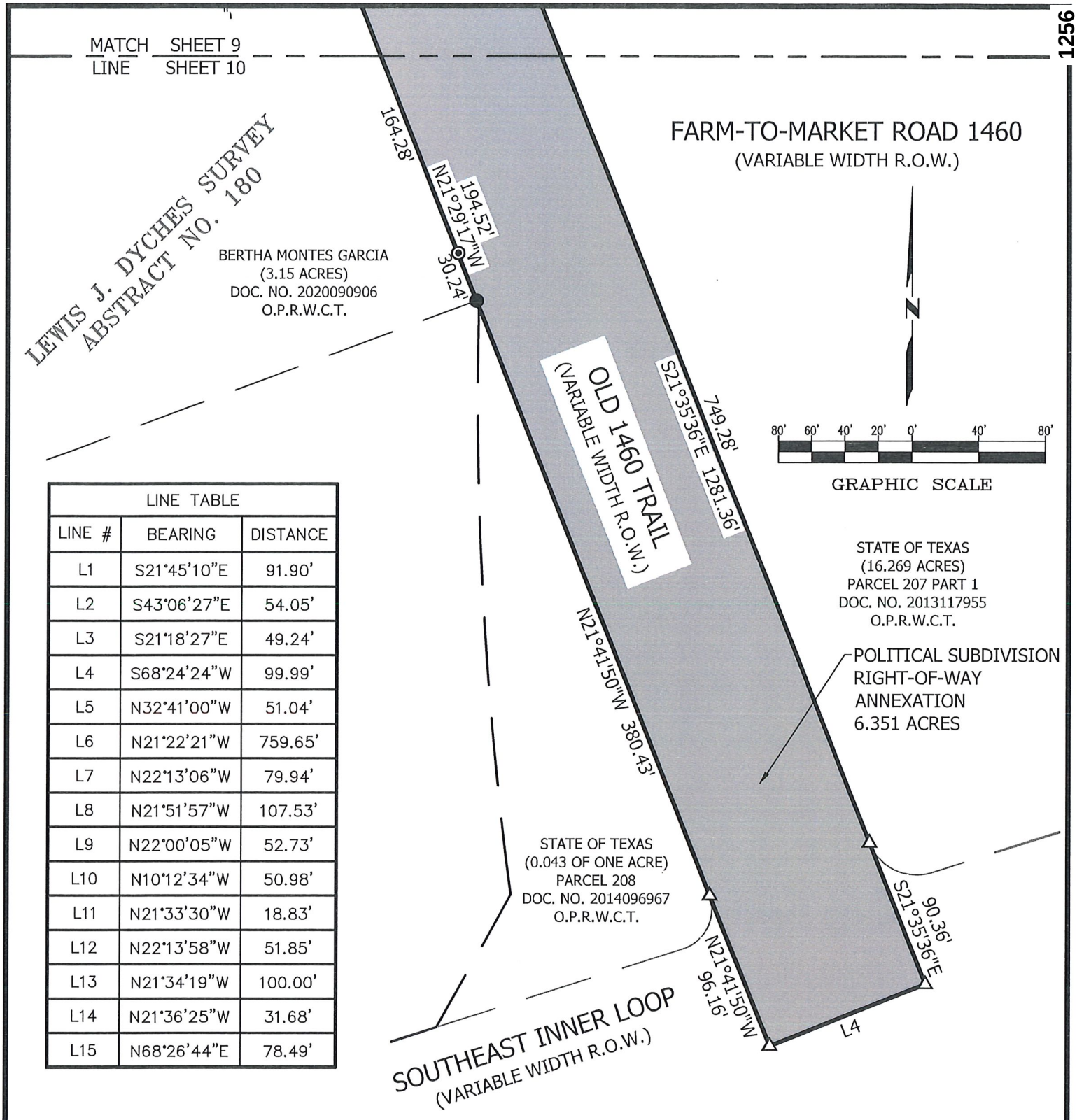
MATCH LINE SHEET 9 / SHEET 10



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10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

EXHIBIT B

LSI LANDESIGN SERVICES, INC.
10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " __ "

POLITICAL SUBDIVISION DESCRIPTION
FOR THE ANEXATION OF THE EXISTING RIGHT-OF-WAY OF OLD 1460 TRAIL TO THE CITY OF GEORGETOWN

BEING 6.351 ACRES WITHIN THE CITY OF GEORGETOWN EXTRA TERRITORIAL JURISDICTION, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE LEWIS J. DYCHES SURVEY, ABSTRACT NO. 180 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF OLD 1460 TRAIL (VARIABLE WIDTH RIGHT-OF-WAY); SAID 6.351 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/8-inch rebar found in the existing East right-of-way line of Old 1460 Trail for the Northwest corner of a called 0.543 of one acre tract of land described in a General Warranty Deed with Third Party Vendor's Lien to Danielle Marie Bliss Dawson and Kenneth Roberts Dawson, recorded in Document No. 2020118191, of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.) and the common Southwest corner of a called 0.892 of one acre tract of land described in a Warranty Deed to Danny Seay, recorded in Document No. 200073712, of said O.P.R.W.C.T. for the most Northerly corner hereof;

THENCE **South 21°33'16" East**, with the existing East right-of-way line of said Old 1460 Trail, and the common West line of said 0.543 of one acre tract, then the West line of a called 1.01 acre tract of land described in a General Warranty Deed to Reayou, LLC, recorded in Document No. 2022016529, of said O.P.R.W.C.T., then the West line of a remainder of a called 236.41 acre tract of land described in a Warranty Deed with Vendor's Lien to Georgetown Railroad Company, Inc., recorded in Volume 1638, Page 369, of the Deed Records of Williamson County, Texas (D.R.W.C.T.), then the West line of a called 1.00 acre tract of land called Tract I and a 1.00 acre tract of land called Tract II, both described in a Warranty Deed to Starks Welding & Manufacturing Services, Inc., recorded in Document No. 2001000735, of said O.P.R.W.C.T., and then the West line of a called 2.00 acre tract of land described as Lot No. 1, WILLIAM ADDISON SURVEY, Abstract No. 21 in Volume 853, Page 321, of said D.R.W.C.T., and a called 1.836 acre tract described as Lot No. 2 in said Volume 853, Page 321, both further described as Tract 4 in a Texas Warranty Deed to Martha Ann Edwards, Trustee of the Martha Edwards Protection Trust, recorded in Document No. 2023017050, of said O.P.R.W.C.T., a distance of **1,075.20** feet to a 1/2-inch rebar at the Southwest corner of said Lot No. 1, and the common Northwest corner of said Lot No. 2;

THENCE **South 21°29'01" East**, with the existing East right-of-way line of said Old 1460 Trail, and the common West line of said 1.836 acre tract, a distance of **177.99** feet to a 1/2-inch rebar at the Southwest corner of a said 1.836 acre tract, and the common Northwest corner of a called 2.168 acre tract of land described in a General Warranty Deed with Vendor's Lien to Kingdom Point Church, recorded in Document No. 2020016967, of said O.P.R.W.C.T.;

THENCE **South 21°22'06" East**, with the existing East right-of-way line of said Old 1460 Trail, and the common West line of said 2.168 acre tract, a distance of **170.40** feet to a 1/2-inch rebar found at the Southwest corner of said 2.168 acre tract, and the common Northwest corner of a called 0.50 of one acre tract of land conveyed to Ben Garcia (No Recording Information Found);

THENCE, with the existing East right-of-way line of said Old 1460 Trail, and the common West line of said 0.50 of one acre tract, the following three (3) courses and distances:

1) **South 21°45'10" East,** a distance of **91.90** feet to a Texas Department of Transportation (TxDOT) Type I concrete monument found;

2) **South 43°06'27" East,** a distance of **54.05** feet to a Calculated Point; and

3) **South 21°18'27" East,** a distance of **49.24** feet to a Calculated Point at the Southwest corner of said 0.50 of one acre tract, common with a Northwest corner of said remainder of a called 236.41 acre tract;

THENCE **South 21°35'36" East**, with the existing East right-of-way line of said Old 1460 Trail, and the common West line of said remainder of a called 236.41 acre tract, passing at a distance of 532.08 feet, a Calculated Point at the Southernmost corner of said remainder of a called 236.41 acre tract and the common most Westerly corner of a called 16.269 acre tract of land described in a Special Warranty Deed to The State of Texas Acting by and Through the Texas Transportation Commission, described by deed as Parcel 207, Part 1, recorded in Document No. 2013117955, of said O.P.R.W.C.T., and continuing with the previous East right-of-way line of said Old 1460 Trail and the common West line of said 16.269 acre tract for a total distance of **1,281.36** feet to a Calculated Point at the return of the intersection of the previous East right-of-way line of said Old 1460 Trail and the previous North right-of-way line of SE Inner Loop (180' Wide Right-of-Way), at a Southwest corner of a said 16.269 acre tract;

THENCE**,** over and across the existing right-of-way of said SE Inner Loop, the following three (3) courses and distances:

1) **South 21°35'36" East,** a distance of **90.36** feet to a Calculated Point;

2) **South 68°24'24" West,** a distance of **99.99** feet to a Calculated Point for the most Southerly corner hereof; and

3) **North 21°41'50" West,** a distance of **96.16** feet to a Calculated Point at a Southeast corner of a called 0.043 of one acre tract of land described in a Deed to The State of Texas, Acting Through the Texas Transportation Commission, described by deed as Parcel 208, recorded in Document No. 2014096967, of said O.P.R.W.C.T., at the return of the intersection of the existing West right-of-way line of said Old 1460 Trail, same being the previous West right-of-way line of said Old 1460 Trail and the previous North right-of-way line of said SE Inner Loop;

THENCE **North 21°41'50" West**, with the previous West right-of-way line of said Old 1460 Trail, and the common East line of said 0.043 of one acre tract, a distance of **380.43** feet to a 1/2-inch rebar found at the Northeast corner of said 0.043 of one acre tract, and the common Southeast corner of a called 3.15 acre tract of land described in a General Warranty Deed with Vendor's Lien to Bertha Montes Garcia, recorded in Document No. 2020090906, of said O.P.R.W.C.T.,

THENCE with the existing West right-of-way line of said Old 1460 Trail, and the common East line of said 3.15 acre tract, then the East line of a called 10.00 acre tract of land described in a Warranty Deed to The Most Reverend Vincent M. Harris, Bishop of Austin, and His Successors in Office, recorded in Volume 554, Page 86, of said D.R.W.C.T., and then the East line of said Lot 1, Block A, RABBIT HOLLOW (AMENDED), a subdivision recorded in Cabinet E, Slide 33, of the Plat Records of Williamson County, Texas (P.R.W.C.T.), then of Lot 2, Block A, said RABBIT HOLLOW (AMENDED), the following three (3) courses and distances:

1) **North 21°29'17" West,** passing at a distance of 30.24 feet a 5/8-inch rebar found with aluminum cap stamped "TEXAS DEPARTMENT OF TRANSPORTATION PROPERTY CORNER", and continuing for a total distance of **194.52** feet to a 1/2-inch rebar found with plastic cap stamped "RPLS 5784";

2) **North 32°41'00" West,** a distance of **51.04** feet to a TxDOT Type I concrete monument found; and

3) **North 21°22'21" West,** a distance of **759.65** feet to a Calculated Point at the return of the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing South right-of-way line of Rabbit Hollow Lane (50' Wide Right-of-Way), at a Northeast corner of said Lot 2, Block A;

THENCE **North 22°13'06" West,** over and across the existing right-of-way of said Rabbit Hollow Lane, a distance of **79.94** feet to 1/2-inch rebar found at the return of the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing North right-of-way line of Rabbit Hollow Lane, for a Southwest corner of Lot 1, Block C, said RABBIT HOLLOW (AMENDED);

THENCE with the existing West right-of-way line of said Old 1460 Trail, and the common East line of said Lot 1, Block C, then of Lot 2, Block C, said RABBIT HOLLOW (AMENDED), the following four (4) courses and distances:

1) **North 21°51'57" West,** a distance of **107.53** feet to a 1/2-inch rebar found for the Northeast corner of said Lot 1, Block C, and the common Southeast corner of said Lot 2, Block C;

2) **North 22°00'05" West,** a distance of **52.73** feet to a Calculated Point;

3) **North 10°12'34" West,** a distance of **50.98** feet to a TxDOT Type I concrete monument found; and

4) **North 21°33'30" West,** a distance of **18.83** feet to a 1/2-inch rebar found at the Northeast corner of said Lot 2, Block C, and the common Southeast corner of Lot 2, GEORGETOWN SOUTH, PHASE ONE, a subdivision recorded in Cabinet C, Slide 115, of said P.R.W.C.T.;

THENCE **North 21°29'19" West,** with the existing West right-of-way line of said Old 1460 Trail, and the common East line of last said Lot 2, then of Lot 1, said GEORGETOWN SOUTH, PHASE ONE, a distance of **380.54** feet to a Calculated Point at the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing South right-of-way line of Georgetown View Lane (50' Wide right-of-way) (undeveloped road), and the common Northwest corner of last said Lot 1;

THENCE **North 21°29'19" West,** over and across the existing right-of-way of said Georgetown View Lane, a distance of **52.51** feet to a 1/2-inch rebar found at the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing North right-of-way line of said Georgetown View Lane, for the Southeast corner of a called 1.09 acre tract of land described in a General Warranty Deed to Billy B. Postell and Lisa M. Postell, recorded in Document No. 2025021229, of said O.P.R.W.C.T.;

THENCE **North 21°21'33" West,** with the existing West right-of-way line of said Old 1460 Trail, and the common East line of said 1.09 acre tract, then the East line of a called 1.59 acre tract of land conveyed in a Special Warranty Deed to Dana Ruth Wilson, recorded in Document No. 2017116610, of said O.P.R.W.C.T., and described in a Deed Recorded in Volume 557, Page 201, of said D.R.W.C.T., a distance of **330.53** feet to a Calculated Point at the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing South right-of-way line of Thunder Valley Trail (50' Wide Right-of-Way), for the Northeast corner of said 1.59 acre tract;

THENCE **North 22°13'58" West,** over and across the existing right-of-way of said Thunder Valley Trail, a distance of **51.85** feet to a Calculated Point at the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing North right-of-way line of said Thunder Valley Trail, and the common Southeast corner of a called 0.46 of one acre tract of land described in a General Warranty Deed with Vendor's Lien to Bersain Giron Hilerio and wife, Marisol Barrera, recorded in Document No. 2022057810, of said O.P.R.W.C.T.;

THENCE **North 21°23'22" West,** with the existing West right-of-way line of said Old 1460 Trail, and the common East line of said 0.46 of one acre tract, then the East line of a called 0.695 of one acre tract of land described in a Warranty Deed with Vendor's Lien to Thomas W. Linton and Chelsea M. Whyte, recorded in Document No. 2013082706, of said O.P.R.W.C.T., a distance of **249.87** feet to a 1/2-inch rebar found for the Northeast corner of said 0.695 of one acre tract, and the common Southeast corner of a called 0.46 of one acre tract of land described in a deed to Jesse C. Chambers Jr. and wife, Patsy Chambers, recorded in Volume 522, Page 506, of the Deed Record of Williamson County, Texas (D.R.W.C.T.);

THENCE **North 21°34'19" West,** with the existing West right-of-way line of said Old 1460 Trail, and the common East line of last said 0.46 of one acre tract, a distance of **100.00** feet to a Calculated Point at the intersection of the existing West right-of-way line of said Old 1460 Trail and the existing South right-of-way line of Pleasant Valley Drive (60' Wide Right-of-Way), being the Northeast corner of last said 0.46 of one acre tract;

THENCE **North 21°36'25" West,** over and across the existing right-of-way of said Pleasant Valley Drive, a distance of **31.68** feet to a Calculated Point in the approximate centerline of the existing right-of-way of said Pleasant Valley Drive;

THENCE **North 68°26'44" East,** over and across the existing right-of-way of said Old 1460 Trail, a distance of **78.49** feet to the **POINT OF BEGINNING** and containing 6.351 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on September 29, 2025.

Frank W Funk 03/13/2026

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803



Job Number: 25-038
Attachments: K:\!2025\25038 - CoGT ROW Annexation\CAD\DWGs\25038_CoGT_ROW Annexation_Old 1460_Exhibit.dwg

EXHIBIT C

CITY OF GEORGETOWN
ANNEXATION SERVICE PLAN
AREA: OLD 1460 TRAIL
(PLEASANT VALLEY DRIVE TO FM 1460)
COUNCIL DISTRICT: NO. 1
DATE: APRIL 14, 2026

I. INTRODUCTION

This Service Plan (the "Plan") is made by the City of Georgetown, Texas ("City") pursuant to Sections 43.056(b)-(o) and 43.065 of the Texas Local Government Code ("LGC"). This Plan relates to the annexation into the City of the land shown on Exhibit "A" to this Service Plan, which is referred to as "the Old 1460 Trail Right of Way". The provisions of this Plan were made available for public inspection and explained to the public at the two public hearings held by the City on March 10, 2026 and March 24, 2026 in accordance with Section 43.063 of the LGC.

II. TERM OF SERVICE PLAN

Pursuant to Section 43.056(l) of the LGC, this Plan shall be in effect for a ten-year period commencing on the effective date of the ordinance approving the annexation. Renewal of the Plan shall be at the discretion of the City Council and must be accomplished by Ordinance.

III. INTENT

It is the intent of the City to provide municipal services in accordance with the timetables required by the LGC. The City reserves the rights guaranteed to it by the LGC to amend this Plan if the City Council determines that changed conditions, subsequent occurrences, or any other legally sufficient circumstances exist under the LGC or other Texas laws that make this Plan unworkable, obsolete, or unlawful.

IV. CATEGORIZATION OF MUNICIPAL SERVICES

The municipal services described herein are categorized by those services which are (1) available to the annexed area immediately upon annexation; (2) those services which will be available to the annexed area within 2½ years from the effective date of the annexation; and (3) those services for which capital improvements are needed and which will be available within 4½ years from the effective date of the annexation based upon a schedule for construction of such improvements as set forth herein.

For the purposes of this Plan, "provision of services" includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract, in whole or in part, and may include duties on the part of a private landowner with regard to such services.

In addition, in accordance with Section 43.056(g) of the LGC, if before annexation the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the same being provided by the City to other areas within the City limits, this Plan shall be construed to allow for the provision to the annexed area of a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected in the annexed area.

V. SERVICES TO BE PROVIDED UPON ANNEXATION

1. **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.

2. **Police** – The City's Police Department will provide protection and law enforcement services.

3. **Planning and Development, Building Permits, and Inspections Services** - 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.

4. **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.

5. **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.

6. **Library** – Upon annexation, library privileges will be available to anyone residing in the annexed area.

7. **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.

8. **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.

9. **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.

10. **Solid Waste Services** – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

11. **Code Compliance** – The City's Code Department will provide education, enforcement, and abatement relating to code violations within the Property.

12. **Animal Control Services** – Upon annexation, the City shall provide animal control services in the annexed area.

13. **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.

14. **Health and Safety Regulations** – The provisions of the City Code of Ordinances relating to health and safety regulations (including but not limited to Fire Prevention Code; Fireworks; Food Sanitation; Noise Control; Nuisances; Junked Motor Vehicles; and Smoking in Public Places) shall apply in the annexed area.

15. **Regulations Pertaining to Peace, Morals and Welfare** -- The provisions of the City Code of Ordinances relating to peace, morals and welfare (including but not limited to Housing Discrimination; Weapons; and Enforcement of Other Miscellaneous Violations) shall apply in the annexed area.

VI. SERVICES TO BE PROVIDED WITHIN 4½ YEARS OF ANNEXATION; CAPITAL IMPROVEMENTS PROGRAM

1. **In General –** The City will initiate the construction of capital improvements necessary for providing municipal services for the annexation area as necessary for services that are provided directly by the City.

2. **Water and Wastewater Services–** Water and wastewater services are only provided to occupied lots that have been legally subdivided and platted or are otherwise a legal lot, and that are located within the boundaries of the City's authorized service areas. Further, existing residences in the annexed area that were served by a functioning onsite sewer system (septic system) shall continue to use such private system for wastewater services in conformance with the City Code of Ordinances. Existing non-residential

establishments in the annexed area may continue to use an onsite sewer system (septic system) for sewage disposal in conformance with the City Code of Ordinances. Upon the Development of any property in the annexed area, the provisions of the UDC shall apply. The City shall have no obligation to extend water or wastewater service to any part of the annexed area that is within the service area of another water or wastewater utility. For annexed areas located within the City's authorized service areas, the City shall, subject to the terms and conditions of this Plan, extend water and wastewater service in accordance with the service extension ordinances, policies, and standards that are summarized in Section X of this Plan, which may require that the property owner or developer of a newly developed tract install water and wastewater lines. The extension of water and wastewater services will be provided in accordance with the policies summarized in Section X of this Plan and with any applicable construction and design standards manuals adopted by the City.

3. **Water and Wastewater Capital Improvements Schedule –** Because of the time required to design and construct the necessary water and wastewater facilities to serve the annexed area, certain services cannot be reasonably provided within 2½ years of the effective date of annexation. Therefore, the City shall implement a program, which will be initiated after the effective date of the annexation and include the acquisition or construction of capital improvements necessary for providing water and wastewater services to the area. The following schedule for improvements is proposed: construction will commence within 2 ½ years from the effective date of annexation and will be substantially complete within 4 ½ years from the effective date of annexation. However, the provisions of Section VII of this Plan shall apply to the schedule for completion of all capital improvements. In addition, the acquisition or construction of the improvements shall be accomplished by purchase, lease, or other contract or by the City succeeding to the powers, duties, assets, and obligations of a conservation and reclamation district as authorized or required by law.

4. **Roads and Streets –** No road or street related capital improvements are necessary at this time. Future extension of roads or streets and installation of traffic control devices will be governed by the City's Comprehensive Plan, the City's Overall Transportation Plan, the City's Capital Improvements Plan; the City's regular or non-impact fee Capital Improvements Program, and any applicable City ordinances, policies, and procedures, which may require that the property owner or developer install roads and streets at the property owner's or developer's expense. It is anticipated that the developer of new subdivisions in the area will install street lighting in accordance with the City's standard policies and procedures. Provision of street lighting will be in accordance with the City's street lighting policies.

5. **Capital Improvements for Other Municipal Services** – No capital improvements are necessary at this time to provide municipal Police; Fire Protection; Emergency Medical Services; Solid Waste Collection; Public Parks, Playgrounds, or Swimming Pools; Public Buildings or Facilities; or Library Services. The annexed area will be included in the City's future planning for new or expanded capital improvements and evaluated on the same basis and in accordance with the same standards as similarly situated areas of the City.

VII. FORCE MAJEURE AND SCHEDULE EXTENSIONS

1. Certain events, described as Force Majeure Events in this Plan, are those over which the City has no control. Force Majeure Events shall include, but not be limited to, acts of God; terrorism or acts of a public enemy; war; blockages; riots; strikes; epidemics; forces of nature including landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes; arrest and restraint of government; explosions; collisions, and all other inabilities of the City, whether similar to those enumerated or otherwise, which are not within the control of the City. Any deadlines or other provisions of this Plan that are affected by a Force Majeure Event shall be automatically extended to account for delays caused by such Force Majeure Event.

2. In accordance with Section 43.056(e) of the LGC, this Plan and the schedules for capital improvements necessary to provide full municipal services to the annexed area may be amended by the City to extend the period for construction if the construction is proceeding with all deliberate speed. The construction of the improvements shall be accomplished in a continuous process and shall be completed as soon as reasonably possible, consistent with generally accepted local engineering and architectural standards and practices. However, the City does not violate this Plan if the construction process is interrupted for any reason by circumstances beyond the direct control of the City.

VIII. AMENDMENTS

Pursuant to the provisions of Section 43.056(k) of the LGC, on approval by the City Council, the Plan is a contractual obligation that is not subject to amendment or repeal except as provided by state law. Section 43.056(k) of the LGC provides that if the City Council determines, after public hearings, that changed conditions or subsequent occurrences make the Plan unworkable or obsolete, the City Council may amend the Plan to conform to the changed conditions or subsequent occurrences. An amended Plan must provide for services that are comparable to or better than those established in the Plan before amendment. Before any Plan amendments are adopted, the City Council must provide an opportunity for interested persons to be heard at public hearings called and held in the manner provided by Section 43.063 of the LGC.

IX. FEES

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.

X. WATER AND WASTEWATER SERVICE EXTENSION POLICIES

The policies and regulations related to water and wastewater utility extensions that are included in the City Code of Ordinances, the Unified Development Code, the City's Construction and Specifications Manual, Drainage Manual, and other published policies and technical manuals, as the same may be amended from time to time, shall control the extension of water and wastewater services to the annexed area.

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
First Reading - 2026-2-ANX - Cedar Breaks Road ROW

SUGGESTED ACTION:
First Reading on an Ordinance for the annexation of approximately 2.098 acres of Right-Of-Way for Cedar Breaks Road currently in the Extra Territorial Jurisdiction (2026-2-ANX) -- Ryan Clark, AICP, Planning Manager

ITEM SUMMARY:

Overview of Applicant's Request:

The City annexed the GISD High School Site #3 in 2023. Per State Law in Local Government Code Chapter 43, municipalities are required to annex all adjacent County ROW's when bringing real property into City Limits. The City did not include the adjacent ROW for Cedar Breaks Road at that time, and so this request is being made to comply with State Law.

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 meets the criteria established in UDC Section 3.25.030 for an Annexation, as outlined in the attached Staff Report.

Public Comments:

As required by the Unified Development Code (UDC), a legal notice advertising the public hearing was placed in the Sun Newspaper (Sunday, February 22, 2026).

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Haley Webre, Planning Department

ATTACHMENTS:
2026-2-ANX - Staff Memo.pdf
2026-2-ANX - Staff Presentation.pdf
Exhibit 1 - Location Map and Area of ETJ to be surrounded by City Limits.pdf
Exhibit 2 - Cedar Breaks Road Metes and Bounds and Exhibit.pdf

Exhibit 3 - Annexation Service Plan for Cedar Breaks Road.pdf
2026-2-ANX Ordinance with Exhibits.pdf

Planning Department Staff Report

Report Date: April 6, 2026
Case Number: 2026-2-ANX

AGENDA ITEM DESCRIPTION

First Reading of an Ordinance for the annexation of approximately 2.098 acres of Right-Of-Way for Cedar Breaks Road currently in the Extra Territorial Jurisdiction. (2026-2-ANX). Ryan Clark, AICP, Planning Manager

AGENDA ITEM DETAILS

Project Name:	**Cedar Breaks Road ROW Annexation**
Applicant:	**City of Georgetown c/o Larry Taylor**
Property Owner:	**City of Georgetown c/o Larry Taylor**
Property Address:	**Cedar Breaks Road, Georgetown, Texas**
Legal Description:	**2.098 acres in the Joseph Fish Suvery, Abstract No. 232**
Current Zoning:	**n/a – located in City's ETJ**
Current Use:	**Roadway**

APPLICANT'S REQUEST

The City annexed the GISD High School Site #3 in 2023. Per State Law in Local Government Code Chapter 43, municipalities are required to annex all adjacent County ROW's when bringing real property into City Limits. The City did not include the adjacent ROW for Cedar Breaks Road at that time, and so this request is being made to comply with State Law.

RECOMMENDATION

Staff recommend approval of the request.

PROPERTY CONTEXT

Cedar Breaks Road is a 2-lane road without a sidewalk in the ETJ. It is primarily used to service the numerous Lake Georgetown sites and parks as well as the South Lake Water Treatment Plant.

STAFF ANALYSIS

The annexation of the ROW for Cedar Breaks Road is required by State Law and will align with the 2030 Comprehensive Plan's Land Use Policies 12 and 13, which call for supporting public safety services and infrastructure as well as promoting development decisions that serve the needs of our interlocal government partners.

PUBLIC NOTIFICATION

As required by the Unified Development Code (UDC), a legal notice advertising the public hearing was placed in the Sun Newspaper (Sunday, February 22, 2026).

ATTACHMENTS

Exhibit 1 – Location Map and Area of ETJ to be Surrounded by City Limits
Exhibit 2 – Cedar Breaks Road Metes and Bounds and Exhibit
Exhibit 3 – Annexation Service Plan for Cedar Breaks Road

SUBMITTED BY

Ryan Clark, Planning Manager

Cedar Breaks Road Annexation – First Reading of an Ordinance 2026-2-ANX

April 14, 2026 | City Council

GEORGETOWN TEXAS

Item Under Consideration

2026-2-ANX

- First Reading of an Ordinance for the annexation of approximately 2.098 acres of Right-Of-Way for Cedar Breaks Road currently in the Extra Territorial Jurisdiction. (2026-2-ANX). Ryan Clark, AICP, Planning Manager

Resolution

Public Hearing #1

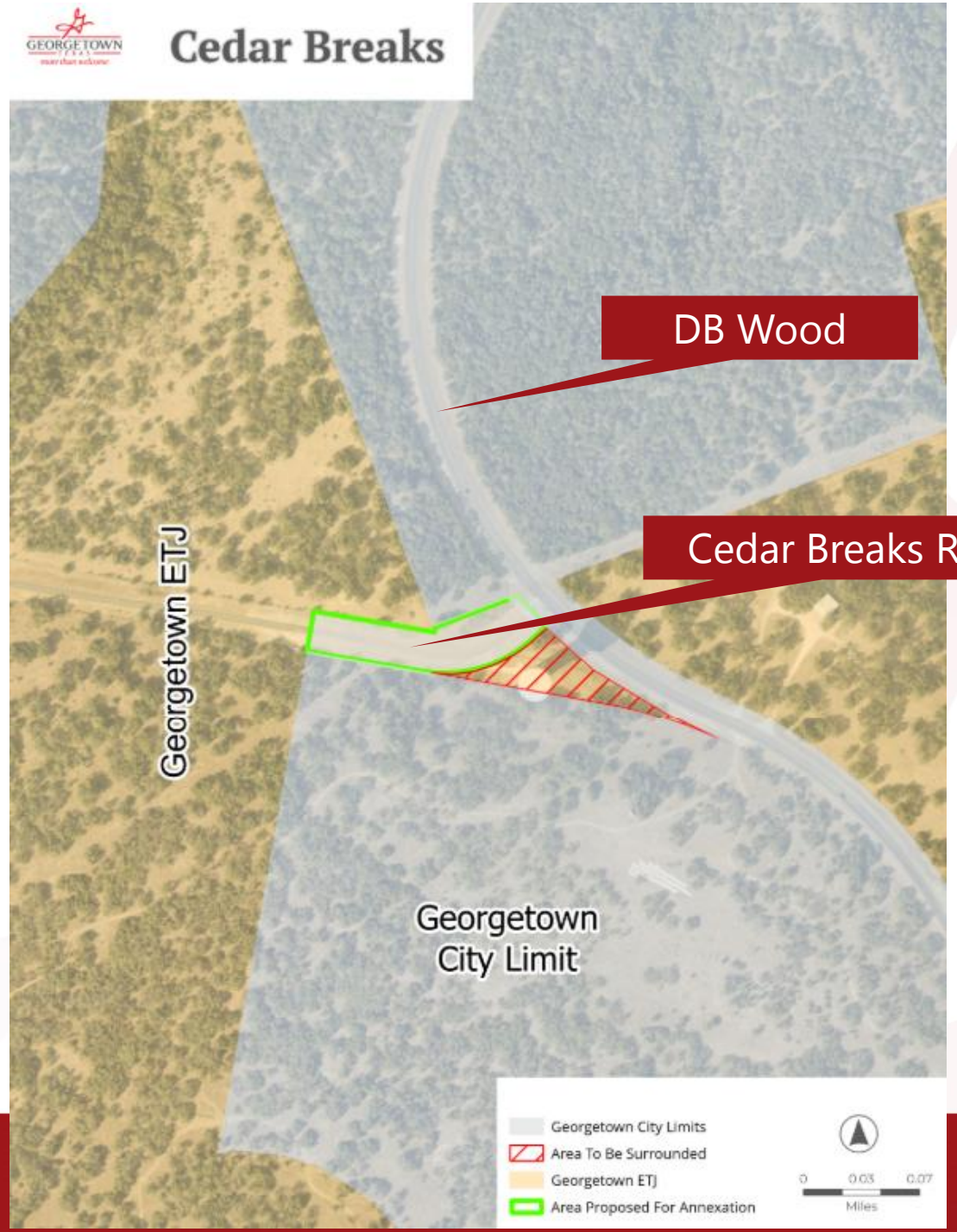
Public Hearing #2

1st Reading and Approval of Service Plan ★

2nd Reading of an Ordinance

Tentative Schedule

Status	Date	Body	Purpose
✓	February 24	City Council	Resolution petitioning for annexation
✓	March 10	City Council	First Public Hearing
✓	March 24	City Council	Second Public Hearing
✓	April 14	City Council	Approval of the Service Plan
✓	April 14	City Council	1st Reading
	April 28	City Council	2nd Reading


Cedar Breaks
DB Wood
Cedar Breaks Road
Georgetown ETJ
Georgetown
City Limit
Georgetown City Limits
Area To Be Surrounded
Georgetown ETJ
Area Proposed For Annexation
0
0.03
0.07
Miles

UDC 3.25.030 – Annexation Approval Criteria

Criteria	Staff Analysis
A. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action; and	Complies
B. The annexation promotes the health, safety or general welfare of the City and the safe, orderly, and healthful development of the City.	Complies
C. Consistency with the City's adopted long range plans and annexation policies.	Complies

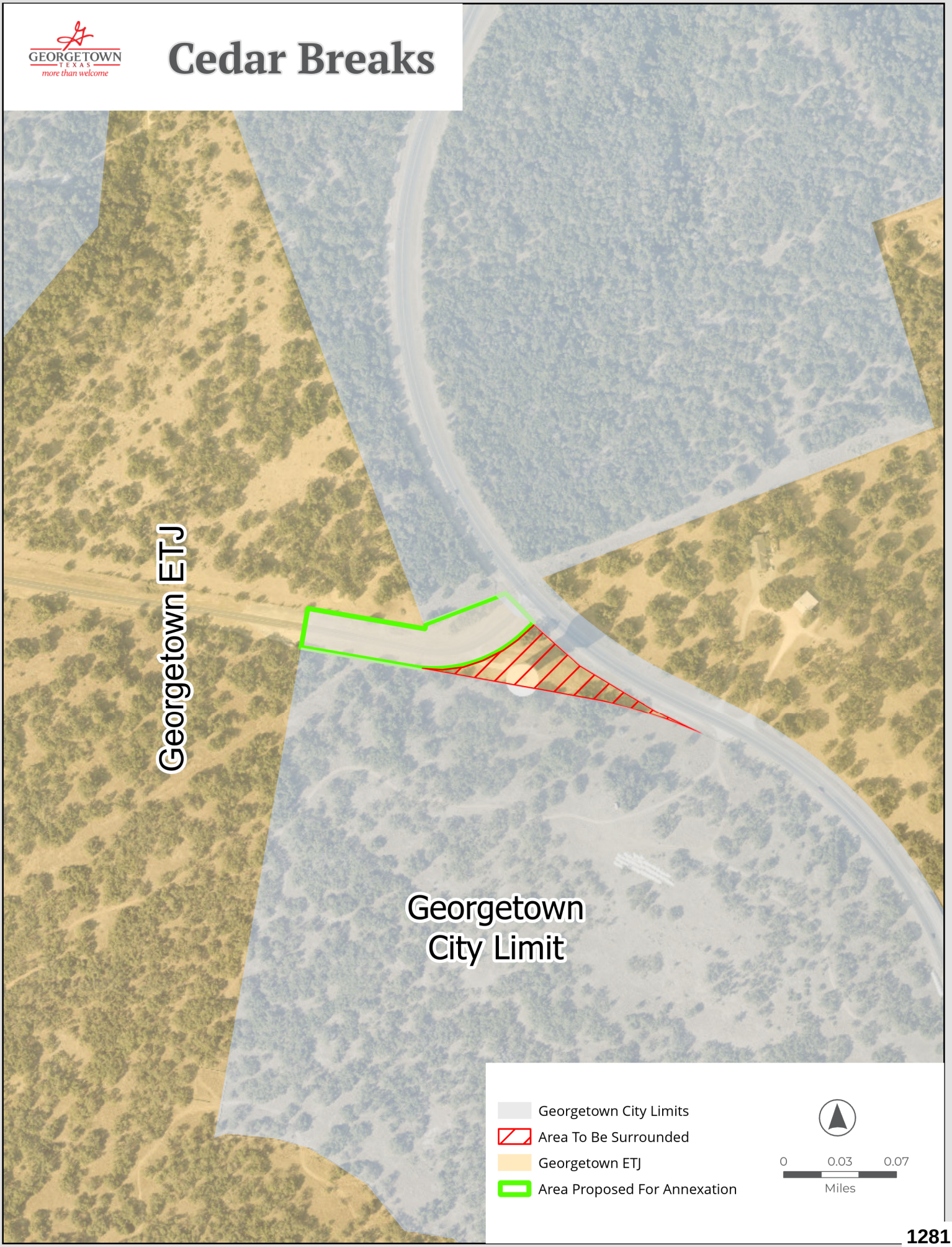
Summary

- Second Public Hearing for the annexation of approximately 2.098 acres of Right-Of-Way for Cedar Breaks Road currently in the Extra Territorial Jurisdiction. (2026-2-ANX). Ryan Clark, AICP, Planning Manager

First Reading of an Ordinance

- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF GEORGETOWN, TEXAS, AND THE ANNEXATION OF APPROXIMATELY 2.098 ACRES OF LAND IN THE JOSEPH FISH SURVEY, ABSTRACT NO. 232 AND KNOWNS AS CEDAR BREAKS ROAD AS DESCRIBED HEREIN; FINDING THAT SURROUNDING THE AREA BETWEEN THE CEDAR BREAKS ROAD AND THE CURRENT CITY LIMITS IS IN THE PUBLIC INTEREST; PROVIDING FOR SERVICE PLANS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Cedar Breaks



LSI LANDESIGN SERVICES, INC.

10090 W Highway 29 | Liberty Hill, Texas 78642

TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " **2** "

POLITICAL SUBDIVISION DESCRIPTION
FOR THE ANEXATION OF THE EXISTING RIGHT-OF-WAY OF CEDAR BREAKS ROAD TO THE CITY OF GEORGETOWN

BEING 2.098 ACRES WITHIN THE CITY OF GEORGETOWN EXTRA TERRITORIAL JURISDICTION, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE JOSEPH FISH SURVEY, ABSTRACT NO. 232 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF CEDAR BREAKS ROAD (120' WIDE RIGHT-OF-WAY) RECORDED IN VOLUME 901, PAGE 551, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.) AND IN DOCUMENT NO. 2001052829, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 2.098 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar found with plastic cap stamped "STEGER BIZZELL" in the existing South Right-of-Way line of Cedar Breaks Road for the Northeast corner of a called 15.00 acre tract of land described in a Special Warranty Donation Deed with Use Restriction to Georgetown Independent School District, recorded in Document No. 2019122376, of said O.P.R.W.C.T. and the common Northwest corner of Lot 1, Block A, GISD HIGH SCHOOL NO. 3, a subdivision of record in Document No. 2025009472, of said O.P.R.W.C.T. for the most Westerly corner hereof;

THENCE **North 09°52'10" East**, over and across the existing Right-of-Way of said Cedar Breaks Road, a distance of **120.13** feet to a Calculated Point in the existing North Right-of-Way line of said Cedar Breaks Road, and the common South line of a called 33.68 acre tract of land, described by deed as Tract II, described in a Warranty Deed to Jim Forrest Avant, Jeff Wood Avant and Jamie Avant Dyhle, recorded in Volume 2334, Page 548, of said D.R.W.C.T.;

THENCE with the existing North right-of-way line of said Cedar Breaks Road and the common South line of said 33.68 acre tract, the following two (2) courses and distances:

1) **South 80°07'50" East**, a distance of **361.59** feet to a 1/2-inch rebar found with illegible plastic cap at the Southeast corner of said 33.68 acre tract;

2) **North 10°05'32" East**, a distance of **14.95** feet to a concrete monument with U.S. Army Corps of Engineers disk found for the Easterly Northeast corner of said 33.68 acre tract, for the South corner of a called 333.00 acre tract of land conveyed in a General Warranty Deed to The United States of America, recorded in Volume 516, Page 349, of said D.R.W.C.T

THENCE, **North 69°00'44" East**, with the existing North Right-of-Way line of said Cedar Breaks Road and the common South line of said 333.00 acre tract, a distance of **259.58** feet to a Calculated Point on the South line of said 333.00 acre tract, in the existing Southwest Right-of-Way line of D.B. Wood Road (120' Wide Right-of-Way, Document No. 2005080399, O.P.R.W.C.T.), for the Northerly corner hereof;

THENCE with the existing Southwest Right-of-Way line of said D.B. Wood Road, along a curve to the **Left**, having a radius of **1,492.84** feet, an arc length of **123.72** feet, a delta angle of **04°44'54"**, and a chord which bears **South 43°45'29" East,** a distance of **123.67** feet to a 1/2-inch rebar found with aluminum cap stamped "CITY OF GEORGETOWN" for the Northwest corner of a called 1.314 acre tract of land described in a Deed Without Warranty to The City of Georgetown, recorded in Document No. 2016073417, of said O.P.R.W.C.T.;

THENCE with the existing Southeast Right-of-Way line of said Cedar Breaks Road, and the common Northwest line of said 1.314 acre tract, the following two (2) courses and distances:

1) **South 46°26'21" West,** a distance of **42.79** feet to a 1/2-inch rebar found with aluminum cap stamped "CITY OF GEORGETOWN"; and

2) Along a curve to the **Right**, having a radius of **393.66** feet, an arc length of **369.95** feet, a delta angle of **53°50'43"**, and a chord which bears **South 73°09'51" West,** a distance of **356.49** feet to a 1/2-inch rebar found with aluminum cap stamped "CITY OF GEORGETOWN" for the West corner of said 1.314 acre tract, and the common North line of said Lot 1;

THENCE **North 80°10'52" West**, with the existing South Right-of-Way line of said Cedar Breaks Road, and the common North line of said Lot 1, a distance of **340.10** feet to the **POINT OF BEGINNING** and containing 2.098 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on September 29, 2025.

2-9-2026

Ethan Scott Hopkin
Registered Professional Land Surveyor
State of Texas No. 7048



Job Number: 25-038
Attachments: K:\!2025\25038 - CoGT ROW Annexation\CAD\DWGs\25038_CoGT_ROW Annexation_Cedar Breaks_Exhibit.dwg

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 – 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID–TO–SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00012.

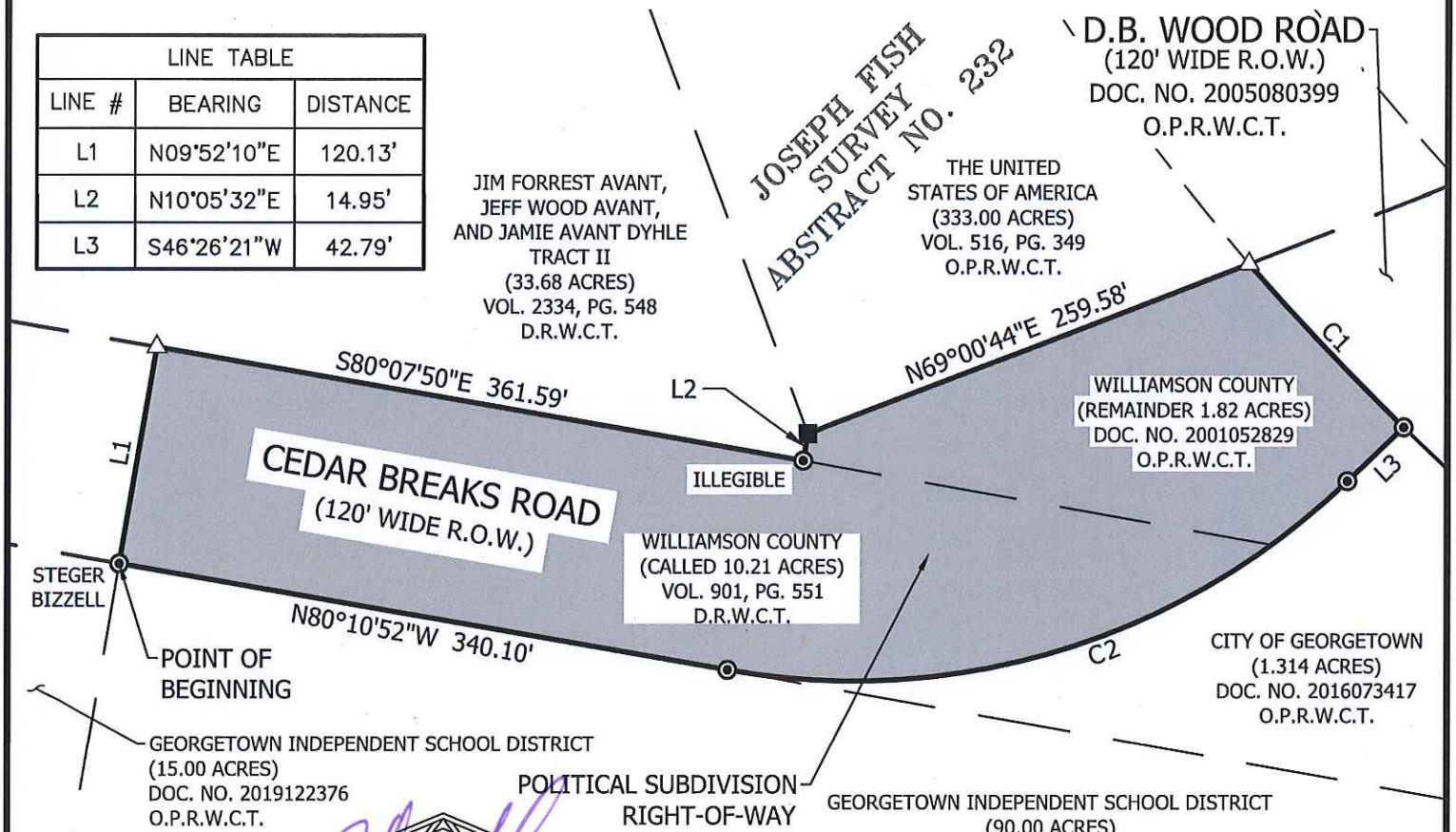
100' 80' 60' 40' 20' 0' 50' 100'

GRAPHIC SCALE

LEGEND

■	CONCRETE MONUMENT WITH U.S. ARMY CORPS OF ENGINEERS DISK FOUND
◉	1/2–INCH REBAR WITH ALUMINUM DISK STAMPED "CITY OF GEORGETOWN" FOUND (OR AS NOTED)
△	CALCULATED POINT (NOT SET)
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
DOC. NO.	DOCUMENT NUMBER
VOL., PG.	VOLUME, PAGE
R.O.W.	RIGHT–OF–WAY

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N09°52'10"E	120.13'
L2	N10°05'32"E	14.95'
L3	S46°26'21"W	42.79'



STATE OF TEXAS
REGISTERED
ETHAN SCOTT HOPKIN
7048
PROFESSIONAL
LAND SURVEYOR

2-9-2026

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	1492.84'	123.72'	4°44'54"	S43°45'29"E	123.68'
C2	393.66'	369.95'	53°50'43"	S73°09'51"W	356.49'

JOB NUMBER: JOB #25–038	DATE: 02/09/2026		
PROJECT NAME: CoGT ROW ANNEXATION			
DRAWING NAME: CoGT ROW ANNEXATION CEDAR BREAKS EXHIBIT.DWG			
DRAWING FILE PATH: K:/!2025/25038/25038 – CoGT ROW ANNEXATION/DWGs			
METES AND BOUNDS FILE PATH: K:/!2025/25038/25038 – CoGT ROW ANNEXATION/DESCRIPTIONS			
RPLS: ESH	TECH: DNP	PARTY CHIEF: CD	CHK BY: ESH
SHEET 03 of 03	FIELDBOOKS 17/498	SCALE:1"=100'	

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

Exhibit 3

CITY OF GEORGETOWN
ANNEXATION SERVICE PLAN
AREA: CEDAR BREAKS DRIVE
COUNCIL DISTRICT: NO. 2
DATE: APRIL 14, 2026

I. INTRODUCTION

This Service Plan (the "Plan") is made by the City of Georgetown, Texas ("City") pursuant to Sections 43.056(b)-(o) and 43.065 of the Texas Local Government Code ("LGC"). This Plan relates to the annexation into the City of the land shown on Exhibit "A" to this Service Plan, which is referred to as "the Cedar Breaks Right of Way". The provisions of this Plan were made available for public inspection and explained to the public at the two public hearings held by the City on March 10, 2026 and March 24, 2026 in accordance with Section 43.063 of the LGC.

II. TERM OF SERVICE PLAN

Pursuant to Section 43.056(l) of the LGC, this Plan shall be in effect for a ten-year period commencing on the effective date of the ordinance approving the annexation. Renewal of the Plan shall be at the discretion of the City Council and must be accomplished by Ordinance.

III. INTENT

It is the intent of the City to provide municipal services in accordance with the timetables required by the LGC. The City reserves the rights guaranteed to it by the LGC to amend this Plan if the City Council determines that changed conditions, subsequent occurrences, or any other legally sufficient circumstances exist under the LGC or other Texas laws that make this Plan unworkable, obsolete, or unlawful.

IV. CATEGORIZATION OF MUNICIPAL SERVICES

The municipal services described herein are categorized by those services which are (1) available to the annexed area immediately upon annexation; (2) those services which will be available to the annexed area within 2½ years from the effective date of the annexation; and (3) those services for which capital improvements are needed and which will be available within 4½ years from the effective date of the annexation based upon a schedule for construction of such improvements as set forth herein.

For the purposes of this Plan, "provision of services" includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract, in whole or in part, and may include duties on the part of a private landowner with regard to such services.

In addition, in accordance with Section 43.056(g) of the LGC, if before annexation the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the same being provided by the City to other areas within the City limits, this Plan shall be construed to

allow for the provision to the annexed area of a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected in the annexed area.

V. SERVICES TO BE PROVIDED UPON ANNEXATION

1. **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.

2. **Police** – The City's Police Department will provide protection and law enforcement services.

3. **Planning and Development, Building Permits, and Inspections Services** - 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.

4. **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.

5. **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.

6. **Library** – Upon annexation, library privileges will be available to anyone residing in the annexed area.

7. **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.

8. **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.

9. **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.

10. **Solid Waste Services** – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

11. **Code Compliance** – The City's Code Department will provide education, enforcement, and abatement relating to code violations within the Property.

12. **Animal Control Services** – Upon annexation, the City shall provide animal control services in the annexed area.

13. **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.

14. **Health and Safety Regulations** – The provisions of the City Code of Ordinances relating to health and safety regulations (including but not limited to Fire Prevention Code; Fireworks; Food Sanitation; Noise Control; Nuisances; Junked Motor Vehicles; and Smoking in Public Places) shall apply in the annexed area.

15. **Regulations Pertaining to Peace, Morals and Welfare** -- The provisions of the City Code of Ordinances relating to peace, morals and welfare (including but not limited to Housing Discrimination; Weapons; and Enforcement of Other Miscellaneous Violations) shall apply in the annexed area.

VI. SERVICES TO BE PROVIDED WITHIN 4½ YEARS OF ANNEXATION; CAPITAL IMPROVEMENTS PROGRAM

1. **In General –** The City will initiate the construction of capital improvements necessary for providing municipal services for the annexation area as necessary for services that are provided directly by the City.

2. **Water and Wastewater Services–** Water and wastewater services are only provided to occupied lots that have been legally subdivided and platted or are otherwise a legal lot, and that are located within the boundaries of the City's authorized service areas. Further, existing residences in the annexed area that were served by a functioning onsite sewer system (septic system) shall continue to use such private system for wastewater services in conformance with the City Code of Ordinances. Existing non-residential establishments in the annexed area may continue to use an onsite sewer system (septic system) for sewage disposal in conformance with the City Code of Ordinances. Upon the Development of any property in the annexed area, the provisions of the UDC shall apply.

The City shall have no obligation to extend water or wastewater service to any part of the annexed area that is within the service area of another water or wastewater utility. For annexed areas located within the City's authorized service areas, the City shall, subject to the terms and conditions of this Plan, extend water and wastewater service in accordance with the service extension ordinances, policies, and standards that are summarized in Section X of this Plan, which may require that the property owner or developer of a newly developed tract install water and wastewater lines. The extension of water and wastewater services will be provided in accordance with the policies summarized in Section X of this Plan and with any applicable construction and design standards manuals adopted by the City.

3. **Water and Wastewater Capital Improvements Schedule –** Because of the time required to design and construct the necessary water and wastewater facilities to serve the annexed area, certain services cannot be reasonably provided within 2½ years of the effective date of annexation. Therefore, the City shall implement a program, which will be initiated after the effective date of the annexation and include the acquisition or construction of capital improvements necessary for providing water and wastewater services to the area. The following schedule for improvements is proposed: construction will commence within 2 ½ years from the effective date of annexation and will be substantially complete within 4 ½ years from the effective date of annexation. However, the provisions of Section VII of this Plan shall apply to the schedule for completion of all capital improvements. In addition, the acquisition or construction of the improvements shall be accomplished by purchase, lease, or other contract or by the City succeeding to the powers, duties, assets, and obligations of a conservation and reclamation district as authorized or required by law.

4. **Roads and Streets –** No road or street related capital improvements are necessary at this time. Future extension of roads or streets and installation of traffic control devices will be governed by the City's Comprehensive Plan, the City's Overall Transportation Plan, the City's Capital Improvements Plan; the City's regular or non-impact fee Capital Improvements Program, and any applicable City ordinances, policies, and procedures, which may require that the property owner or developer install roads and streets at the property owner's or developer's expense. It is anticipated that the developer of new subdivisions in the area will install street lighting in accordance with the City's standard policies and procedures. Provision of street lighting will be in accordance with the City's street lighting policies.

5. **Capital Improvements for Other Municipal Services** – No capital improvements are necessary at this time to provide municipal Police; Fire Protection; Emergency Medical Services; Solid Waste Collection; Public Parks, Playgrounds, or Swimming Pools; Public Buildings or Facilities; or Library Services. The annexed area will be included in the City's future planning for new or expanded capital improvements and evaluated on the same basis and in accordance with the same standards as similarly situated areas of the City.

VII. FORCE MAJEURE AND SCHEDULE EXTENSIONS

1. Certain events, described as Force Majeure Events in this Plan, are those over which the City has no control. Force Majeure Events shall include, but not be limited to, acts of God; terrorism or acts of a public enemy; war; blockages; riots; strikes; epidemics; forces of nature including landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes; arrest and restraint of government; explosions; collisions, and all other inabilities of the City, whether similar to those enumerated or otherwise, which are not within the control of the City. Any deadlines or other provisions of this Plan that are affected by a Force Majeure Event shall be automatically extended to account for delays caused by such Force Majeure Event.

2. In accordance with Section 43.056(e) of the LGC, this Plan and the schedules for capital improvements necessary to provide full municipal services to the annexed area may be amended by the City to extend the period for construction if the construction is proceeding with all deliberate speed. The construction of the improvements shall be accomplished in a continuous process and shall be completed as soon as reasonably possible, consistent with generally accepted local engineering and architectural standards and practices. However, the City does not violate this Plan if the construction process is interrupted for any reason by circumstances beyond the direct control of the City.

VIII. AMENDMENTS

Pursuant to the provisions of Section 43.056(k) of the LGC, on approval by the City Council, the Plan is a contractual obligation that is not subject to amendment or repeal except as provided by state law. Section 43.056(k) of the LGC provides that if the City Council determines, after public hearings, that changed conditions or subsequent occurrences make the Plan unworkable or obsolete, the City Council may amend the Plan to conform to the changed conditions or subsequent occurrences. An amended Plan must provide for services that are comparable to or better than those established in the Plan before amendment. Before any Plan amendments are adopted, the City Council must provide an opportunity for interested persons to be heard at public hearings called and held in the manner provided by Section 43.063 of the LGC.

IX. FEES

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.

X. WATER AND WASTEWATER SERVICE EXTENSION POLICIES

The policies and regulations related to water and wastewater utility extensions that are included in the City Code of Ordinances, the Unified Development Code, the City's Construction and Specifications Manual, Drainage Manual, and other published policies and technical manuals, as the same may be amended from time to time, shall control the extension of water and wastewater services to the annexed area.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF GEORGETOWN, TEXAS, AND THE ANNEXATION OF APPROXIMATELY 2.098 ACRES OF LAND IN THE JOSEPH FISH SURVEY, ABSTRACT NO. 232 AND KNOWNS AS CEDAR BREAKS ROAD AS DESCRIBED HEREIN; FINDING THAT SURROUNDING THE AREA BETWEEN THE CEDAR BREAKS ROAD AND THE CURRENT CITY LIMITS IS IN THE PUBLIC INTEREST; PROVIDING FOR SERVICE PLANS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown ("City"), as the owner of the hereinafter described right-of-way, desires for the City, pursuant to Section 43.061 of the Local Government Code, to annex said area of land into the City of Georgetown, to-wit:

> 2.098 acres of land in the Joseph Fish Survey, Abstract No. 232, more particularly shown on the map in *Exhibit "A"* and described by metes and bounds in *Exhibit "B,"* which are attached hereto and incorporated herein by reference as if set forth in full (the "Cedar Breaks Road Right-of-Way");

WHEREAS, the Georgetown City Council approved a resolution granting the petition on February 24, 2026; and

WHEREAS, all of the herein-described property lies within the extraterritorial jurisdiction of the City of Georgetown, Texas; and

WHEREAS, the herein-described property lies adjacent and contiguous to the City of Georgetown, Texas; and

WHEREAS, the area to be annexed is not required to be 1,000 feet in width at its narrowest point because the annexation was initiated upon the written petition of the owner(s) of the area to be annexed; and

WHEREAS, the City of Georgetown wishes to undertake full jurisdiction, control, and maintenance of the property, for public road purposes, which property is situated within the City of Georgetown and more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the City of Georgetown will work to maintain and improve the aforementioned property in perpetuity; and

WHEREAS, all prerequisites of state law and the City Charter have been complied with;

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. The City Council hereby finds that this ordinance implements and is not inconsistent or in conflict with any 2030 Comprehensive Plan Vision Statements, Goals and Policies.

Section 3. The City Council of the City of Georgetown hereby annexes into the city limits 2.098 acres of land in the Joseph Fish Survey, Abstract No. 232, as shown in ***Exhibit A***, and described in ***Exhibit B*** of this Ordinance. The City Council of the City of Georgetown hereby approves the Service Plan for the area to be annexed, attached as ***Exhibit C*** to this Ordinance.

Section 4. The 2.098 acres, as described in ***Exhibit A*** and depicted in ***Exhibit B*** of this Ordinance is hereby included in City Council District 2, as it is adjacent to Council District 2.

Section 5. In accordance with Section 12.46.160 of the City's Code of Ordinances, the City's Official Transportation Service Area Map shall be updated to reflect that the Property is hereby included in the transportation service area known as "B".

Section 6. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

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 14th of April , 2026.

PASSED AND APPROVED on Second Reading on the 28th of April , 2026.

CITY OF GEORGETOWN, TEXAS

_____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 – 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID–TO–SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00012.

100' 80' 60' 40' 20' 0' 50' 100'

GRAPHIC SCALE

LEGEND

■	CONCRETE MONUMENT WITH U.S. ARMY CORPS OF ENGINEERS DISK FOUND
◉	1/2–INCH REBAR WITH ALUMINUM DISK STAMPED "CITY OF GEORGETOWN" FOUND (OR AS NOTED)
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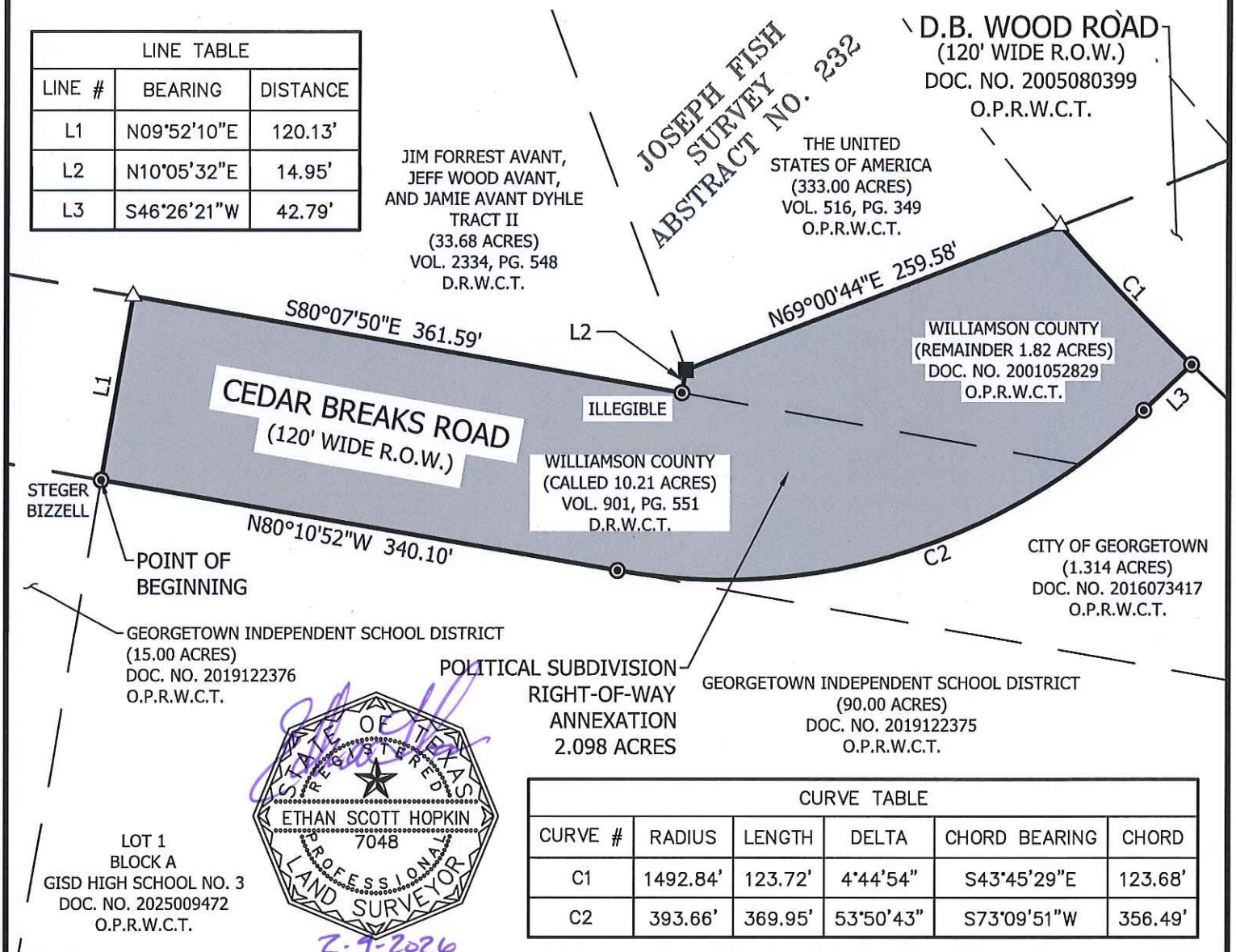
L2	N10°05'32"E	14.95'
L3	S46°26'21"W	42.79'



STATE OF TEXAS
REGISTERED
ETHAN SCOTT HOPKIN
7048
PROFESSIONAL
LAND SURVEYOR

2-9-2026

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	1492.84'	123.72'	4°44'54"	S43°45'29"E	123.68'
C2	393.66'	369.95'	53°50'43"	S73°09'51"W	356.49'

JOB NUMBER: JOB #25–038	DATE: 02/09/2026		
PROJECT NAME: CoGT ROW ANNEXATION			
DRAWING NAME: CoGT ROW ANNEXATION CEDAR BREAKS EXHIBIT.DWG			
DRAWING FILE PATH: K:/!2025/25038/25038 – CoGT ROW ANNEXATION/DWGs			
METES AND BOUNDS FILE PATH: K:/!2025/25038/25038 – CoGT ROW ANNEXATION/DESCRIPTIONS			
RPLS: ESH	TECH: DNP	PARTY CHIEF: CD	CHK BY: ESH
SHEET 03 of 03	FIELDBOOKS 17/498	SCALE:1"=100'	

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

EXHIBIT B

LSI LANDESIGN SERVICES, INC.
10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

POLITICAL SUBDIVISION DESCRIPTION
FOR THE ANEXATION OF THE EXISTING RIGHT-OF-WAY OF CEDAR BREAKS ROAD TO THE CITY OF GEORGETOWN

BEING 2.098 ACRES WITHIN THE CITY OF GEORGETOWN EXTRA TERRITORIAL JURISDICTION, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE JOSEPH FISH SURVEY, ABSTRACT NO. 232 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF CEDAR BREAKS ROAD (120' WIDE RIGHT-OF-WAY) RECORDED IN VOLUME 901, PAGE 551, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.) AND IN DOCUMENT NO. 2001052829, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 2.098 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar found with plastic cap stamped "STEGER BIZZELL" in the existing South Right-of-Way line of Cedar Breaks Road for the Northeast corner of a called 15.00 acre tract of land described in a Special Warranty Donation Deed with Use Restriction to Georgetown Independent School District, recorded in Document No. 2019122376, of said O.P.R.W.C.T. and the common Northwest corner of Lot 1, Block A, GISD HIGH SCHOOL NO. 3, a subdivision of record in Document No. 2025009472, of said O.P.R.W.C.T. for the most Westerly corner hereof;

THENCE **North 09°52'10" East**, over and across the existing Right-of-Way of said Cedar Breaks Road, a distance of **120.13** feet to a Calculated Point in the existing North Right-of-Way line of said Cedar Breaks Road, and the common South line of a called 33.68 acre tract of land, described by deed as Tract II, described in a Warranty Deed to Jim Forrest Avant, Jeff Wood Avant and Jamie Avant Dyhle, recorded in Volume 2334, Page 548, of said D.R.W.C.T.;

THENCE with the existing North right-of-way line of said Cedar Breaks Road and the common South line of said 33.68 acre tract, the following two (2) courses and distances:

1) **South 80°07'50" East**, a distance of **361.59** feet to a 1/2-inch rebar found with illegible plastic cap at the Southeast corner of said 33.68 acre tract;

2) **North 10°05'32" East**, a distance of **14.95** feet to a concrete monument with U.S. Army Corps of Engineers disk found for the Easterly Northeast corner of said 33.68 acre tract, for the South corner of a called 333.00 acre tract of land conveyed in a General Warranty Deed to The United States of America, recorded in Volume 516, Page 349, of said D.R.W.C.T

THENCE, **North 69°00'44" East**, with the existing North Right-of-Way line of said Cedar Breaks Road and the common South line of said 333.00 acre tract, a distance of **259.58** feet to a Calculated Point on the South line of said 333.00 acre tract, in the existing Southwest Right-of-Way line of D.B. Wood Road (120' Wide Right-of-Way, Document No. 2005080399, O.P.R.W.C.T.), for the Northerly corner hereof;

THENCE with the existing Southwest Right-of-Way line of said D.B. Wood Road, along a curve to the **Left**, having a radius of **1,492.84** feet, an arc length of **123.72** feet, a delta angle of **04°44'54"**, and a chord which bears **South 43°45'29" East,** a distance of **123.67** feet to a 1/2-inch rebar found with aluminum cap stamped "CITY OF GEORGETOWN" for the Northwest corner of a called 1.314 acre tract of land described in a Deed Without Warranty to The City of Georgetown, recorded in Document No. 2016073417, of said O.P.R.W.C.T.;

THENCE with the existing Southeast Right-of-Way line of said Cedar Breaks Road, and the common Northwest line of said 1.314 acre tract, the following two (2) courses and distances:

1) **South 46°26'21" West,** a distance of **42.79** feet to a 1/2-inch rebar found with aluminum cap stamped "CITY OF GEORGETOWN"; and

2) Along a curve to the **Right**, having a radius of **393.66** feet, an arc length of **369.95** feet, a delta angle of **53°50'43"**, and a chord which bears **South 73°09'51" West,** a distance of **356.49** feet to a 1/2-inch rebar found with aluminum cap stamped "CITY OF GEORGETOWN" for the West corner of said 1.314 acre tract, and the common North line of said Lot 1;

THENCE **North 80°10'52" West**, with the existing South Right-of-Way line of said Cedar Breaks Road, and the common North line of said Lot 1, a distance of **340.10** feet to the **POINT OF BEGINNING** and containing 2.098 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on September 29, 2025.

2-9-2026

Ethan Scott Hopkin
Registered Professional Land Surveyor
State of Texas No. 7048



Job Number: 25-038
Attachments: K:\!2025\25038 - CoGT ROW Annexation\CAD\DWGs\25038_CoGT_ROW Annexation_Cedar Breaks_Exhibit.dwg

EXHIBIT C

CITY OF GEORGETOWN
ANNEXATION SERVICE PLAN
AREA: CEDAR BREAKS DRIVE
COUNCIL DISTRICT: NO. 2
DATE: APRIL 14, 2026

I. INTRODUCTION

This Service Plan (the "Plan") is made by the City of Georgetown, Texas ("City") pursuant to Sections 43.056(b)-(o) and 43.065 of the Texas Local Government Code ("LGC"). This Plan relates to the annexation into the City of the land shown on Exhibit "A" to this Service Plan, which is referred to as "the Cedar Breaks Right of Way". The provisions of this Plan were made available for public inspection and explained to the public at the two public hearings held by the City on March 10, 2026 and March 24, 2026 in accordance with Section 43.063 of the LGC.

II. TERM OF SERVICE PLAN

Pursuant to Section 43.056(l) of the LGC, this Plan shall be in effect for a ten-year period commencing on the effective date of the ordinance approving the annexation. Renewal of the Plan shall be at the discretion of the City Council and must be accomplished by Ordinance.

III. INTENT

It is the intent of the City to provide municipal services in accordance with the timetables required by the LGC. The City reserves the rights guaranteed to it by the LGC to amend this Plan if the City Council determines that changed conditions, subsequent occurrences, or any other legally sufficient circumstances exist under the LGC or other Texas laws that make this Plan unworkable, obsolete, or unlawful.

IV. CATEGORIZATION OF MUNICIPAL SERVICES

The municipal services described herein are categorized by those services which are (1) available to the annexed area immediately upon annexation; (2) those services which will be available to the annexed area within 2½ years from the effective date of the annexation; and (3) those services for which capital improvements are needed and which will be available within 4½ years from the effective date of the annexation based upon a schedule for construction of such improvements as set forth herein.

For the purposes of this Plan, "provision of services" includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract, in whole or in part, and may include duties on the part of a private landowner with regard to such services.

In addition, in accordance with Section 43.056(g) of the LGC, if before annexation the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the same being provided by the City to other areas within the City limits, this Plan shall be construed to

allow for the provision to the annexed area of a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected in the annexed area.

V. SERVICES TO BE PROVIDED UPON ANNEXATION

1. **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.

2. **Police** – The City's Police Department will provide protection and law enforcement services.

3. **Planning and Development, Building Permits, and Inspections Services** - 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.

4. **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.

5. **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.

6. **Library** – Upon annexation, library privileges will be available to anyone residing in the annexed area.

7. **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.

8. **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.

9. **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.

10. **Solid Waste Services** – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

11. **Code Compliance** – The City's Code Department will provide education, enforcement, and abatement relating to code violations within the Property.

12. **Animal Control Services** – Upon annexation, the City shall provide animal control services in the annexed area.

13. **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.

14. **Health and Safety Regulations** – The provisions of the City Code of Ordinances relating to health and safety regulations (including but not limited to Fire Prevention Code; Fireworks; Food Sanitation; Noise Control; Nuisances; Junked Motor Vehicles; and Smoking in Public Places) shall apply in the annexed area.

15. **Regulations Pertaining to Peace, Morals and Welfare** -- The provisions of the City Code of Ordinances relating to peace, morals and welfare (including but not limited to Housing Discrimination; Weapons; and Enforcement of Other Miscellaneous Violations) shall apply in the annexed area.

VI. SERVICES TO BE PROVIDED WITHIN 4½ YEARS OF ANNEXATION; CAPITAL IMPROVEMENTS PROGRAM

1. **In General –** The City will initiate the construction of capital improvements necessary for providing municipal services for the annexation area as necessary for services that are provided directly by the City.

2. **Water and Wastewater Services–** Water and wastewater services are only provided to occupied lots that have been legally subdivided and platted or are otherwise a legal lot, and that are located within the boundaries of the City's authorized service areas. Further, existing residences in the annexed area that were served by a functioning onsite sewer system (septic system) shall continue to use such private system for wastewater services in conformance with the City Code of Ordinances. Existing non-residential establishments in the annexed area may continue to use an onsite sewer system (septic system) for sewage disposal in conformance with the City Code of Ordinances. Upon the Development of any property in the annexed area, the provisions of the UDC shall apply.

The City shall have no obligation to extend water or wastewater service to any part of the annexed area that is within the service area of another water or wastewater utility. For annexed areas located within the City's authorized service areas, the City shall, subject to the terms and conditions of this Plan, extend water and wastewater service in accordance with the service extension ordinances, policies, and standards that are summarized in Section X of this Plan, which may require that the property owner or developer of a newly developed tract install water and wastewater lines. The extension of water and wastewater services will be provided in accordance with the policies summarized in Section X of this Plan and with any applicable construction and design standards manuals adopted by the City.

3. **Water and Wastewater Capital Improvements Schedule –** Because of the time required to design and construct the necessary water and wastewater facilities to serve the annexed area, certain services cannot be reasonably provided within 2½ years of the effective date of annexation. Therefore, the City shall implement a program, which will be initiated after the effective date of the annexation and include the acquisition or construction of capital improvements necessary for providing water and wastewater services to the area. The following schedule for improvements is proposed: construction will commence within 2 ½ years from the effective date of annexation and will be substantially complete within 4 ½ years from the effective date of annexation. However, the provisions of Section VII of this Plan shall apply to the schedule for completion of all capital improvements. In addition, the acquisition or construction of the improvements shall be accomplished by purchase, lease, or other contract or by the City succeeding to the powers, duties, assets, and obligations of a conservation and reclamation district as authorized or required by law.

4. **Roads and Streets –** No road or street related capital improvements are necessary at this time. Future extension of roads or streets and installation of traffic control devices will be governed by the City's Comprehensive Plan, the City's Overall Transportation Plan, the City's Capital Improvements Plan; the City's regular or non-impact fee Capital Improvements Program, and any applicable City ordinances, policies, and procedures, which may require that the property owner or developer install roads and streets at the property owner's or developer's expense. It is anticipated that the developer of new subdivisions in the area will install street lighting in accordance with the City's standard policies and procedures. Provision of street lighting will be in accordance with the City's street lighting policies.

5. **Capital Improvements for Other Municipal Services** – No capital improvements are necessary at this time to provide municipal Police; Fire Protection; Emergency Medical Services; Solid Waste Collection; Public Parks, Playgrounds, or Swimming Pools; Public Buildings or Facilities; or Library Services. The annexed area will be included in the City's future planning for new or expanded capital improvements and evaluated on the same basis and in accordance with the same standards as similarly situated areas of the City.

VII. FORCE MAJEURE AND SCHEDULE EXTENSIONS

1. Certain events, described as Force Majeure Events in this Plan, are those over which the City has no control. Force Majeure Events shall include, but not be limited to, acts of God; terrorism or acts of a public enemy; war; blockages; riots; strikes; epidemics; forces of nature including landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes; arrest and restraint of government; explosions; collisions, and all other inabilities of the City, whether similar to those enumerated or otherwise, which are not within the control of the City. Any deadlines or other provisions of this Plan that are affected by a Force Majeure Event shall be automatically extended to account for delays caused by such Force Majeure Event.

2. In accordance with Section 43.056(e) of the LGC, this Plan and the schedules for capital improvements necessary to provide full municipal services to the annexed area may be amended by the City to extend the period for construction if the construction is proceeding with all deliberate speed. The construction of the improvements shall be accomplished in a continuous process and shall be completed as soon as reasonably possible, consistent with generally accepted local engineering and architectural standards and practices. However, the City does not violate this Plan if the construction process is interrupted for any reason by circumstances beyond the direct control of the City.

VIII. AMENDMENTS

Pursuant to the provisions of Section 43.056(k) of the LGC, on approval by the City Council, the Plan is a contractual obligation that is not subject to amendment or repeal except as provided by state law. Section 43.056(k) of the LGC provides that if the City Council determines, after public hearings, that changed conditions or subsequent occurrences make the Plan unworkable or obsolete, the City Council may amend the Plan to conform to the changed conditions or subsequent occurrences. An amended Plan must provide for services that are comparable to or better than those established in the Plan before amendment. Before any Plan amendments are adopted, the City Council must provide an opportunity for interested persons to be heard at public hearings called and held in the manner provided by Section 43.063 of the LGC.

IX. FEES

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.

X. WATER AND WASTEWATER SERVICE EXTENSION POLICIES

The policies and regulations related to water and wastewater utility extensions that are included in the City Code of Ordinances, the Unified Development Code, the City's Construction and Specifications Manual, Drainage Manual, and other published policies and technical manuals, as the same may be amended from time to time, shall control the extension of water and wastewater services to the annexed area.

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
First Reading - Amending the FY2026 Annual Budget for Mid-Year Obligations

SUGGESTED ACTION:
First Reading of an Ordinance amending the FY2026 Annual Budget for Mid-Year obligations that were not known at the time the budget was adopted -- Randi Cormack, Budget Manager

ITEM SUMMARY:
Each year the City brings forward a mid-year budget amendment. The Charter and State Law allow the budget to be amended for other municipal purposes that were not foreseen at the time the original budget was adopted. The total amendment decreases expense appropriation by $553 thousand and revenue by $7.3 million.

The attached Exhibit-A shows a summary income statement for each affected fund before with a proposed amendment.

In the General Fund, this amendment lowers franchise and PILOT revenue from the electric utility to better align with current projections from electric retail sales revenue and consumption. In addition, this amendment will recognize revenue transferred in from the animal services SRF and appropriate developer contributions from the Master Development Fee Reserve. The funding for the animal services SRF will be used to offset the contribution to the City's portion of the regional animal shelter. The master development fee revenue will be used for costs associated with the widening of Ronald Reagan BLVD between Williams Drive and SH195.

Per the Fiscal and Budgetary Policy, the General Fund will transfer $1.5M to Council Discretionary. This transfer reflects the amount of revenue surplus or expense savings from the prior fiscal year after replenishing contingency, revenue stability reserve, and one-time uses in FY2026.

Several Capital Projects have experienced price escalation or a change in timing or scope. This amendment provides $2.5 million in funding for remodeling of the visitor center, which will be funded from tourism, as well as $639 thousand in funding for various transportation projects.

The Information Technology fund is seeing an escalated scope for the CSC datacenter, and this amendment seeks to appropriate an additional $2.2 million in funding for the first year of that project.

Finally, this amendment addresses a slower ramp up of large load customers in electric which reduces their purchase power costs and their sales revenue.

This amendment captures other miscellaneous items that were not known at the adoption of the FY2026 Budget.

The following funds are amended: General, Capital Projects, Tourism, Council Discretionary, Library,

Police Federal Seizures & Forfeitures, Police Forfeitures, Animal Services, Preserve at Water Oak PID, GTEC, Fleet Services, Joint Services, Information Technology, Self Insurance, Airport Operations, Electric, and Water.

FINANCIAL IMPACT:
The proposed budget amendment would decrease appropriation by $553 thousand.

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
FY2026 MYBA Narrative.pdf
Exhibit A - Fund Schedules.pdf
Exhibit B - Position Control.pdf
Exhibit C - Revenue and Expense Detail.pdf
FY2026 MYBA Ordinance.pdf

FY2026: Mid-Year Budget Amendment

Each year, the city amends the budget for multi-year capital projects, as well as operational changes that were unknown at the time the budget was adopted. Additionally, a reconciliation of the position control model was done to ensure that all positions are reflected accurately in their cost centers. There was no financial impact of this reconciliation.

General Capital Project Fund:

This amendment contains impact to capital projects due to price escalation, change in scope and design and new projects. Total amendment to the General Capital Project Fund totals $3,921,113 in expense and recognizing $3,573,703 in additional revenue, predominately from interfund transfers.

Reducing Berry Creek grant revenue and expenses - $1,000,000
Visitor Center Renovation - $2,513,000
San Gabriel Low Water Crossing - $741,323
Ridgeline - $200,000 (CO Bond interest)
Bluffview Trails - $147,410 (CO Bond interest)
Shell Road Study for Sycamore to SH195 - $39,890 (TIA fees)
Berry Creek Highlands/SH195 Traffic Signal - $400,000 (Developer Contributions)

The city received insurance payments for the 2025 flooding damage to the **San Gabriel Low water crossing**. The insurance proceeds will be used as revenue and appropriate the funds to the project. The City will look to reallocate the previously committed 2025 bonds to eligible other park projects.

The City is moving forward with a **renovation** of the existing **Visitors Center** to address long-standing facility and infrastructure needs while enhancing the overall visitor experience. Improvements to the facility were first identified in the 2019 Tourism Strategic Plan, and while several options were explored, renovating the current space has proven to be the most efficient and effective solution based on cost, operations, and community impact. Recent deterioration in building conditions has made these updates more urgent, requiring temporary closure and relocation of staff to prevent more significant and costly issues.

This project presents an important opportunity to modernize the space, improve accessibility and safety, and better serve visitors through updated layouts, enhanced retail areas, additional restrooms, and improved technology. The renovation also supports the goals of the Downtown Master Plan and ensures the Visitors Center remains a functional, welcoming, and sustainable asset for years to come. Total cost of the renovation is $2.5 million, which is a transfer of available capital reserve balance in the Tourism Fund.

General Fund:

This amendment recognizes several revenue sources paid to the general fund from the Electric Utility coming in under budget due to slower than anticipated ramp ups of very large commercial & industrial customers. The **franchise fees** are estimated to come in **$242 thousand** under budget and the payment in lieu of taxes, or **PILOT**, is estimated to be **$587 thousand** under budget. The offsetting expenses and revenue are recognized later in this report under the electric fund section. To offset the impact on the general fund, staff are proposing to utilize the revenue stability reserve, funded at 8% of General Fund operating expenses, or $7.1M. Per the City's Fiscal and Budgetary Policy, the revenue stability reserve is

designated to temporarily offset a decline, or projections under budget of actuals, in any General Fund revenue source.

The City is liquidating the **Animal Services** special revenue fund due to the closing of the animal shelter. The remaining balance of **$413 thousand** will be transferred to the general fund and recognized as a revenue. It will be used to offset the cost the City pays annually to the Williamson County Regional Animal Shelter.

Included in this amendment is **$740 thousand** increase in appropriations for the widening Ronald Reagan Blvd between Williams Drive and SH195. Design is currently being finalized, and construction is expected to start in late FY2026. The scope of the project includes a new bridge over Berry Creek, immediately to the east of Sun City Blvd. These funds are being proposed to offset the cost of a city requested widening of that bridge to accommodate a full westbound right turn/deceleration lane at Northbound Sun City Blvd which is an arterial roadway on the city's Future Mobility Plan. While this Northbound Sun City Blvd extension does not currently exist, a development agreement for property to the north that would construct and necessitate this right turn lane is actively being negotiated. Ultimately, these funds will be reimbursed to the city as part of the first MUD debt issuance associated with the proposed development. Staff are proposing to use master development fees reserve to pay for the expense.

This amendment includes an increased appropriation of **$136 thousand** for the **rideGTX** public transportation program to address usage and program adjustments. Ridership continues to increase, with the average monthly service cost currently estimated at approximately $36,000 ($288,000 for February-September). In addition, increased ridership associated with the Two-Step event (two days) and the Red Poppy Festival (three days) is projected to result in an additional $25,000 in service costs.

City staff are recommending an increase in appropriation of **$16 thousand** for a **replacement display cooler** for the library café since the current one is repaired frequently to maintain adequate temperature levels for food safety.

Finally in the General Fund, according to the City's Fiscal and Budgetary Policy, staff is recommending **transferring $1.5 million** to the Council Discretionary fund. This transfer represents the amount of revenue surplus or expense savings from the prior fiscal year after replenishing FY2026 contingency needs, accounting for the revenue stability reserve, and other eligible one-time expenses programmed into the FY2026 budget.

SPECIAL REVENUE FUNDS:

Tourism
The **visitor center renovations** in the general capital projects will be funded by a transfer from the Tourism fund. This is to increase appropriations for the tourism fund by **$2.5 million.**

Council Discretionary
This amendment recognizes a **$1.5 million** transfer from the General Fund. These dollars can be used for eligible one-time expenses per City Council direction.

Police Federal Seizures & Forfeitures Fund
- Increased appropriations of $152,987 eligible to spend on one-time police equipment.

Police Forfeitures – State & Local

- Increased appropriations of $986 eligible to spend on one-time police equipment.

Animal Services

Due to the closing of the Animal Shelter, the city will transfer the remaining fund balance to the general fund to close this special revenue fund. The remaining balance of **$413 thousand** will be recognized as revenue in the general fund and be used for the FY2026 annual contribution to WCRAS.

Preserve at Water Oak PID

- Increased revenue of $389,243
- Increased expense of $60,000 PID administration fees.

LIBRARY FUND:

The Library donations revenue this year might fall short of anticipated expense needs and so they are asking for **$64 thousand** in reserved funds to be appropriated to cover any shortfalls.

GEORGETOWN TRANSPORTATION ENHANCEMENT CORPORATION (GTEC) FUND:

This amendment is to reduce the budget and expense from the 2026 COs in the amount of $7.5 million for **Wolf Ranch Parkway.** This is due to the fact that we have $22 million already budgeted and available and we are not ready for construction. Furthermore, the city needs more information on pricing before we issue additional debt. This will reduce the revenues by **$7.5 million** and reduce the expenses by **$7.5 million** (the cost of the project and the cost of the debt issuance).

INTERNAL SERVICE FUNDS:

Information Technology Fund

Due to the location change of the **customer service center**, the IT infrastructure required was greater than initially planned and not included in the project cost. This amendment is to increase appropriation by an additional **$2.3 million** in appropriation. The expense will come from liquidating part of the capital reserve in the IT Fund. This amount covers the eligible one-time cost for the project and the capital reserve remains in compliance with the Fiscal and Budgetary Policy.

In the Spring of 2026, the city will likely select a new benefits provider, and they will need **integration with Workday** software, the city's ERP. This will likely require a third part completion and so this request is for an increase in expenses of **$70 thousand.**

Finally, there is an amendment for **$46 thousand** for an overhire of a critical **IT manager** position that has announced his tentative retirement in the Summer of 2026. This position overseas many of the complex software integrations with workday and this overhire would allow the new manager the benefit of learning from the current manager before they retire.

Fleet Services Fund

Through the FY2026 budget process, Fleet proposed repurposing an underutilized replacement vehicle for the approved Wireless Communications Program Manager. Upon further assessment of the vehicle, it was found to have issues and be more cost effective to replace it vs. repair it. The expense to purchase the vehicle was not appropriated through the

FY2026 budget development. This amendment proposes an increase of $42 thousand from fleet fund balance.

Joint Services Fund
The joint service fund will increase appropriations in **finance administration** for a merchant services request for proposal in the amount of **$8.5 thousand** and in the **citywide human resources** for an increase in property and casualty insurance cost in the amount of **$120 thousand.**

Self Insurance Fund
An increase of **$50 thousand** in the self-insurance fund is for an additional provider for **mental health for first responders** and emergency communications employees. The city is working with Insight Counseling Services to provide this additional coverage.

ENTERPRISE FUNDS:

AIRPORT:
This budget amendment includes a reduction in the amount of bond proceeds needed for the **air traffic control tower**. A decrease in **$70 thousand** will be reflected in the bond proceeds and in the non-operating expenses.

Additionally, the airport is **purchasing land** for $2.5 million with a TxDOT grant. The TxDOT grant will cover about 92% of the purchase price with the city having to pay **$177 thousand** so this amendment will increase appropriations to cover that.

ELECTRIC:
The Electric Fund is requesting a full-time position, **SCADA System Analyst,** with an anticipated start date of June 1st. The Electric SCADA group currently has one employee who must maintain the existing SCADA system, complete needed capacity improvements, and support the implementation of new the SCADA and DMS software. Adding an additional support staff position is necessary to help with project testing, coordination, and troubleshooting while keeping daily operations covered. The new full-time employee prorated salary, benefits, and operational needs including a vehicle total of **$155 thousand**.

Included in the amendment for electric is the adjustment for purchase power, REC revenue, sales revenue and franchise fees.

Staff are recommending a reduction in **purchase power expenses** totaling **$6.3 million**. MWH purchases forecasted throughout the year are trending 82,000 MWH less than budget largely due to the very large customers not increasing production as projected. This amendment also recognizes the reduction of electric retail sales revenue related to the forecasted MWHs. Staff are proposing a **reduction to electric retail sales revenue** totaling **$4.8 million.** This reduction in revenue has an impact on the amount appropriated for **Payment in Lieu of Taxes (PILOT)** and **Franchise Fees** expenses, reducing the appropriation by **$587 thousand** and **$242 thousand** respectively.

Renewable energy credit prices have fallen significantly over the past year, resulting in a decline in renewable energy credit revenue. To address the decline, this amendment reduces renewable energy credit revenue by **$326 thousand**.

This amendment appropriates **$16 thousand** for a **Motorola service agreement** that resides in the newly created electric control center.

The electric fund is projected to meet all reserve requirements.

WATER:

The **Dove Springs Package Plant** lease will provide temporary capacity while other basins are taken offline for drainage and rehabilitation. This amendment appropriates **$1.5 million** for the lease. This amount was originally approved in FY2025 but was not included in the roll forward and fell to fund balance.

In FY2022 the Engineer was reclassified to Project Manager for the groundwater project. This amendment is to add the position back to Water (+1) on position control. There is no financial impact in FY2026. The budget will be added in FY2027.

POSITION CONTROL:

Finance worked with Human Resources to restate position control. The total number of authorized positions is accurately reflected in Exhibit B – Position Control. There is no financial impact associated with the change in the position control schedule.

General Fund	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**38,522,544**	**(1,047,134)**	**37,475,410**
Revenue			
40001:Property Taxes	23,370,763	-	23,370,763
40002:Sales Taxes	32,774,595	-	32,774,595
40005:Franchise Taxes	10,711,049	(242,474)	10,468,575
40008:Other Taxes	750,000	-	750,000
41001:Fines	638,575	-	638,575
42001:Interest Income	1,782,000	-	1,782,000
43001:Fees	12,554,266	-	12,554,266
43003:Permits	4,825,000	-	4,825,000
43004:Administrative Charges	3,860,492	-	3,860,492
43005:Rental Revenue	58,846	-	58,846
44001:Grant Revenue	-	-	-
44502:Developer Contributions	-	400,000	400,000
44503:Interlocal Agreement Revenue	7,833,534	-	7,833,534
44504:Donations	-	-	-
44505:Sponsorship	3,000	-	3,000
45001:Misc Revenue	413,371	-	413,371
45002:Insurance Proceeds	-	-	-
45003:Misc Reimbursements	6,180	-	6,180
45004:Sale of Property	-	-	-
70001:Transfers In	1,053,282	413,302	1,466,584
70002: Payment in Lieu of Taxes	19,840,639	(586,966)	19,253,673
Revenue Total	**120,475,592**	**(16,138)**	**120,459,454**
Expense			
CC0001 Non-Departmental	2,590,000	1,914,365	4,504,365
CC0104 Development Administration	410,435	-	410,435
CC0105 Development Engineering	1,717,497	-	1,717,497
CC0107 Planning	3,117,752	-	3,117,752
CC0202 Parks Administration	1,942,992	-	1,942,992
CC0210 Library	4,165,054	16,000	4,181,054
CC0211 Parks	3,786,693	-	3,786,693
CC0212 Recreation	5,015,792	-	5,015,792
CC0213 Tennis Center	596,933	-	596,933
CC0215 Garey Park	1,527,922	-	1,527,922
CC0218 Downtown, Arts, & Events	805,268	-	805,268
CC0311 311 Call Center	1,159,392	-	1,159,392
CC0316 Municipal Court	757,318	-	757,318
CC0402 Fire Support Services/Administration	8,175,605	-	8,175,605
CC0422 Fire Emergency Services	24,906,269	-	24,906,269
CC0448 EMS	4,409,394	-	4,409,394
CC0536 Inspection Services	2,889,780	-	2,889,780
CC0602 Administrative Services	2,740,113	-	2,740,113
CC0605 Emergency Management	561,706	-	561,706
CC0634 City Council Services	276,929	-	276,929
CC0635 City Secretary Services	1,876,024	-	1,876,024
CC0638 General Government Contracts	9,461,598	740,339	10,201,937
CC0655 Communications/Public Engagement	1,612,110	-	1,612,110
CC0702 Police Administration	3,138,690	-	3,138,690
CC0742 Police Operations	26,827,717	-	26,827,717
CC0744 Animal Services	619,040	-	619,040
CC0745 Code Compliance	844,956	-	844,956
CC0802 Public Works	795,734	-	795,734
CC0846 Streets	5,245,714	-	5,245,714
CC0847 Transportation Planning	1,590,401	136,000	1,726,401
Expense Total	**123,564,828**	**2,806,704**	**126,371,532**
Ending Fund Balance	**35,433,307**	**(3,869,976)**	**31,563,331**
Reserves			
MDF Reserve	1,489,158	(740,333)	748,825
Benefit Payout Reserve	340,000	-	340,000
Contingency Reserve	22,088,107	-	22,088,107
Revenue Stability Reserve	7,166,364	(829,440)	6,336,924
Reserves Total	**31,083,629**	**(1,569,773)**	**29,513,856**
Available Fund Balance	**4,349,678**	**(2,300,203)**	**2,049,475**

Capital Project	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**219,415,182**	**(1,717,342)**	**217,697,840**
Revenue			
41602:Impact Fees	-	-	-
42001:Interest Income	7,034,600	-	7,034,600
43001:Fees	4,485,361	39,380	4,524,741
44001:Grant Revenue	35,435,267	(1,000,000)	34,435,267
45001:Misc Revenue	-	-	-
45002:Insurance Proceeds	-	741,323	741,323
45003:Misc Reimbursements	-	-	-
46001:Bond Proceeds	90,353,500	-	90,353,500
46002:Bond Premium	-	-	-
70001:Transfers In	2,500,000	3,793,000	6,293,000
Revenue Total	**139,808,727**	**3,573,703**	**143,382,430**
Expense			
CC0001 Non-Departmental	10,512,549	-	10,512,549
CC0211 Parks	12,036,739	(111,267)	11,925,472
CC0302 Finance Administration	31,426	-	31,426
CC0319 Facilities	89,149,721	3,393,000	92,542,721
CC0402 Fire Support Services/Administration	160,134	-	160,134
CC0526 Systems Engineering	178,892,380	639,380	179,531,760
CC0602 Administrative Services	1,759,862	-	1,759,862
CC0802 Public Works	42,939,457	-	42,939,457
CC0846 Streets	2,500,000	-	2,500,000
CC0847 Transportation Planning	-	-	-
Expense Total	**337,982,267**	**3,921,113**	**341,903,380**
Ending Fund Balance	**21,241,642**	**(2,064,752)**	**19,176,890**
Reserves			
TIF Reserve	947,244	-	947,244
TIA Reserve	1,000,000		1,000,000
Interest Reserve	6,000,000	(347,410)	5,652,590
Reserves Total	**7,947,244**	**(347,410)**	**7,599,834**
Available Fund Balance	**13,294,398**	**(1,717,342)**	**11,577,056**

Tourism	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**3,877,330**	**-**	**3,877,330**
Revenue			
40008:Other Taxes	2,100,000	-	2,100,000
42001:Interest Income	128,700	-	128,700
43001:Fees	-	-	-
44505:Sponsorship	100,000	-	100,000
45001:Misc Revenue	135,000	-	135,000
45003:Misc Reimbursements	61,189	-	61,189
Revenue Total	**2,524,889**	**-**	**2,524,889**
Expense			
CC0001 Non-Departmental	222,657	2,513,000	2,735,657
CC0208 CVB	2,090,406	-	2,090,406
CC0218 Downtown, Arts, & Events	47,250	-	47,250
CC0254 Poppy Festival	292,000	-	292,000
Expense Total	**2,652,313**	**2,513,000**	**5,165,313**
Ending Fund Balance	**3,749,906**	**(2,513,000)**	**1,236,906**
Reserves			
Contingency	490,767	-	490,767
Capital Reserve	2,614,452	(1,900,000)	714,452
Reserves Total	**3,105,219**	**(1,900,000)**	**1,205,219**
Available Fund Balance	**644,687**	**(613,000)**	**31,687**

Council Discretionary	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**2,883,275**	**(83,189)**	**2,800,086**
Revenue			
42001:Interest Income	198,000	-	198,000
70001:Transfers In	-	1,514,365	1,514,365
Revenue Total	**198,000**	**1,514,365**	**1,712,365**
Expense			
CC0001 Non-Departmental	700,000	-	700,000
Expense Total	**700,000**	**-**	**700,000**
Ending Fund Balance	**2,381,275**	**1,431,176**	**3,812,451**
Reserves			
Contingency	-	-	-
Capital Reserve	-	-	-
Reserves Total	**-**	**-**	**-**
Available Fund Balance	**2,381,275**	**1,431,176**	**3,812,451**

Streetlight Fund	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**79,995**	**-**	**79,995**
Revenue			
42001:Interest Income	11,000	-	11,000
43001:Fees	1,302,659	-	1,302,659
45001:Misc Revenue	(6,000)	-	(6,000)
Revenue Total	**1,307,659**	**-**	**1,307,659**
Expense			
CC0001 Non-Departmental	-	-	-
CC0517 Streetlight Administration	1,213,640	-	1,213,640
Expense Total	**1,213,640**	**-**	**1,213,640**
Ending Fund Balance	**174,014**	**-**	**174,014**
Reserves			
Reserves Total	**-**	**-**	**-**
Available Fund Balance	**174,014**	**-**	**174,014**

Library	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**100,273**	**-**	**100,273**
Revenue			
42001:Interest Income	3,500	-	3,500
43001:Fees	-	-	-
44001:Grant Revenue	-	-	-
44504:Donations	106,000	-	106,000
Revenue Total	**109,500**	**-**	**109,500**
Expense			
CC0210 Library	145,152	64,000	209,152
Expense Total	**145,152**	**64,000**	**209,152**
Ending Fund Balance	**64,621**	**(64,000)**	**621**
Reserves			
Reserves Total	**-**	**-**	**-**
Available Fund Balance	**64,621**	**(64,000)**	**621**

268 Police Federal Seizures & Forfeitures	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**74,737**	**107,953**	**182,690**
Revenue			
42001:Interest Income	297	-	297
44002:Federal Forfeitures	-	-	-
Revenue Total	**297**	**-**	**297**
Expense			
CC0702 Police Administration	30,000	152,987	182,987
Expense Total	**30,000**	**152,987**	**182,987**
Ending Fund Balance	**45,034**	**(45,034)**	**-**
Reserves			
Reserves Total	**-**	**-**	**-**
Available Fund Balance	**45,034**	**(45,034)**	**-**

269 Police Forfeitures - State & Local	FY2026 Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**10,788**	**(2)**	**10,786**
Revenue			
42001:Interest Income	200	-	200
Revenue Total	**200**	**-**	**200**
Expense			
CC0742 Police Operations	10,000	986	10,986
Expense Total	**10,000**	**986**	**10,986**
Ending Fund Balance	**988**	**(988)**	**-**
Reserves			
Reserves Total	**-**	**-**	**-**
Available Fund Balance	**988**	**(988)**	**-**

Animal Services	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**358,742**	**54,560**	**413,302**
Revenue			
42001:Interest Income	-	-	-
43001:Fees	-	-	-
44504:Donations	-	-	-
Revenue Total	**-**	**-**	**-**
Expense			
CC0744 Animal Services	-	413,302	413,302
Expense Total	**-**	**413,302**	**413,302**
Ending Fund Balance	**358,742**	**(358,742)**	**-**
Reserves			
Reserves Total	**-**	**-**	**-**
Available Fund Balance	**358,742**	**(358,742)**	**-**

Preserve at Water Oak PID	FY2026 Current Budget	MYBA	Amended Budget
Beginning Fund Balance	-	-	-
Revenue			
40001:Property Taxes	-	389,243	389,243
44502:Developer Contributions	-	-	-
Revenue Total	-	**389,243**	**389,243**
Expense			
CC0601 PID Administration	-	60,000	60,000
Expense Total	-	**60,000**	**60,000**
Ending Fund Balance	-	**329,243**	**329,243**
Reserves			
Reserves Total	-	-	-
Available Fund Balance	-	**329,243**	**329,243**

GTEC	FY2026 Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**101,866,290**	**(45,116)**	**101,821,174**
Operating Revenue			
40002:Sales Taxes	14,566,542	-	14,566,542
42001:Interest Income	1,684,000	-	1,684,000
Operating Revenue Total	**16,250,542**	**-**	**16,250,542**
Operating Expense			
CC0001 Non-Departmental	-	-	-
CC0500 GTEC	642,931	-	642,931
Operating Expense Total	**642,931**	**-**	**642,931**
Non-Operating Revenue			
44001:Grant Revenue	2,880,238	-	2,880,238
45003:Misc Reimbursements	110,000	-	110,000
46001:Bond Proceeds	7,500,000	(7,500,000)	-
46002:Bond Premium	-	-	-
Non-Operating Revenue Total	**10,490,238**	**(7,500,000)**	**2,990,238**
Non-Operating Expense			
CC0001 Non-Departmental	7,455,388	(75,000)	7,380,388
CC0500 GTEC	72,512,894	(7,500,000)	65,012,894
Non-Operating Expense Total	**79,968,282**	**(7,575,000)**	**72,393,282**
Ending Fund Balance	**47,995,857**	**29,884**	**48,025,741**
Reserves			
Contingency Reserve	3,641,635		3,641,635
Debt Service Reserve	7,276,535		7,276,535
Reserves Total	**10,918,170**	**-**	**10,918,170**
Available Fund Balance	**37,077,687**	**29,884**	**37,107,571**

Fleet Services Fund	FY2026 Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**11,076,831**	**(396,861)**	**10,679,970**
Revenue			
42001:Interest Income	811,800	-	811,800
43004:Administrative Charges	5,655,304	-	5,655,304
45001:Misc Revenue	-	-	-
45002:Insurance Proceeds	200,000	-	200,000
45003:Misc Reimbursements	-	-	-
45004:Sale of Property	-	-	-
70001:Transfers In	6,742,000	-	6,742,000
Revenue Total	**13,409,104**	**-**	**13,409,104**
Expense			
CC0320 Fleet	19,946,076	42,000	19,988,076
Expense Total	**19,946,076**	**42,000**	**19,988,076**
Ending Fund Balance	**4,539,859**	**(438,861)**	**4,100,998**
Reserves			
WC Adjustment	-	-	-
Capital Reserve	3,670,313	(438,861)	3,231,452
Contingency Reserve	869,546	-	869,546
Reserves Total	**4,539,859**	**(438,861)**	**4,100,998**
Available Fund Balance	**(0)**	**0**	**0**

Joint Services	FY2026 Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**10,054,523**	**2,272**	**10,056,795**
Revenue			
41002:Penalties	60,000	-	60,000
42001:Interest Income	247,500	-	247,500
43001:Fees	60,000	-	60,000
43003:Permits	-	-	-
43004:Administrative Charges	29,400,889	-	29,400,889
45001:Misc Revenue	100	-	100
45002:Insurance Proceeds	75,000	-	75,000
45003:Misc Reimbursements	150,000	-	150,000
Revenue Total	**29,993,489**	**-**	**29,993,489**
Expense			
CC0001 Non-Departmental	3,074,433	-	3,074,433
CC0302 Finance Administration	2,350,476	8,500	2,358,976
CC0315 Accounting	1,998,018	-	1,998,018
CC0317 Purchasing	993,129	-	993,129
CC0318 Warehouse Services	367,105	-	367,105
CC0321 Utility Customer Service	4,170,234	-	4,170,234
CC0322 Utility Customer Billing	6,170,806	-	6,170,806
CC0503 Organizational and Operational Excellence	1,010,890	-	1,010,890
CC0526 Systems Engineering	3,965,954	-	3,965,954
CC0534 Conservation	1,040	-	1,040
CC0556 Shared Control Center	1,023,929	-	1,023,929
CC0635 City Secretary Services	-	-	-
CC0637 Economic Development	752,418	-	752,418
CC0639 Human Resources	2,070,566	-	2,070,566
CC0640 Citywide Human Resources	2,046,860	120,000	2,166,860
CC0654 Legal	1,861,195	-	1,861,195
CC0658 Real Estate Services	656,248	-	656,248
Expense Total	**32,513,301**	**128,500**	**32,641,801**
Ending Fund Balance	**7,534,711**	**(126,228)**	**7,408,483**
Reserves			
WC Adjustment	-	-	-
Contingency Reserve	5,899,534	-	5,899,534
Reserves Total	**5,899,534**	**-**	**5,899,534**
Available Fund Balance	**1,635,177**	**(126,228)**	**1,508,949**

Information Technology Fund	FY2026 Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**13,150,529**	**(34,352)**	**13,116,177**
Revenue			
42001:Interest Income	277,750	-	277,750
43004:Administrative Charges	18,390,645	-	18,390,645
45001:Misc Revenue	-	-	-
45002:Insurance Proceeds	-	-	-
45003:Misc Reimbursements	-	-	-
45004:Sale of Property	-	-	-
70001:Transfers In	1,273,449	-	1,273,449
Revenue Total	**19,941,844**	**-**	**19,941,844**
Expense			
CC0647 IT End User Support	1,097,957	-	1,097,957
CC0648 IT Fiber	491,564	-	491,564
CC0649 IT Applications	1,977,008	-	1,977,008
CC0650 IT Public Safety	843,424	-	843,424
CC0651 IT Infrastructure	2,413,737	2,174,464	4,588,201
CC0652 IT Management	11,374,233	115,680	11,489,913
Expense Total	**18,197,922**	**2,290,144**	**20,488,066**
Ending Fund Balance	**14,894,451**	**(2,324,496)**	**12,569,955**
Reserves			
WC Adjustment	-	-	-
Reserve for Capital	5,887,500		5,887,500
Contingency Reserve	4,007,288	-	4,007,288
Reserves Total	**9,894,788**	**-**	**9,894,788**
Available Fund Balance	**4,999,663**	**(2,324,496)**	**2,675,167**

Self Insurance Fund	FY2026 Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**8,441,980**	**(81,775)**	**8,360,205**
Operating Revenue			
42001:Interest Income	250,000	-	250,000
Operating Revenue Total	**250,000**	**-**	**250,000**
Operating Expense			
CC0001 Non-Departmental	-	-	-
CC0357 Self Insurance	15,899,018	50,000	15,949,018
Operating Expense Total	**15,899,018**	**50,000**	**15,949,018**
Non-Operating Revenue			
44501:Contribution Revenue	15,143,055	-	15,143,055
45001:Misc Revenue	300,000	-	300,000
45002:Insurance Proceeds	278,231	-	278,231
45003:Misc Reimbursements	182,411	-	182,411
Non-Operating Revenue Total	**15,903,697**	**-**	**15,903,697**
Non-Operating Expense			
Ending Fund Balance	**8,696,659**	**(131,775)**	**8,564,884**
Reserves			
WC Adjustment	-	-	-
Rate Stabilization	2,809,312	-	2,809,312
IBNR	1,478,585	-	1,478,585
Reserves Total	**4,287,897**	**-**	**4,287,897**
Available Fund Balance	**4,408,762**	**(131,775)**	**4,276,987**

Airport Operations	FY2026 Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**3,625,006**	**730,017**	**4,355,024**
Operating Revenue			
40001:Property Taxes	15,215	-	15,215
42001:Interest Income	157,600	-	157,600
43005:Rental Revenue	355,000	-	355,000
43606:Airport Charges	5,595,500	-	5,595,500
Operating Revenue Total	**6,123,315**	**-**	**6,123,315**
Operating Expense			
CC0636 Airport	6,327,591	177,424	6,505,015
Operating Expense Total	**6,327,591**	**177,424**	**6,505,015**
Non-Operating Revenue			
44001:Grant Revenue	130,000	-	130,000
45001:Misc Revenue	3,000	-	3,000
45002:Insurance Proceeds	-	-	-
46001:Bond Proceeds	680,000	(70,000)	610,000
46050:Proceeds from Lease	4,261	-	4,261
70001:Transfers In	-	-	-
Non-Operating Revenue Total	**817,261**	**(70,000)**	**747,261**
Non-Operating Expense			
CC0001 Non-Departmental	249,319	-	249,319
CC0636 Airport	2,726,401	(70,000)	2,656,401
Non-Operating Expense Total	**2,975,720**	**(70,000)**	**2,905,720**
Ending Fund Balance	**1,262,270**	**552,593**	**1,814,863**
Reserves			
WC Adjustment	-	-	-
Contingency Reserve	330,509	-	330,509
Debt Service Reserve	216,967	-	216,967
Reserves Total	**547,476**	**-**	**547,476**
Available Fund Balance	**714,794**	**552,593**	**1,267,387**

Electric Services	FY2026		
	Current Budget	MYBA	Amended Budget
Beginning Fund Balance	**84,700,245**	**5,024,702**	**89,724,947**
Operating Revenue			
40002:Sales Taxes	7,500	-	7,500
41002:Penalties	887,250	-	887,250
42001:Interest Income	3,428,250	-	3,428,250
43001:Fees	5,006,867	(326,112)	4,680,755
43003:Permits	646,713	-	646,713
43004:Administrative Charges	899,883	-	899,883
43601:Electric Charges	123,896,919	(4,815,458)	119,081,461
44502:Developer Contributions	21,607,256	-	21,607,256
Operating Revenue Total	**156,380,638**	**(5,141,570)**	**151,239,068**
Operating Expense			
CC0001 Non-Departmental	600,000	-	600,000
CC0516 Electric Operational Technology	1,081,869	51,826	1,133,695
CC0517 Streetlight Administration	-	-	-
CC0520 Customer Energy Solutions	1,056,059	-	1,056,059
CC0521 Operational Technology	1,205,802	-	1,205,802
CC0522 Electric Administration	11,777,119	(242,474)	11,534,645
CC0523 Electric Safety and Employee Development	377,984	-	377,984
CC0525 T&D Services	3,978,123	-	3,978,123
CC0534 Conservation	-	-	-
CC0537 Electric Resource Management	87,647,942	(6,266,961)	81,380,981
CC0555 Electric Systems Operations	910,033	16,285	926,318
CC0557 Electrical Engineering	1,845,999	-	1,845,999
Operating Expense Total	**110,480,930**	**(6,441,324)**	**104,039,606**
Non-Operating Revenue			
44001:Grant Revenue	-	-	-
45001:Misc Revenue	2,991	-	2,991
45004:Sale of Property	7,174	-	7,174
46001:Bond Proceeds	44,540,225	-	44,540,225
46002:Bond Premium	-	-	-
70001:Transfers In	-	-	-
Non-Operating Revenue Total	**44,550,390**	**-**	**44,550,390**
Non-Operating Expense			
CC0001 Non-Departmental	24,735,054	(586,966)	24,148,088
CC0516 Electric Operational Technology	12,659,511	-	12,659,511
CC0521 Operational Technology	4,825	-	4,825
CC0522 Electric Administration	512,020	-	512,020
CC0525 T&D Services	1,028,272	-	1,028,272
CC0537 Electric Resource Management	-	-	-
CC0555 Electric Systems Operations	4,100	-	4,100
CC0557 Electrical Engineering	71,866,138	-	71,866,138
Non-Operating Expense Total	**110,809,920**	**(586,966)**	**110,222,954**
Ending Fund Balance	**64,340,423**	**6,911,422**	**71,251,845**
Reserves			
WC Adjustment	-	-	-
Operating Contingency Reserve	6,349,393	12,957	6,362,349
Rate Stabilization Reserve	32,631,410	(5,481,410)	27,150,000
Non-Operating Reserve	12,060,411	-	12,060,411
Reserves Total	**51,041,214**	**(5,468,454)**	**45,572,760**
Available Fund Balance	**13,299,209**	**12,379,876**	**25,679,084**

Water Services	FY2026 Current Budget	FY2026 MYBA	FY2026 Amended Budget
Beginning Fund Balance	**465,504,706**	**4,155,340**	**469,660,046**
Operating Revenue			
41002:Penalties	850,000	-	850,000
41602:Impact Fees	34,730,106	-	34,730,106
42001:Interest Income	26,581,883	-	26,581,883
43001:Fees	6,502,911	-	6,502,911
43005:Rental Revenue	25,000	-	25,000
43602:Water Charges	100,231,801	-	100,231,801
43603:Wastewater Charges	38,172,490	-	38,172,490
43604:Irrigation Charges	1,121,315	-	1,121,315
44502:Developer Contributions	535,000	-	535,000
Operating Revenue Total	**208,750,506**	**-**	**208,750,506**
Operating Expense			
CC0001 Non-Departmental	625,000	-	625,000
CC0514 Water Operational Technology	1,945,139	-	1,945,139
CC0524 Metering Services	3,782,380	-	3,782,380
CC0526 Systems Engineering	-	-	-
CC0527 Water Services Administration	43,759,305	-	43,759,305
CC0528 Water Distribution	11,181,565	-	11,181,565
CC0529 Water Plant Management	9,682,282	-	9,682,282
CC0530 Wastewater Operations	5,498,253	-	5,498,253
CC0531 Wastewater Plant Management	8,983,755	1,500,000	10,483,755
CC0532 Irrigation Operations	589,171	-	589,171
CC0535 Water Conservation	2,483,321	-	2,483,321
CC0539 Regulatory Compliance	1,358,075	-	1,358,075
CC0553 Water Operations	99,451	-	99,451
CC0554 Water Control Center	2,200,980	-	2,200,980
Operating Expense Total	**92,188,678**	**1,500,000**	**93,688,678**
Non-Operating Revenue			
44001:Grant Revenue	10,000,000	-	10,000,000
45001:Misc Revenue	2,396,488	-	2,396,488
45002:Insurance Proceeds	-	-	-
45004:Sale of Property	-	-	-
46001:Bond Proceeds	450,544,407	-	450,544,407
46002:Bond Premium	-	-	-
70001:Transfers In	61,000,000	-	61,000,000
Non-Operating Revenue Total	**523,940,895**	**-**	**523,940,895**
Non-Operating Expense			
CC0001 Non-Departmental	14,863,636	-	14,863,636
CC0514 Water Operational Technology	144,100	-	144,100
CC0524 Metering Services	3,002,564	-	3,002,564
CC0526 Systems Engineering	784,149,290	-	784,149,290
CC0527 Water Services Administration	1,622,745	-	1,622,745
CC0528 Water Distribution	77,415,581	-	77,415,581
CC0529 Water Plant Management	-	-	-
CC0530 Wastewater Operations	24,696,236	-	24,696,236
CC0531 Wastewater Plant Management	155,200	-	155,200
CC0532 Irrigation Operations	43,305	-	43,305
CC0535 Water Conservation	97,300	-	97,300
CC0539 Regulatory Compliance	211,200	-	211,200
CC0553 Water Operations	20,867,561	-	20,867,561
CC0554 Water Control Center	24,600	-	24,600
Non-Operating Expense Total	**927,293,318**	**-**	**927,293,318**
Ending Fund Balance	**178,714,111**	**2,655,340**	**181,369,451**
Reserves			
WC Adjustment	-	-	-
Contingency Reserve	18,015,608	-	18,015,608
Non-Operating Reserve	19,763,923		19,763,923
Impact Fee Reserve	51,962,957	-	51,962,957
Reserves Total	**89,742,488**	**-**	**89,742,488**
Available Fund Balance	**88,971,623**	**2,655,340**	**91,626,963**

Position Control	FY26 Adopted Budget	FY26 MYBA Changes	FY26 Proposed Amended Budget
100 General Fund			
CC0104 Development Administration	3.00		3.00
CC0105 Development Engineering	8.00		8.00
CC0107 Planning	19.00		19.00
CC0202 Parks Administration	11.00		11.00
CC0210 Library	29.00		29.00
CC0211 Parks	21.00		21.00
CC0212 Recreation	21.00		21.00
CC0213 Tennis Center	3.50		3.50
CC0215 Garey Park	9.50		9.50
CC0218 Downtown, Arts, & Events	4.50		4.50
CC0311 311 - Call Center	10.00		10.00
CC0316 Municipal Court	5.50		5.50
CC0402 Fire Support Services/Administration	23.00		23.00
CC0422 Fire Emergency Services	139.00		139.00
CC0448 EMS	24.00		24.00
CC0536 Inspection Services	22.00		22.00
CC0602 Administrative Services	13.00		13.00
CC0605 Emergency Management	3.00		3.00
CC0635 City Secretary Services	9.00		9.00
CC0638 General Government Contracts	5.00		5.00
CC0655 Communications/Public Engagement	8.00		8.00
CC0702 Police Administration	5.00		5.00
CC0742 Police Operations	148.50		148.50
CC0744 Animal Services	4.00		4.00
CC0745 Code Compliance	6.00		6.00
CC0802 Public Works	3.00		3.00
CC0846 Streets	26.00		26.00
CC0847 Transporation Planning	3.00		3.00
100 General Fund Total	**586.50**		**586.50**
201 Tourism			
CC0208 CVB	7.50		7.50
201 Tourism Total	**7.50**		**7.50**
500 Facilities Maintenance Fund			
CC0319 Facilities	8.00		8.00
500 Facilities Maintenance Fund Total	**8.00**		**8.00**
520 Fleet Services Fund			
CC0320 Fleet	11.00		11.00
520 Fleet Services Fund Total	**11.00**		**11.00**
540 Joint Service Fund			
CC0302 Finance Administration	9.00		9.00
CC0315 Accounting	15.00		15.00
CC0317 Purchasing	7.00		7.00
CC0318 Warehouse	3.00		3.00
CC0321 Utility Customer Service	17.00		17.00
CC0322 Utility Customer Billing	25.00		25.00
CC0503 Organizational and Operational Excellence	4.00		4.00
CC0526 Systems Engineering	24.00		24.00
CC0556 Shared Control Center	8.00		8.00
CC0637 Economic Development	4.00		4.00

CC0639 Human Resources	13.00		13.00
CC0654 Legal	7.00		7.00
CC0658 Real Estate Services	4.00		4.00
540 Joint Service Fund Total	**140.00**		**140.00**
570 Information Technology Fund			
CC0647 IT End User Support	5.00		5.00
CC0648 IT Fiber	2.00		2.00
CC0649 IT Applications	14.00		14.00
CC0650 IT Public Safety	4.00		4.00
CC0651 IT Infrastructure	7.00		7.00
CC0652 IT Management	11.00		11.00
570 Information Technology Fund Total	**43.00**		**43.00**
600 Airport Operations			
CC0636 Airport	9.00		9.00
600 Airport Operations Total	**9.00**		**9.00**
610 Electric Services			
CC0516 Operational Technology - Electric	3.00	1.00	4.00
CC0520 Customer Energy Solutions	3.00		3.00
CC0521 Operational Technology - Shared	7.00		7.00
CC0522 Electric Administration	10.00		10.00
CC0525 T&D Services	36.00		36.00
CC0555 Electric Systems Operations	8.00		8.00
CC0557 Electrical Engineering	17.00		17.00
CC0558 Engineering Technology	1.00		1.00
610 Electric Services Total	**85.00**	**1.00**	**86.00**
630 Solid Waste Fund			
CC0533 Environmental Services	3.00		3.00
630 Solid Waste Fund Total	**3.00**		**3.00**
640 Stormwater Services			
CC0843 Stormwater Administration & Regulatory	3.00		3.00
CC0845 Stormwater	10.00		10.00
640 Stormwater Services Total	**13.00**		**13.00**
660 Water Services			
CC0514 Operational Technology - Water	7.00		7.00
CC0524 Metering Services	17.00		17.00
CC0527 Water Services Administration	40.00	1.00	41.00
CC0528 Water Distribution	30.00		30.00
CC0529 Water Plant Management	24.00		24.00
CC0530 Wastewater Operations	19.00		19.00
CC0531 Wastewater Plant Management	20.00		20.00
CC0535 Water Conservation	13.00		13.00
CC0539 Regulatory Compliance	9.00		9.00
CC0554 Water Control Center	14.00		14.00
660 Water Services Total	**193.00**	**1.00**	**194.00**
Grand Total	**1099.00**	**2.00**	**1101.00**

FY2026 MYBA Detail	Expense	Revenue
100 General Fund		
CC0001 Non-Departmental		
FY26 MYBA: Animal Services SRF	-	413,302
FY26 MYBA: Berry Creek Highland Traffic Signal/SH29	400,000	400,000
FY26 MYBA: Franchise Fee projection under budget	-	(242,474)
FY26 MYBA: PILOT projection under budget	-	(586,966)
FY26 MYBA: Council Discretionary	1,514,365	-
CC0001 Non-Departmental Total	**1,914,365**	**(16,138)**
CC0210 Library		
FY26 MYBA: Replacement Reach-in Display Cooler for Library Cafe	16,000	-
CC0210 Library Total	**16,000**	**-**
CC0638 General Government Contracts		
FY26 MYBA: Yearwood MUD Agreement	740,339	-
CC0638 General Government Contracts Total	**740,339**	**-**
CC0847 Transportation Planning		
FY26 MYBA: Public Transportation - rideGTX	136,000	-
CC0847 Transportation Planning Total	**136,000**	**-**
100 General Fund Total	**2,806,704**	**(16,138)**
120 General Capital Projects		
CC0001 Non-Departmental		
FY26 MYBA: Berry Creek Highland Traffic Signal/SH29	-	400,000
FY26 MYBA: Visitors Center Renovation	-	2,513,000
FY26 MYBA: Year One funding for CSC datacenter and related projects	-	880,000
FY26 MYBA: Berry Creek Reduction and Moving to Blue Hole	-	(1,000,000)
CC0001 Non-Departmental Total	**-**	**2,793,000**
CC0211 Parks		
FY26 MYBA: Bluffview Trails	147,410	-
FY26 MYBA: San Gabriel Low Water Crossing	741,323	741,323
FY26 MYBA: Berry Creek Reduction and Moving to Blue Hole	(1,000,000)	-
CC0211 Parks Total	**(111,267)**	**741,323**
CC0319 Facilities		
FY26 MYBA: Visitors Center Renovation	2,513,000	-
FY26 MYBA: Year One funding for CSC datacenter and related projects	880,000	-
CC0319 Facilities Total	**3,393,000**	**-**
CC0526 Systems Engineering		
FY26 MYBA: Berry Creek Highland Traffic Signal/SH29	400,000	-
FY26 MYBA: Ridgeline	200,000	-
FY26 MYBA: Study for Sycamore to SH195	39,380	39,380
CC0526 Systems Engineering Total	**639,380**	**39,380**
120 General Capital Projects Total	**3,921,113**	**3,573,703**
201 Tourism		
CC0001 Non-Departmental		
FY26 MYBA: Visitors Center Renovation	2,513,000	-
CC0001 Non-Departmental Total	**2,513,000**	**-**
201 Tourism Total	**2,513,000**	**-**
206 Council Discretionary		
CC0001 Non-Departmental		
FY26 MYBA: Council Discretionary	-	1,514,365
CC0001 Non-Departmental Total	**-**	**1,514,365**
206 Council Discretionary Total	**-**	**1,514,365**
221 Library		
CC0210 Library		
FY26 MYBA: Fund 221 Library Reserves	64,000	-
CC0210 Library Total	**64,000**	**-**
221 Library Total	**64,000**	**-**
268 Police Federal Seizures & Forfeitures		

FY2026 MYBA Detail	Expense	Revenue
CC0702 Police Administration		
FY26 MYBA: Federal Seizures	152,987	-
CC0702 Police Administration Total	**152,987**	**-**
268 Police Federal Seizures & Forfeitures Total	**152,987**	**-**
269 Police Forfeitures - State & Local		
CC0742 Police Operations		
FY26 MYBA: Seizures Local and State	986	-
CC0742 Police Operations Total	**986**	**-**
269 Police Forfeitures - State & Local Total	**986**	**-**
274 Animal Services		
CC0744 Animal Services		
FY26 MYBA: Animal Services SRF	413,302	-
CC0744 Animal Services Total	**413,302**	**-**
274 Animal Services Total	**413,302**	**-**
347 Preserve at Water Oak PID		
CC0001 Non-Departmental		
FY26 MYBA: Preserve at Water Oak PID	-	389,243
CC0001 Non-Departmental Total	**-**	**389,243**
CC0601 PID Administration		
FY26 MYBA: Preserve at Water Oak PID	60,000	-
CC0601 PID Administration Total	**60,000**	**-**
347 Preserve at Water Oak PID Total	**60,000**	**389,243**
402 GTEC - Projects		
CC0001 Non-Departmental		
FY26 MYBA: Reduction in Wolf Ranch Parkway	(75,000)	-
CC0001 Non-Departmental Total	**(75,000)**	**-**
CC0500 GTEC		
FY26 MYBA: Reduction in Wolf Ranch Parkway	(7,500,000)	(7,500,000)
CC0500 GTEC Total	**(7,500,000)**	**(7,500,000)**
402 GTEC - Projects Total	**(7,575,000)**	**(7,500,000)**
520 Fleet Services Fund		
CC0320 Fleet		
FY26 MYBA: Wireless Communications Program Manager Vehicle	42,000	-
CC0320 Fleet Total	**42,000**	**-**
520 Fleet Services Fund Total	**42,000**	**-**
540 Joint Service Fund		
CC0302 Finance Administration		
FY26 MYBA: Merchant Services RFP	8,500	-
CC0302 Finance Administration Total	**8,500**	**-**
CC0640 Citywide Human Resources		
FY26 MYBA: Property and Casualty Insurance Increase	120,000	-
CC0640 Citywide Human Resources Total	**120,000**	**-**
540 Joint Service Fund Total	**128,500**	**-**
570 Information Technology Fund		
CC0651 IT Infrastructure		
FY26 MYBA: Year One funding for CSC datacenter and related projects	2,174,464	-
CC0651 IT Infrastructure Total	**2,174,464**	**-**
CC0652 IT Management		
FY26 MYBA: New Workday integrations for newly selected benefit providers	70,000	-
FY26 MYBA: Overhire for IT Manager - Architecture (Integrations)	45,680	-
CC0652 IT Management Total	**115,680**	**-**
570 Information Technology Fund Total	**2,290,144**	**-**

FY2026 MYBA Detail	Expense	Revenue
590 Self Insurance Fund		
CC0357 Self Insurance		
FY26 MYBA: Mental Health Provider for First Responders and Emergency Communications Employees	50,000	-
CC0357 Self Insurance Total	**50,000**	**-**
590 Self Insurance Fund Total	**50,000**	**-**
601 Airport Operations - Grants		
CC0636 Airport		
FY26 MYBA: Airport Grant	177,424	-
CC0636 Airport Total	**177,424**	**-**
601 Airport Operations - Grants Total	**177,424**	**-**
602 Airport Operations - Projects		
CC0636 Airport		
FY26 MYBA: Reducing Air Traffic Control Tower Equipment	(70,000)	(70,000)
CC0636 Airport Total	**(70,000)**	**(70,000)**
602 Airport Operations - Projects Total	**(70,000)**	**(70,000)**
610 Electric Services		
CC0001 Non-Departmental		
FY26 MYBA: PILOT projection under budget	(586,966)	-
CC0001 Non-Departmental Total	**(586,966)**	**-**
CC0516 Electric Operational Technology		
FY26 MYBA: SCADA System Analyst	51,826	-
CC0516 Electric Operational Technology Total	**51,826**	**-**
CC0522 Electric Administration		
FY26 MYBA: Franchise Fee projection under budget	(242,474)	-
FY26 MYBA: Sales Revenue Projection (Overall Sales Revenue) Under Budget	-	(4,815,458)
CC0522 Electric Administration Total	**(242,474)**	**(4,815,458)**
CC0537 Electric Resource Management		
FY26 MYBA: Purchase Power Projection Under Budget	(6,266,961)	-
FY26 MYBA: REC Revenue Projection Under Budget	-	(326,112)
CC0537 Electric Resource Management Total	**(6,266,961)**	**(326,112)**
CC0555 Electric Control Center		
FY26 MYBA: Motorola Service Agreement	16,285	-
CC0555 Electric Control Center Total	**16,285**	**-**
610 Electric Services Total	**(7,028,290)**	**(5,141,570)**
660 Water Services		
CC0531 Wastewater Plant Management		
FY26 MYBA: Package Plant Lease for Dove Springs WWTP	1,500,000	-
CC0531 Wastewater Plant Management Total	**1,500,000**	**-**
660 Water Services Total	**1,500,000**	**-**
Grand Total	**(553,130)**	**(7,250,397)**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GEORGETOWN, TEXAS, AMENDING THE FISCAL YEAR 2026 ANNUAL BUDGET FOR MID-YEAR OBLIGATIONS THAT WERE NOT KNOWN AT THE TIME THE BUDGET WAS ADOPTED; APPROPRIATING THE VARIOUS AMOUNTS THEREOF; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City is aware of obligations not currently funded in the fiscal year 2026 Budget in the following funds: General, Capital Projects, Tourism, Council Discretionary Library, Police Federal Seizures & Forfeitures, Police Forfeitures, Animal Services, Preserve at Water Oak PID, GTEC Projects, Fleet Services, Joint Services, Information Technology, Self Insurance, Airport Operations, Airport Projects, Electric, and Water; and

WHEREAS, these funds will be funded from available fund balances or additional revenues; and

WHEREAS, the City Charter and state law allow for changes in the Annual Operating Plan by a Council majority plus one in emergency situations and for municipal purposes; and

WHEREAS, for the Capital Projects the City is moving major capital projects to subsequent years and therefore must decrease the Budget to reflect the removal of these expenditures; and

WHEREAS, the changes were unknown and unforeseeable at the time the fiscal year 2026 Budget was approved; and

WHEREAS, the City Council finds it to be in the best interest of the public to amend the 2026 Budget for mid-year obligations that were not known at the time the Budget was adopted, as set out herein.

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

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 amendment to the 2026 annual Budget of the revenues of the City of Georgetown and expenses of conducting the affairs thereof, is in all things adopted and approved as an addition to the previously approved Budget of the current revenues and expenses, as well as fixed charges against said City for the fiscal year beginning October 1, 2025 and ending September 30, 2026. A copy of the amendment is attached hereto as Exhibit A and incorporated by reference herein.

Section 4. The total of $553,130 is hereby released from appropriation for payments of expenditures and payments of the funds and included in Exhibit A.

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. This ordinance complies with the vision statement of the Georgetown 2030 Plan.

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 upon adoption of its second and final reading by the City Council in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the 14th of April, 2026.

PASSED AND APPROVED on Second Reading on the 28th of April, 2026.

ATTEST: **THE CITY OF GEORGETOWN:**

_____ _____

Robyn Densmore, City Secretary Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Resolution Pursuant to Government Code Section 2206.053 - Wolf Ranch Parkway Road Expansion from SH 29 to Rivery Boulevard

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution pursuant to Government Code Section 2206.053 finding that portions of properties along Wolf Ranch Parkway between SH 29 and Rivery Boulevard ("Project"), Georgetown TX 78628, and owned by the following property owners: NNN Georgetown TX Owner LP; Gray Fox Holdings LLC; Wolf Lakes LP; Owners Association of Wolf Ranch Residential Community Association; Residences of Wolf Lakes LP; H4WR Phase 2, LLC; Wolf Lakes Property Owners Association, Inc.; Wolf Lakes Multifamily Owner, LLC; Stephen Kahng; Inland Western Georgetown Rivery Limited Partnership; Wal-Mart Real Estate Business Trust; Carroll at Rivery Ranch LLC: HD Development Properties, L.P.; Wolf Ranch, LLC; The Summit II At Rivery Park LTD.; Strategic Entertainment Group; Novak Land Office LLC; Lalani Rivery Suites, LLC, are necessary for the Wolf Ranch Parkway Road Improvements Project; and authorizing eminent domain proceedings for the acquisition of fee simple right-of-way ("ROW") or any lesser interest from said properties -- Scott Mikel, Real Estate Services Coordinator

ITEM SUMMARY:
Staff and the City's designated Project Right-Of-Way Acquisition consultant are in the process of negotiating the acquisition of the necessary ROW and temporary construction easements ("TCEs") across portions of properties along the Project limits, as part of the planned roadway improvements; none of the twenty-three owners impacted by this Project have agreed to the City's acquisition offers; Final Offers have been/or will soon be sent to the property owners in an attempt to settle the ROW / TCEs acquisition; however, if negotiations fail and in order to meet the desired Project construction schedule and avoid delays, eminent domain proceedings may have to be initiated to complete the acquisition of the necessary ROW/TCEs. Staff and the City's acquisition consultant will continue working with the impacted property owners attempting to reach acquisition settlements, up to the time individual condemnation actions are filed.

A resolution finding public convenience and necessity ("PCN Resolution") authorizing the acquisition of the necessary land rights by condemnation, is necessary to ensure that the acquisition process complies with eminent domain law and to avoid delays in acquiring the property.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Susan Demeo, City Attorney's Office/ Real Estate

ATTACHMENTS:
2026.04.14 - PCN Resolution with Exhibits - final (Wolf Ranch).pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, FINDING PUBLIC CONVENIENCE AND NECESSITY FOR THE WOLF RANCH PARKWAY ROAD IMPROVEMENTS PROJECT; AUTHORIZING EMINENT DOMAIN PROCEEDINGS, IF NECESSARY, FOR THE ACQUISITION OF REAL PROPERTY RIGHTS; REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in order to facilitate the safe and efficient movement of people and goods within Georgetown, Texas, to control the flow of stormwater within its jurisdiction, to preserve the financial investment of the public in its roadway infrastructure, and to protect the safety of the public, the City of Georgetown (the "City") hereby finds that public convenience and necessity requires the acquisition of fee simple interest to, or any lesser real property interest in, all or a portion of the following properties, each of them located in the Joseph P. Pulsifer Survey No. 3G, Abstract No. 498 (collectively, the "Property") for the purposes of laying out, opening, constructing, reconstructing, maintaining, widening, extending, and operating Wolf Ranch Parkway, from SH 29 to Rivery Boulevard, in Williamson County, Texas, including any drainage improvements necessary therefore (the "Project"):

Parcel P1 and Sidewalk Easement SE3, a 0.0052-acre portion as new Right-of-Way, and a 0.355-acre portion as sidewalk easement, from a tract of land owned by NNN Georgetown Portfolio, L.P., as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Parcel P2, a 0.2175-acre portion as new Right-of-Way and a 0.01-acre portion as temporary construction easement, from a tract of land owned by Gray Fox Holdings LLC, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Parcel P3, a 1.083-acre portion as new Right-of-Way, and a 0.01-acre portion as temporary construction easement, from a tract of land owned by Wolf Lakes LP, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Parcel P6, a 0.4161-acre portion as new Right-of-Way from a tract of land owned by Owners Association of Wolf Ranch Residential Community Association, Inc., as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Parcel P7, a 0.3513-acre portion as new Right-of-Way, and a 0.34-acre portion as temporary construction easement, from a tract of land owned by Wolf Lakes LP, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Parcel P8, a 0.0099-acre portion as new Right-of-Way, and a combined 0.02-acre portion as temporary construction easement from a tract of land owned by H4WR Phase 2, LLC, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Parcel P9, a 0.2823-acre portion as new Right-of-Way and a 0.01-acre portion as temporary construction easement, from a tract of land owned by H4WR Phase 2, LLC, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Parcel P10, a 0.2864-acre portion as new Right-of-Way, and a 0.3100-acre portion as temporary construction easement, from a tract of land owned by Wolf Lakes Property Owners Association, Inc., as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Parcel P11, a 0.1136-acre portion as new Right-of-Way, and a 0.0570-acre portion as temporary construction easement, from a tract of land owned by Wolf Lakes Multifamily Owner, LLC, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Parcel P12 and Parcel P13, a combined 0.1775-acre portion as new Right-of-Way, and a 0.0700-acre portion as temporary construction easement, from a tract of land owned by H4WR Phase 2, LLC, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Parcel P14, a 0.0398-acre portion as new Right-of-Way, and a 0.0600-acre portion as temporary construction easement, from a tract of land owned by H4WR Phase 2, LLC, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Parcel P15, a 0.6110-acre portion as new Right-of-Way, and a 0.4500-acre portion as temporary construction easement, from a tract of land owned by Stephen Kahng, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Parcel P16, a 0.5019-acre portion as new Right-of-Way from a tract of land owned by Inland Western Georgetown Rivery Limited Partnership, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Parcel P17, a 0.5059-acre portion as new Right-of-Way, and a 0.1000-acre portion as temporary construction easement, from a tract of land owned by Wal-Mart Real Estate Business Trust, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Parcel P18, a 0.6461-acre portion as new Right-of-Way, and a combined 0.2800-acre portion as temporary construction easement, from a tract of land owned by Carroll At

Rivery Ranch LLC, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Parcel P19, a 0.3286-acre portion as new Right-of-Way, and a combined 0.0450-acre portion as temporary construction easement, from a tract of land owned by HD Development Properties, L.P., as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Parcel P20, a 0.1682-acre portion as new Right-of-Way, and a 0.09-acre portion as temporary construction easement, from a tract of land owned by Wolf Ranch, LLC, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Parcel P21, a 0.0727-acre portion as new Right-of-Way, and a 0.03-acre portion as temporary construction easement, from a tract of land owned by The Summit II At Rivery Park LTD., as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Parcel P22, a 0.1275-acre portion as new Right-of-Way, and a 0.13-acre portion as temporary construction easement, from a tract of land owned by Strategic Entertainment Group, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Parcel P24, a 0.0399-acre portion as new Right-of-Way, and a 0.02-acre portion as temporary construction easement, from a tract of land owned by Novak Land Office LLC, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Parcel P25, a 0.1675-acre portion as new Right-of-Way, and a combined 0.21-acre portion as temporary construction easement, from a tract of land owned by Independent Bank Group Central Texas, Inc., as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Parcel P26, a 0.0612-acre portion as new Right-of-Way, and a combined 0.20-acre portion as temporary construction easement, from a tract of land owned Lalani Rivery Suites, LLC, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

WHEREAS, as provided for in Sections 251.001 and 273.001 of the Texas Local Government Code, the City finds and determines that the Property is necessary or convenient for the purposes of laying out, opening, constructing, reconstructing, maintaining, widening, extending, and operating the above described Project in Williamson County, Texas, including roadway improvements, drainage improvements, utility improvements, public utility infrastructure improvements, and/or other public uses and purposes related thereto as permitted by law, and it is necessary to acquire fee simple rights and/or lesser rights in the Property or a portion thereof. The City finds and determines that condemnation of the Property, or a portion thereof, may be required.

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that the employees, agents, and/or representatives of the City to lay out the Project and acquire the necessary right of way and temporary construction easements upon, over, under and across the Property for the purpose of construction, reconstruction, operation, and maintenance of roadway and drainage infrastructure improvements, and appurtenances thereto, and for the use of any excavated materials from the Property for use in construction of such infrastructure improvements;

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to effect the acquisition of the Property for the Project;

WHEREAS, in order to acquire the Property, it will be or has been necessary for the City's employees, agents, and/or representatives, to enter upon the Property for the purposes of surveying and establishing said land titles and to determine adequate compensation for the Property, to conduct tests, and to negotiate with the owners thereof for the purchase of the land titles; and,

WHEREAS, it is necessary to set out procedures for the establishment and approval of just compensation for Property to be acquired for the Project;

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

Section 1. The meeting at which this Resolution 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 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 3. In order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of fee simple title to, or any lesser real property interest in, the real property described hereinabove for the purposes of laying out, opening, constructing, reconstructing, maintaining, widening, extending, and operating the Project in Williamson County, Texas, including roadway and drainage improvements, and/or other public uses and purposes as permitted by law.

Section 4. The City's employees, agents, and/or representatives are hereby authorized to:

a. Lay out the exact location of the land area needed from the Property;

b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities for the Project, the establishment and acquisition of the required right-of-way, and the construction of permanent infrastructure improvements, and appurtenances thereto;

c. Enter upon any property necessary for the purpose of surveying and establishing the title, in order to determine adequate compensation for the rights being acquired, and to conduct tests;

d. Negotiate with the owner(s) of any such properties for the purchase thereof;

e. To purchase any necessary fee simple rights, or any lesser real property interest, on, over, under and across the Property, and execute all documents necessary to acquire such Property, all subject to the City Council's express approval of the specific, negotiated terms of the acquisition;

f. Initiate eminent domain proceedings against the owner(s), lienholders, and any owners of any other interests in the Property to obtain the necessary title(s) for the Property in the event the owner(s) fail(s) to accept a bona fide offer to purchase the Property; and

g. Take whatever further actions are deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.

Section 5. The initiation of condemnation proceedings for the Property is adopted and authorized by a single order for the Property, and this first vote by the City applies to all of the Property identified.

Section 6. The City Attorney is hereby authorized to proceed to condemnation on the Property, if necessary, and directed to transmit or cause to be transmitted this request of the City to legal counsel to file or cause to be filed against all owners, lienholders, and any owners of any other interests in the Property, proceedings in condemnation to acquire in the name of and on behalf of the City, fee simple title to the Property or such lesser estates or property interests as determined necessary, save and except oil, gas, and sulfur, as provided by law.

Section 7. All previous acts and proceedings done or initiated by the City's employees, agents, and/or representatives for the establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights in the Property are hereby authorized, ratified, approved, confirmed, and validated.

Section 8. All resolutions that conflict with the provisions of this Resolution are hereby repealed, and all other resolutions of the City not in conflict with the provisions of this Resolution shall remain in full force and effect.

Section 9. 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.

Section 10. The Mayor is hereby authorized to sign this Resolution and the City Secretary to attest. This resolution 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 this ____ day of _____, 2026.

ATTEST: THE CITY OF GEORGETOWN:

By: _____ By: _____
Robyn Densmore, City Secretary Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT "A"

County: Williamson
Roadway: Wolf Ranch Parkway
Project Limits: Memorial Dr./C.R. 265 to Rivery Blvd.

PROPERTY DESCRIPTION FOR PARCEL P1

A 0.0052 ACRE (228 SQUARE FEET) TRACT OF LAND OUT OF LOT 1, A CALLED 1.665 ACRE TRACT, IN CR 265 SUBDIVISION, A SUBDIVISION OF RECORD IN THE CITY OF GEORGETOWN, TEXAS, AS RECORDED IN CABINET, (CAB.), EE, SLIDE, (SLD.), 237-238, SAME BEING INSTRUMENT NUMBER, (INST.) 2008025378, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.Co.TX.), LOT 1, BEING DESCRIBED AS TRACT 1, IN A SPECIAL WARRANTY DEED FROM WG GEORGETOWN PORTFOLIO, L.P., A DELAWARE LIMITED PARTNERSHIP, TO NNN GEORGETOWN TX OWNER LP, A DELAWARE LIMITED PARTNERSHIP, EXECUTED JUNE 05, 2018, AS RECORDED IN INST. 2018051349, SAID 0.0052 ACRE TRACT BEING IN THE JOSEPH P. PULSIFER SURVEY No. 3G, ABSTRACT No. 498, WILLIAMSON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a found iron rod with cap stamped "True Surv. 6614" for the northeast corner of Lot 1, being the northwest corner of Lot 2, being on the south line of Lot 3, all of said CR 265 Subdivision;

THENCE, South 87º40'22" West, (Record North 87°39'50" East) along and with the south line of Lot 3, being the north line of Lot 1, a distance of 253.20 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" on the proposed east Right-Of-Way, (R.O.W.), line of Wolf Ranch Parkway, for the northeast corner and POINT OF BEGINNING of the herein described Parcel P1, said point having surface coordinates of N 10,204,517.11 and E 3,124,716.89;

THENCE, along with the proposed east R.O.W. line of Wolf Ranch Parkway, traversing over, across, and through Lot 1, the following Three (3) courses and distances:

(1) South 20º49'48" East, a distance of 7.40 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a Point-of-Intersection, (P.I.), corner;

(2) South 12º19'56" East, a distance of 15.79 feet to a set mag nail with a Pape-Dawson washer for a P.I. corner;

(3) South 72º30'02" West, a distance of 8.11 feet to a to a set mag nail with a Pape-Dawson washer on the curving existing east R.O.W. line of Wolf Ranch Parkway, (Variable width R.O.W.), as established in Inst. 2005082790, O.P.R.W.Co.TX, being the west line of Lot 1;

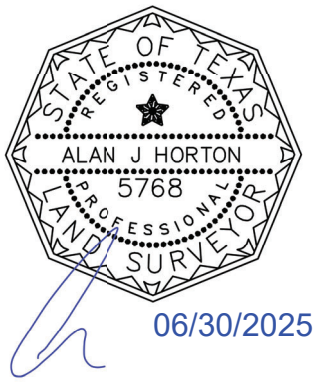
EXHIBIT "A"

(4) THENCE, northwesterly along and with the existing east R.O.W. line of Wolf Ranch Parkway, being the west line of Lot 1, 25.89 feet along and with the arc of a curve to the left, having a radius of 339.99 feet, a delta angle of 4°21'48", a chord bearing of North 19º47'07" West, a distance of 25.89 feet to a found iron with a cap stamped "RPLS 5784" for the northwest corner of Lot 1, being the southwest corner of Lot 3;

(5) THENCE, North 87º40'22" East, along and with the south line of Lot 3, being the north line of Lot 1, a distance of 10.50 feet to the POINT OF BEGINNING and containing 0.0052 acres (228 square feet) in the City of Georgetown, Texas.

All bearings and coordinates are based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00004.

Note: A parcel plat of even date was prepared in conjunction with this property description.



PREPARED BY: Pape-Dawson Engineers, Texas Surveying Firm #10028800
10801 N. MoPac Expressway, Bldg. 3, Suite 200, Austin, Texas, 78759
(512) 454-8711
DATE: June 30, 2025
JOB NO. 51423-04
DOC. ID. H:\Survey\CIVIL\51423-04\dwg\Parcels\Legal Descriptions\Parcel P1 M&B.docx

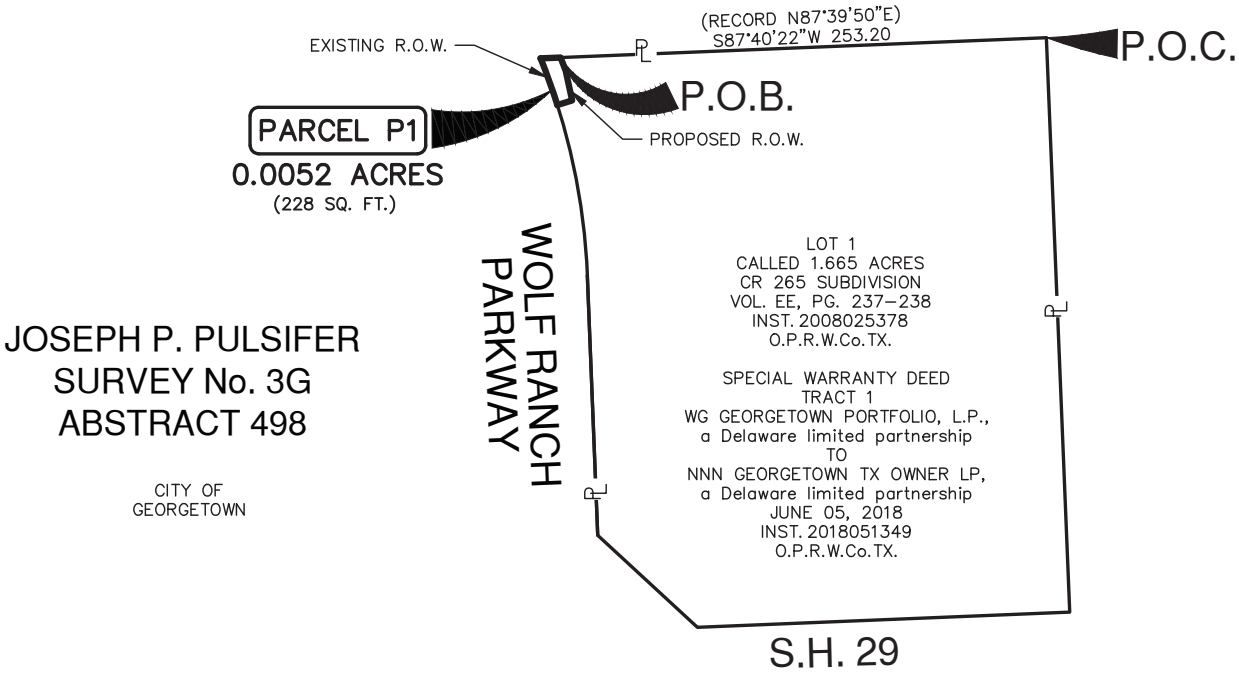
NOTES:

1) 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE SURFACE VALUES IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00004 APPLIED.
3) ABSTRACTING COMPLETED IN JUNE 2025.
4) FIELD SURVEY COMPLETED BETWEEN APRIL 29, 2025 AND MAY 01, 2025
5) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

LEGEND:

C.R. 265	COUNTY ROAD 265 – MEMORIAL DRIVE
S.H. 29	STATE HIGHWAY 29
D.P.R.W.Co.TX.	DEED AND PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.Co.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
FD	FOUND
FNC	FENCE
IR	IRON ROD
N.T.S.	NOT TO SCALE
O.P.R.W.Co.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT
( )	RECORD INFORMATION FROM DEED OR PLAT
INST.	INSTRUMENT
SLD.	SLIDE
CAB	CABINET
●	FOUND 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" UNLESS NOTED OTHERWISE.
○	SET 5/8" IRON ROD WITH YELLOW PAPE-DAWSON CAP
△	SET MAG NAIL PAPE-DAWSON WASHER
N	LAND HOOK
	PARCEL BOUNDARY LINE
PL	ADJACENT PROPERTY LINE
	APPROXIMATE LOCATION OF ORIGINAL SURVEY LINE
//	WOODED PRIVACY FENCE
	RECORD R.O.W. PARCEL LINE
	GUY WIRE
PP	POWER POLE
OHE	OVERHEAD ELECTRIC LINE
X	WIRE FENCE
	LUMINARE STANDARD
SD	STORM DRAIN MANHOLE
G	GAS MARKER
	VALVE
	FIRE HYDRANT

N.T.S.



STATE OF TEXAS
REGISTERED
ALAN J HORTON
5768
PROFESSIONAL
LAND SURVEYOR

06/30/2025

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

REV. NO.	DATE	DESCRIPTION	BY

WILLIAMSON COUNTY, TEXAS

PARCEL NO.	DEED ACREAGE	ACQUIRED ACRES (SQ.FT.)	ABSTRACT	ACRES (SQ.FT.) IN ORIGINAL SURVEY	REMAINDER
P1	1.665	0.0052 (228)	498	N/A	1.660 RT

PARCEL PLAT SHOWING
PARCEL P1

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	N.T.S.					3 OF 4

Date: Jun 27, 2025, 9:49am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_14632\Parcel P1.dwg

REFERENCE:

REFERENCES:

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. No. GT2503724
Texan Title Insurance Company
Date Effective: May 2, 2025
Date Issued: May 30, 2025

10. The following matters and all terms of the documents creating or offering evidence of the matters.

a. SUBJECT TO AS SHOWN
b. SUBJECT TO AS SHOWN
c. SUBJECT TO AS SHOWN
d. SUBJECT TO AS SHOWN
e. NOT A SURVEY ISSUE
f. SHOWN HEREON
g. TERMS, PROVISIONS & CONDITIONS MAY APPLY
h. SUBJECT TO
i. NOT A SURVEY ISSUE
j. NOT A SURVEY ISSUE
k. NOT A SURVEY ISSUE
l. NOT A SURVEY ISSUE
m. SUBJECT TO
n. SUBJECT TO
o. SUBJECT TO

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P1

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
						4 OF 4

Date: Jun 27, 2025, 9:49am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_14632\Parcel P1.dwg

REFERENCE:

LINE TABLE		
LINE	BEARING	LENGTH
L1	S20°49'48"E	7.40'
L2	S12°19'56"E	15.79'
L3	S72°30'02"W	8.11'
L4	N87°40'22"E	10.50'

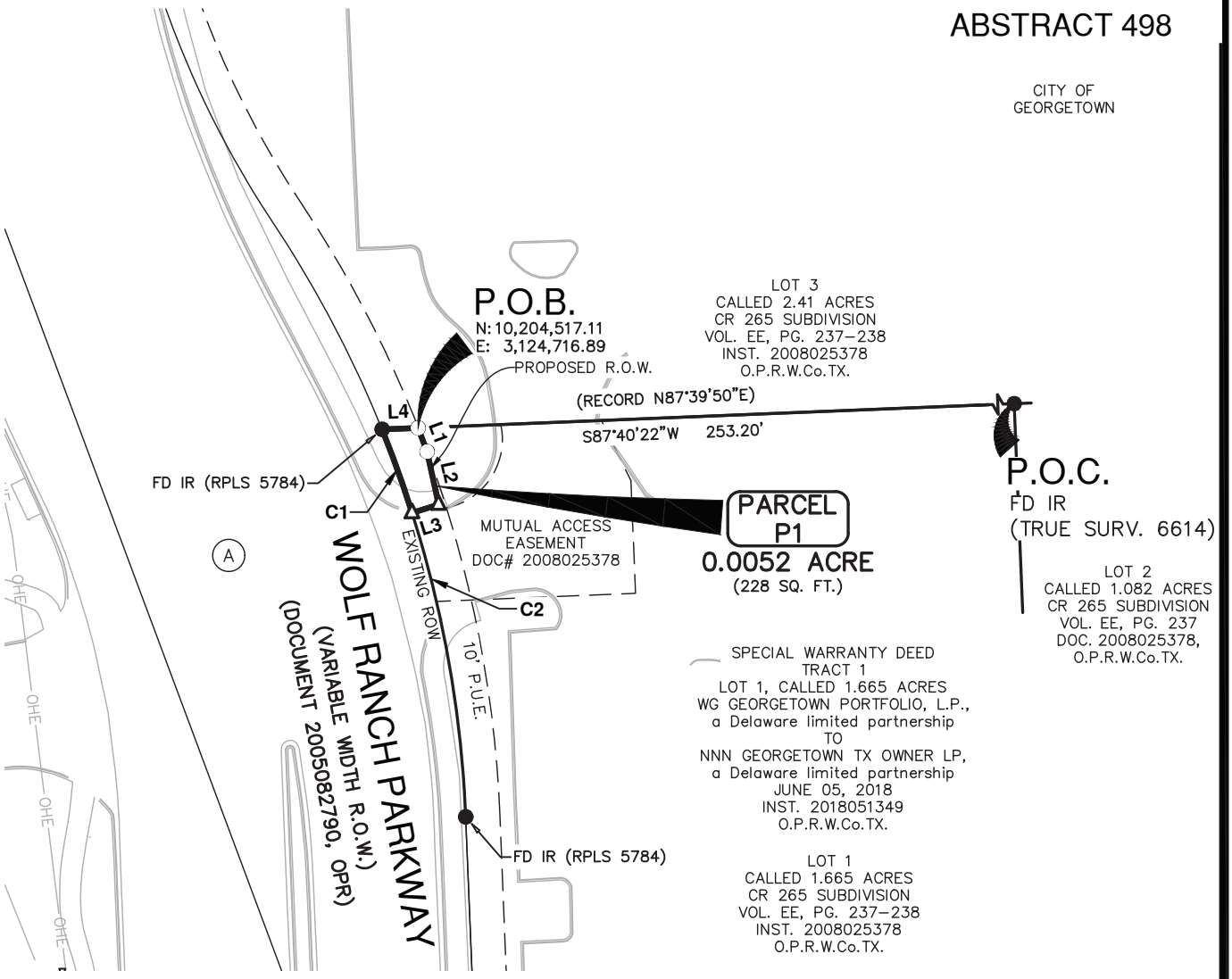
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	25.89'	339.99'	4°21'48"	N19°47'07"W	25.89'
C2	90.33'	339.99'	15°13'24"	S09°59'31"E	90.07'

(A) R.O.W. DEED LIST:
TRACT II
CALLED 0.892 ACRE
SPECIAL WARRANTY DEED
(50% INTEREST)
WILLIAM M. BOOTH
dba
WESTINGHOUSE ROAD
VENTURES,
a Texas sole proprietorship
and
(50% INTEREST)
BILL J. CHAPMAN
and wife, P.D. CHAPMAN
TO
CITY OF GEORGETOWN,
a Texas home-rule
municipal corporation
INST. 2004059727
O.P.R.W.Co.TX.

0 25 50
SCALE: 1"= 50'

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498

CITY OF
GEORGETOWN



LOT 3
CALLED 2.41 ACRES
CR 265 SUBDIVISION
VOL. EE, PG. 237-238
INST. 2008025378
O.P.R.W.Co.TX.

LOT 2
CALLED 1.082 ACRES
CR 265 SUBDIVISION
VOL. EE, PG. 237
DOC. 2008025378,
O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED
TRACT 1
LOT 1, CALLED 1.665 ACRES
WG GEORGETOWN PORTFOLIO, L.P.,
a Delaware limited partnership
TO
NNN GEORGETOWN TX OWNER LP,
a Delaware limited partnership
JUNE 05, 2018
INST. 2018051349
O.P.R.W.Co.TX.

LOT 1
CALLED 1.665 ACRES
CR 265 SUBDIVISION
VOL. EE, PG. 237-238
INST. 2008025378
O.P.R.W.Co.TX.

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P1

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					4 OF 4

Date: Jun 27, 2025, 9:49am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_14632\Parcel P1.dwg

REFERENCE:

EXHIBIT "A"

County: Williamson
Roadway: Wolf Ranch Parkway
Project Limits: Memorial Dr./C.R. 265 to Rivery Blvd.

PROPERTY DESCRIPTION FOR SIDEWALK EASEMENT SE3

A 0.0355 ACRE, (1,545 SQUARE FEET), TRACT OF LAND OUT OF LOT 1, A CALLED 1.665 ACRE TRACT, IN CR 265 SUBDIVISION, A SUBDIVISION IN THE CITY OF GEORGETOWN, TEXAS, AS RECORDED IN CABINET, (CAB.), EE, SLIDE, (SLD.), 237-238, SAME BEING INSTRUMENT NUMBER, (INST.) 2008025378, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.Co.TX.), LOT 1, BEING DESCRIBED AS TRACT 1, IN A SPECIAL WARRANTY DEED FROM WG GEORGETOWN PORTFOLIO, L.P., A DELAWARE LIMITED PARTNERSHIP, TO NNN GEORGETOWN TX OWNER LP, A DELAWARE LIMITED PARTNERSHIP, EXECUTED JUNE 05, 2018, AS RECORDED IN INST. 2018051349, SAID 0.0355 ACRE TRACT BEING IN THE JOSEPH P. PULSIFER SURVEY No. 3G, ABSTRACT No. 498, PATENTED IN CONFLICT WITH THE ORVILL PERRY SURVEY No. 1, ABSTRACT 10, WILLIAMSON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a found iron rod with cap stamped "True Surv. 6614" for the northeast corner of Lot 1, being the northwest corner of Lot 2, being on the south line of Lot 3, all of said CR 265 Subdivision;

THENCE, South 87º40'22" West, (Record North 87°39'50" East) along and with the south line of Lot 3, being the north line of Lot 1, a distance of 263.36 feet to a calculated point, for the southwest corner of Lot 3, being the northwest corner of Lot 1, on the curving existing east Right-Of-Way, (R.O.W.), line of Wolf Ranch Parkway, (Variable width R.O.W.) as established by Inst. 2004059727 O.P.R.W.Co.TX., from which a found iron rod with a cap stamped "RPLS 5784" bears North 87°40'22" East a distance of 0.34 feet;

THENCE, 55.80 feet along and with a curve to the right having a radius of 339.88 feet, a delta angle of 9°24'21", and a chord bearing and distance of South 17°13'11" West 55.73 feet, to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for the northwest corner and POINT OF BEGINNING of the herein described Sidewalk Easement SE3, said point having surface coordinates of N 10,204,463.46 and E 3,124,723.23;

THENCE, traversing over, across, and through Lot 1, the following three (3) courses and distances:

(1) North 77º29'00" East, a distance 7.31 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a Point of Intersection, (P.I.), corner;

EXHIBIT "A"

(2) South 12º49'29" East, a distance of 31.69 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.I., corner;

(3) South 02º20'41" East, a distance of 173.01 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.I. corner on the existing east R.O.W. line of Wolf Ranch Parkway, (Variable width R.O.W.), as recorded in Document Number 2005082790, O.P.R.W.Co.TX;

THENCE, along and with the existing east R.O.W. line of Wolf Ranch Parkway, being the west line of Lot 1 the following three (3) courses and distances:

(4) North 47º36'44" West, a distance of 10.72 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a P.I. corner;

(5) North 02º20'41" West, a distance of 135.32 feet to a calculated point for a point of curvature, (P.C.), of a curve to the left, from which a found iron rod with a cap stamped "RPLS 5784" bears South 70 º51'32" East a distance of 0.26 feet;

(6) 60.34 feet along and with the arc of said curve to the left, having a radius of 339.88 feet, a delta angle of 10°10'19", a chord bearing of North 07º25'51" West, a distance of 60.26 feet to the POINT OF BEGINNING and containing 0.0355acres (1,545 square feet) in the City of Georgetown, Texas.

All bearings and coordinates are based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00004.

Note: A parcel plat of even date was prepared in conjunction with this property description.



08/12/2025

PREPARED BY: Pape-Dawson Engineers, Texas Surveying Firm #10028800
10801 N. MoPac Expressway, Bldg. 3, Suite 200, Austin, Texas, 78759
(512) 454-8711
DATE: August 12, 2025
JOB NO. 51423-04
DOC. ID. H:\Survey\CIVIL\51423-04\dwg\Parcels\Legal Descriptions\Sidewalk Easement SE3 M&B.docx

LEGEND:

C.R. 265	COUNTY ROAD 265 – MEMORIAL DRIVE
S.H. 29	STATE HIGHWAY 29
D.P.R.W.Co.TX.	DEED AND PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.Co.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
FD	FOUND
FNC	FENCE
IR	IRON ROD
N.T.S.	NOT TO SCALE
O.P.R.W.Co.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT
( )	RECORD INFORMATION FROM DEED OR PLAT
INST.	INSTRUMENT
SLD.	SLIDE
CAB	CABINET
●	FOUND 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" UNLESS NOTED OTHERWISE.
○	SET 5/8" IRON ROD WITH YELLOW PAPE-DAWSON CAP

Ⓐ R.O.W. DEED LIST:
TRACT II
CALLED 0.892 ACRE
SPECIAL WARRANTY DEED
CITY OF GEORGETOWN,
a Texas home-rule
municipal corporation
INST. 2004059727
O.P.R.W.Co.TX.

0 25 50
SCALE: 1"= 50'

LOT 3
CALLED 2.41 ACRES
CR 265 SUBDIVISION
VOL. EE, PG. 237-238
INST. 2008025378
O.P.R.W.Co.TX.

FD IR (RPLS 5784)
BEARS N87°40'22"E 0.34'

(RECORD N87°39'50"E)

MUTUAL ACCESS EASEMENT
INST. 2008025378,
O.P.R.W.Co.TX

S87°40'22"W 263.36'

P.O.C.
FD IR (TRUE SURV. 6614)

LOT 2
CALLED 1.082 ACRES
CR 265 SUBDIVISION
VOL. EE, PG. 237
DOC. 2008025378
O.P.R.W.Co.TX.

L=55.80'
R=339.88'
Delta=9°24'21"
CB=S17°13'11"E
CD=55.73'

P.O.B.
N: 10,204,463.46
E: 3,124,723.23

N77°29'00"E
7.31'

S12°49'29"E
31.69'

CITY OF GEORGETOWN

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH THE ORVILL PERRY SURVEY No 1, ABSTRACT 10, WILLIAMS COUNTY, TEXAS

L=60.34'
R=339.88'
Delta=10°10'19"
CB=N07°25'51"W
CD=60.26'

FD IR (RPLS 5784)
BEARS S70°51'32"E 0.26'

10' P.U.E.
CAB. EE., SLD 237

EXISTING ROW

S02°20'41"E 173.01'

N02°20'41"W 135.32'

WOLF RANCH PARKWAY
(VARIABLE WIDTH R.O.W.)
(DOCUMENT 2005082790, OPR)

Ⓐ

LOT 1
CALLED 1.665 ACRES
CR 265 SUBDIVISION
CAB. EE, SLD. 237-238
INST. 2008025378
O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED
TRACT 1, LOT 1
WG GEORGETOWN PORTFOLIO, L.P.,
a Delaware limited partnership
TO
NNN GEORGETOWN TX OWNER LP,
a Delaware limited partnership
JUNE 05, 2018
INST. 2018051349
O.P.R.W.Co.TX.

SIDEWALK EASEMENT SE3
0.0355 ACRES
(1,545 SQ. FT.)

N47°36'44"W
10.72'

S47°36'44"E 59.99'

OHE

STATE OF TEXAS
REGISTERED
ALAN J HORTON
5768
PROFESSIONAL
LAND SURVEYOR

08/12/2025

NOTES:
1) 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE SURFACE VALUES IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00004 APPLIED.
3) ABSTRACTING COMPLETED IN MAY 2025.
4) FIELD SURVEY COMPLETED BETWEEN APRIL 29, 2025 AND MAY 01, 2025
5) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
SIDEWALK EASEMENT SE3

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					3 OF 4

REFERENCE:

Date: Aug 12, 2025, 10:25am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_4732\Parcel-Sidewalk Esmt 3.dwg

REFERENCES:

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. No. GT2503851
Texan Title Insurance Company
Date Effective: July 15, 2025
Date Issued: July 22, 2025

10. The following matters and all terms of the documents creating or offering evidence of the matters.

a. SUBJECT TO
b. SUBJECT TO
c. SUBJECT TO
d. SUBJECT TO
e. NOT A SURVEY ISSUE
f. NOT A SURVEY ISSUE
g. NOT A SURVEY ISSUE
h. SUBJECT TO
i. DOES NOT AFFECT
j. DOES NOT AFFECT
k. SUBJECT TO AS SHOWN
l. DOES NOT AFFECT
m. TERMS, CONDITIONS AND STIPULATIONS MAY APPLY
n. SUBJECT TO
o. TERMS, CONDITIONS AND STIPULATIONS MAY APPLY
p. TERMS, CONDITIONS AND STIPULATIONS MAY APPLY
q. TERMS, CONDITIONS AND STIPULATIONS MAY APPLY
r. NOT A SURVEY ISSUE
s. NOT A SURVEY ISSUE
t. SUBJECT TO

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
SIDEWALK EASEMENT SE3

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
						4 OF 4

REFERENCE:

Date: Aug 12, 2025, 10:25am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_4732\Parcel-Sidewalk Esmt 3.dwg

EXHIBIT "A"

County: Williamson
Roadway: Wolf Ranch Parkway
Project Limits: Memorial Dr./C.R. 265 to Rivery Blvd.

PROPERTY DESCRIPTION FOR PARCEL P2

A 0.2175 ACRE, (9,474 SQUARE FEET), TRACT OF LAND OUT OF LOT 3, A CALLED 2.41 ACRE TRACT, IN CR 265 SUBDIVISION, A SUBDIVISION OF RECORD IN THE CITY OF GEORGETOWN, TEXAS, AS RECORDED IN CABINET, (CAB.), EE, SLIDE, (SLD.), 237-238, SAME BEING INSTRUMENT NUMBER, (INST.) 2008025378, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.Co.TX.), SAID LOT 3, BEING DESCRIBED AS TRACT 1 IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN FROM ARK2K, INC., A TEXAS CORPORATION, TO GRAY FOX HOLDINGS LLC, A TEXAS LIMITED LIABILITY COMPANY, EXECUTED AUGUST 24, 2021, AS RECORDED IN INST. 2021128807, SAID 0.2175 ACRE TRACT BEING IN THE JOSEPH P. PULSIFER SURVEY No. 3G, ABSTRACT No. 498, WILLIAMSON COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a found iron rod with cap stamped "True Surv. 6614" for the northeast corner of Lot 1, being the northwest corner of Lot 2, being on the south line of Lot 3, all of said CR 265 Subdivision;

THENCE, South 87º40'22" West, (Record North 87°39'50" East) along and with the south line of Lot 3, being the north line of Lot 1, a distance of 253.20 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" on the proposed east Right-Of-Way, (R.O.W.), line of Wolf Ranch Parkway, for the southeast corner and POINT OF BEGINNING of the herein described Parcel P2, said point having surface coordinates of N 10,204,517.11 and E 3,124,716.89;

(1) THENCE, continuing South 87º40'22" West, along and with the north line of Lot 1, being the south line of Lot 3, a distance of 10.50 feet to a found iron with a cap stamped "RPLS 5784" on the curving existing east R.O.W. line of Wolf Ranch Parkway, (Variable width R.O.W.), as established in Inst. 2005082790, O.P.R.W.Co.TX. for the northwest corner of Lot 1, being the southwest corner of said Lot 3;

(2) THENCE, 40.21 feet along and with the curving existing east R.O.W. line, being the west line of Lot 3, with the arc of a curve to the left, having a radius of 400.00 feet, a delta angle of 5°45'34", a chord bearing of North 25º26'44" West, a distance of 40.19 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a Point-of-Reverse-Curvature, (P.R.C.) of a curve to the right, being the southernmost corner of a called 0.062 acre Exclusive R.O.W. Easement as established in Inst. 2005071013, O.P.R.W.Co.TX.;

EXHIBIT "A"

THENCE, along with the said Exclusive Right-of Way Easement, being the west line of Lot 3 the following three (3) courses and distances:

(3) 182.79 feet along and with the arc of a curve to the right, having a radius of 400.00 feet, a delta angle of 26°10'58", a chord bearing of North 15º50'42" West, a distance of 181.20 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson for a Point-of-Tangency, (P.T.);

(4) North 02º45'02" West, a distance of 63.14 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a Point-of-Intersection, (P.I.), corner;

(5) North 42º26'55" East, a distance of 13.66 feet to a set mag nail with a Pape-Dawson washer on the existing south R.O.W. line of County Road 265, (C.R. 265), locally known as Memorial Drive, (Variable width R.O.W.) as established in CR 265 Subdivision;

(6) THENCE, South 88º22'47" East, along and with said south R.O.W. line of Memorial Drive/C.R. 265 a distance of 108.89 feet to a set mag nail with a Pape-Dawson washer on the proposed east R.O.W. line of Wolf Ranch Parkway;

THENCE, along and with the proposed east R.O.W. line of Wolf Ranch Parkway, traversing over, across, and through Lot 3, the following four (4) courses and distances:

(7) South 58º38'16" West, a distance of 98.97 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a Point of Intersection, (P.I.), corner;

(8) South 03º57'59" East, a distance of 93.02 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.I. corner;

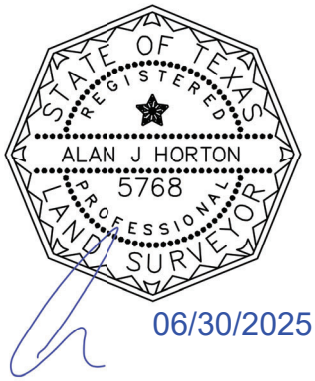
(9) South 13º49'04" East, a distance of 87.69 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.I. corner;

(10) South 20º49'48" East, a distance of 54.35 feet to the POINT OF BEGINNING and containing 0.2175 acres (9,474 square feet) in the City of Georgetown, Williamson County, Texas.

EXHIBIT "A"

All bearings and coordinates are based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00004.

Note: A parcel plat of even date was prepared in conjunction with this property description.



PREPARED BY:	Pape-Dawson Engineers, Texas Surveying Firm #10028800 10801 N. MoPac Expressway, Bldg. 3, Suite 200, Austin, Texas, 78759 (512) 454-8711
DATE:	June 30, 2025
JOB NO.	51423-04
DOC. ID.	H:\Survey\CIVIL\51423-04\dwg\Parcels\Legal Descriptions\Parcel P2 M&B.docx

NOTES:

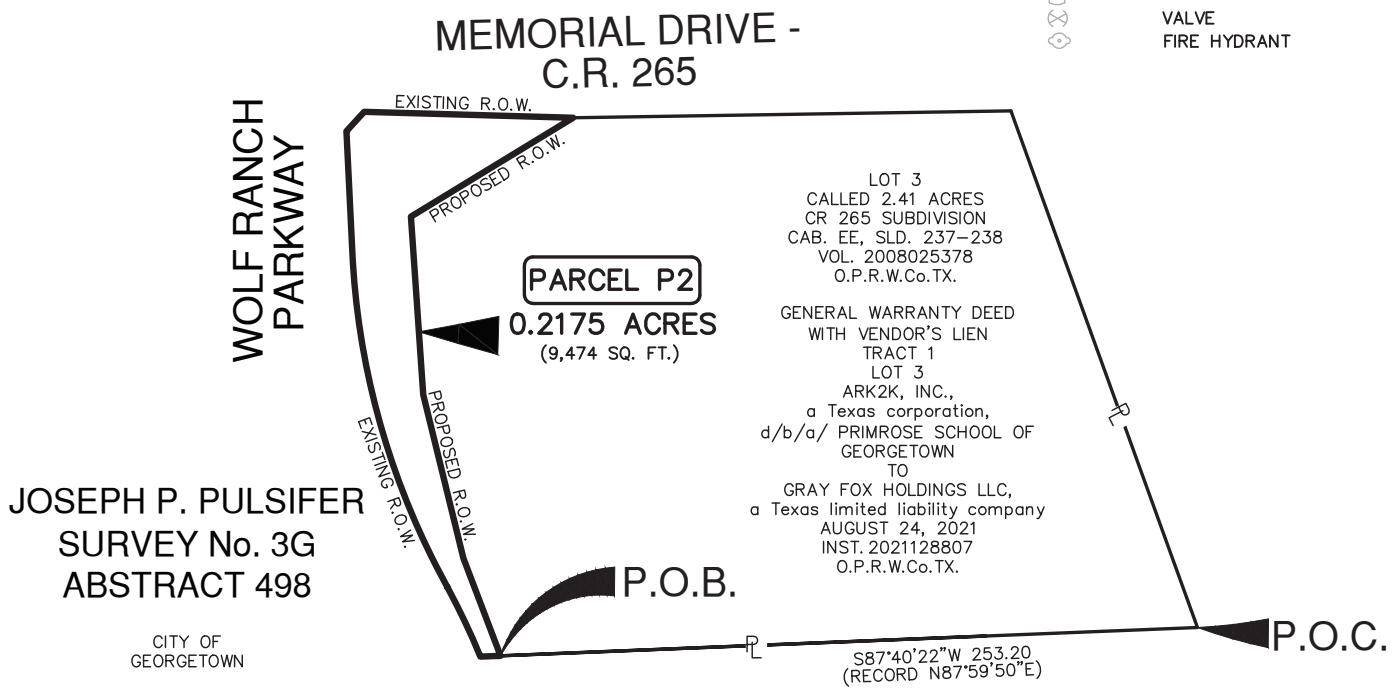
1) 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE SURFACE VALUES IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00004 APPLIED.
3) ABSTRACTING COMPLETED IN MAY 2025.
4) FIELD SURVEY COMPLETED BETWEEN APRIL 29, 2025 AND MAY 01, 2025
5) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

LEGEND:

C.R. 265	COUNTY ROAD 265 – MEMORIAL DRIVE
CAB	CABINET
D.P.R.W.Co.TX.	DEED AND PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.Co.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
FD	FOUND
FNC	FENCE
IR	IRON ROD
N.T.S.	NOT TO SCALE
O.P.R.W.Co.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT
( )	RECORD INFORMATION FROM DEED OR PLAT
INST.	INSTRUMENT
SLD.	SLIDE
●	FOUND 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" UNLESS NOTED OTHERWISE.
○	SET 5/8" IRON ROD WITH YELLOW PAPE-DAWSON CAP
△	SET MAG NAIL PAPE-DAWSON WASHER
N	LAND HOOK
———	PARCEL BOUNDARY LINE
——R——	ADJACENT PROPERTY LINE
	APPROXIMATE LOCATION OF ORIGINAL SURVEY LINE
——//——	WOODED PRIVACY FENCE
— — — —	RECORD R.O.W. PARCEL LINE

N.T.S.

GUY WIRE
PP POWER POLE
OHE OVERHEAD ELECTRIC LINE
X WIRE FENCE
LUMINARE STANDARD
SD STORM DRAIN MANHOLE
G GAS MARKER
VALVE
FIRE HYDRANT



STATE OF TEXAS
REGISTERED
ALAN J HORTON
5768
PROFESSIONAL
LAND SURVEYOR

06/30/2025

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

REV. NO.	DATE	DESCRIPTION	BY

WILLIAMSON COUNTY, TEXAS

PARCEL NO.	DEED ACREAGE	ACQUIRED ACRES (SQ.FT.)	ABSTRACT	ACRES (SQ.FT.) IN ORIGINAL SURVEY	REMAINDER
P2	2.41	0.2175 (9,474)	498	N/A	2.19 RT

PARCEL PLAT SHOWING
PARCEL P2

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	N.T.S.					4 OF 6

Date: Jun 27, 2025, 10:27am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_14632\Parcel P2.dwg

REFERENCE:

REFERENCES:

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. No. GT2503752
Texan Title Insurance Company
Date Effective: May 21, 2025
Date Issued: May 30, 2025

10. The following matters and all terms of the documents creating or offering evidence of the matters.

a. SUBJECT TO AS SHOWN
b. SUBJECT TO AS SHOWN
c. DOES NOT AFFECT
d. DOES NOT AFFECT
e. DOES NOT AFFECT
f. MAY AFFECT
g. MAY AFFECT
h. DOES NOT AFFECT
i. MAY AFFECT
j. DOES NOT AFFECT
k. TERMS, CONDITIONS AND PROVISIONS MAY APPLY
l. TERMS, CONDITIONS AND PROVISIONS MAY APPLY
m. TERMS, CONDITIONS AND PROVISIONS APPLY
n. TERMS, CONDITIONS AND PROVISIONS APPLY
o. NOT A SURVEY ISSUE
p. NOT A SURVEY ISSUE
q. MAY BE AFFECTED BY
r. NOT A SURVEY ISSUE
s. NOT A SURVEY ISSUE
t. NOT A SURVEY ISSUE
u. AFFECTS
v. NOT A SURVEY ISSUE
w. AFFECTS

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P2

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
						5 OF 6

REFERENCE:

Date: Jun 27, 2025, 10:27am User ID: dcaballero
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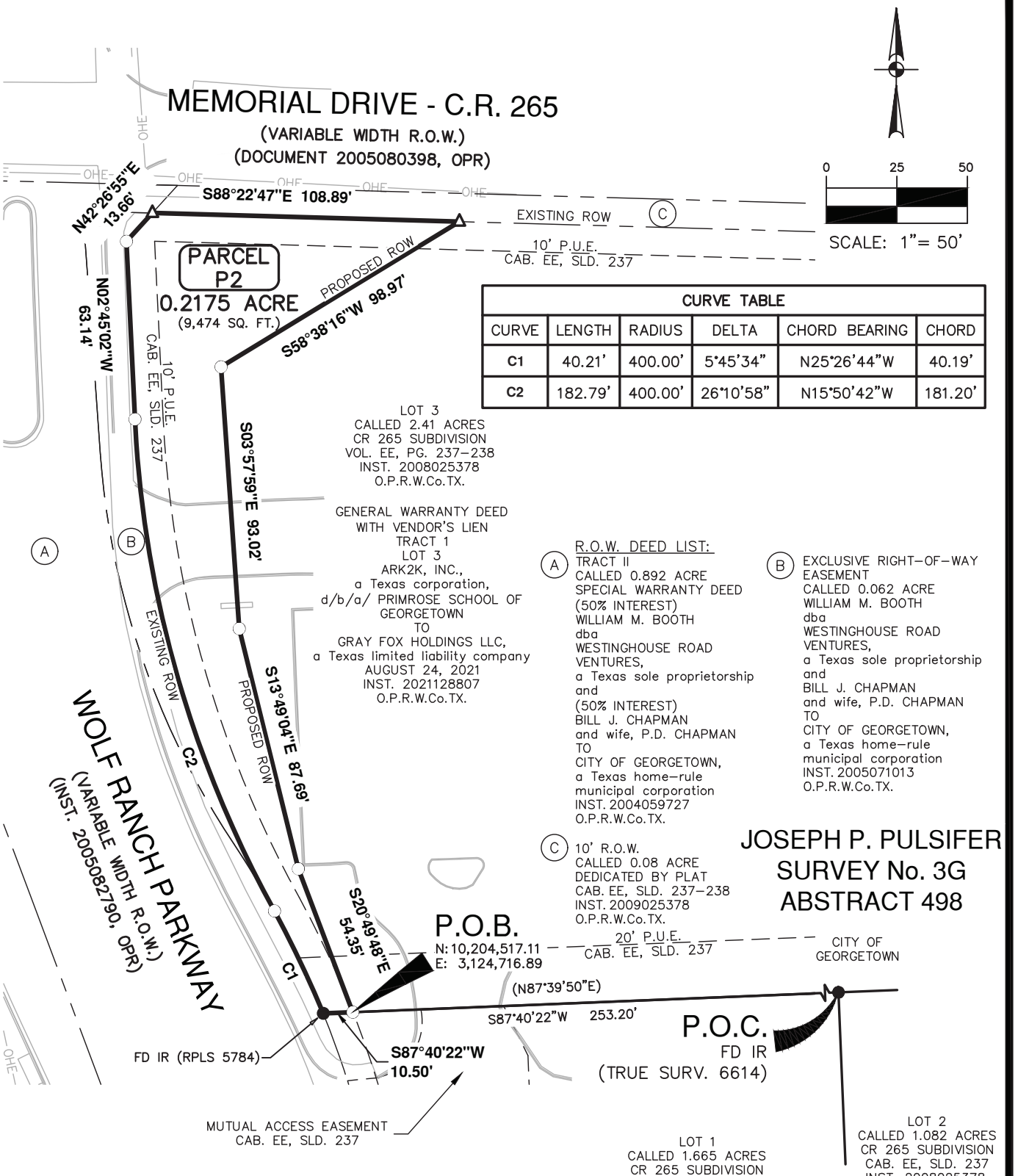


CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	40.21'	400.00'	5°45'34"	N25°26'44"W	40.19'
C2	182.79'	400.00'	26°10'58"	N15°50'42"W	181.20'

PAPE-DAWSON ENGINEERS

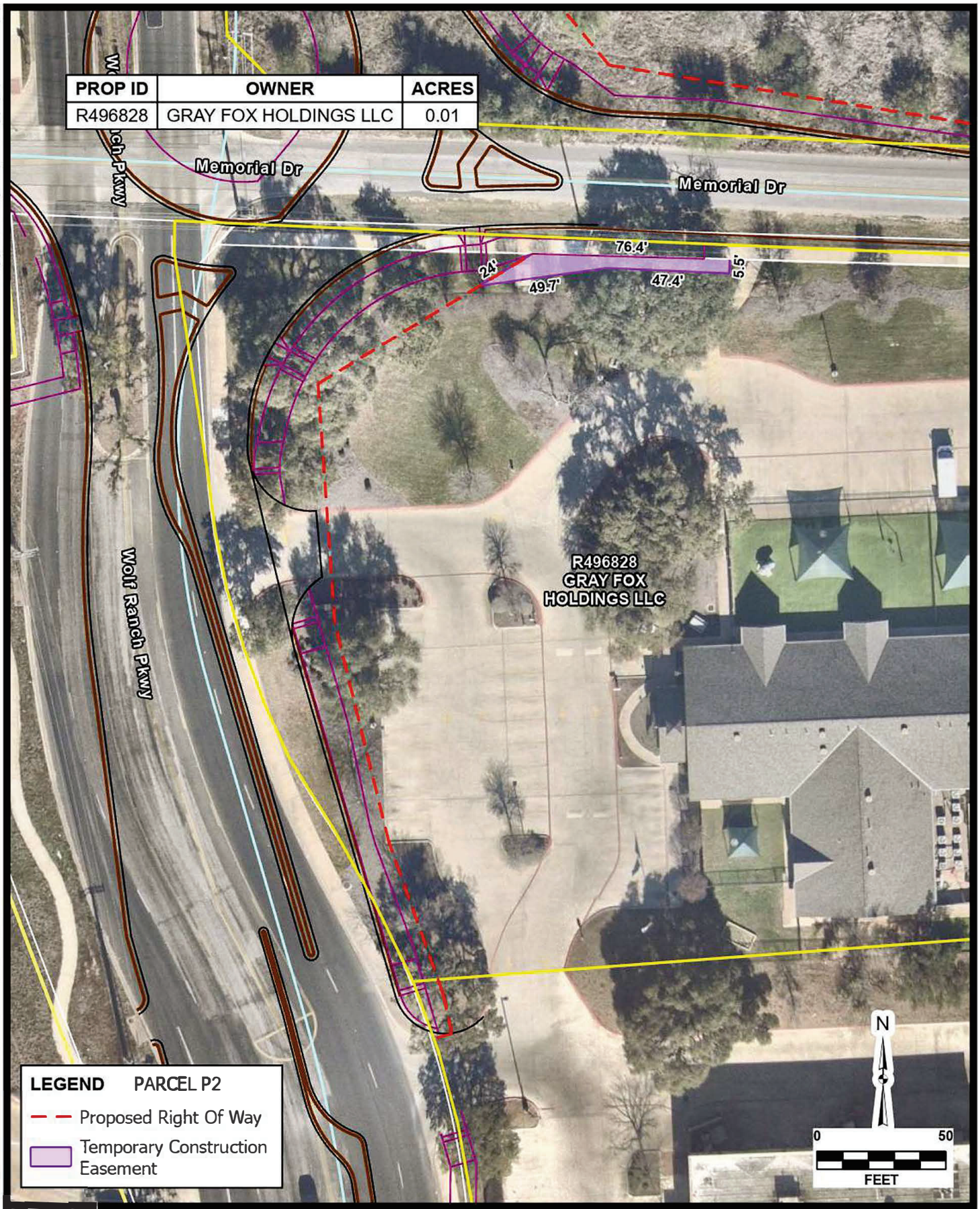
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P2

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					6 OF 6

Date: Jun 27, 2025, 10:27am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_14632\Parcel P2.dwg

REFERENCE:



AERIAL IMAGERY PROVIDED BY GOOGLE © UNLESS OTHERWISE NOTED. Imagery ©2026, CAPCOG,Digital Globe,Texas Orthoimagery Program, USDA Farm Service Agency,

Date: Mar 29, 2026 5:00 PM User: ehaster
File: H:\Projects\514123\04\GIS\ROW_Easement_Acquisition.aprx Layout: GRAY FOX HOLDINGS LLC Map: Layers Map Frame

JOB NO.	51423-04
DATE	Mar 2026
DESIGNER	JS
CHECKED	BC
DRAWN	EH
SHEET	1.0

GRAY FOX HOLDINGS LLC

GEORGETOWN, TEXAS

EASEMENT ACQUISITION EXHIBIT

PAPE-DAWSON

6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT "A"

County: Williamson
Roadway: Wolf Ranch Parkway
Project Limits: Memorial Dr. – C.R. 265 to Rivery Blvd.

PROPERTY DESCRIPTION FOR PARCEL P3

A 1.083 ACRE (47,177 SQUARE FEET) TRACT OF LAND OUT OF A REMAINDER PORTION OF TRACT FIVE, PARCEL ONE, A CALLED 202.149 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED FROM JUDY DEAN WOLF HINDELANG, SUSAN JANE WOLF ROBERTSON, JAY LEON WOLF, JR., IVA WOLF McLACHLAN, BRIAN ALAN McLACHLAN, AND AMANDA JUNE McLACHLAN TO WOLF LAKES, LP, A TEXAS LIMITED PARTNERSHIP, EXECUTED SEPTEMBER 30, 2013, RECORDED IN DOCUMENT NUMBER, (Doc. No.), 2013096286, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.Co.TX.), SAID PARCEL ONE DESCRIBED AS TRACT I IN VOLUME, (Vol.), 1997, PAGE, (Pg.), 953, O.R.W.Co.TX., SAID 1.083 ACRE TRACT BEING IN THE JOSEPH P. PULSIFER SURVEY No. 3G, ABSTRACT No. 498, PATENTED IN CONFLICT WITH THE ORVILL PERRY SURVEY No. 1, ABSTRACT 10, WILLIAMSON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for the westernmost Point-of-Intersection, (P.I.), corner for Lot 2, Block A, Wolf Ranch Village, Section 2, a subdivision in the City of Georgetown, as recorded in Doc. No. 2021177458, O.P.R.W.Co.TX., said subdivision being out of Tract five, Parcel One;

THENCE, South 34º51'09" East, (called North 34º51'09" West), along and with the southernmost west line of Lot 2, a distance of 5.52 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" on the proposed north Right-Of-Way, (R.O.W.), line of Memorial Drive, also known as County Road 265, (C.R. 265), for the easternmost north corner and POINT OF BEGINNING of the herein described Parcel P3, said point having surface coordinates of N 10,204,829.00 and E 3,125,254.67;

THENCE, South 34º51'09" East, continuing along and with a west line of Lot 2, passing at a distance of 8.38, feet a found 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for the southwest corner of Lot 2, being on the existing north R.O.W. line of Memorial Drive, C.R. 265, (variable width R.O.W.), as established by Wolf Ranch Village, Section 2, continuing for a total distance of 12.39 feet to a found capped iron rod stamped "Pape-Dawson" for the southeast corner of the remainder portion of Parcel One, being on the existing north R.O.W. line of Memorial Drive, C.R. 265, as established in Doc. No. 2005080398, O.P.R.W.Co.TX.

EXHIBIT “A”

THENCE, with the existing north R.O.W. line of Memorial Drive, C.R. 265, the existing east R.O.W. line of Wolf Ranch Parkway, (variable width R.O.W.), as established in Doc. No. 2005082790, O.P.R.W.Co.TX., and the existing south R.O.W. line of Legacy Crossing, as established in Doc. No. 2005082790, O.P.R.W.Co.TX., being the south, west, and north lines of the remainder of Parcel One, the following Eleven (11) courses and distances:

(1) North 79º52’49” West, a distance of 33.87 feet to a found 1/2 inch iron rod for a P.I. corner;

(2) North 87º21’56” West, a distance of 561.63 feet to a found iron rod with cap stamped "ALL COUNTY” for a P.I. corner;

(3) North 44º47’54” West, a distance of 44.20 feet to a found iron rod with cap stamped "STEGER & BIZZELL” for a P.I. corner;

(4) North 02º14’36” West, a distance of 23.36 feet to a found iron rod with cap stamped "STEGER & BIZZELL” for a Point of Curvature, (P.C.), for a curve to the left;

(5) 130.33 feet along the arc of said curve to the left, having a radius of 975.50 feet, a delta angle of 07°39’17”, a chord bearing of North 06º04’14” West, a distance of 130.23 feet to found 5/8 inch iron rod for a Point of Reverse Curvature, (P.R.C.), for a curve to the right;

(6) 94.99 feet along the arc of said curve to the right, having a radius of 930.50 feet, a delta angle of 05°50’57”, a chord bearing of North 06º58’24” West, a distance of 94.95 feet to found iron rod with cap stamped "STEGER & BIZZELL” for a Point of Compound Curvature, (P.C.C.), for another curve to the right;

(7) 412.89 feet along the arc of said curve to the right, having a radius of 1968.00 feet, a delta angle of 12°01’14”, a chord bearing of North 01º57’42” East, a distance of 412.13 feet to set 5/8 inch iron rod with yellow cap stamped “Pape-Dawson” for a P.R.C., for a curve to the left;

(8) 237.33 feet along the arc of said curve to the left, having a radius of 2032.00 feet, a delta angle of 06°41’31”, a chord bearing of North 04º37’34” East, a distance of 237.20 feet to found 1/2 inch iron rod for a Point of Tangency, (P.T.);

(9) North 01º16’48” East, a distance of 35.01 feet to a found 5/8 inch iron rod with yellow cap stamped “Pape-Dawson”, for a P.I. corner;

(10) North 46º16’30” East, a distance of 35.36 feet to a found 5/8 inch iron rod with yellow cap stamped “Pape-Dawson”, for a P.I. corner;

EXHIBIT "A"

(11) South 88°43'30" East, a distance of 27.15 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a P.I. corner;

THENCE, traversing over, across, and through the remainder portion of Parcel One, with the proposed east R.O.W. line of Wolf Ranch Parkway and the proposed north R.O.W. line of Memorial Drive, C.R. 265, the following four (11) courses and distances:

(12) South 48º10'24" West, a distance of 30.32 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.I. corner;

(13) South 02º16'24" West, a distance of 305.70 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.I. corner;

(14) South 10º01'23" West, a distance of 91.21 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.I. corner;

(15) South 05º35'11" West, a distance of 185.17 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.I. corner;

(16) South 02º16'24" West, a distance of 16.19 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.C. of a curve to the left;

(17) 227.01 along the arc of said curve to the left, having a radius of 429.51 feet, a delta angle of 30°16'57", a chord bearing of South 12º45'54" East, a distance of 224.38 to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.T.;

(18) South 39º19'38" East, a distance of 169.35 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.I. corner;

(19) South 80º49'05" East, a distance of 141.81 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.I. corner;

(20) South 87º21'56" East, a distance of 241.48 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.C. of a curve to the right;

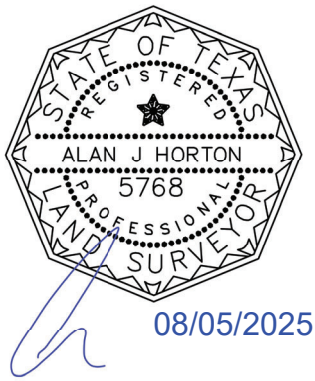
(21) 46.57 feet along the arc of said curve to the right, having a radius of 2211.28 feet, a delta angle of 01°12'24", a chord bearing of South 87º17'08" East, a distance of 46.57 feet set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.C.C., for another curve to the right;

EXHIBIT "A"

(22) 42.95 feet along the arc of said curve to the right, having a radius of 343.00 feet, a delta angle of 07°10'27", a chord bearing of South 82º39'45" East, a distance of 42.92 feet to the POINT OF BEGINNING and containing 1.083 acres (47,177 square feet) in the City of Georgetown, Williamson County, Texas.

All bearings and coordinates are based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00004.

Note: A parcel plat of even date was prepared in conjunction with this property description.



PREPARED BY: Pape-Dawson Engineers, Texas Surveying Firm #10028800
10801 N. MoPac Expressway, Bldg. 3, Suite 200, Austin, Texas, 78759
(512) 454-8711
DATE: August 5, 2025
JOB NO. 51496-01
DOC. ID. H:\Survey\CIVIL\51423-04\dwg\Parcels\Legal Descriptions\Parcel P3 M&B.docx

NOTES:

1) 5/8" IRON ROD WITH CAP STAMPED "PAPE–DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE SURFACE VALUES IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00004 APPLIED.
3) ABSTRACTING COMPLETED IN MAY 2025.
4) FIELD SURVEY COMPLETED BETWEEN MAY, 2025 AND JULY, 2025
5) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

CITY OF
GEORGETOWN

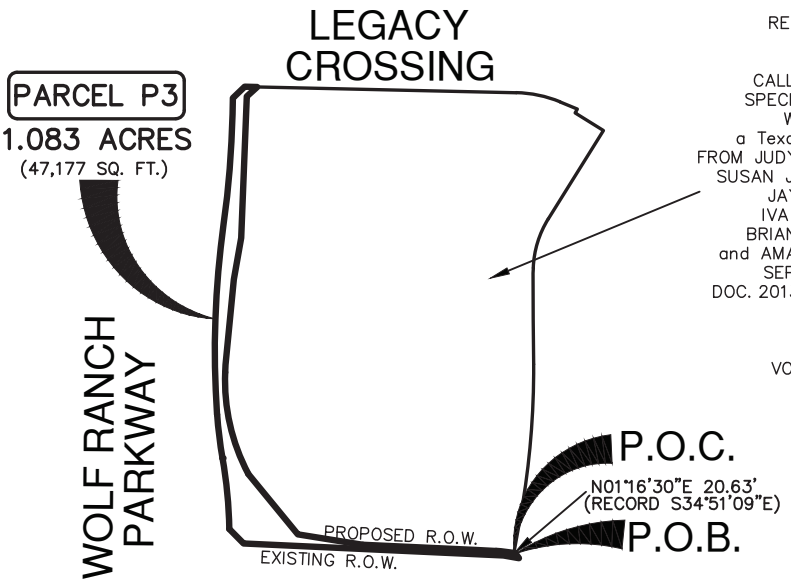
JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH THE ORVILL
PERRY SURVEY No 1, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

LEGEND:

C.R. 265	COUNTY ROAD 265 – MEMORIAL DRIVE
FD	FOUND
FNC	FENCE
INST.	INSTRUMENT NUMBER
IR	IRON ROD
N.T.S.	NOT TO SCALE
O.P.R.W.Co.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PR	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT
( )	RECORD INFORMATION FROM DEED OR PLAT

N.T.S.

●	FOUND 5/8" IRON ROD WITH CAP STAMPED "PAPE–DAWSON" UNLESS NOTED OTHERWISE.
○	SET 5/8" IRON ROD WITH YELLOW PAPE–DAWSON CAP
N	LAND HOOK
———	PARCEL BOUNDARY LINE
——PL——	ADJACENT PROPERTY LINE
	APPROXIMATE LOCATION OF ORIGINAL SURVEY LINE
—— // ——	WOODED PRIVACY FENCE
— — — —	RECORD R.O.W. PARCEL LINE
	GUY WIRE
PP	POWER POLE
OHE	OVERHEAD ELECTRIC LINE
X	WIRE FENCE
	LUMINARE STANDARD
STD	STORM DRAIN MANHOLE
G	GAS MARKER
	VALVE
	FIRE HYDRANT



REMAINDER PORTION
TRACT FIVE
PARCEL ONE
CALLED 202.149 ACRES
SPECIAL WARRANTY DEED
WOLF LAKES, LP,
a Texas limited partnership
FROM JUDY DEAN WOLF HINDELANG,
SUSAN JANE WOLF ROBERTSON,
JAY LEON WOLF, JR.
IVA WOLF McLACHLAN
BRIAN ALAN McLACHLAN,
and AMANDA JUNE McLACHLAN
SEPTEMBER 30, 2013
DOC. 2013096286, O.P.R.W.Co.TX.

DESCRIBED AS
TRACT I
VOL. 1997, PG. 953
O.P.R.W.Co.TX.



08/05/2025

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLD 3, STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

REV. NO.	DATE	DESCRIPTION	BY

WILLIAMSON COUNTY, TEXAS

PARCEL NO.	DEED ACREAGE	ACQUIRED ACRES (SQ.FT.)	ABSTRACT	ACRES (SQ.FT.) IN ORIGINAL SURVEY	REMAINDER
P3	202.149	1.083 (47,177)	498	N/A	201.066 RT

PARCEL PLAT SHOWING
PARCEL P3

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			
X	WILLIAMSON	TEXAS	JULY 2025			
DIST.	SCALE		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	N.T.S.					5 OF 11

REFERENCE:

Date: Aug 05, 2025, 8:14am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_16412\Parcel P3.dwg

REFERENCES:

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. No. GT2503715
Texan Title Insurance Company
Date Effective: July 9, 2025
Date Issued: July 21, 2025

10. The following matters and all terms of the documents creating or offering evidence of the matters.

a. SUBJECT TO
b. SUBJECT TO
c. SUBJECT TO
d. SUBJECT TO
e. MAY BE SUBJECT TO
f. MAY BE SUBJECT TO
g. MAY BE SUBJECT TO
h. TERMS, CONDITIONS & PROVISIONS MAY APPLY
i. DOES NOT AFFECT
j. TERMS, CONDITIONS & PROVISIONS MAY APPLY
k. TERMS, CONDITIONS & PROVISIONS MAY APPLY
l. DOES NOT AFFECT
m. SUBJECT TO
n. MAY BE SUBJECT TO
o. SUBJECT TO AS SHOWN
p. TERMS, CONDITIONS & PROVISIONS MAY APPLY
q. TERMS, CONDITIONS & PROVISIONS MAY APPLY
r. TERMS, CONDITIONS & PROVISIONS MAY APPLY
s. TERMS, CONDITIONS & PROVISIONS MAY APPLY
t. SUBJECT TO
u. TERMS, CONDITIONS & PROVISIONS MAY APPLY
v. TERMS, CONDITIONS & PROVISIONS MAY APPLY
w. DOES NOT AFFECT
x. TERMS, CONDITIONS & PROVISIONS MAY APPLY
y. SUBJECT TO AS SHOWN
z. SUBJECT TO
aa. NOT A SURVEY ISSUE
bb. MAY BE SUBJECT TO
cc. NOT A SURVEY ISSUE
dd. NOT A SURVEY ISSUE
ee. NOT A SURVEY ISSUE
ff. NOT A SURVEY ISSUE
gg. NOT A SURVEY ISSUE

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLD 3, STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P3

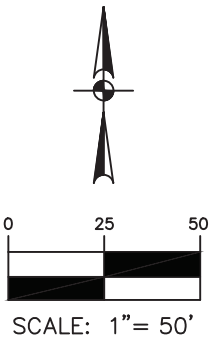
FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			
X	WILLIAMSON	TEXAS	JULY 2025			
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
						6 OF 11

REFERENCE:

Date: Aug 05, 2025, 8:14am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_16412\Parcel P3.dwg

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C6	46.57'	2211.28'	1°12'24"	S87°17'08"E	46.57'
C7	42.95'	343.00'	7°10'27"	S82°39'45"E	42.92'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S34°51'09"E	12.39'
L2	N79°52'49"W	33.87'



MATCH LINE SHEET 8 OF 11

REMAINDER PORTION
TRACT FIVE
PARCEL ONE
CALLED 202.149 ACRES
SPECIAL WARRANTY DEED
WOLF LAKES, LP,
a Texas limited partnership
FROM JUDY DEAN WOLF HINDELANG,
SUSAN JANE WOLF ROBERTSON,
JAY LEON WOLF, JR.
IVA WOLF McLACHLAN
BRIAN ALAN McLACHLAN,
and AMANDA JUNE McLACHLAN
SEPTEMBER 30, 2013
DOC. 2013096286, O.P.R.W.Co.TX.

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CITY OF
GEORGETOWN

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH THE ORVILL
PERRY SURVEY No 1, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

CALLED 12.043 ACRES
LOT 2, BLOCK A
WOLF LAKES VILLAGE SECTION 2
INST. 2021177458,
O.P.R.W.Co.TX.

PARCEL P3
1.083 ACRES
(47,177 SQ. FT.)

S87°21'56"E
241.48'

P.O.C.

S34°51'09"E 5.52'
(RECORD N34°51'09"W)

P.O.B.
N: 10,204,829.00
E: 3,125,254.67

C6
C7
L1
L2

PROPOSED ROW
EXISTING ROW

N87°21'56"W 561.63'

1/2"IR

IR (PAPE DAWSON)

IR (PAPE DAWSON)

MEMORIAL DRIVE - C.R. 265
(VARIABLE WIDTH R.O.W.)
(INST. 2005080398, O.P.R.W.Co.TX.)

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLD 3, STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P3

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			
X	WILLIAMSON	TEXAS	JULY 2025			
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					7 OF 11

REFERENCE:

Date: Aug 05, 2025, 8:14am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_16412\Parcel P3.dwg



0 25 50

SCALE: 1"= 50'

CITY OF
GEORGETOWN

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH THE ORVILL
PERRY SURVEY No 1, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

REMAINDER PORTION
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MATCH LINE SHEET 9 OF 11

MATCH LINE SHEET 7 OF 11

PARCEL P3
1.083 ACRES
(47,177 SQ. FT.)

S80°49'05"E
141.81'

PROPOSED ROW

S87°21'56"E 241.48'

EXISTING ROW

N87°21'56"W 561.63'

MEMORIAL DRIVE - C.R. 265
(VARIABLE WIDTH R.O.W.)
(INST. 2005080398, O.P.R.W.Co.TX.)

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PARCEL PLAT SHOWING
PARCEL P3

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			
X	WILLIAMSON	TEXAS	JULY 2025			
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					8 OF 11

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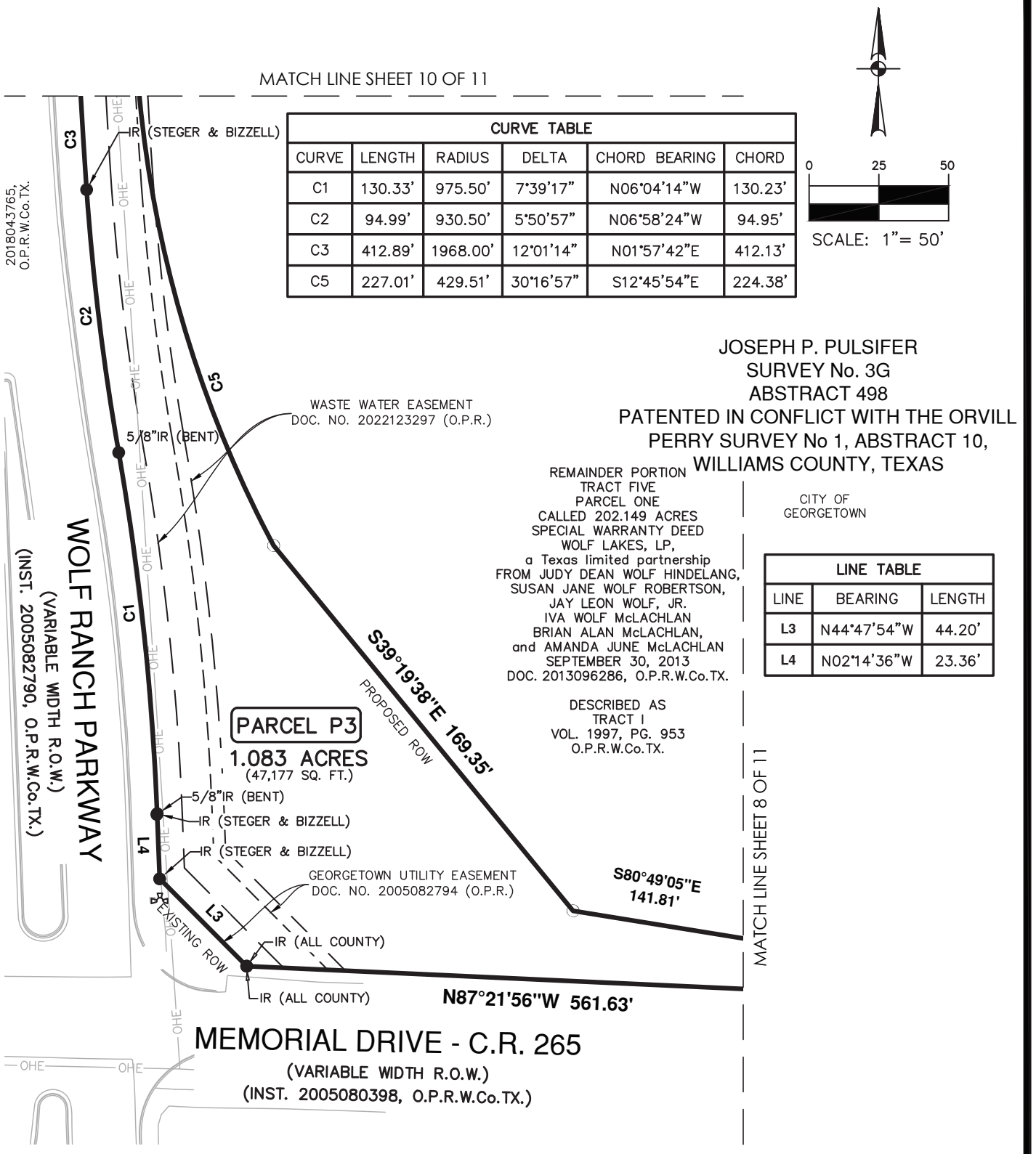

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	130.33'	975.50'	7°39'17"	N06°04'14"W	130.23'
C2	94.99'	930.50'	5°50'57"	N06°58'24"W	94.95'
C3	412.89'	1968.00'	12°01'14"	N01°57'42"E	412.13'
C5	227.01'	429.51'	30°16'57"	S12°45'54"E	224.38'

LINE TABLE		
LINE	BEARING	LENGTH
L3	N44°47'54"W	44.20'
L4	N02°14'36"W	23.36'

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLD 3, STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P3

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			
X	WILLIAMSON	TEXAS	JULY 2025			
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					9 OF 11

Date: Aug 05, 2025, 8:14am User ID: dcaballero
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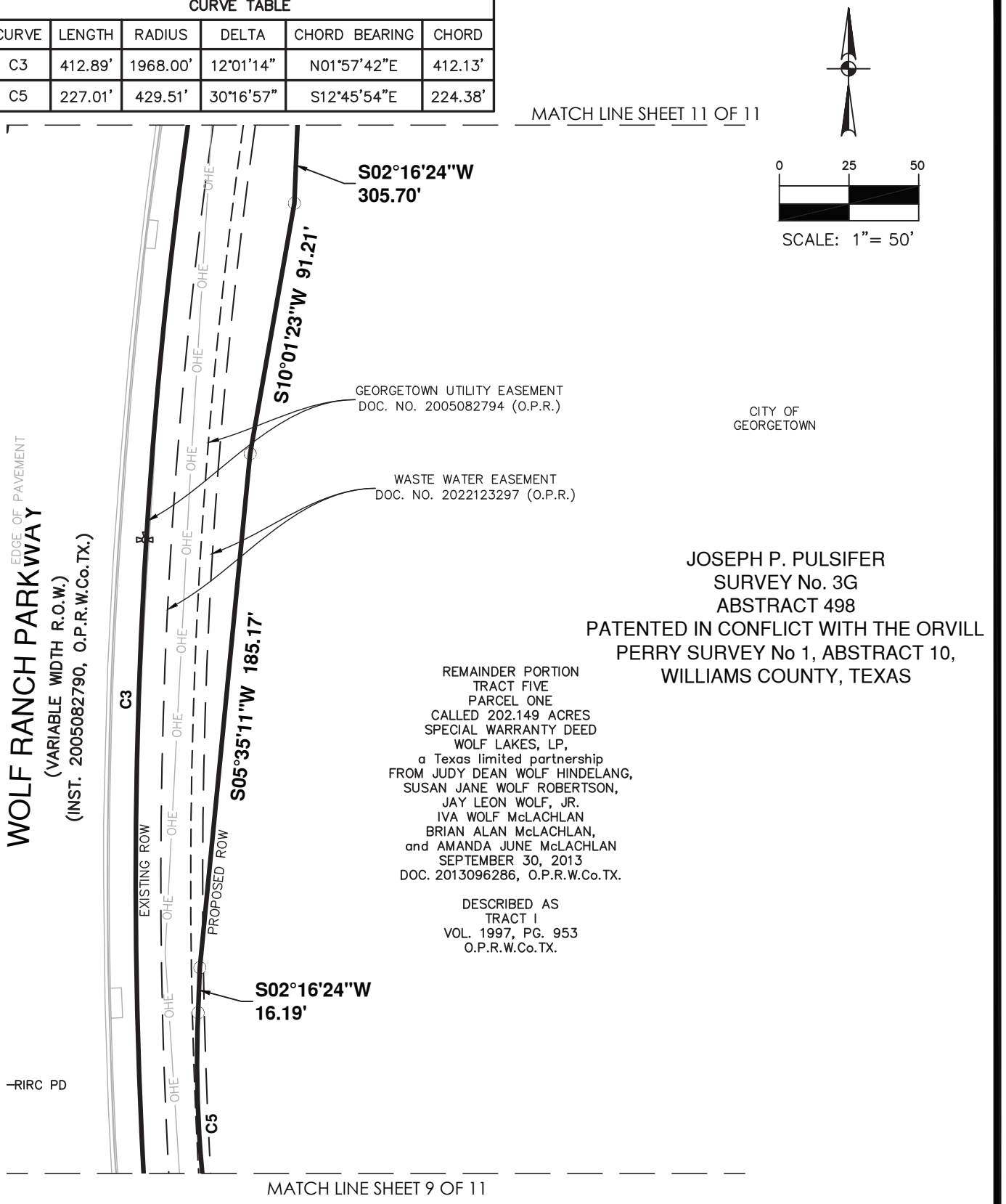
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C3	412.89'	1968.00'	12°01'14"	N01°57'42"E	412.13'
C5	227.01'	429.51'	30°16'57"	S12°45'54"E	224.38'



JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH THE ORVILL
PERRY SURVEY No 1, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

REMAINDER PORTION
TRACT FIVE
PARCEL ONE
CALLED 202.149 ACRES
SPECIAL WARRANTY DEED
WOLF LAKES, LP,
a Texas limited partnership
FROM JUDY DEAN WOLF HINDELANG,
SUSAN JANE WOLF ROBERTSON,
JAY LEON WOLF, JR.
IVA WOLF McLACHLAN
BRIAN ALAN McLACHLAN,
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SEPTEMBER 30, 2013
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PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLD 3, STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P3

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			
X	WILLIAMSON	TEXAS	JULY 2025			
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					10 OF 11

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JOSEPH P. PULSIFER
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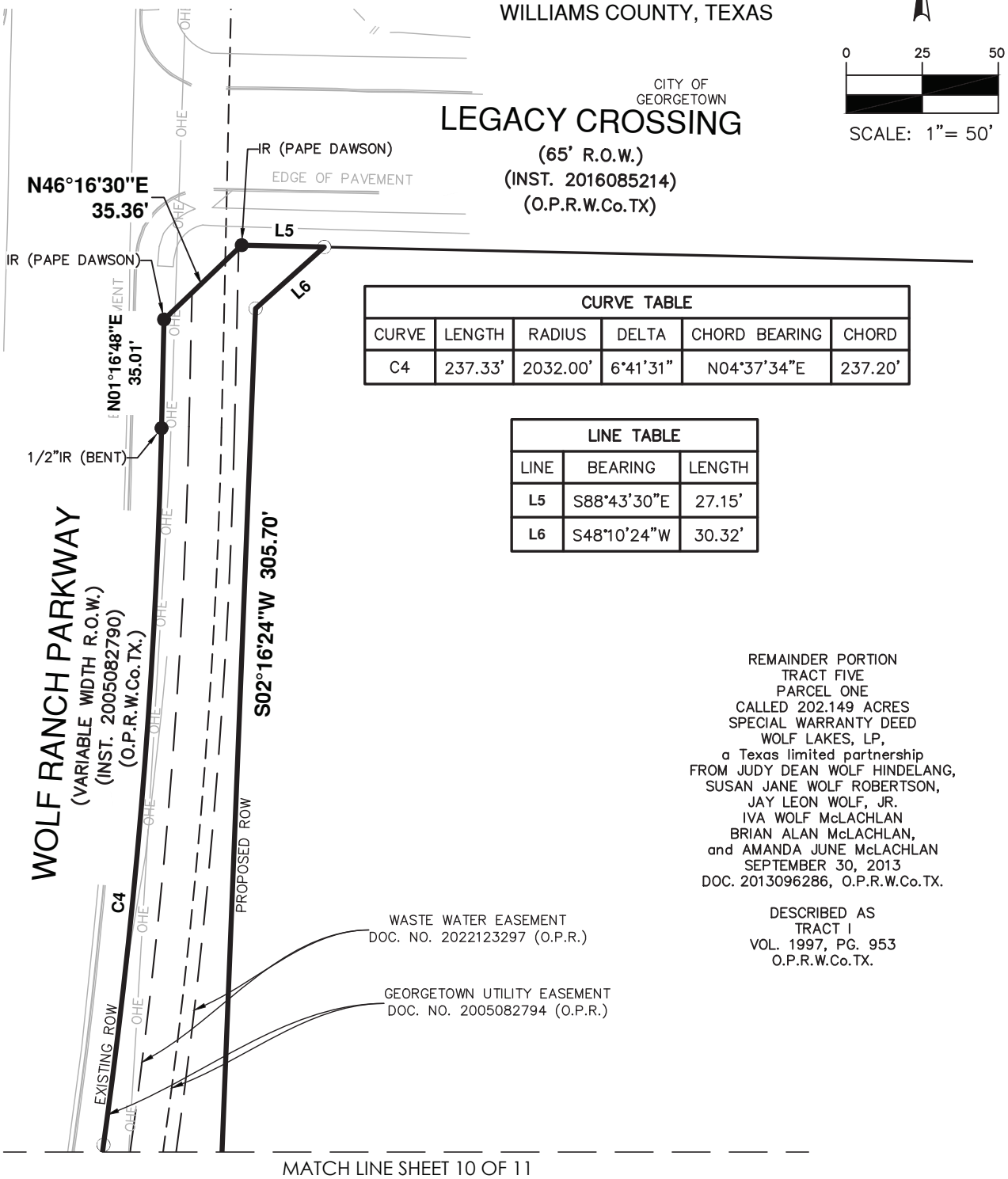
WILLIAMS COUNTY, TEXAS



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C4	237.33'	2032.00'	6°41'31"	N04°37'34"E	237.20'

LINE TABLE		
LINE	BEARING	LENGTH
L5	S88°43'30"E	27.15'
L6	S48°10'24"W	30.32'

REMAINDER PORTION
TRACT FIVE
PARCEL ONE
CALLED 202.149 ACRES
SPECIAL WARRANTY DEED
WOLF LAKES, LP,
a Texas limited partnership
FROM JUDY DEAN WOLF HINDELANG,
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MATCH LINE SHEET 10 OF 11

PAPE-DAWSON ENGINEERS
SAN ANTONIO I AUSTIN I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLD 3, STE 200 I AUSTIN , TX 78759 I 512.454.8711
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P3

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			
X	WILLIAMSON	TEXAS	JULY 2025			
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					11 OF 11

REFERENCE:

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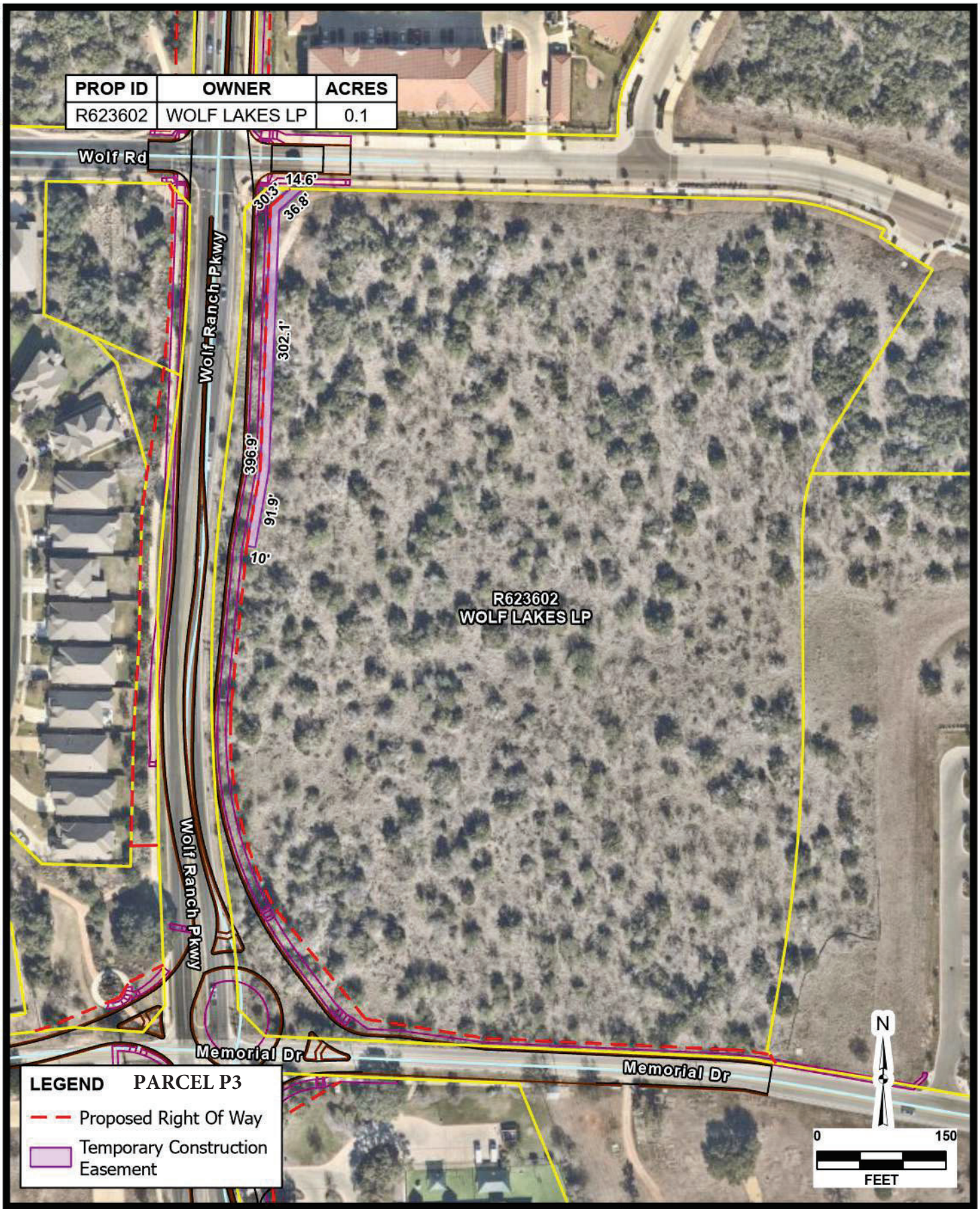


AERIAL IMAGERY PROVIDED BY GOOGLE © UNLESS OTHERWISE NOTED. Imagery ©2026, CAPCOG,Digital Globe,Texas Orthoimagery Program, USDA Farm Service Agency

Date: Mar 29, 2026 5:46 PM User: ehaster
File: H:\Projects\51423\04\GIS\ROW_Easement_Acquisition.aprx Layout: WOLF LAKES LP Map: Layers Map Frame

JOB NO.	51423-04
DATE	Mar 2026
DESIGNER	JS
CHECKED	BC
DRAWN	EH
SHEET	1.0

WOLF LAKES LP

GEORGETOWN, TEXAS

EASEMENT ACQUISITION EXHIBIT

PAPE-DAWSON
6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT "A"

County: Williamson
Roadway: Wolf Ranch Parkway
Project Limits: Memorial Dr. – C.R. 265 to Rivery Blvd.

PROPERTY DESCRIPTION FOR PARCEL P7

A 0.3513 ACRE (15,304 SQUARE FEET) TRACT OF LAND OUT OF LOT 2, A CALLED 14.065 ACRE TRACT, IN BLOCK A, WOLF LAKES VILLAGE SECTION 1, PHASES 1 & 2, A SUBDIVISION OF RECORD IN THE CITY OF GEORGETOWN AS RECORDED IN DOCUMENT NUMBER, (DOC. No.), 2021171737, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.Co.TX.), SAID WOLF LAKES VILLAGE SECTION 1, PHASES 1 & 2, PLATTED OUT OF A CALLED 14.073 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED FROM WOLF LAKES, LP, A TEXAS LIMITED PARTNERSHIP, TO RESIDENCES AT WOLF LAKES LP, A TEXAS LIMITED PARTNERSHIP, (OWNERSHIP RETAINED) EXECUTED SEPTEMBER 22, 2013, RECORDED IN DOC. No. 2021149024, O.P.R.W.Co.TX., AND A REMAINDER PORTION OF TRACT FIVE, PARCEL ONE, A CALLED 202.149 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED FROM JUDY DEAN WOLF HINDELANG, SUSAN JANE WOLF ROBERTSON, JAY LEON WOLF, JR., IVA WOLF McLACHLAN, BRIAN ALAN McLACHLAN, AND AMANDA JUNE McLACHLAN TO WOLF LAKES, LP, A TEXAS LIMITED PARTNERSHIP, EXECUTED SEPTEMBER 30, 2013, RECORDED IN DOC. No. 2013096286, O.P.R.W.Co.TX., SAID PARCEL ONE DESCRIBED AS TRACT I IN VOLUME, (Vol.), 1997, PAGE, (Pg.), 953, O.R.W.Co.TX., SAID 0.3513 ACRE TRACT BEING IN IN THE JOSEPH P. PULSIFER SURVEY No. 3G, ABSTRACT No. 498, PATENTED IN CONFLICT WITH THE ORVILL PERRY SURVEY No. 1, ABSTRACT 10, WILLIAMSON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a found "X" marked in concrete for the southeast corner of Lot 2, being at the intersection of the existing west Right-Of-Way, (R.O.W.), line of Bella June Drive, (64 foot wide R.O.W.), as established in Wolf Lakes Village Section 1, Phases 1 & 2, and the existing north R.O.W. line of Legacy Crossing, (70 foot wide R.O.W.), as established in Wolf Lakes Village Section 1, Phases 1 & 2;

THENCE, North 88º43'30" West, (Record North 88º43'30" West), along and with existing north R.O.W line of the Legacy Crossing, being the south line of Lot 2, a distance of 381.95 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" on the proposed east R.O.W., line of Wolf Ranch Parkway, for the southeast corner and POINT OF BEGINNING of the herein described Parcel P7, said point having surface coordinates of N 10,205,906.24 and E 3,124,695.80;

EXHIBIT "A"

THENCE, continuing with the existing north R.O.W. line of Legacy Crossing, being the south line Lot 2 the following two (2) courses and distances:

(1) North 88º43'30" West, a distance of 24.65 feet to a found 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for the southernmost west corner of Lot 2;

(2) North 43º43'21" West, a distance of 22.63 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" on the existing east R.O.W. line of Wolf Ranch Parkway, (variable width R.O.W.), as established in Wolf Lakes Village Section 1, Phases 1 & 2, from which a found 5/8 inch iron rod with yellow cap stamped "Pape Dawson" for the original westernmost south corner of Lot 2, being on the former east R.O.W. line of WOLF Ranch Parkway, as established in Doc. No. 2005082790, O.P.R.W.Co.TX., bears North 43º43'21" West, a distance of 12.73 feet;

THENCE, with the existing east R.O.W. line of Wolf Ranch Parkway, (variable width R.O.W.), as established in Wolf Lakes Village Section 1, Phases 1 & 2, the following two (2) courses and distances:

(3) North 01º16'48" East, a distance of 557.24 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a Point of Curvature, (P.C.), for a curve to the right, from which a found 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for the P.C. of Lot 2, bears, North 89º40'35" West, a distance of 9.00 feet;

(4) 436.40 feet along the arc of said curve to the right, having a radius of 959.00 feet, a delta angle of 26°04'22", a chord bearing of North 14º18'59" East, a distance of 432.64 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" on the northeast line of Lot 2, being the southwest line of Lot 1, a called 4.674 acre tract, in Block A, Wolf Lakes Village Section 1, Phases 1 & 2, , from which a found 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for the original northwest corner of Lot 2, being the original southwest corner of Lot 1, bears North 62°50'51" West, a distance of 9.00 feet;

THENCE, South 62º50'51" East, with the northeast line of Lot 2, being the southwest line of Lot 1, a distance of 15.00 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" on the proposed curving easterly R.O.W. line of Wolf Ranch Parkway;

EXHIBIT "A"

THENCE, along and with the proposed easterly R.O.W. line of Wolf Ranch Parkway, traversing over, across, and through Lot 2, the following three (3) courses and distances:

(5) 429.63 feet along the arc of a curve to the left, having a radius of 943.62 feet, a delta angle of 26°05'11", a chord bearing of South 14º19'04" West, a distance of 425.92 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a Point of Tangency, (P.T.);

(6) South 01º16'48" West, a distance of 546.67 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a Point of Intersection, (P.I.) corner;

(7) South 42º43'36" East, a distance of 36.93 feet to the POINT OF BEGINNING and containing 0.3513 acres (15,304 square feet) in the City of Georgetown, Williamson County, Texas.

All bearings and coordinates are based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00004.

Note: A parcel plat of even date was prepared in conjunction with this property description.



PREPARED BY: Pape-Dawson Engineers, Texas Surveying Firm #10028800
10801 N. MoPac Expressway, Bldg. 3, Suite 200, Austin, Texas, 78759
(512) 454-8711
DATE: August 13, 2025
JOB NO. 51423-04
DOC. ID. H:\Survey\CIVIL\51423-04\dwg\Parcels\Legal Descriptions\Parcel P7 M&B.docx

NOTES:

1) 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE SURFACE VALUES IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00004 APPLIED.
3) ABSTRACTING COMPLETED IN _____ 2025.
4) FIELD SURVEY COMPLETED BETWEEN _____, 2025 AND _____, 2025
5) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

LEGEND:

C.R. 265	COUNTY ROAD 265 – MEMORIAL DRIVE
Doc. No.	DOCUMENT NUMBER
D.P.R.W.Co.TX.	DEED AND PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.Co.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
FD	FOUND
FNC	FENCE
IR	IRON ROD
N.T.S.	NOT TO SCALE
SQ. FT.	SQUARE FEET
O.P.R.W.Co.TX.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
PR	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT
( )	RECORD INFORMATION FROM DEED OR PLAT
●	FOUND 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" UNLESS NOTED OTHERWISE.
○	SET 5/8" IRON ROD WITH YELLOW PAPE-DAWSON CAP
N	LAND HOOK
	PARCEL BOUNDARY LINE
PL	ADJACENT PROPERTY LINE
	APPROXIMATE LOCATION OF ORIGINAL SURVEY LINE
//	WOODED PRIVACY FENCE
	RECORD R.O.W. PARCEL LINE
	GUY WIRE
PP	POWER POLE
OHE	OVERHEAD ELECTRIC LINE
X	WIRE FENCE
	LUMINARE STANDARD LIGHT POLE
ST	STORM DRAIN MANHOLE
G	GAS MARKER
	VALVE
	FIRE HYDRANT

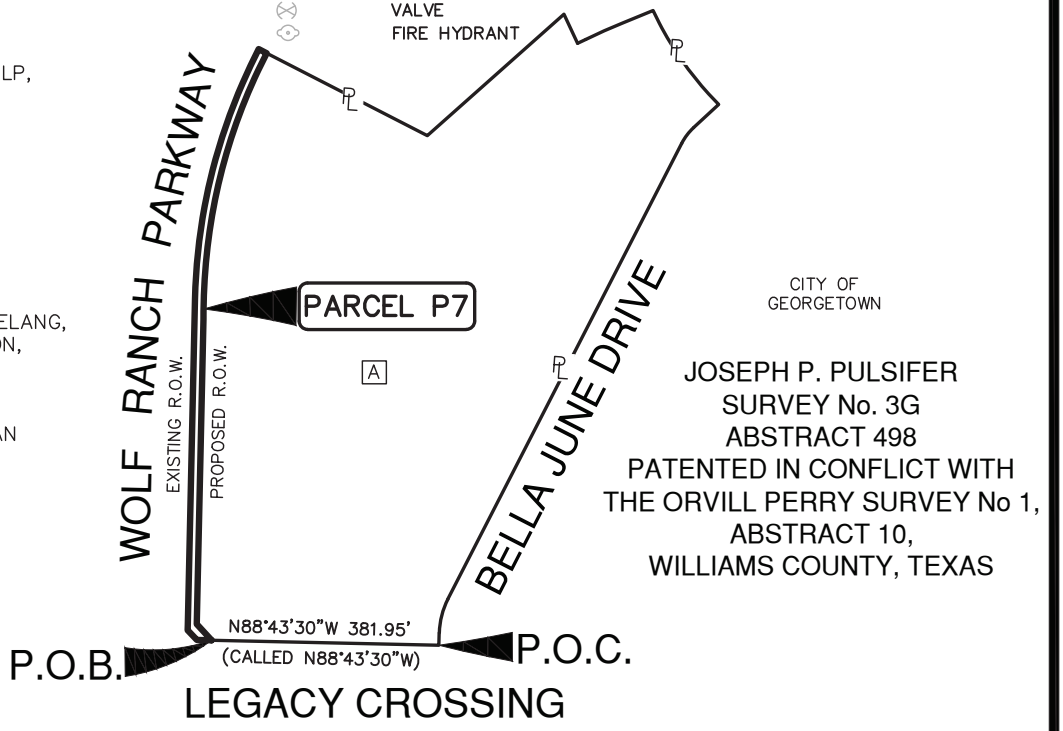
N.T.S.

[A] PARENT TRACT
LOT 2
CALLED 14.065 ACRES
BLOCK A
WOLF LAKES VILLAGE SECTION 1
PHASES 1 & 2
DOC. 2021171737
O.P.R.W.Co.TX.

PLATTED OUT OF
CALLED 14.073 ACRES
SPECIAL WARRANTY DEED
WOLF LAKES, LP,
a Texas limited partnership
TO
RESIDENCES AT WOLF LAKES LP,
a Texas limited partnership
(OWNERSHIP RETAINED)
SEPTEMBER 22, 2021
DOC. 2021149024
O.P.R.W.Co.TX.

& A REMAINDER PORTION OF
TRACT FIVE, PARCEL ONE
CALLED 202.149 ACRES
SPECIAL WARRANTY DEED
FROM JUDY DEAN WOLF HINDELANG,
SUSAN JANE WOLF ROBERTSON,
JAY LEON WOLF, JR.
IVA WOLF McLACHLAN
BRIAN ALAN McLACHLAN,
and AMANDA JUNE McLACHLAN
TO
WOLF LAKES, LP,
a Texas limited partnership
SEPTEMBER 30, 2013
2013096286
O.P.R.W.Co.TX.

DESCRIBED AS
TRACT I
VOL. 1997, PG. 953
O.P.R.W.Co.TX.



STATE OF TEXAS
REGISTERED
ALAN J HORTON
5768
PROFESSIONAL
LAND SURVEYOR

08/13/2025

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

REV. NO.	DATE	DESCRIPTION	BY

WILLIAMSON COUNTY, TEXAS

PARCEL NO.	DEED ACREAGE	ACQUIRED ACRES (SQ. FT.)	ABSTRACT	ACRES (SQ.FT.) IN ORIGINAL SURVEY	REMAINDER
P7	14.065	0.3513 (15,304)	498	N/A	13.714 RT

PARCEL PLAT SHOWING
PARCEL P7

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			
X	WILLIAMSON	TEXAS	AUGUST 2025			
DIST.	SCALE		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	N.T.S.					4 OF 8

Date: Aug 13, 2025, 11:41am User ID: dcabollero
File: C:\Users\LOCAL_~1\Temp\AcPublish_4732\Parcel P7.dwg

REFERENCE:

REFERENCES:

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. No. GT2503717
Texan Title Insurance Company
Date Effective: July 30, 2025
Date MATTER: August 6, 2025

10. The following matters and all terms of the documents creating or offering evidence of the matters.

a. SUBJECT TO
b. NOT A SURVEY MATTER
c. SUBJECT TO AS SHOWN
d. SUBJECT TO AS SHOWN
e. SUBJECT TO AS SHOWN
f. SUBJECT TO AS SHOWN
g. MAY BE SUBJECT TO
h. SUBJECT TO AS SHOWN
i. TERMS, CONDITIONS, AND STIPULATIONS MAY APPLY
j. TERMS, PROVISIONS, AND STIPULATIONS MAY APPLY
k. NOT A SURVEY MATTER
l. NOT A SURVEY MATTER
m. NOT A SURVEY MATTER
n. NOT A SURVEY MATTER
o. NOT A SURVEY MATTER
p. NOT A SURVEY MATTER
q. MAY BE SUBJECT TO
r. SUBJECT TO
s. SUBJECT TO
t. SUBJECT TO

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P7

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			
X	WILLIAMSON	TEXAS	AUGUST 2025			
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
						5 OF 8

REFERENCE:

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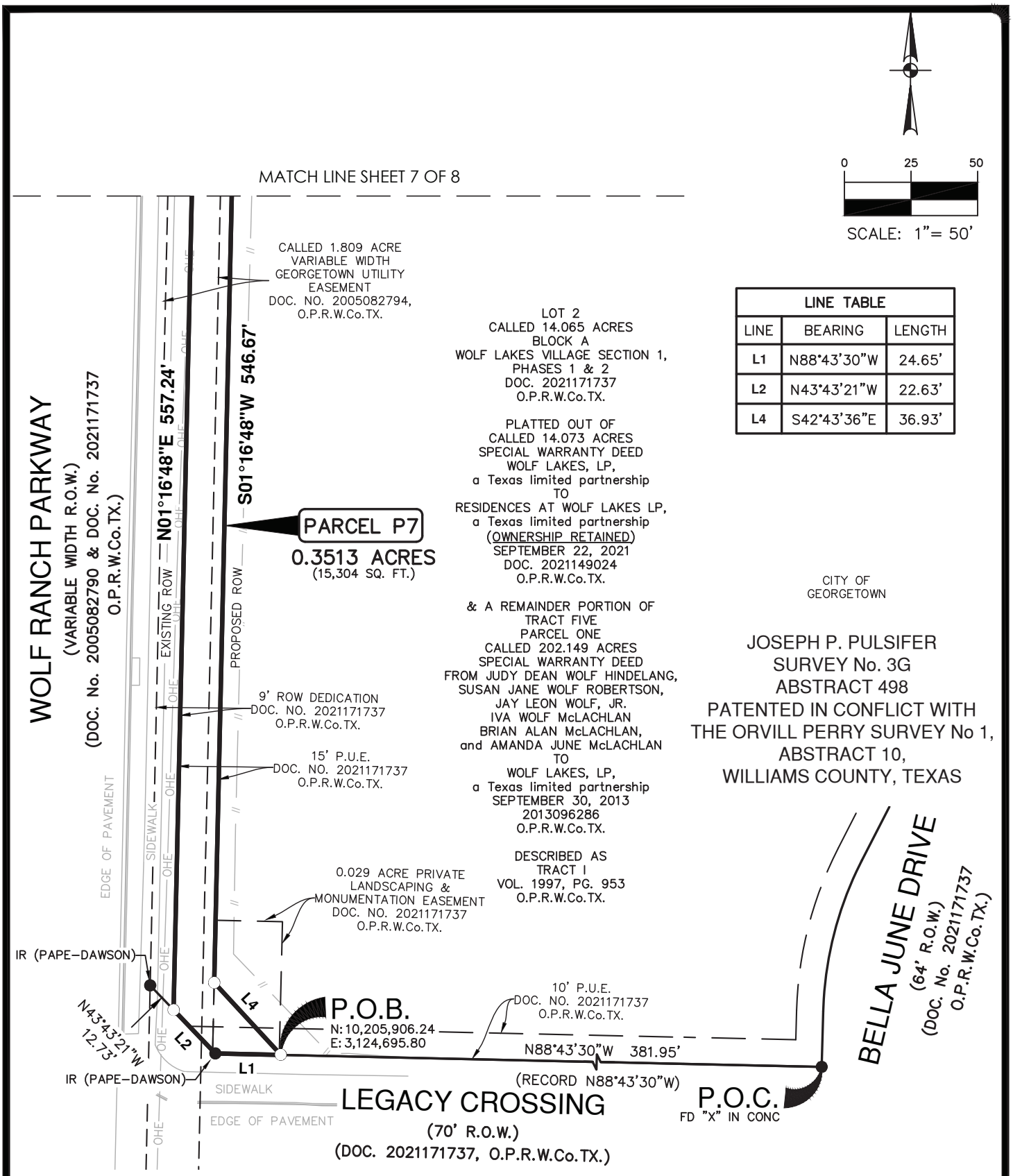

LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°43'30"W	24.65'
L2	N43°43'21"W	22.63'
L4	S42°43'36"E	36.93'

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P7

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			
X	WILLIAMSON	TEXAS	AUGUST 2025			
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					6 OF 8

REFERENCE:

Date: Aug 13, 2025, 11:41am User ID: dcabellero
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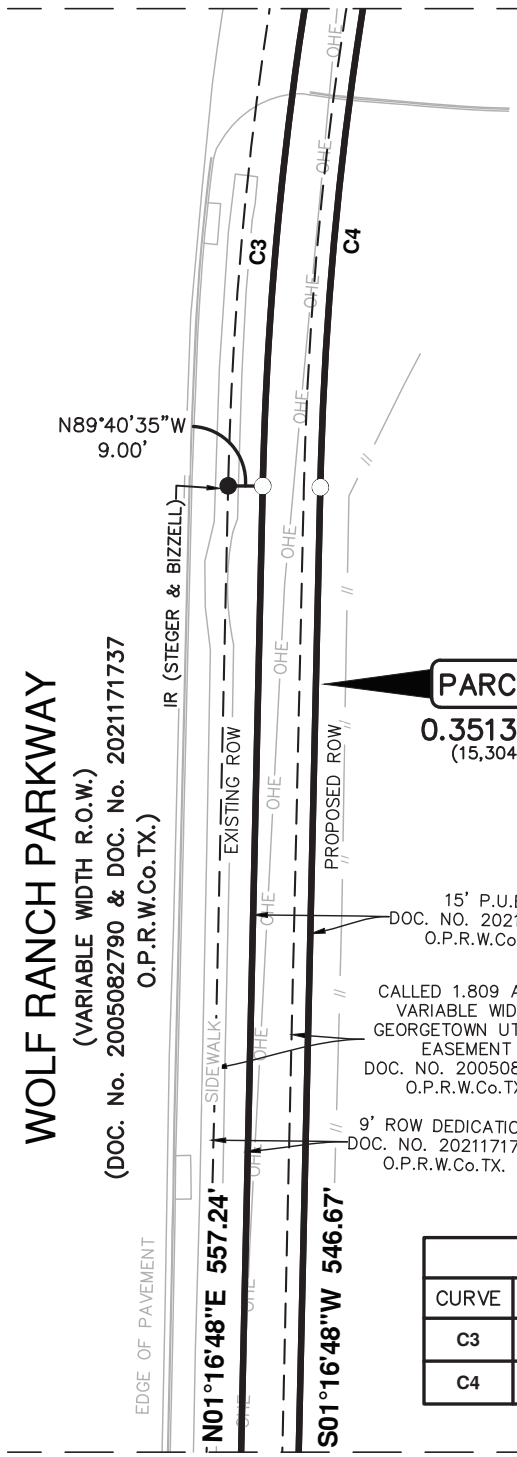
MATCH LINE SHEET 8 OF 8



PARCEL P7
0.3513 ACRES
(15,304 SQ. FT.)

15' P.U.E.
DOC. NO. 2021171737
O.P.R.W.Co.TX.

CALLED 1.809 ACRE
VARIABLE WIDTH
GEORGETOWN UTILITY
EASEMENT
DOC. NO. 2005082794,
O.P.R.W.Co.TX.

9' ROW DEDICATION
DOC. NO. 2021171737
O.P.R.W.Co.TX.

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH
THE ORVILL PERRY SURVEY No 1,
ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

CITY OF
GEORGETOWN

LOT 2
CALLED 14.065 ACRES
BLOCK A
WOLF LAKES VILLAGE SECTION 1,
PHASES 1 & 2
DOC. 2021171737
O.P.R.W.Co.TX.

PLATTED OUT OF
CALLED 14.073 ACRES
SPECIAL WARRANTY DEED
WOLF LAKES, LP,
a Texas limited partnership
TO
RESIDENCES AT WOLF LAKES LP,
a Texas limited partnership
(OWNERSHIP RETAINED)
SEPTEMBER 22, 2021
DOC. 2021149024
O.P.R.W.Co.TX.

& A REMAINDER PORTION OF
TRACT FIVE
PARCEL ONE
CALLED 202.149 ACRES
SPECIAL WARRANTY DEED
FROM JUDY DEAN WOLF HINDELANG,
SUSAN JANE WOLF ROBERTSON,
JAY LEON WOLF, JR.
IVA WOLF McLACHLAN
BRIAN ALAN McLACHLAN,
and AMANDA JUNE McLACHLAN
TO
WOLF LAKES, LP,
a Texas limited partnership
SEPTEMBER 30, 2013
2013096286
O.P.R.W.Co.TX.

DESCRIBED AS
TRACT I
VOL. 1997, PG. 953
O.P.R.W.Co.TX.

0 25 50
SCALE: 1"= 50'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C3	436.40'	959.00'	26°04'22"	N14°18'59"E	432.64'
C4	429.63'	943.62'	26°05'11"	S14°19'04"W	425.92'

MATCH LINE SHEET 6 OF 8

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P7

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			
X	WILLIAMSON	TEXAS	AUGUST 2025			
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					7 OF 8

REFERENCE:

Date: Aug 13, 2025, 11:41am User ID: dcabellero
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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C3	436.40'	959.00'	26°04'22"	N14°18'59"E	432.64'
C4	429.63'	943.62'	26°05'11"	S14°19'04"W	425.92'

LINE TABLE		
LINE	BEARING	LENGTH
L3	S62°50'51"E	15.00'

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH
THE ORVILL PERRY SURVEY No 1,
ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

CITY OF
GEORGETOWN

WOLF RANCH PARKWAY
(VARIABLE WIDTH R.O.W.)
(DOC. No. 2005082790 & DOC. No. 2021171737
O.P.R.W.Co.TX.)

SCALE: 1"= 50'

IR (PAPE-DAWSON)

N62°50'51"W
9.00'

L3

LOT 1
CALLED 4.674 ACRES
BLOCK A
WOLF LAKES VILLAGE SECTION
1, PHASES 1 & 2
DOCUMENT 2021171737,
O.P.R.W.Co.TX.

15' P.U.E.
DOC. NO. 2021171737
O.P.R.W.Co.TX.

9' ROW DEDICATION
DOC. NO. 2021171737
O.P.R.W.Co.TX.

LOT 2
CALLED 14.065 ACRES
BLOCK A
LAKES VILLAGE SECTION 1,
PHASES 1 & 2
DOC. 2021171737
O.P.R.W.Co.TX.

PLATTED OUT OF
CALLED 14.073 ACRES
SPECIAL WARRANTY DEED
WOLF LAKES, LP,
a Texas limited partnership
TO
RESIDENCES AT WOLF LAKES LP,
a Texas limited partnership
(OWNERSHIP RETAINED)
SEPTEMBER 22, 2021
DOC. 2021149024
O.P.R.W.Co.TX.

& A REMAINDER PORTION OF
TRACT FIVE
PARCEL ONE
CALLED 202.149 ACRES
SPECIAL WARRANTY DEED
FROM JUDY DEAN WOLF HINDELANG,
SUSAN JANE WOLF ROBERTSON,
JAY LEON WOLF, JR.
IVA WOLF McLACHLAN
BRIAN ALAN McLACHLAN,
and AMANDA JUNE McLACHLAN
TO
WOLF LAKES, LP,
a Texas limited partnership
SEPTEMBER 30, 2013
2013096286
O.P.R.W.Co.TX.

DESCRIBED AS
TRACT I
VOL. 1997, PG. 953
O.P.R.W.Co.TX.

EDGE OF PAVEMENT
SIDEWALK
EXISTING ROW
PROPOSED ROW
OHE

C3
C4

PARCEL P7
0.3513 ACRES
(15,304 SQ. FT.)

CALLED 1.809 ACRE
VARIABLE WIDTH
GEORGETOWN UTILITY
EASEMENT
DOC. NO. 2005082794,
O.P.R.W.Co.TX.

PIPELINE EASEMENT
DOC. NO. 2023051023,
O.P.R.W.Co.TX.

MATCH LINE SHEET 7 OF 8

PAPE-DAWSON ENGINEERS

SAN ANTONIO I AUSTIN I HOUSTON I FORT WORTH I DALLAS
2000 NW LOOP 410 I SAN ANTONIO , TX 78213 I 210.375.9000
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P7

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			
X	WILLIAMSON	TEXAS	AUGUST 2025			
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					8 OF 8

REFERENCE:

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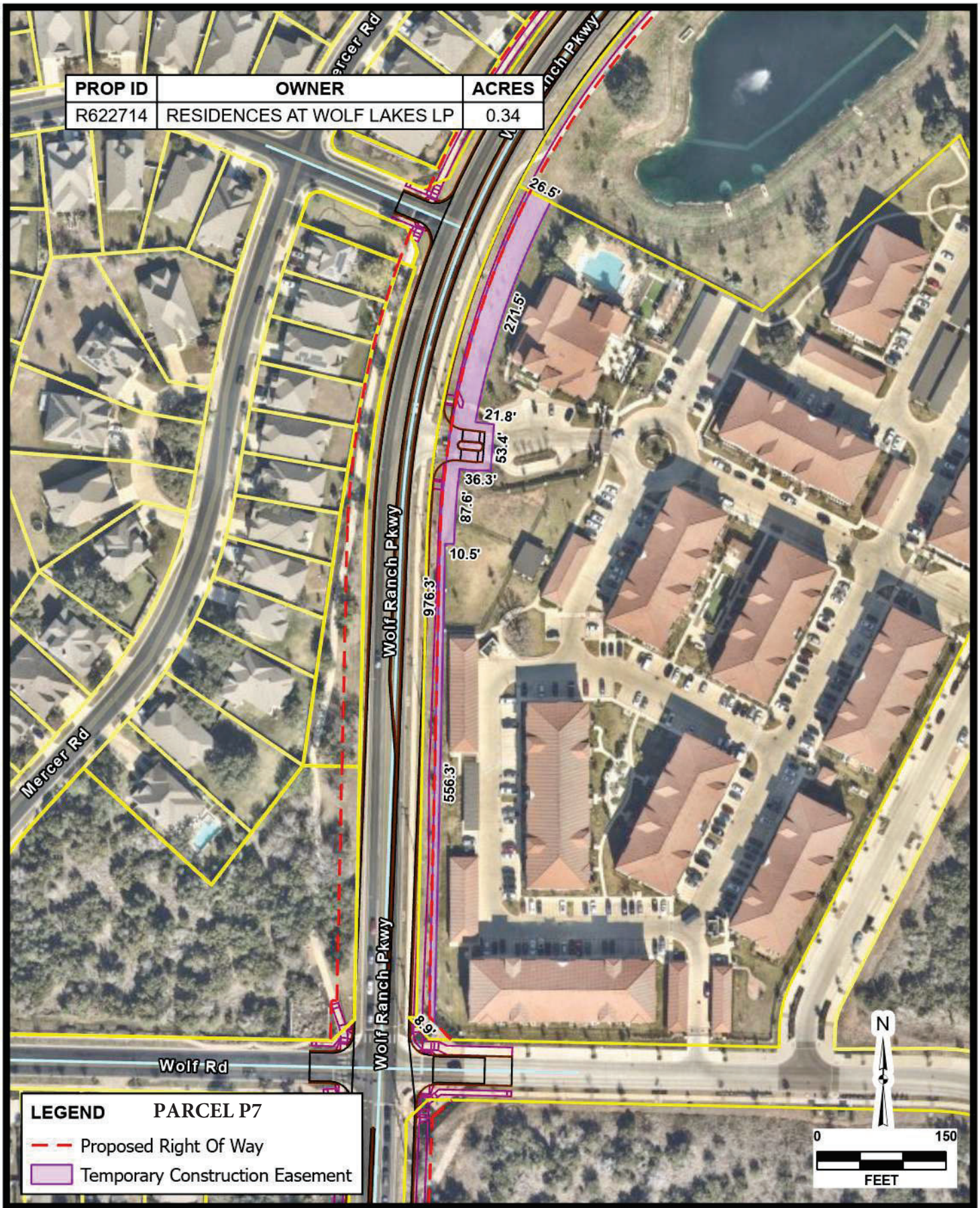


JOB NO. 51423-04
DATE Mar 2026
DESIGNER JS
CHECKED BC DRAWN EH
SHEET 1.0

RESIDENCES AT WOLF LAKES LP

GEORGETOWN, TEXAS

EASEMENT ACQUISITION EXHIBIT

PAPE-DAWSON
6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

AERIAL IMAGERY PROVIDED BY GOOGLE © UNLESS OTHERWISE NOTED. Imagery ©2026, CAPCOG,Digital Globe,Texas Orthoimagery Program, USDA Farm Service Agency
Date: Mar 29, 2026 5:25 PM User: shaster
File: H:\Projects\51423\04\GIS\ROW_Easement_Acquisition.aprx Layout: RESIDENCES AT WOLF LAKES LP Map: Layers Map Frame
THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT "A"

County: Williamson
Roadway: Wolf Ranch Parkway
Project Limits: Memorial Dr./C.R. 265 to Rivery Blvd.

PROPERTY DESCRIPTION FOR PARCEL P8

0.0099 OF AN ACRE, (432 SQUARE FEET), TRACT OF LAND OUT OF OPEN SPACE LOT 14, A CALLED 5,663 SQUARE FEET IN BLOCK H, WOLF RANCH WEST, SECTION 2, PHASE 1, A SUBDIVISION OF RECORD IN THE CITY OF GEORGETOWN AS RECORDED IN INSTRUMENT NUMBER, (INST.), 2018051990, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.Co.TX.), SAID WOLF RANCH WEST, SECTION 2, PHASE 1, BEING PLATTED OUT OF CALLED 59.611 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED, FROM H4 WR, LP, A TEXAS LIMITED PARTNERSHIP, TO H4WR PHASE 2, LLC, A TEXAS LIMITED LIABILITY COMPANY (OWNERSHIP RETAINED), EXECUTED SEPTEMBER 25, 2017, RECORDED IN INST. 2017089587, O.P.R.W.Co.TX., SAID 0.0099 OF AN ACRE BEING IN THE JOSEPH P. PULSIFER SURVEY No. 3G, ABSTRACT No. 498, WILLIAMSON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a found Mag Nail for a Point-of-Intersection, (P.I), on the existing south Right-Of-Way, (R.O.W.), line of Scout Street, (50-feet R.O.W.), as established in Inst. 2018051990 O.P.R.W.Co.TX., also being the northernmost east corner of Lot 14;

THENCE South 22º59'30" East, (Record North 22º59'30" West), along and with the existing south R.O.W. line of Scout Street, being a northern line of Lot 14, a distance of 30.14 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", being the northwest corner and POINT OF BEGINNING of the herein described Parcel P8, said point having surface coordinates of N 10,206,843.83, and E 3,124,647.69;

(1) THENCE, continuing South 22º59'30" East, along and with the existing south R.O.W. line of Scout Street, being a northern line of Lot 14, a distance of 23.07 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for the northeast corner of Lot 14, being the curving existing west R.O.W. line of Wolf Ranch Parkway as dedicated by a 4 feet R.O.W. dedication, as established in Inst. 2018051990 O.P.R.W.Co.TX., and being a P.T. corner;

(2) THENCE, 18.62 feet along the arc of said curve to the left, being the east line of Lot 14, being the curving west line of a 4 feet R.O.W. dedication, having a radius of 1035.94 feet, a delta angle of 1°01'47", a chord bearing of South 20º03'26" West, a distance of 18.62 feet to set 5/8 inch iron rod with a yellow cap stamped "Pape-Dawson", for the southeast corner of Lot 14, being the southwest corner of a 4 feet R.O.W. dedication, from which a found iron rod with a cap stamped "Pape-Dawson", for the northeast corner of Lot 14. Block H, Wolf Ranch West, Section 1A, Phase 2, as recorded in Inst. 2016085272, O.P.R.W.Co.TX., (held for line) bears South 69º03'13" West, 4.00 feet;

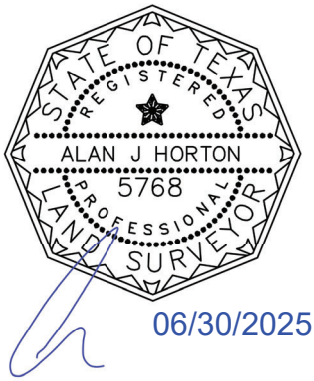
EXHIBIT "A"

(3) THENCE, North 69º03'13" West, along and with the south line of Lot 14, being the north line of Lot 13, Wolf Ranch West, Section 1A, Phase 2 (2016085272, O.P.R.W.Co.TX.), a distance of 16.04 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", on the proposed curving north R.O.W. line of Wolf Ranch Parkway;

(4) THENCE, 35.23 feet along and with the arc of curve to the right, for the proposed R.O.W. line of Scout Street, having a radius of 1051.94 feet, a delta angle of 1°55'08", a chord bearing of North 20º31'23" East, a distance of 35.23 feet to the POINT OF BEGINNING and containing 0.0099 of an acre (432 square feet) in the City of Georgetown, Williamson County, Texas.

All bearings and coordinates are based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00004.

Note: A parcel plat of even date was prepared in conjunction with this property description.



PREPARED BY: Pape-Dawson Engineers, Texas Surveying Firm #10028800
10801 N. MoPac Expressway, Bldg. 3, Suite 200, Austin, Texas, 78759
(512) 454-8711
DATE: June 30, 2025
JOB NO. 51423-04
DOC. ID. H:\Survey\CIVIL\51423-04\dwg\Parcels\Legal Descriptions\Parcel P8 M&B.docx

NOTES:

1) 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE SURFACE VALUES IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00004 APPLIED.
3) ABSTRACTING COMPLETED IN MAY 2025.
4) FIELD SURVEY COMPLETED BETWEEN APRIL 29, 2025 AND MAY 01, 2025
5) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

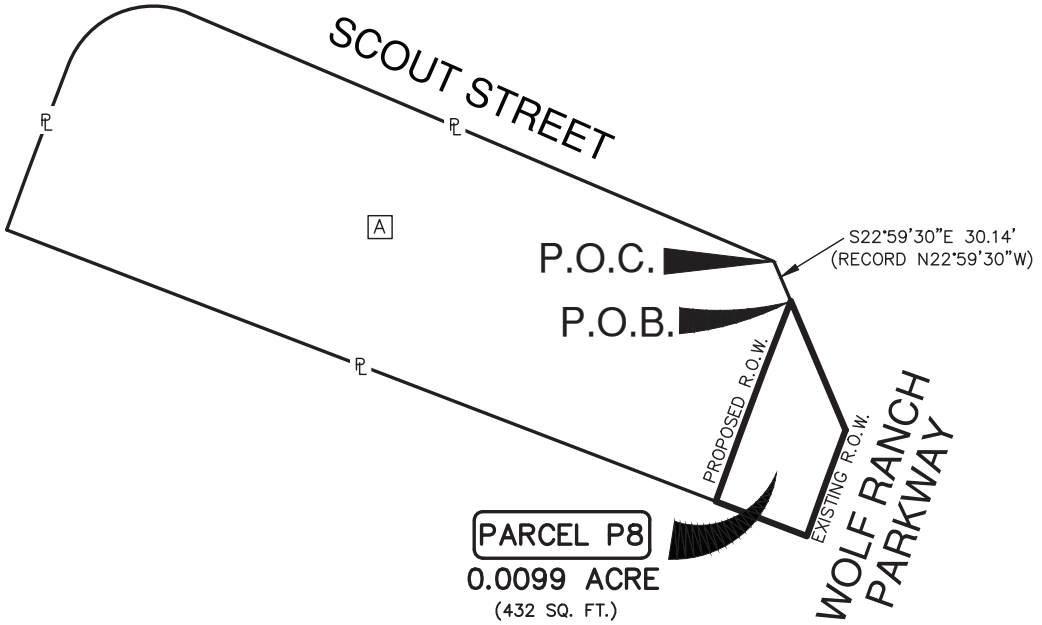
LEGEND:

C.R. 265	COUNTY ROAD 265 – MEMORIAL DRIVE
FD	FOUND
FNC	FENCE
INST.	INSTRUMENT
IR	IRON ROD
N.T.S.	NOT TO SCALE
O.P.R.W.Co.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT
( )	RECORD INFORMATION FROM DEED OR PLAT
●	FOUND 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" UNLESS NOTED OTHERWISE.
○ N	SET 5/8" IRON ROD WITH YELLOW PAPE-DAWSON CAP LAND HOOK
	PARCEL BOUNDARY LINE
——?——	ADJACENT PROPERTY LINE
	APPROXIMATE LOCATION OF ORIGINAL SURVEY LINE
——//——	WOODED PRIVACY FENCE
	RECORD R.O.W. PARCEL LINE
	GUY WIRE
PP	POWER POLE
OHE	OVERHEAD ELECTRIC LINE
X	WIRE FENCE
	LUMINARE STANDARD
SD	STORM DRAIN MANHOLE
G	GAS MARKER
	VALVE
	FIRE HYDRANT

N.T.S.

JOSEPH P. PULSIFER SURVEY No. 3G ABSTRACT 498

CITY OF GEORGETOWN



A PARENT TRACT
OPEN SPACE LOT 14
CALLED 5,663 SQ. FT.
BLOCK H
WOLF RANCH WEST
SECTION 2, PHASE 1
INST. 2018051990
O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED
CALLED 59.611 ACRES
H4 WR, LP
a Texas limited partnership
TO
H4WR PHASE 2, LLC
a Texas limited liability company
(OWNERSHIP RETAINED)
SEPTEMBER 25, 2017
INST. 2017089587
O.P.R.W.Co.TX.

STATE OF TEXAS
REGISTERED
ALAN J HORTON
5768
PROFESSIONAL
LAND SURVEYOR

06/30/2025

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

REV. NO.	DATE	DESCRIPTION	BY

WILLIAMSON COUNTY, TEXAS

PARCEL NO.	DEED SQ. FT.	ACQUIRED ACRES (SQ.FT.)	ABSTRACT	ACRES (SQ.FT.) IN ORIGINAL SURVEY	REMAINDER SQ. FT.
P8	5663	0.0099 (432)	498	N/A	5231 LT

PARCEL PLAT SHOWING
PARCEL P8

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	N.T.S.					3 OF 5

Date: Jun 25, 2025, 2:27pm User ID: ypuga
File: C:\Users\LOCAL_~1\Temp\AcPublish_14248\Parcel P8.dwg

REFERENCE:

REFERENCES:

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. No. GT2503753
Texan Title Insurance Company
Date Effective: May 21, 2025
Date Issued: June 3, 2025

10. The following matters and all terms of the documents creating or offering evidence of the matters.

a. AS SHOWN
b. DOES NOT AFFECT
c. SUBJECT TO (WHEN APPLICABLE)
d. NOT A SURVEY MATTER
e. NOT A SURVEY MATTER
f. NOT A SURVEY MATTER
g. NOT A SURVEY MATTER
h. DOES NOT AFFECT
i. DOES NOT AFFECT
j. UNBUILDABLE
k. DOES NOT AFFECT
l. DOES NOT AFFECT
m. UNBUILDABLE, MAY AFFECT
n. DOES NOT AFFECT
o. DOES NOT AFFECT
p. UNBUILDABLE, MAY AFFECT
q. UNBUILDABLE, MAY AFFECT
r. BLANKET TYPE, EFFECTED BY
s. DOES NOT AFFECT
t. DOES NOT AFFECT
u. DOES NOT AFFECT
v. DOES NOT AFFECT
w. DOES NOT AFFECT
x. NOT A SURVEY MATTER
y. NOT A SURVEY MATTER
z. SUBJECT TO AND SHOWN HEREON (WHEN APPLICABLE)

aa. NOT A SURVEY MATTER
bb. NOT A SURVEY MATTER
cc. NOT A SURVEY MATTER
dd. NOT A SURVEY MATTER
ee. NOT A SURVEY MATTER
ff. NOT A SURVEY MATTER
gg. NOT A SURVEY MATTER
hh. NOT A SURVEY MATTER
ii. NOT A SURVEY MATTER
jj. NOT A SURVEY MATTER
kk. SUBJECT TO
ll. NOT A SURVEY MATTER
mm. NOT A SURVEY MATTER
nn. SUBJECT TO
oo. NOT A SURVEY MATTER
pp. SUBJECT TO

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P8

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			
X	WILLIAMSON	TEXAS	JUNE 2025			
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
						4 OF 5

REFERENCE:

Date: Jun 25, 2025, 2:27pm User ID: yruga
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[A] PARENT TRACT
OPEN SPACE LOT 14
CALLED 5,663 SQ. FT.
BLOCK H
WOLF RANCH WEST
SECTION 2, PHASE 1
INST. 2018051990
O.P.R.W.Co.TX.

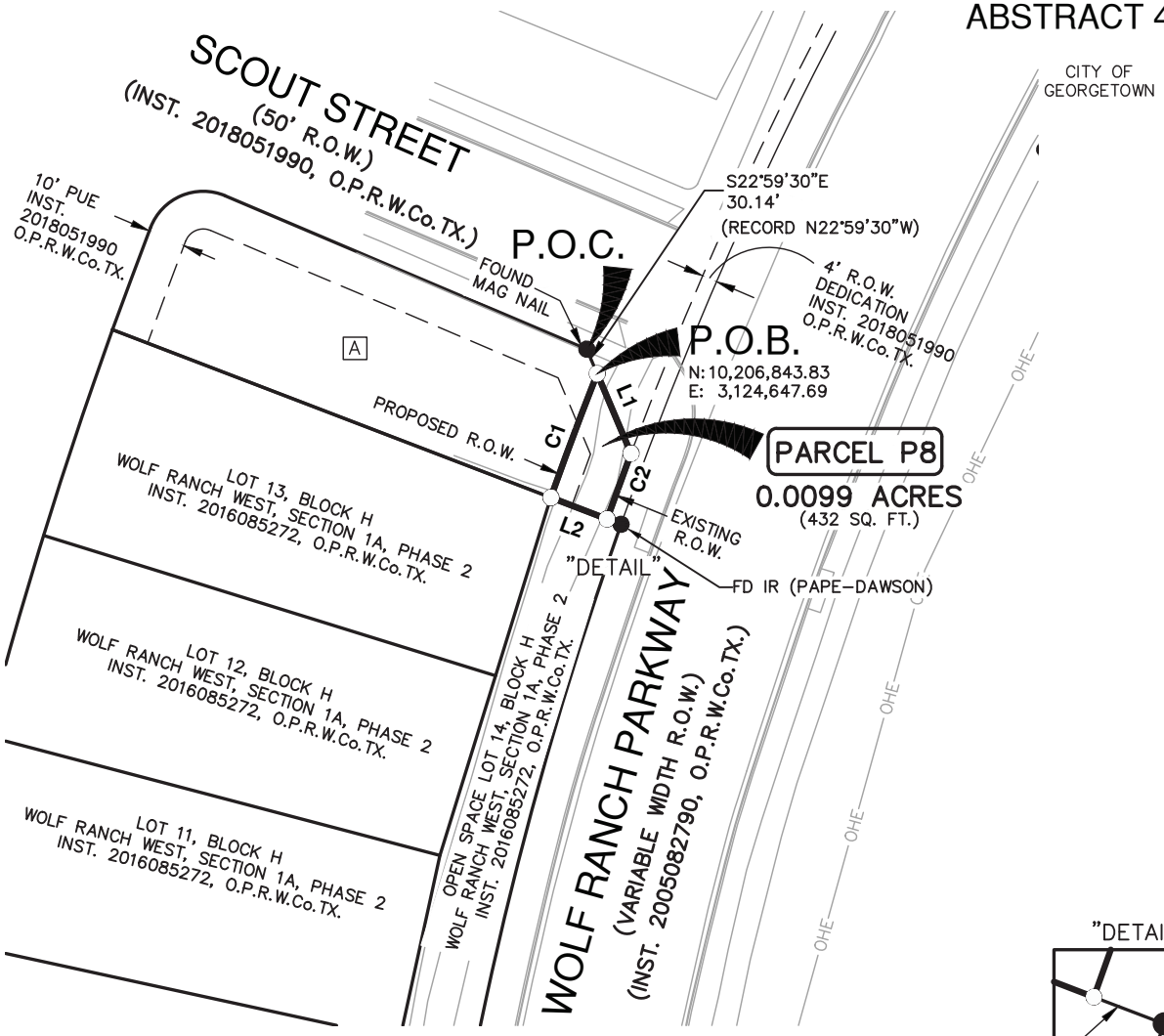
SPECIAL WARRANTY DEED
CALLED 59.611 ACRES
H4 WR, LP
a Texas limited partnership
TO
H4WR PHASE 2, LLC
a Texas limited liability company
(OWNERSHIP RETAINED)
SEPTEMBER 25, 2017
DOC. 2017089587
O.P.R.W.Co.TX.

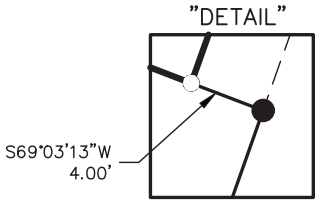
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	35.23'	1051.94'	1°55'08"	N20°31'23"E	35.23'
C2	18.62'	1035.94'	1°01'47"	S20°03'26"W	18.62'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S22°59'30"E	23.07'
L2	N69°03'13"W	16.04'

0 25 50
SCALE: 1"= 50'

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498





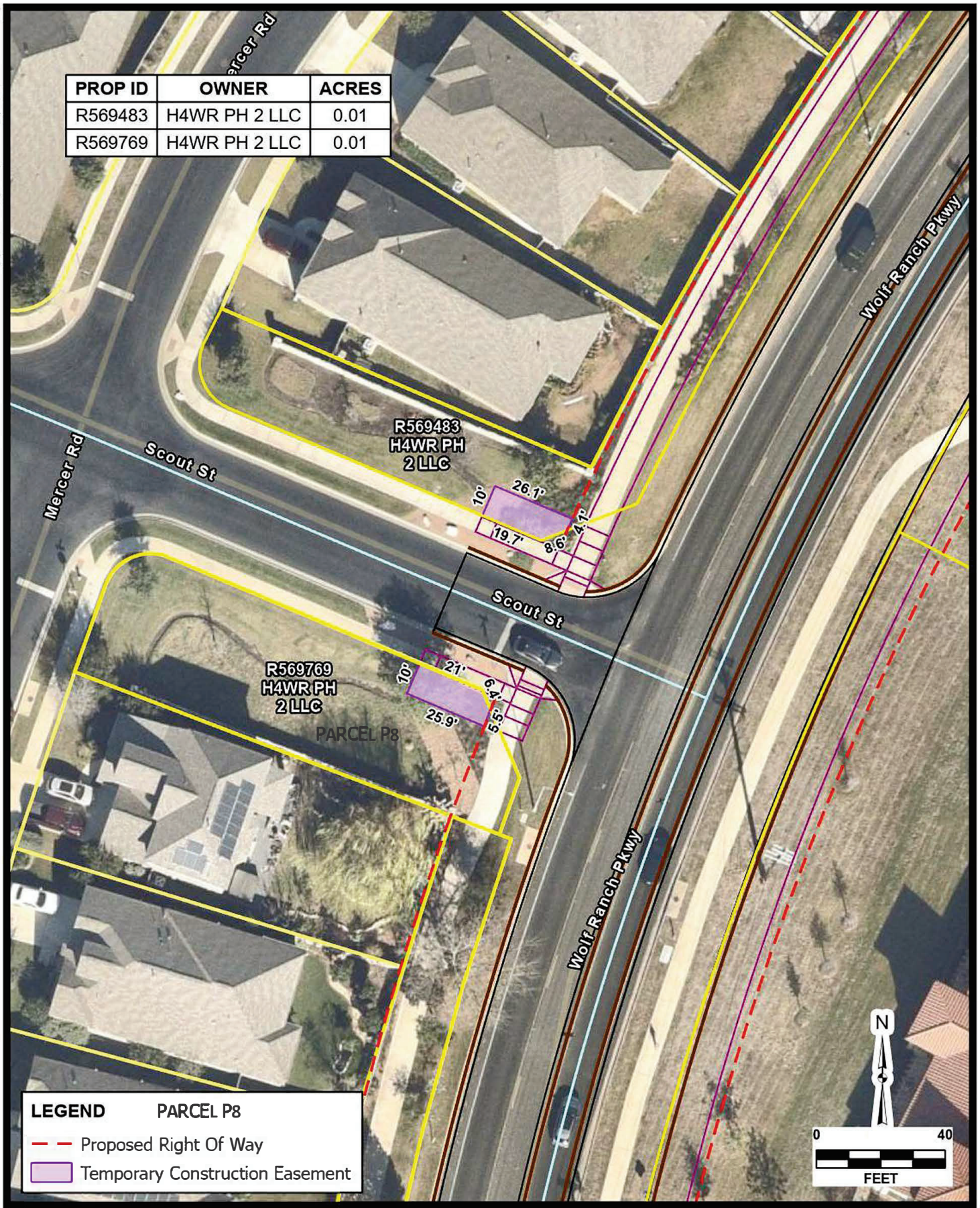
PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P8

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			
X	WILLIAMSON	TEXAS	JUNE 2025			
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					5 OF 5

Date: Jun 25, 2025, 2:27pm User ID: ypuga
File: C:\Users\LOCAL_~1\Temp\AcPublish_14248\Parcel P8.dwg

REFERENCE:



PROP ID	OWNER	ACRES
R569483	H4WR PH 2 LLC	0.01
R569769	H4WR PH 2 LLC	0.01

LEGEND PARCEL P8

- Proposed Right Of Way
- Temporary Construction Easement

JOB NO.	51423-04
DATE	Mar 2026
DESIGNER	JS
CHECKED	BC
DRAWN	EH
SHEET	1.0

H4WR PH 2 LLC (R569483/569769)

GEORGETOWN, TEXAS

EASEMENT ACQUISITION EXHIBIT

PAPE-DAWSON

6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494

TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

AERIAL IMAGERY PROVIDED BY GOOGLE © UNLESS OTHERWISE NOTED. Imagery ©2026, CAPCOG,Digital Globe,Texas Orthoimagery Program, USDA Farm Service Agency

Date: Mar 29, 2026 5:19 PM User: chaster
File: H:\Projects\51423\04\GIS\ROW_Easement_Acquisition.aprx Layout: H4WR PH 2 LLC (R569483_569769) Map: Layers Map Frame

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT "A"

County: Williamson
Roadway: Wolf Ranch Parkway
Project Limits: Memorial Dr./C.R. 265 to Rivery Blvd.

PROPERTY DESCRIPTION FOR PARCEL P9

0.2823 OF AN ACRE, (12,297 SQUARE FEET) TRACT OF LAND OUT OF OPEN SPACE LOT 1, A CALLED 0.451 OF AN ACRE IN BLOCK L, WOLF RANCH WEST, SECTION 2, PHASE 2, A SUBDIVISION IN THE CITY OF GEORGETOWN, RECORDED IN INSTRUMENT NUMBER (INST.) 2018051828 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.Co.TX.), SAID WOLF RANCH WEST BEING PLATTED OUT OF A CALLED 59.611 ACRE TRACT, AS DESCRIBED IN A SPECIAL WARRANTY DEED FROM H4 WR, LP, A TEXAS LIMITED PARTNERSHIP, TO H4WR PHASE 2, LLC, A TEXAS LIMITED LIABILITY COMPANY (OWNERSHIP RETAINED) EXECUTED SEPTEMBER 25, 2017, RECORDED IN INST. 2017089587, O.P.R.W.Co.TX., SAID 0.2823 OF AN ACRE TRACT BEING IN THE JOSEPH P. PULSIFER SURVEY No. 3G, ABSTRACT No. 498, WILLIAMSON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a Point of Tangency (P.T.) on the existing west Right-Of-Way (R.O.W.) line of Sunset Vista Drive, (50' R.O.W.), as established in Inst. 2018051828 O.P.R.W.Co.TX., being the west line of Lot 13, Block L;

THENCE, along and with the existing west R.O.W. line of Sunset Vista Drive, being the east line of Lot 13, the following Two (2) courses and distances:

South 22º24'56" East, (Record South 22°24'56" East), a distance of 24.73 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a Point-of-Intersection, (P.I.), corner;

South 21º06'57" West, (Record South 21º06'57" West), a distance of 6.34 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", on the proposed north R.O.W. line of Wolf Ranch Parkway, for the southeast corner of Lot 13, being the easternmost corner of Lot 1, same being the easternmost corner and POINT OF BEGINNING of the herein described Parcel P9, said point having surface coordinates of N 10,207,413.61, and E 3,125,184.22;

(1) THENCE, continuing South 21º06'57" West, along and with the existing west R.O.W. line of Sunset Vista Drive, same being the northeastern line of Lot 1, a distance of 24.04 feet to a set 5/8 inch iron rod with yellow cap stamped (Pape-Dawson), at the intersection of the existing west R.O.W. line of Sunset Vista Drive and the existing north R.O.W. line of Wolf Ranch Parkway, (Variable width R.O.W.), as established in Inst. 2018051828, O.P.R.W.Co.TX. for a Point of Curvature (P.C.) of a curve to the left;

EXHIBIT "A"

(2) THENCE, 696.75 feet along and with the arc of said curve to the left, being the north R.O.W. line of Wolf Ranch Parkway, same being the eastern line of Lot 1, having a radius of 1035.94 feet, a delta angle of 38°32'08", a chord bearing of South 44º55'24" West, a distance of 683.69 feet to a set 5/8 inch iron rod with yellow cap stamped (Pape-Dawson), at the intersection of the existing north R.O.W. line of Wolf Ranch Parkway and The existing north R.O.W. line of Scout Street, (50' R.O.W.), as established in Document Number 2018051990, O.P.R.W.Co.TX.

(3) THENCE, South 69º05'26" West, along and with the existing north R.O.W. line of Scout Street, being the southernmost line of Lot 1, a distance of 26.27 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" on the proposed north R.O.W. line of Wolf Ranch Parkway;

(4) THENCE, North 27º17'35" East, traversing over, across, and through Lot 1, along and with the proposed north R.O.W. line of Wolf Ranch Parkway, a distance of 23.04 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape Dawson", for an interior corner of Lot 1, being the southeastern corner of Lot 2, Block L of said Wolf Ranch West, Section 2, Phase 2;

(5) THENCE, North 27º17'35" East, along and with the proposed north R.O.W. line of Wolf Ranch Parkway, same being the southeastern line of Lot 2, a distance of 48.97 feet to a set 5/8 inch iron rod with yellow cap stamped (Pape-Dawson), for the northeastern corner of Lot 2, being the southeastern corner of Lot 3, Block L, of said Wolf Ranch West, Section 2, Phase 2,;

(6) THENCE, North 29º47'54" East, along and with the proposed north R.O.W. line of Wolf Ranch Parkway, same being the southeastern line of Lot 3, a distance of 47.54 feet to a set 5/8 inch iron rod with yellow cap stamped (Pape-Dawson), for the northeastern corner of Lot 4, being the southeastern corner of Lot 5, Block L, of said Wolf Ranch West, Section 2, Phase 2;

(7) THENCE, North 32º28'55" East, along and with the proposed north R.O.W. line of Wolf Ranch Parkway, same being the southeastern line of Lot 4, a distance of 51.23 feet to a set 5/8 inch iron rod with yellow cap stamped (Pape-Dawson), for the northeastern corner of Lot 4, being the southeastern corner of Lot 5, Block L, of said Wolf Ranch West, Section 2, Phase 2;

(8) THENCE, North 35º16'52" East, along and with the proposed north R.O.W. line of Wolf Ranch Parkway, same being the southeastern line of Lot 5, a distance of 51.05 feet to a set 5/8 inch iron rod with yellow cap stamped (Pape-Dawson), for the northeastern corner of Lot 5, being the southeastern corner of Lot 6, Block L, of said Wolf Ranch West, Section 2, Phase 2;

EXHIBIT "A"

(9) THENCE, North 39º18'48" East, along and with the proposed north R.O.W. line of Wolf Ranch Parkway, same being the southeastern lines of Lot 6 & Lot 7, a distance of 129.84 feet to a set 5/8 inch iron rod with yellow cap stamped (Pape-Dawson), for the northeastern corner of Lot 7, being the southwest corner of a 0.132 of an acre tract, described in Doc. 2018043760, O.P.R.W.Co.TX.;

(10) THENCE, North 47º55'11" East, along and with the proposed north R.O.W. line of Wolf Ranch Parkway, same being the south line of said 0.132 of an acre tract, a distance of 31.79 feet to a set 5/8 inch iron rod with yellow cap stamped (Pape-Dawson), for the southeast corner of said 0.132 of an acre tract, being the southwest corner of Lot 8, of said Wolf Ranch West, Section 2, Phase 2;

(11) THENCE, North 48º19'43" East, along and with the proposed north R.O.W. line of Wolf Ranch Parkway, same being the south line of Lot 8, a distance of 103.14 feet to a set 5/8 inch iron rod with yellow cap stamped (Pape-Dawson), for the southeast corner of Lot 8, being the southwest corner of Lot 9, of said Wolf Ranch West, Section 2, Phase 2;

(12) THENCE, North 52º36'43" East, along and with the proposed north R.O.W. line of Wolf Ranch Parkway, same being the south line of Lot 9, a distance of 51.41 feet to a set 5/8 inch iron rod with yellow cap stamped (Pape-Dawson), for the southeast corner of Lot 9, being the southwest corner of Lot 10, of said Wolf Ranch West, Section 2, Phase 2;

(13) THENCE, North 55º26'07" East, along and with the proposed north R.O.W. line of Wolf Ranch Parkway, same being the south line of Lot 10, a distance of 51.79 feet to a set 5/8 inch iron rod with yellow cap stamped (Pape-Dawson), for the southeast corner of Lot 10, being the southwest corner of Lot 11, of said Wolf Ranch West, Section 2, Phase 2;

(14) THENCE, North 58º04'10" East, along and with the proposed north R.O.W. line of Wolf Ranch Parkway, same being the south line of Lot 11, a distance of 47.23 feet to a set 5/8 inch iron rod with yellow cap stamped (Pape-Dawson), for the southeast corner of Lot 11, being the southwest corner of Lot 12, of said Wolf Ranch West, Section 2, Phase 2;

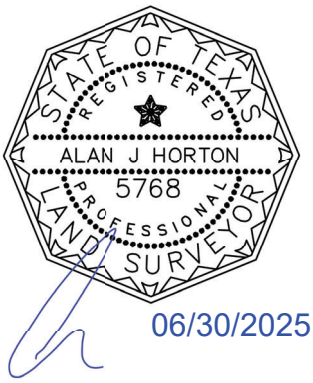
(15) THENCE, North 61º21'49" East, along and with the proposed north R.O.W. line of Wolf Ranch Parkway, same being the south line of Lot 12, a distance of 58.24 feet to a set 5/8 inch iron rod with yellow cap stamped (Pape-Dawson), for the southeast corner of Lot 12, being the southwest corner of Lot 13, of said Wolf Ranch West, Section 2, Phase 2;

(16) THENCE, North 63º53'48" East, along and with the proposed north R.O.W. line of Wolf Ranch Parkway, same being the south line of Lot 13, a distance of 49.84 feet to the POINT OF BEGINNING and containing 0.2823 of an acre (12,279 square feet) in the City of Georgetown, Williamson County, Texas.

EXHIBIT "A"

All bearings and coordinates are based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00004.

Note: A parcel plat of even date was prepared in conjunction with this property description.



PREPARED BY:	Pape-Dawson Engineers, Texas Surveying Firm #10028800 10801 N. MoPac Expressway, Bldg. 3, Suite 200, Austin, Texas, 78759 (512) 454-8711
DATE:	June 30, 2025
JOB NO.	51423-04
DOC. ID.	H:\Survey\CIVIL\51423-04\dwg\Parcels\Legal Descriptions\Parcel P9 M&B.docx

NOTES:

1) 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE SURFACE VALUES IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00004 APPLIED.
3) ABSTRACTING COMPLETED IN MAY 2025.
4) FIELD SURVEY COMPLETED BETWEEN APRIL 29, 2025 AND MAY 01, 2025
5) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

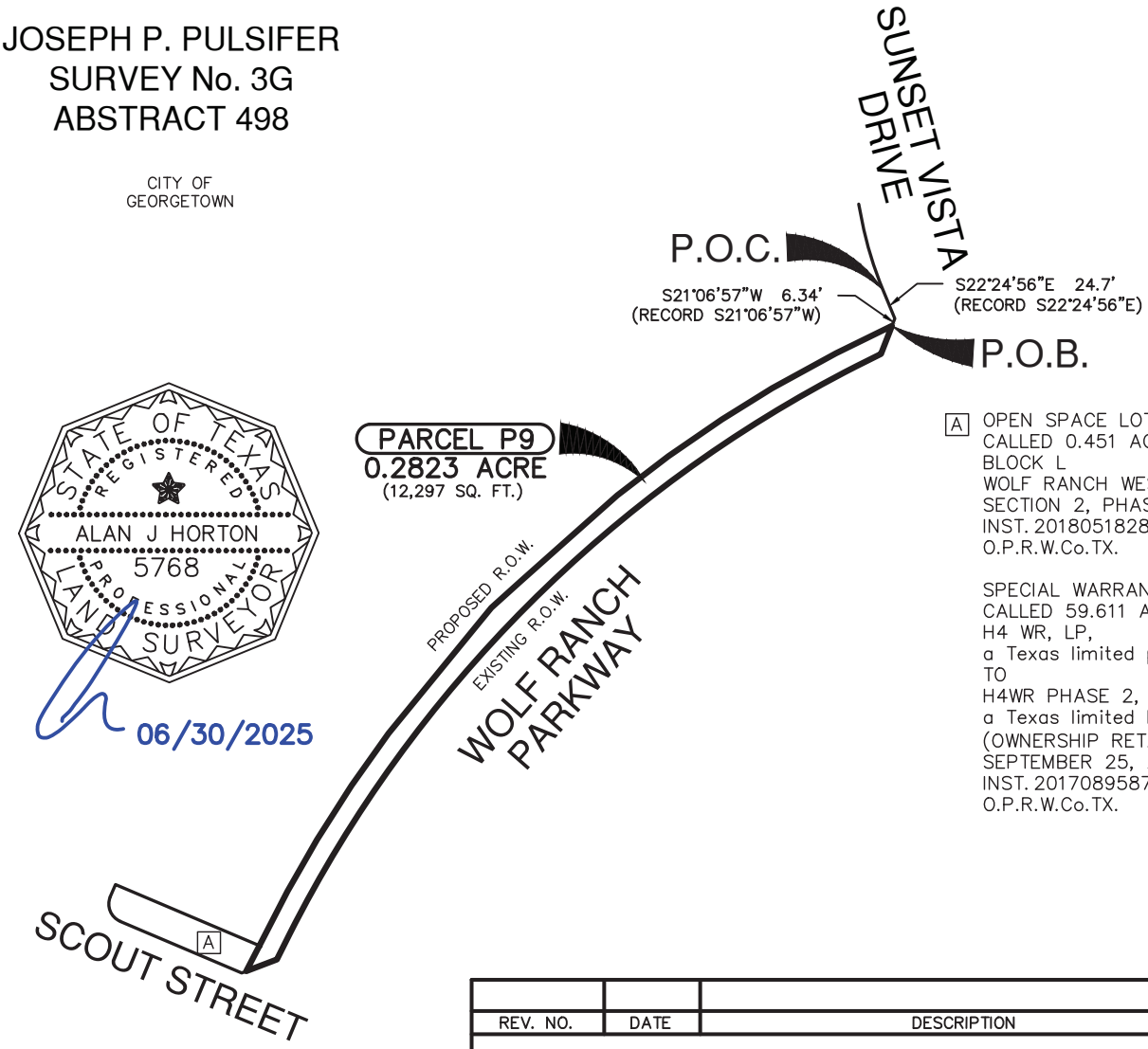
LEGEND:

CAB	CABINET
INST.	INSTRUMENT NUMBER
N.T.S.	NOT TO SCALE
O.P.R.W.Co.TX.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT-OF-WAY
SLD	SLIDE
SQ. FT.	SQUARE FEET
( )	RECORD INFORMATION FROM DEED OR PLAT
○	SET 5/8" IRON ROD WITH YELLOW PAPE-DAWSON CAP
———	PARCEL BOUNDARY LINE
———?———	ADJACENT PROPERTY LINE
— — — —	RECORD R.O.W. PARCEL LINE
——◇——	CHAIN LINK FENCE

N.T.S.

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498

CITY OF
GEORGETOWN



STATE OF TEXAS
REGISTERED
ALAN J HORTON
5768
PROFESSIONAL
LAND SURVEYOR

06/30/2025

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SECTION 2, PHASE 2
INST. 2018051828
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a Texas limited liability company
(OWNERSHIP RETAINED)
SEPTEMBER 25, 2017
INST. 2017089587
O.P.R.W.Co.TX.

REV. NO.	DATE	DESCRIPTION	BY

WILLIAMSON COUNTY, TEXAS

PARCEL NO.	DEED ACREAGE	ACQUIRED ACRES (SQ.FT.)	ABSTRACT	ACRES (SQ.FT.) IN ORIGINAL SURVEY	REMAINDER
P9	0.451	0.2823 (12,297)	498	N/A	0.1687 LT

PARCEL PLAT SHOWING
PARCEL P9

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			
X	WILLIAMSON	TEXAS	JUNE 2025			
DIST.	SCALE		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	N.T.S.					5 OF 9

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

Date: Jun 25, 2025, 9:41am User ID: ypuga
File: C:\Users\LOCAL_~1\Temp\AcPublish_14248\Parcel P9.dwg

REFERENCE:

REFERENCES:

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. No. GT2503753
Texan Title Insurance Company
Date Effective: May 21, 2025
Date Issued: June 3, 2025

10. The following matters and all terms of the documents creating or offering evidence of the matters.

a. DOES NOT AFFECT
b. AS SHOWN
c. SUBJECT TO (WHEN APPLICABLE)
d. NOT A SURVEY MATTER
e. NOT A SURVEY MATTER
f. NOT A SURVEY MATTER
g. NOT A SURVEY MATTER
h. DOES NOT AFFECT
i. DOES NOT AFFECT
j. UNBUILDABLE
k. DOES NOT AFFECT
l. DOES NOT AFFECT
m. UNBUILDABLE, MAY AFFECT
n. DOES NOT AFFECT
o. DOES NOT AFFECT
p. UNBUILDABLE, MAY AFFECT
q. UNBUILDABLE, MAY AFFECT
r. BLANKET TYPE, EFFECTED BY
s. DOES NOT AFFECT
t. DOES NOT AFFECT
u. DOES NOT AFFECT
v. DOES NOT AFFECT
w. DOES NOT AFFECT
x. NOT A SURVEY MATTER
y. NOT A SURVEY MATTER
z. SUBJECT TO AND SHOWN HEREON (WHEN APPLICABLE)

aa. NOT A SURVEY MATTER
bb. NOT A SURVEY MATTER
cc. NOT A SURVEY MATTER
dd. NOT A SURVEY MATTER
ee. NOT A SURVEY MATTER
ff. NOT A SURVEY MATTER
gg. NOT A SURVEY MATTER
hh. NOT A SURVEY MATTER
ii. NOT A SURVEY MATTER
jj. NOT A SURVEY MATTER
kk. SUBJECT TO
ll. NOT A SURVEY MATTER
mm. NOT A SURVEY MATTER
nn. SUBJECT TO
oo. NOT A SURVEY MATTER
pp. SUBJECT TO

PAPE-DAWSON ENGINEERS
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PARCEL PLAT SHOWING
PARCEL P9

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			
X	WILLIAMSON	TEXAS	JUNE 2025			
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
						6 OF 9

REFERENCE:

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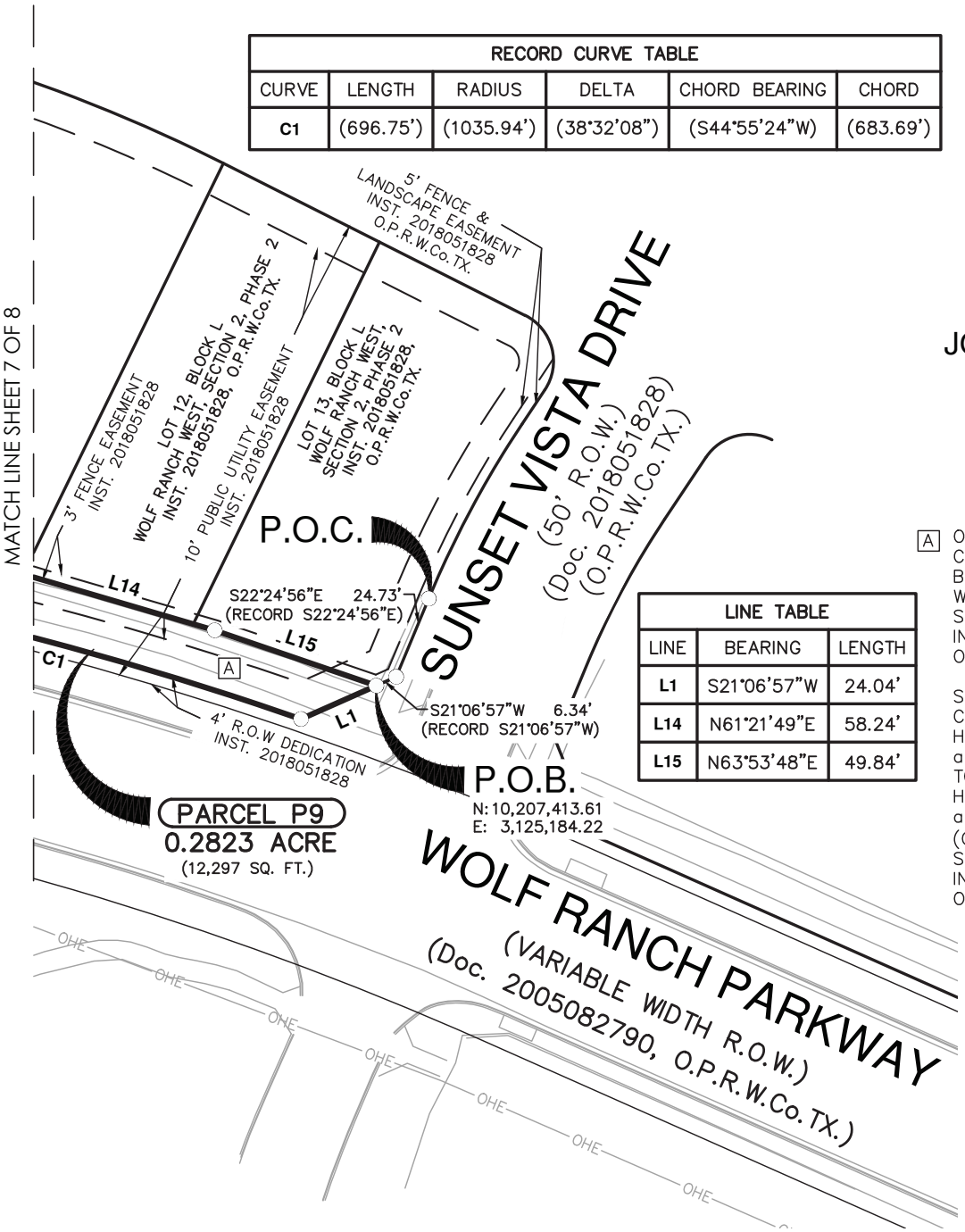

RECORD CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	(696.75')	(1035.94')	(38°32'08")	(S44°55'24"W)	(683.69')

LINE TABLE		
LINE	BEARING	LENGTH
L1	S21°06'57"W	24.04'
L14	N61°21'49"E	58.24'
L15	N63°53'48"E	49.84'

0 25 50

SCALE: 1"= 50'

JOSEPH P. PULSIFER SURVEY No. 3G ABSTRACT 498

CITY OF GEORGETOWN

[A] OPEN SPACE LOT 1
CALLED 0.451 ACRE
BLOCK L
WOLF RANCH WEST
SECTION 2, PHASE 2
INST. 2018051828
O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED
CALLED 59.611 ACRES
H4 WR, LP,
a Texas limited partnership
TO
H4WR PHASE 2, LLC
a Texas limited liability company
(OWNERSHIP RETAINED)
SEPTEMBER 25, 2017
INST. 2017089587
O.P.R.W.Co.TX.

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P9

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			
X	WILLIAMSON	TEXAS	JUNE 2025			
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					7 OF 9

REFERENCE:

Date: Jun 25, 2025, 9:41am User ID: ypuga
File: C:\Users\LOCAL_~1\Temp\AcPublish_14248\Parcel P9.dwg

LINE TABLE		
LINE	BEARING	LENGTH
L8	N39°18'48"E	129.84'
L9	N47°55'11"E	31.79'
L10	N48°19'53"E	103.14'

LINE TABLE		
LINE	BEARING	LENGTH
L11	N52°36'43"E	51.41'
L12	N55°26'07"E	51.79'
L13	N58°04'10"E	47.23'

RECORD CURVE TABLE					
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SEPTEMBER 25, 2017
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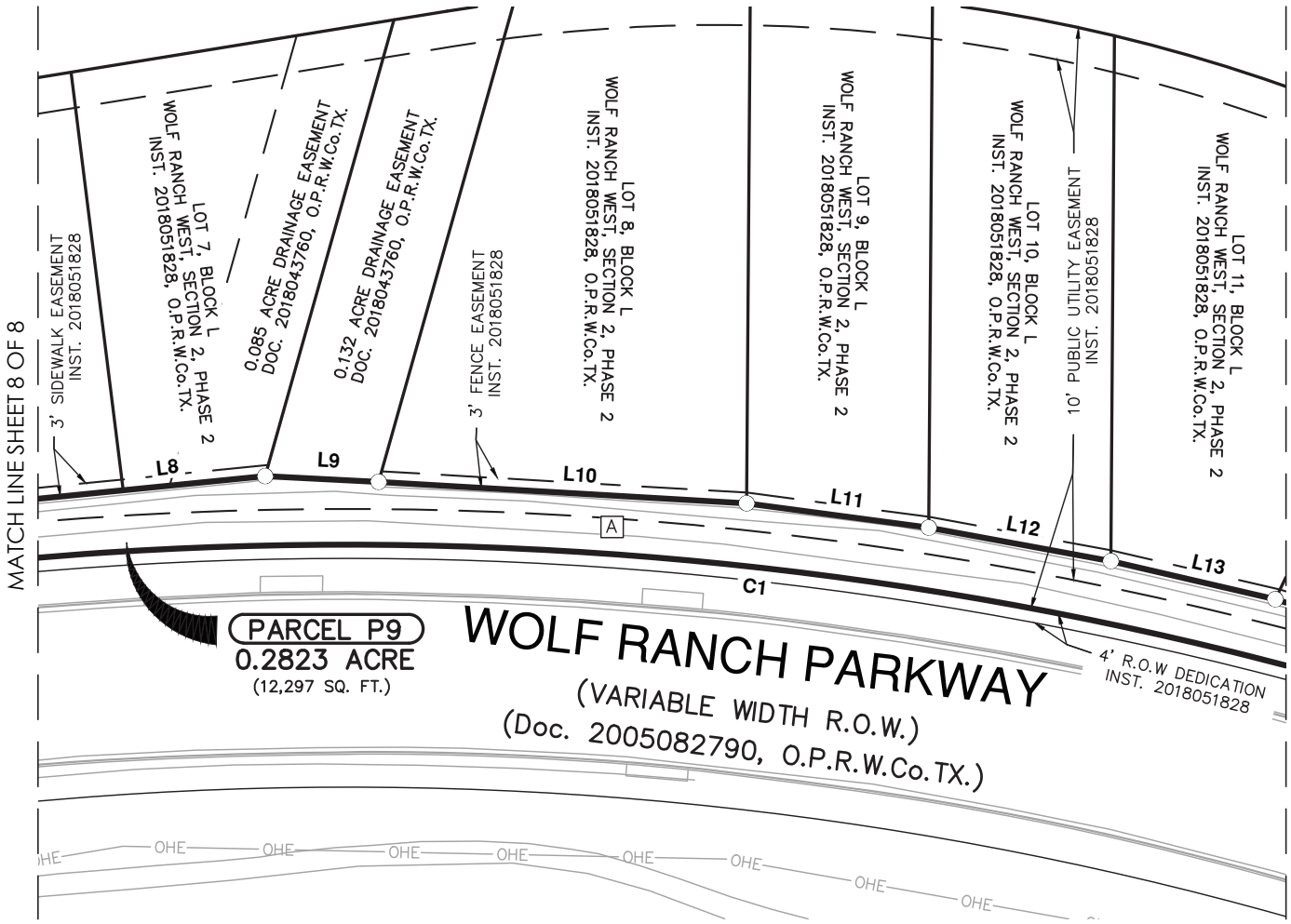
O.P.R.W.Co.TX.

0 25 50
SCALE: 1"= 50'



JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498

CITY OF
GEORGETOWN

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P9

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			
X	WILLIAMSON	TEXAS	JUNE 2025			
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					8 OF 9

REFERENCE:

Date: Jun 25, 2025, 9:41am User ID: ypuga
File: C:\Users\LOCAL_~1\Temp\AcPublish_14248\Parcel P9.dwg

LINE TABLE		
LINE	BEARING	LENGTH
L2	S69°05'26"W	26.27'
L3	N27°17'35"E	23.04'
L4	N27°17'35"E	48.97'
L5	N29°47'54"E	47.54'

LINE TABLE		
LINE	BEARING	LENGTH
L6	N32°28'55"E	51.23'
L7	N35°16'52"E	51.05'
L8	N39°18'48"E	129.84'

RECORD CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
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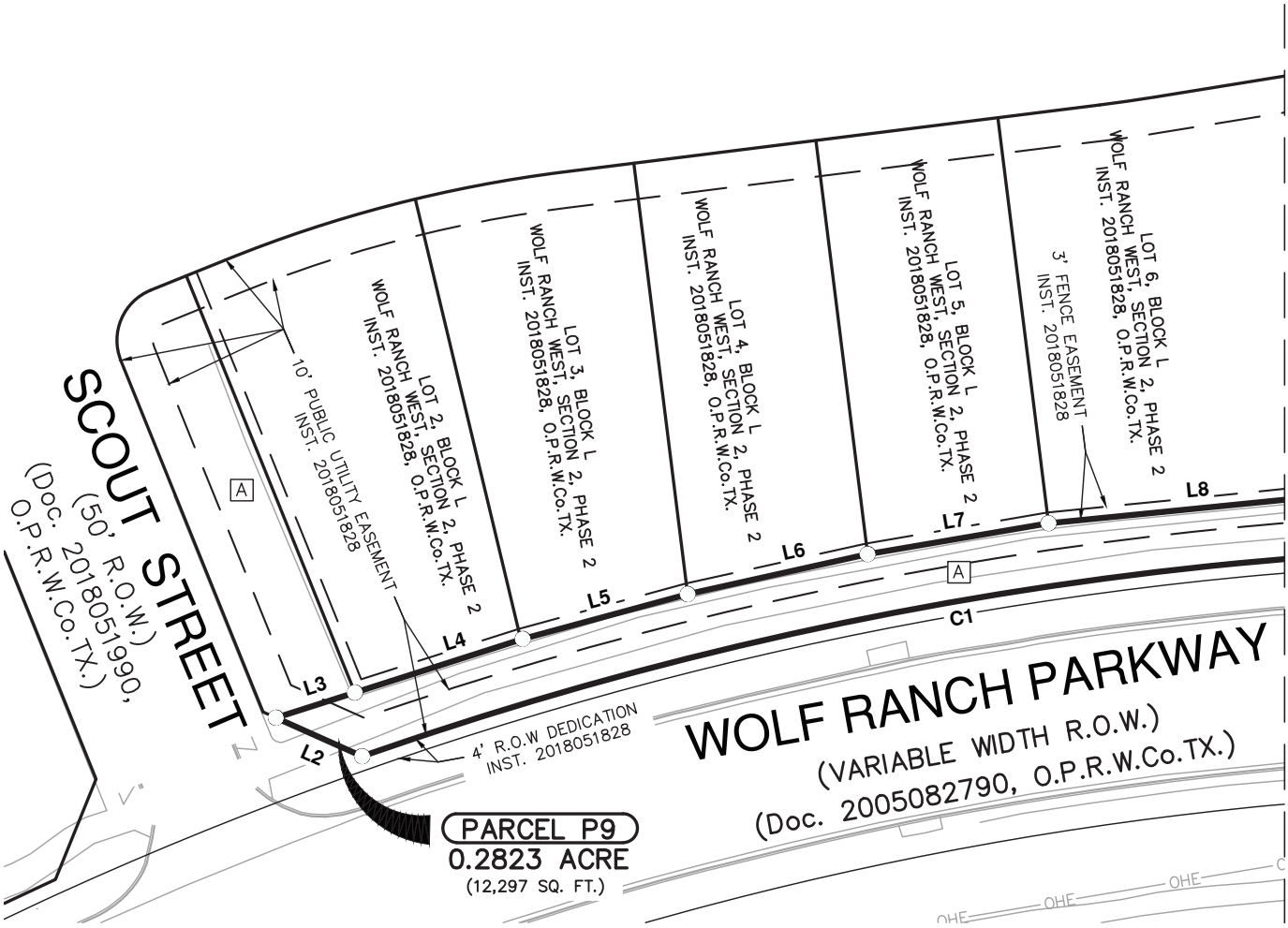
SCALE: 1"= 50'



JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498

CITY OF
GEORGETOWN

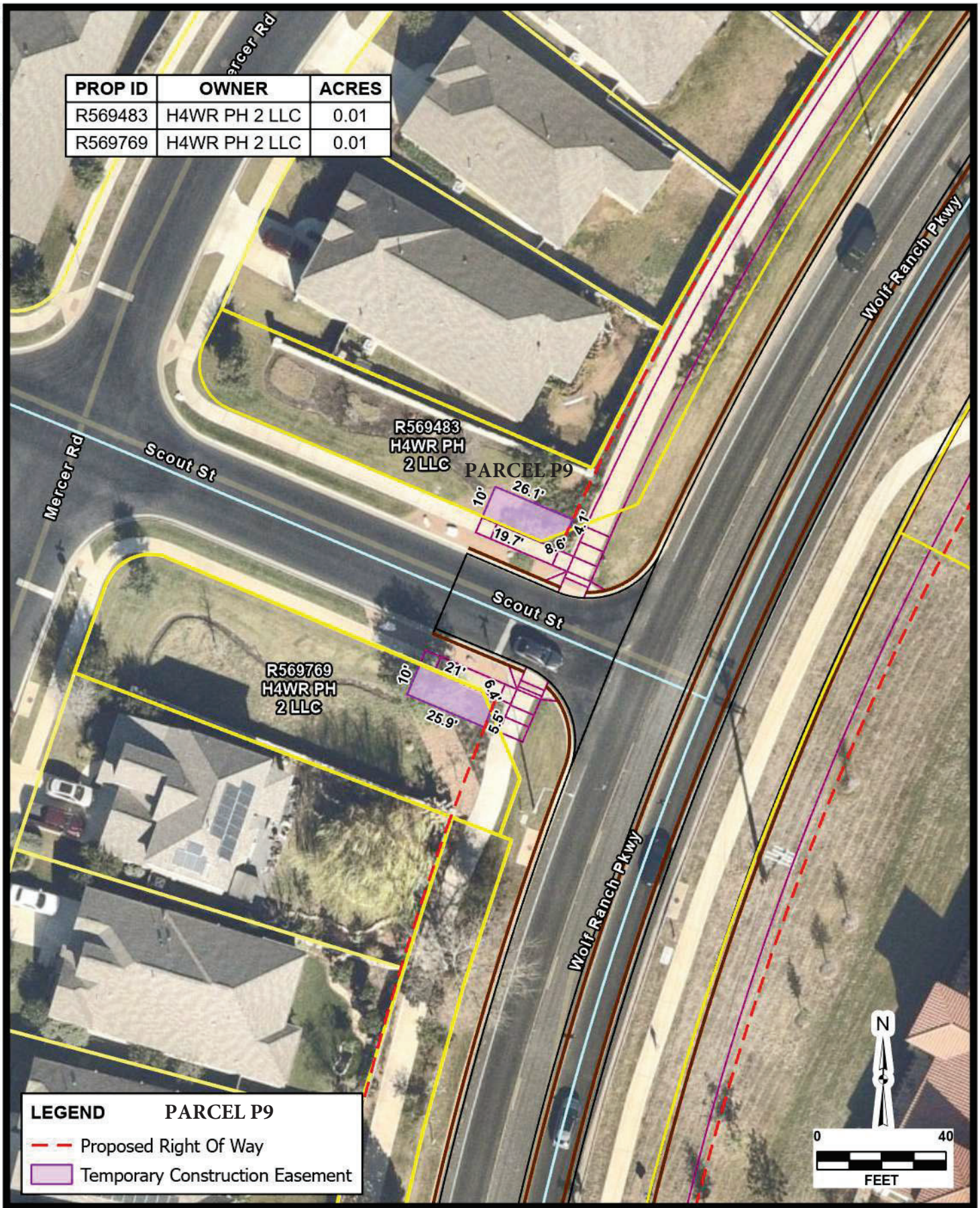
PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P9

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			
X	WILLIAMSON	TEXAS	JUNE 2025			
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					9 OF 9

REFERENCE:

Date: Jun 25, 2025, 9:41am User ID: ypuga
File: C:\Users\LOCAL_~1\Temp\AcPublish_14248\Parcel P9.dwg



PROP ID	OWNER	ACRES
R569483	H4WR PH 2 LLC	0.01
R569769	H4WR PH 2 LLC	0.01

LEGEND PARCEL P9

- Proposed Right Of Way
- Temporary Construction Easement

JOB NO.	51423-04
DATE	Mar 2026
DESIGNER	JS
CHECKED	BC
DRAWN	EH
SHEET	1.0

H4WR PH 2 LLC (R569483/569769)

GEORGETOWN, TEXAS

EASEMENT ACQUISITION EXHIBIT

PAPE-DAWSON

6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494

TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

AERIAL IMAGERY PROVIDED BY GOOGLE © UNLESS OTHERWISE NOTED. Imagery ©2026, CAPCOG,Digital Globe,Texas Orthoimagery Program, USDA Farm Service Agency

Date: Mar 29, 2026 5:19 PM User: ahaster
File: H:\Projects\514\20\GIS\ROW_Easement_Acquisition.aprx Layout: H4WR PH 2 LLC (R569483_569769) Map: Layers Map Frame

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT "A"

County: Williamson
Roadway: Wolf Ranch Parkway
Project Limits: Memorial Dr./C.R. 265 to Rivery Blvd.

PROPERTY DESCRIPTION FOR PARCEL P10

A 0.2684 ACRE (11,691 SQUARE FEET) TRACT OF LAND OUT OF LOT 1, A CALLED 4.674 ACRE TRACT, IN BLOCK A, WOLF RANCH VILLAGE SECTION 1, PHASES 1 & 2, A SUBDIVISION OF RECORD IN THE CITY OF GEORGETOWN AS RECORDED IN INSTRUMENT NUMBER, (INST.), 2021171737, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.Co.TX.), SAID LOT 1 BEING DESCRIBED AS TRACT TWO, IN A SPECIAL WARRANTY DEED FROM WOLF LAKES, LP, A TEXAS LIMITED PARTNERSHIP TO WOLF LAKES PROPERTY OWNERS ASSOCIATION, INC, EXECUTED APRIL 21, 2023, RECORDED IN INST. 2023094785, O.P.R.W.Co.TX., SAID 0.2684 ACRE TRACT BEING IN THE JOSEPH P. PULSIFER SURVEY No. 3G, ABSTRACT No. 498, PATENTED IN CONFLICT WITH THE ORVILL PERRY SURVEY No. 1, ABSTRACT 10, WILLIAMSON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a calculated point for the southernmost corner of Lot 1, being an interior corner on the north line of Lot 2, Block A, Wolf Ranch Village Section 1, Phases 1 & 2, from which a found iron rod with a cap stamped "WLSA" bears North 15º44'44" East, a distance of 0.20 feet;

THENCE, North 62º50'51" West, (Record South 62º50'51" East), along and with northwest line of Lot 2, being the westernmost south line of Lot 1, a distance of 303.34 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" on the proposed east Right-of-Way, (R.O.W.), line of Wolf Ranch Parkway, for the southeast corner and POINT OF BEGINNING of the herein described Parcel P10, said point having surface coordinates of N 10,206,892.60 and E 3,124,788.28;

(1) THENCE, North 62º50'51" West, continuing along and with the northwest line of Lot 2, being the western most south line of Lot 1, a distance of 15.00 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" on the existing curving easterly R.O.W. line of Wolf Ranch Parkway, (variable width R.O.W.), as established in Wolf Ranch Village Section 1, Phases 1 & 2, from which a found 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for the original northwest corner of Lot 2, being the original southwest corner of Lot 1, being the previous east R.O.W. line of Wolf Ranch Parkway as established in Inst. 2005082790 O.P.R.W.Co.TX. (held for line) bears North 62°50'51" West, a distance of 9.00 feet;

EXHIBIT "A"

(2) THENCE, 610.62 feet along and with the arc of a curve to the right on the existing east R.O.W. line of Wolf Ranch Parkway, along of a curve to the right, having a radius of 959.00 feet, a delta angle of 36°28'53", a chord bearing of North 45º36'36" East, a distance of 600.35 feet to a set Mag Nail with a "Pape-Dawson" washer on the existing south R.O.W. line of Sunset Vista Drive, (64 feet R.O.W.), as established in Wolf Ranch Village Section 1, Phases 3, recorded in Inst. 2022043802, O.P.R.W.Co.TX., being a northwest line of Lot 1, from which a found 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for the original; northwest corner of Lot 1, (held for line) bears North 67º24'56" West, a distance of 11.93 feet;

THENCE, along and with the existing south R.O.W. line of Sunset Vista Drive, being the northeast line of Lot 1, the following two (2) courses and distances:

(3) South 67º24'56" East, a distance of 21.38 feet to a found 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a Point of Intersection, (P.I.), corner;

(4) South 22º24'56" East, a distance of 21.09 feet to a set Mag Nail with a "Pape-Dawson" washer for the easternmost corner;

THENCE, along and with the proposed easterly R.O.W. line of Wolf Ranch Parkway, traversing over, across, and through Lot 1, the following six (6) courses and distances:

(5) South 67º52'49" West, a distance of 15.38 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.I. corner;

(6) South 64º42'01" West, a distance of 7.61 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.I. corner;

(7) South 72º54'15" West, a distance of 25.22 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a Point-of-Curvature, (P.C.), of a curve to the left;

(8) 264.49 feet along and with the arc of said curve to the left, having a radius of 940.50 feet, a delta angle of 16°06'46", a chord bearing of South 53º16'49" West, a distance of 263.62 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.I. corner;

(9) North 44º46'34" West, a distance of 9.00 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.C. of a non tangent curve to the left;

EXHIBIT "A"

(10) 304.07 feet along and with the arc of said curve to the left, having a radius of 953.17 feet, a delta angle of 18°16'40", a chord bearing of South 36º35'03" West, a distance of 302.78 feet to the POINT OF BEGINNING and containing 0.2684 acres (11,691 square feet) in the City of Georgetown, Williamson County, Texas.

All bearings and coordinates are based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00004.

Note: A parcel plat of even date was prepared in conjunction with this property description.



PREPARED BY: Pape-Dawson Engineers, Texas Surveying Firm #10028800
10801 N. MoPac Expressway, Bldg. 3, Suite 200, Austin, Texas, 78759
(512) 454-8711
DATE: August 04, 2025
JOB NO. 51423-04
DOC. ID. H:\Survey\CIVIL\51423-04\dwg\Parcels\Legal Descriptions\Parcel P10 M&B.docx

NOTES:

1) 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE SURFACE VALUES IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00004 APPLIED.
3) ABSTRACTING COMPLETED IN MAY 2025.
4) FIELD SURVEY COMPLETED BETWEEN MAY, 2025 AND JULY, 2025
5) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

LEGEND:

C.R. 265	COUNTY ROAD 265 – MEMORIAL DRIVE
Doc. No.	DOCUMENT NUMBER
D.P.R.W.Co.TX.	DEED AND PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.Co.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
FD	FOUND
FNC	FENCE
IR	IRON ROD
N.T.S.	NOT TO SCALE
SQ. FT.	SQUARE FEET
O.P.R.W.Co.TX.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
PR	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT
( )	RECORD INFORMATION FROM DEED OR PLAT
●	FOUND 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" UNLESS NOTED OTHERWISE.
○	SET 5/8" IRON ROD WITH YELLOW PAPE-DAWSON CAP
	SET MAG NAIL PAPE-DAWSON WASHER
	LAND HOOK
	PARCEL BOUNDARY LINE
	ADJACENT PROPERTY LINE
	APPROXIMATE LOCATION OF ORIGINAL SURVEY LINE
	WOODED PRIVACY FENCE
	RECORD R.O.W. PARCEL LINE
	GUY WIRE
PP	POWER POLE
OHE	OVERHEAD ELECTRIC LINE
X	WIRE FENCE
	LUMINARE STANDARD LIGHT POLE
SD	STORM DRAIN MANHOLE
G	GAS MARKER
	VALVE
	FIRE HYDRANT

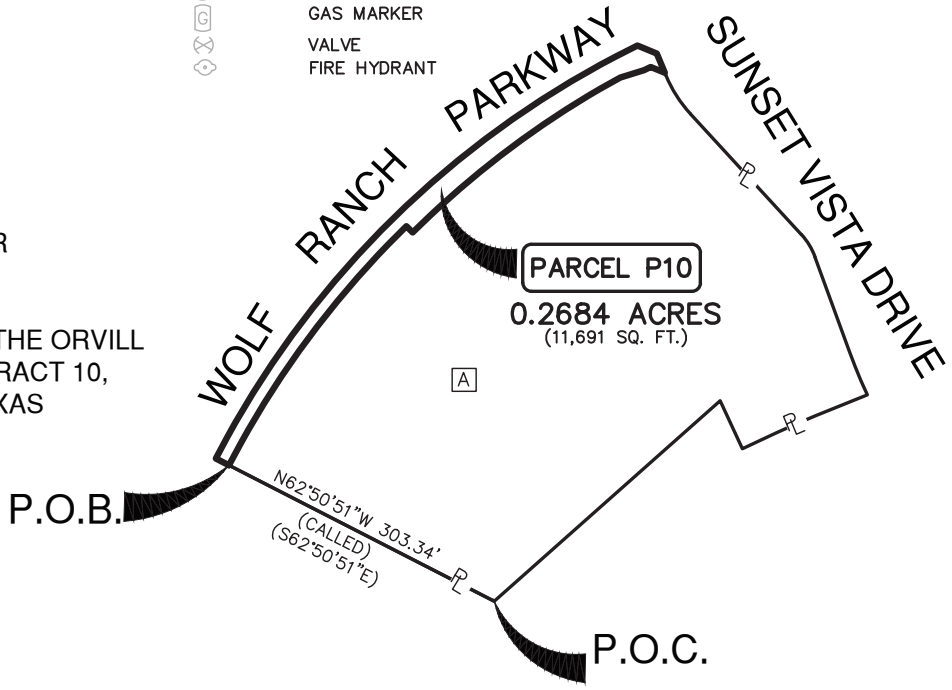
N.T.S.

PARENT TRACT
[A] LOT 1, BLOCK A
CALLED 4.674 ACRES
WOLF LAKES VILLAGE
SECTION 1, PHASES 1 & 2
DOC. 2021171737
O.P.R.W.Co.TX.

TRACT TWO
LOT 1, BLOCK A
WOLF LAKES, LP,
a Texas limited partnership
TO
WOLF LAKES PROPERTY
OWNERS ASSOCIATION, INC,
a Texas non-profit
property owners' association
APRIL 21, 2023
DOC. 2023094785
O.P.R.W.Co.TX.

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH THE ORVILL PERRY SURVEY No. 1, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

CITY OF GEORGETOWN



STATE OF TEXAS
REGISTERED
ALAN J HORTON
5768
PROFESSIONAL
LAND SURVEYOR

08/04/2025

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

REV. NO.	DATE	DESCRIPTION	BY

WILLIAMSON COUNTY, TEXAS

PARCEL NO.	DEED ACREAGE	ACQUIRED ACRES (SQ. FT.)	ABSTRACT	ACRES (SQ.FT.) IN ORIGINAL SURVEY	REMAINDER
P10	4.674	0.2684 (11,691)	498	N/A	4.406 RT

PARCEL PLAT SHOWING
PARCEL P10

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	N.T.S.					4 OF 7

Date: Aug 04, 2025, 10:50am User ID: dcabollero
File: C:\Users\LOCAL_~1\Temp\AcPublish_16412\Parcel P10.dwg

REFERENCE:

REFERENCES:

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. No. GT2503714
Texan Title Insurance Company
Date Effective: July 16, 2025
Date Issued: July 25, 2025

10. The following matters and all terms of the documents creating or offering evidence of the matters.

a. NOT A SURVEY MATTER
b. SUBJECT TO
c. SUBJECT TO
d. SUBJECT TO
e. NOT A SURVEY MATTER
f. NOT A SURVEY MATTER
g. NOT A SURVEY MATTER
h. SUBJECT TO AS SHOWN
i. SUBJECT TO AS SHOWN
j. DOES NOT AFFECT
k. SUBJECT TO AS SHOWN
l. SUBJECT TO – SEE THIS SHEET
m. SUBJECT TO
n. TERMS, CONDITIONS & STIPULATIONS MAY APPLY
o. TERMS, CONDITIONS & STIPULATIONS MAY APPLY
p. MAY BE SUBJECT TO
q. TERMS, CONDITIONS & STIPULATIONS MAY APPLY
r. TERMS, CONDITIONS & STIPULATIONS MAY APPLY
s. MAY BE SUBJECT TO
t. MAY BE SUBJECT TO
u. MAY BE SUBJECT TO
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aa. TERMS, CONDITIONS & STIPULATIONS MAY APPLY
bb. TERMS, CONDITIONS & STIPULATIONS MAY APPLY
cc. TERMS, CONDITIONS & STIPULATIONS MAY APPLY
dd. NOT A SURVEY ISSUE
ee. NOT A SURVEY ISSUE
ff. NOT A SURVEY ISSUE

CITY OF GEORGETOWN AVIGATION EASEMENT

a. GRANTS FOR THE USE AND BENEFIT OF THE PUBLIC A CONTINUING EASEMENT AND RIGHT OF FLIGHT FOR THE PASSAGE OF AIRCRAFT IN THE AIR SPACE ABOVE THE SURFACE OF THE LAND OVER WHICH THIS EASEMENT IS OBTAINED, TOGETHER WITH THE RIGHT TO CAUSE IN SAID AIR SPACE SUCH NOISE AS MAY NE INHERENT IN THE OPERATION OF AIRCRAFT, NOW KNOWN OR HEREAFTER USED FOR NAVIGATION OF OR FLIGHT IN THE AIRSPACE USING SAID AIR SPACE FOR LANDING AT, TAKING OFF FROM OR OPERATION ON THE GEORGETOWN MUNICIPAL AIRPORT; AND

b. WILL LIMIT THE HEIGHT OF ANY STRUCTURE TO NO MORE THAN THE APPROACH SLOPE OR THE TRANSITION SLOPE ELEVATION OF THE GEORGETOWN AIRPORT AS INDICATED ON THE PLAT. THE MAXIMUM HEIGHT OF ANY STRUCTURE SHALL BE THE DIFFERENCE BETWEEN THE GROUND ELEVATION AND THE AVIGATION ELEVATION FOR ANY PARTICULAR LOCATION.

c. THE SUBDIVISION IS LOCATED BENEATH THE HORIZONTAL ZONE LEVATION OF 150 FEET ABOVE AIRPORT ELEVATION, OR 937.00 FEET ABOVE MEAN SEA LEVEL.

d. THE MAXIMUM HEIGHT OF ANY STRUCTURE LOCATED IN THE EASEMENT IS {REFER TO CHAPTER 12.36 FOR THE GEORGETOWN MUNICIPAL CODE TO DETERMINE THIS.}

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P10

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
						5 OF 7

REFERENCE:

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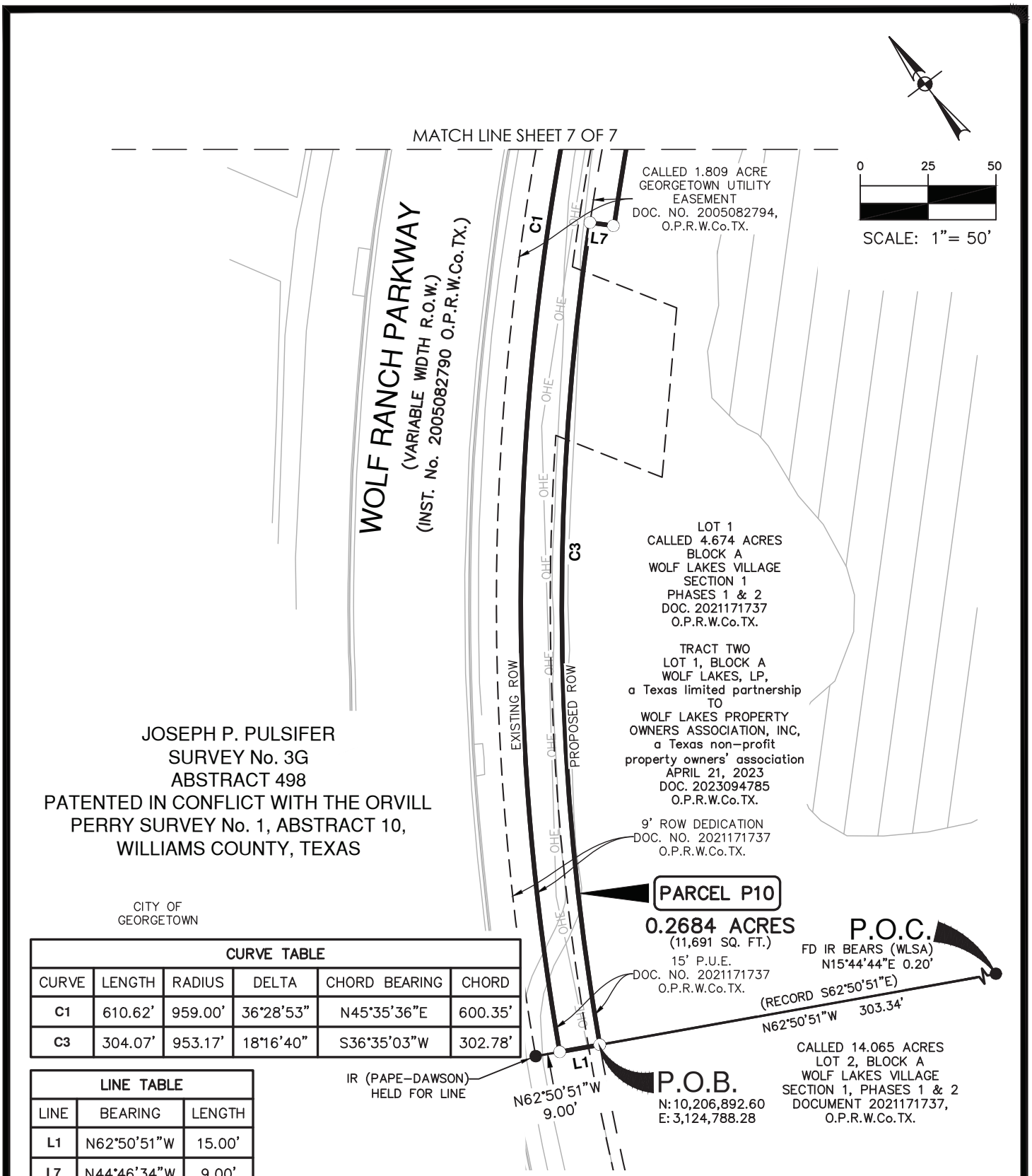

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH THE ORVILL
PERRY SURVEY No. 1, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

CITY OF
GEORGETOWN

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	610.62'	959.00'	36°28'53"	N45°35'36"E	600.35'
C3	304.07'	953.17'	18°16'40"	S36°35'03"W	302.78'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N62°50'51"W	15.00'
L7	N44°46'34"W	9.00'

PAPE-DAWSON ENGINEERS

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2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P10

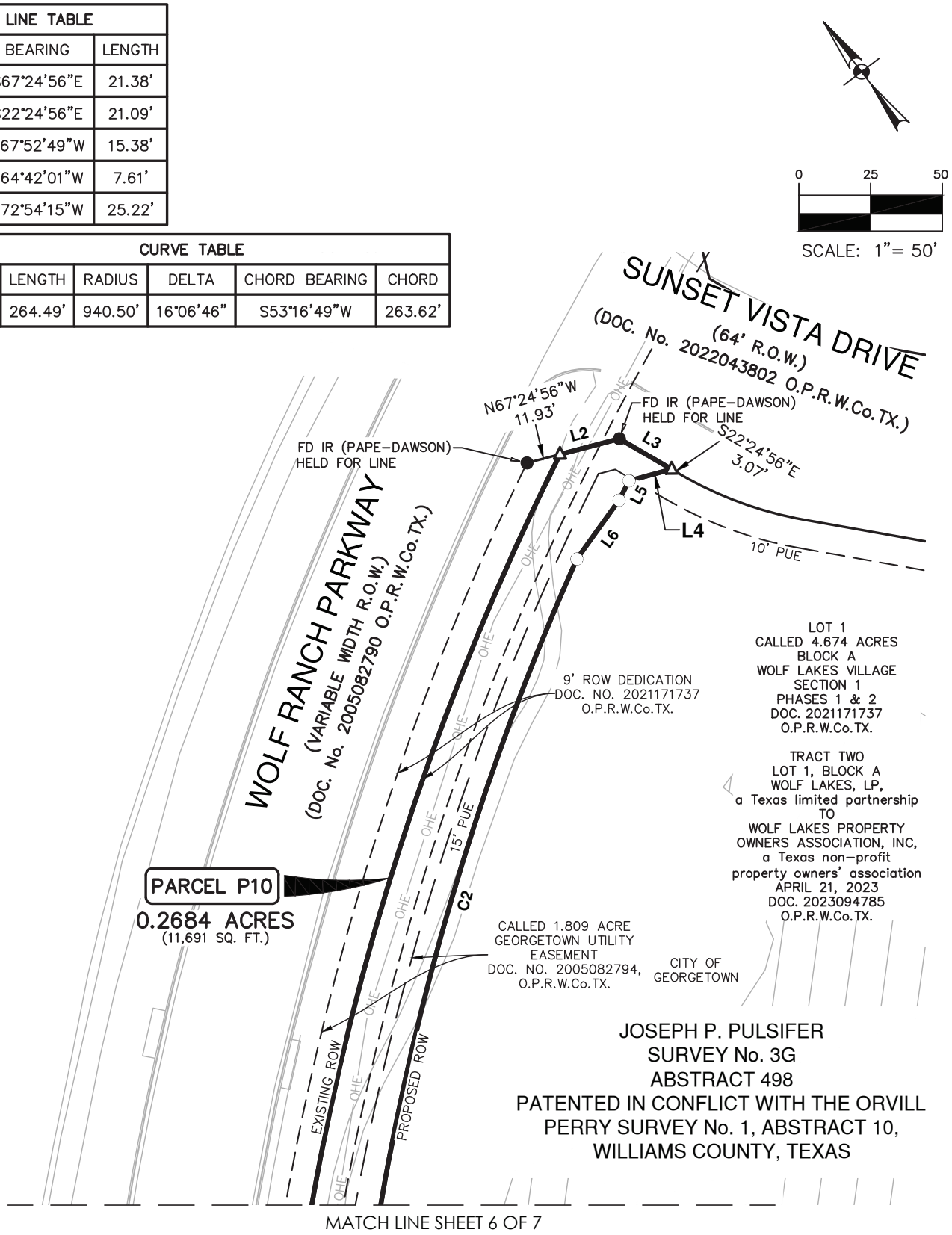
FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					6 OF 7

Date: Aug 04, 2025, 10:50am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_16412\Parcel P10.dwg

REFERENCE:

LINE TABLE		
LINE	BEARING	LENGTH
L2	S67°24'56"E	21.38'
L3	S22°24'56"E	21.09'
L4	N67°52'49"W	15.38'
L5	S64°42'01"W	7.61'
L6	S72°54'15"W	25.22'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C2	264.49'	940.50'	16°06'46"	S53°16'49"W	263.62'



MATCH LINE SHEET 6 OF 7

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P10

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					7 OF 7

REFERENCE:

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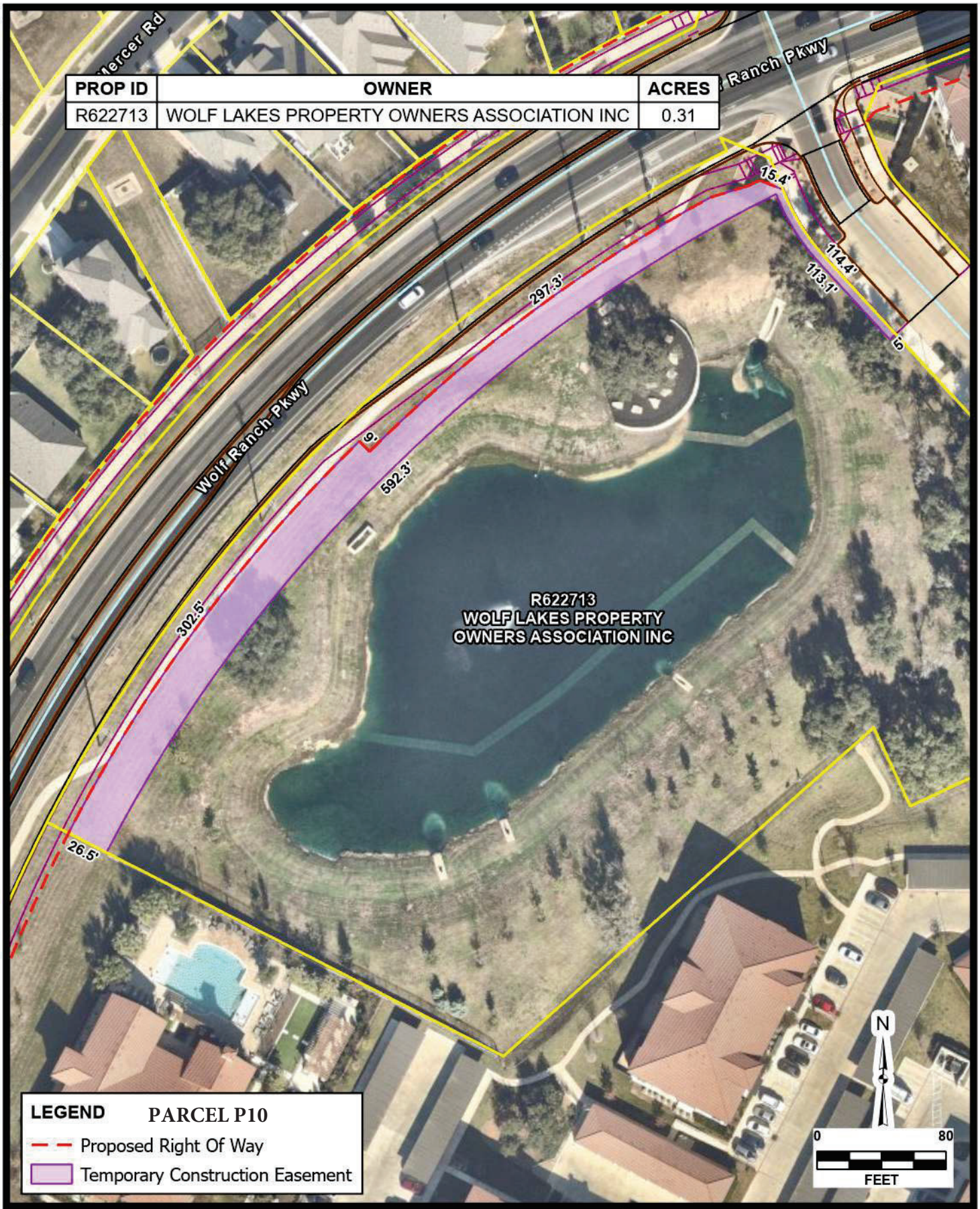

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Date: Mar 29, 2026 5:29 PM User: ehaster
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JOB NO.	51423-04
DATE	Mar 2026
DESIGNER	JS
CHECKED	BC
DRAWN	EH
SHEET	1.0

WOLF LAKES PROPERTY OWNERS ASSOCIATION INC

GEORGETOWN, TEXAS

EASEMENT ACQUISITION EXHIBIT

PAPE-DAWSON
6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT "A"

County: Williamson
Roadway: Wolf Ranch Parkway
Project Limits: Memorial Dr./C.R. 265 to Rivery Blvd.

PROPERTY DESCRIPTION FOR PARCEL P11

A 0.1136 ACRE (4,948 SQUARE FEET) TRACT OF LAND OUT OF LOT 1, A CALLED 11.793 ACRE TRACT, IN WOLF LAKES VILLAGE, SECTION 5, A SUBDIVISION OF RECORD IN THE CITY OF GEORGETOWN AS RECORDED IN INSTRUMENT NUMBER, (INST.), 2022098185, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.Co.TX.), SAID LOT 1 BEING PLATTED OUT OF A CALLED 12.006 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED FROM WOLF LAKES, LP, A TEXAS LIMITED PARTNERSHIP TO WOLF LAKES MULTIFAMILY OWNER, LLC, A TEXAS LIMITED LIABILITY COMPANY, (OWNERSHIP RETAINED) EXECUTED MAY 24, 2022, RECORDED IN INST. 2022064810, O.P.R.W.Co.TX., SAID 0.1136 ACRE TRACT BEING IN THE JOSEPH P. PULSIFER SURVEY No. 3G, ABSTRACT 498, WILLIAMSON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a found 1/2 inch iron rod for the south corner on the northernmost east line of Lot 1, being the southernmost corner of Lot 1, a called 4.246 tract, in Block C, The Rivery Phase One Cabinet, (Cab.), X, Slide, (Sld.), 193-196, same being INST. 2003040368 O.P.R.W.Co.TX, being the northwest corner of Lot 4, Block F, River Hills, Section One, Cab. D., Sld's 304-306, Inst. 1980004187, O.P.R.W.Co.TX.;

THENCE, North 12º28'10" West, (Record South 12°21'07" East), along and with the south of Lot 1, Block C, being the north line of Lot 1, a distance of 132.79 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" on the proposed south Right-of-Way, (R.O.W.), line of Wolf Ranch Parkway, for the easternmost corner and POINT OF BEGINNING of the herein described Parcel P11, said point having surface coordinates of N 10,207,709.59 and E 3,126,249.11;

THENCE, traversing over, across, and through said Lot 1, along and with the proposed south R.O.W. line of Wolf Ranch Parkway, the following five (5) courses and distances:

(1) South 68º57'49" West, a distance of 139.18 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a Point of Intersection, (P.I.), corner;

(2) South 83º29'50" West, a distance of 49.05 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.I., corner

(3) South 68º57'53" West, a distance of 802.81 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.I., corner

EXHIBIT "A"

(4) South 59º07'58" West, a distance of 23.06 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.I., corner;

(5) South 38º45'01" West, a distance of 24.45 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" on the existing east R.O.W. line of Sunset Vista, (64' R.O.W.) as established in Inst, 2022043802 O.P.R.W.Co.TX., from which a found MAGNAIL with washer stamped "CEC" for a Point of Tangency, (P.T.), of a curve to the right of Sunset Vista Drive, a 64' R.O.W., as established in Document Number 2022043802, O.P.R.W.Co.TX., (held for line) bears South 22º24'56" East, a distance of 25.22 feet;

(6) THENCE, North 22º24'56" West, along and with the existing east R.O.W. line of Sunset Vista Drive, being a western line of Lot 1, a distance of 2.94 feet to a found iron rod with yellow cap stamped "Pape-Dawson" on the existing south R.O.W., line of Wolf Ranch Parkway, for the westernmost corner of said 11.793 acre tract;

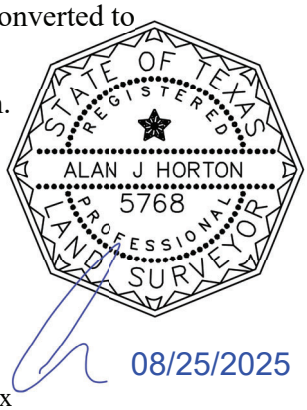
(7) THENCE, North 23º16'26" East, along and with the existing R.O.W. line of Sunset Vista Drive, being a northwestern line of Lot 1, a distance of 22.35 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for the southernmost corner of a called 0.213 acre, 9' dedication, for R.O.W. purposes by Plat recorded in INST. 2022098185 and a Point of Intersection, (P.I.), corner;

(8) THENCE, 68º57'49" East, along and with the west line of Lot 1, being the east line of said 9' R.O.W. dedication, a distance of 1022.85 feet to a found iron rod with a cap stamped "CEC", from which a found iron rod with yellow cap stamped "CEC, Inc Boundary ", (held for line) bears North 12º28'10" West, a distance of 9.10 feet;

(9) THENCE, South 12º28'10" East, along and with the common line between said Lot 1 and said Lot 1, Block C, a distance of 15.17 feet the POINT OF BEGINNING and containing 0.1136 acres (4,948 square feet) in the City of Georgetown, Williamson County, Texas.

All bearings and coordinates are based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00004.

Note: A parcel plat of even date was prepared in conjunction with this property description.



PREPARED BY: Pape-Dawson Engineers, Texas Surveying Firm #10028800
10801 N. MoPac Expressway, Bldg. 3, Suite 200, Austin, Texas, 78759
(512) 454-8711
REVISED DATE: August 25, 2025
DATE: June 30, 2025
JOB NO. 51423-04
DOC. ID. H:\Survey\CIVIL\51423-04\dwg\Parcels\Legal Descriptions\Parcel P11 M&B.docx

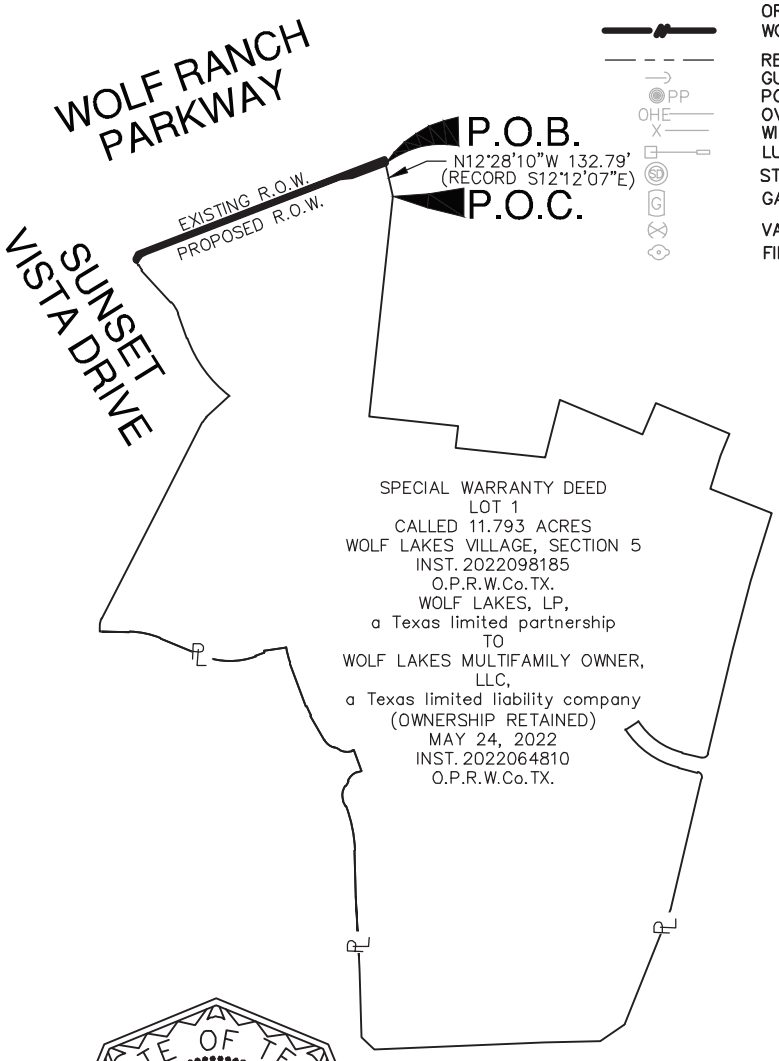
NOTES:

1) 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE SURFACE VALUES IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00004 APPLIED.
3) ABSTRACTING COMPLETED IN _____ 2025.
4) FIELD SURVEY COMPLETED BETWEEN April 29, 2025 AND May 01, 2025
5) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

LEGEND:

C.R. 265	COUNTY ROAD 265 – MEMORIAL DRIVE
FD	FOUND
FNC	FENCE
IR	IRON ROD
N.T.S.	NOT TO SCALE
O.P.R.W.Co.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PR	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT
( )	RECORD INFORMATION FROM DEED OR PLAT
INST.	INSTRUMENT
●	FOUND 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" UNLESS NOTED OTHERWISE.
○ N	SET 5/8" IRON ROD WITH YELLOW PAPE-DAWSON CAP LAND HOOK
	PARCEL BOUNDARY LINE
℄	ADJACENT PROPERTY LINE
	APPROXIMATE LOCATION OF ORIGINAL SURVEY LINE
	WOODED PRIVACY FENCE
	RECORD R.O.W. PARCEL LINE
	GUY WIRE
PP	POWER POLE
OHE	OVERHEAD ELECTRIC LINE
X	WIRE FENCE
	LUMINARE STANDARD
SD	STORM DRAIN MANHOLE
G	GAS MARKER
	VALVE
	FIRE HYDRANT

N.T.S.



JOSEPH P. PULSIFER
SURVEY No. 3G, ABSTRACT 498

PATENTED IN
CONFLICT WITH THE

ORVILL PERRY
SURVEY No 1, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

CITY OF
GEORGETOWN

STATE OF TEXAS
REGISTERED
ALAN J HORTON
5768
PROFESSIONAL
LAND SURVEYOR

08/25/2025

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

REV. NO.	DATE	DESCRIPTION	BY
1	08/13/25	PARCEL BOUNDARY UPDATE	DC

WILLIAMSON COUNTY, TEXAS

PARCEL NO.	DEED ACREAGE	ACQUIRED ACRES (SQ.FT.)	ABSTRACT	ACRES (SQ.FT.) IN ORIGINAL SURVEY	REMAINDER
P11	11.793	0.1136 (4,948)	498	N/A	11.679 RT

PARCEL PLAT SHOWING
PARCEL P11

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	N.T.S.					3 OF 8

REFERENCE:

Date: Aug 25, 2025, 6:17am User ID: davidscott
File: H:\Survey\CIVIL\51423-04\dwg\Parcels\Parcel P11.dwg

REFERENCES:

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. No. GT2503716
Texan Title Insurance Company
Date Effective: May 21, 2025
Date MATTERd: June 5, 2025

10. The following matters and all terms of the documents creating or offering evidence of the matters.

a. SUBJECT TO AS SHOWN
b. NOT A SURVEY MATTER
c. NOT A SURVEY MATTER
d. SUBJECT TO AS SHOWN
e. NOT A SURVEY MATTER
f. NOT A SURVEY MATTER
g. SUBJECT TO
h. NOT A SURVEY MATTER
i. NOT A SURVEY ISSUE
j. SUBJECT TO AS SHOWN
k. NOT SUBJECT TO
l. NOT A SURVEY MATTER
m. SUBJECT TO
n. NOT A SURVEY MATTER
o. NOT A SURVEY MATTER
p. SUBJECT TO
q. SUBJECT TO
r. SUBJECT TO

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P11

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
						4 OF 8

REFERENCE:

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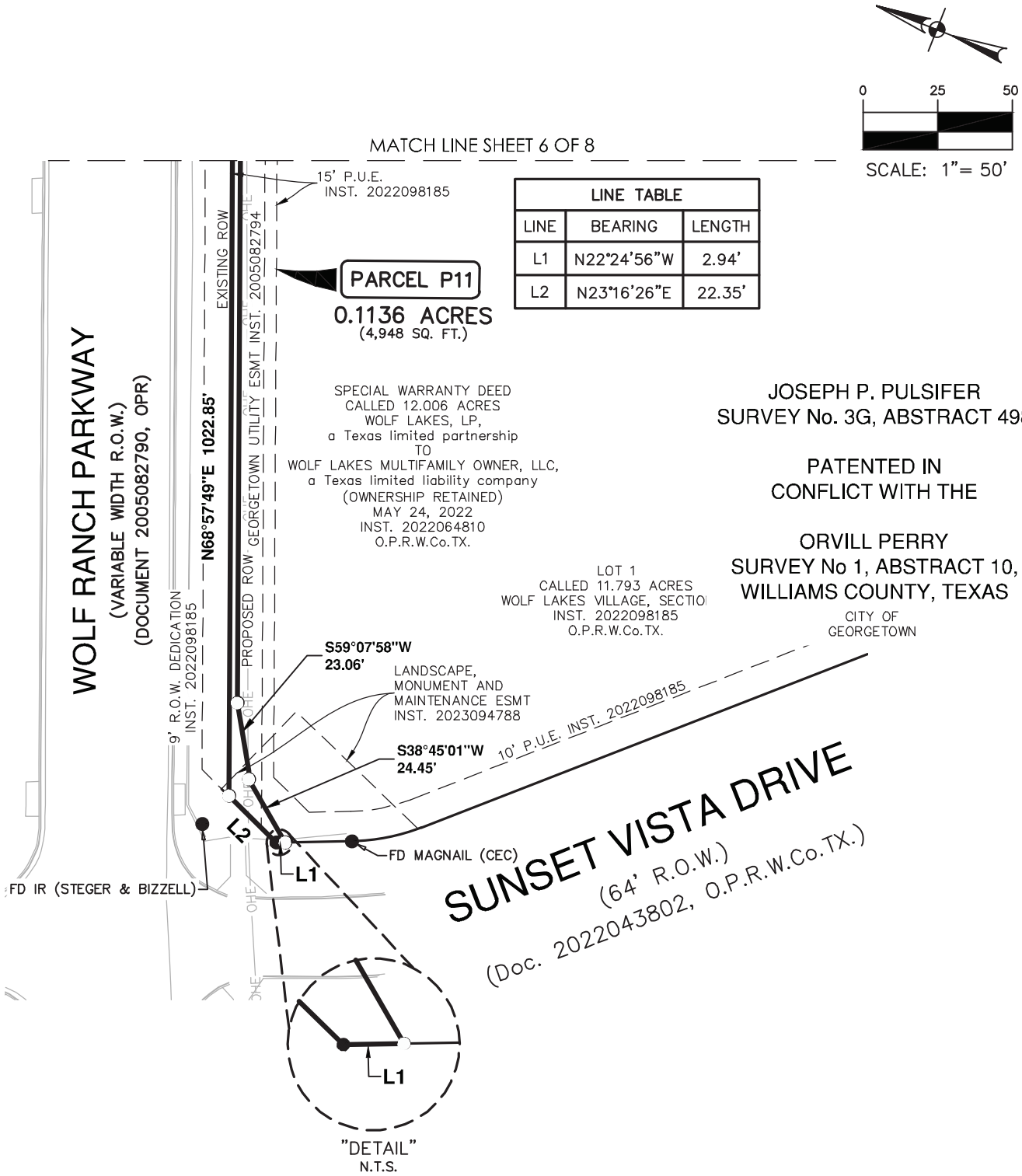

LINE TABLE		
LINE	BEARING	LENGTH
L1	N22°24'56"W	2.94'
L2	N23°16'26"E	22.35'

PAPE-DAWSON ENGINEERS

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2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P11

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					5 OF 8

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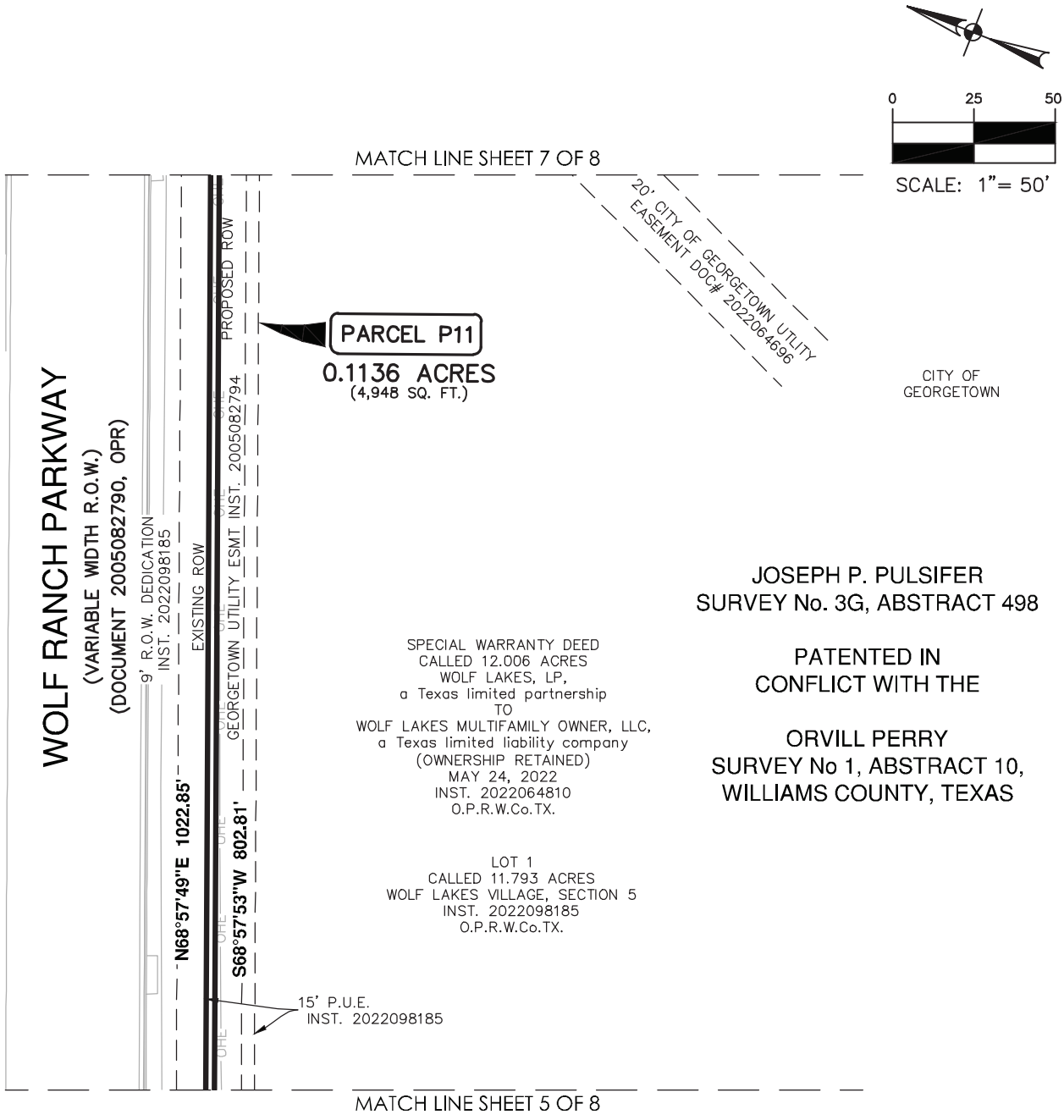

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P11

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					6 OF 8

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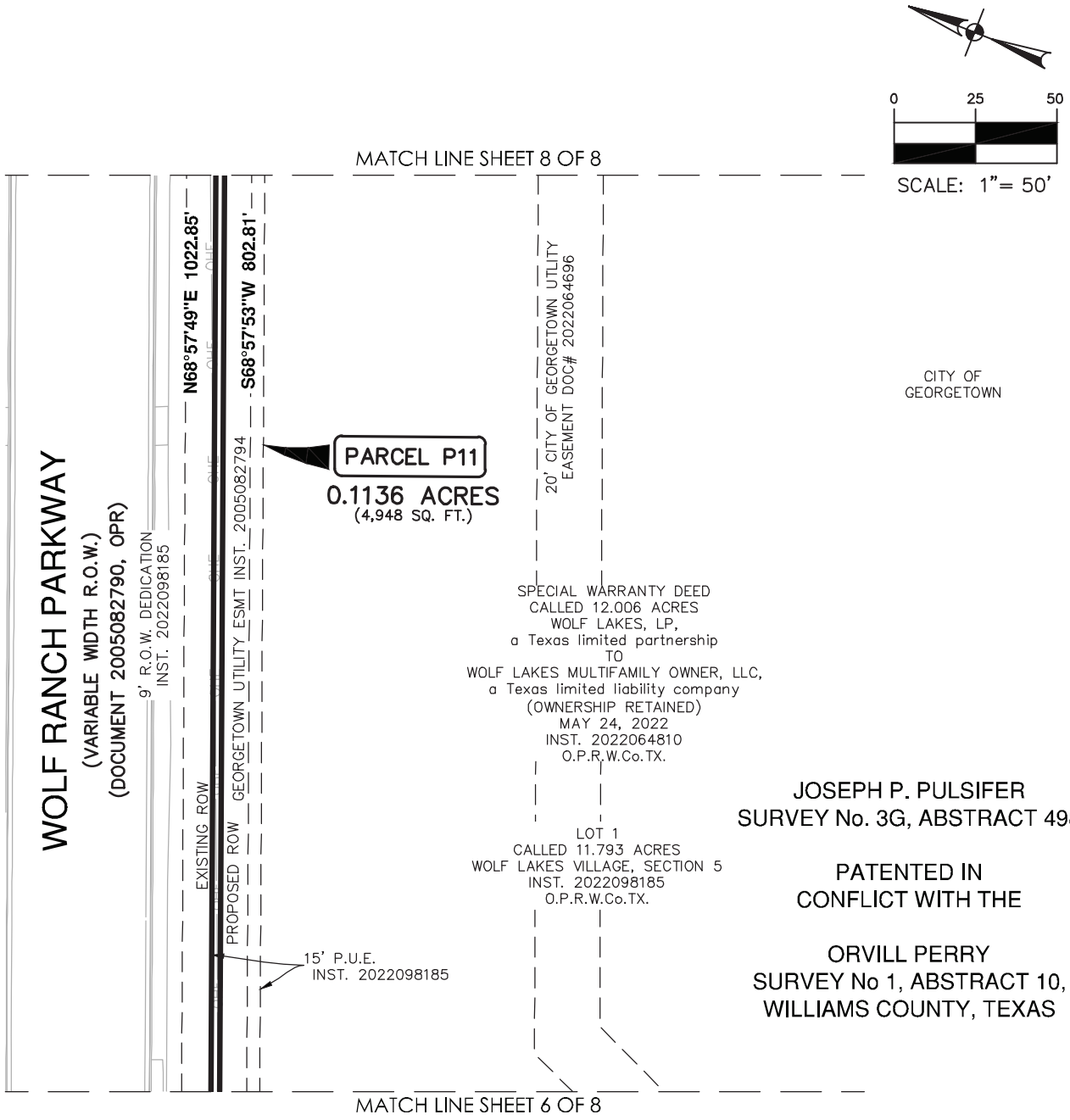

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P11

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					7 OF 8

REFERENCE:

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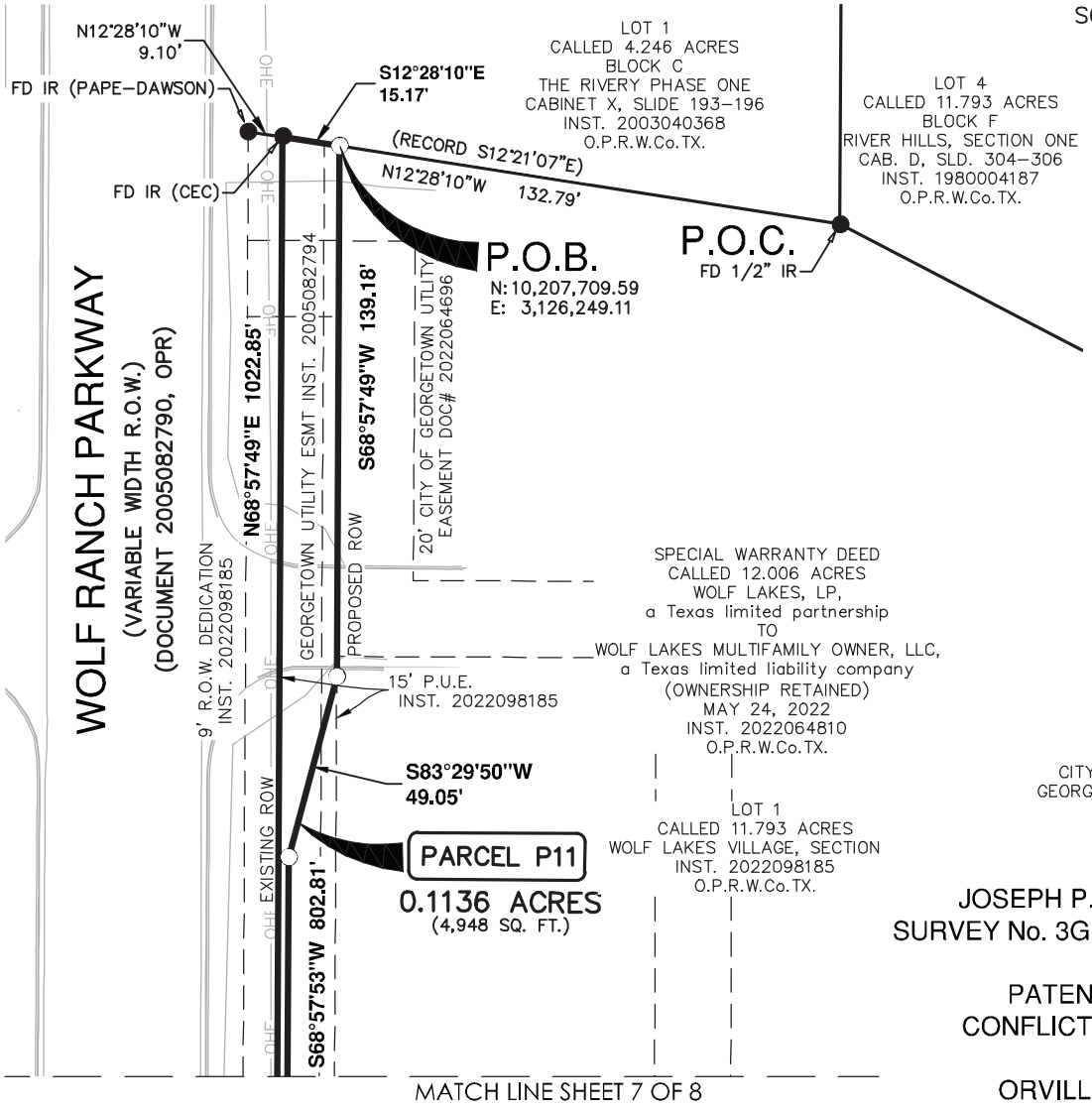

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P11

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					8 OF 8

REFERENCE:

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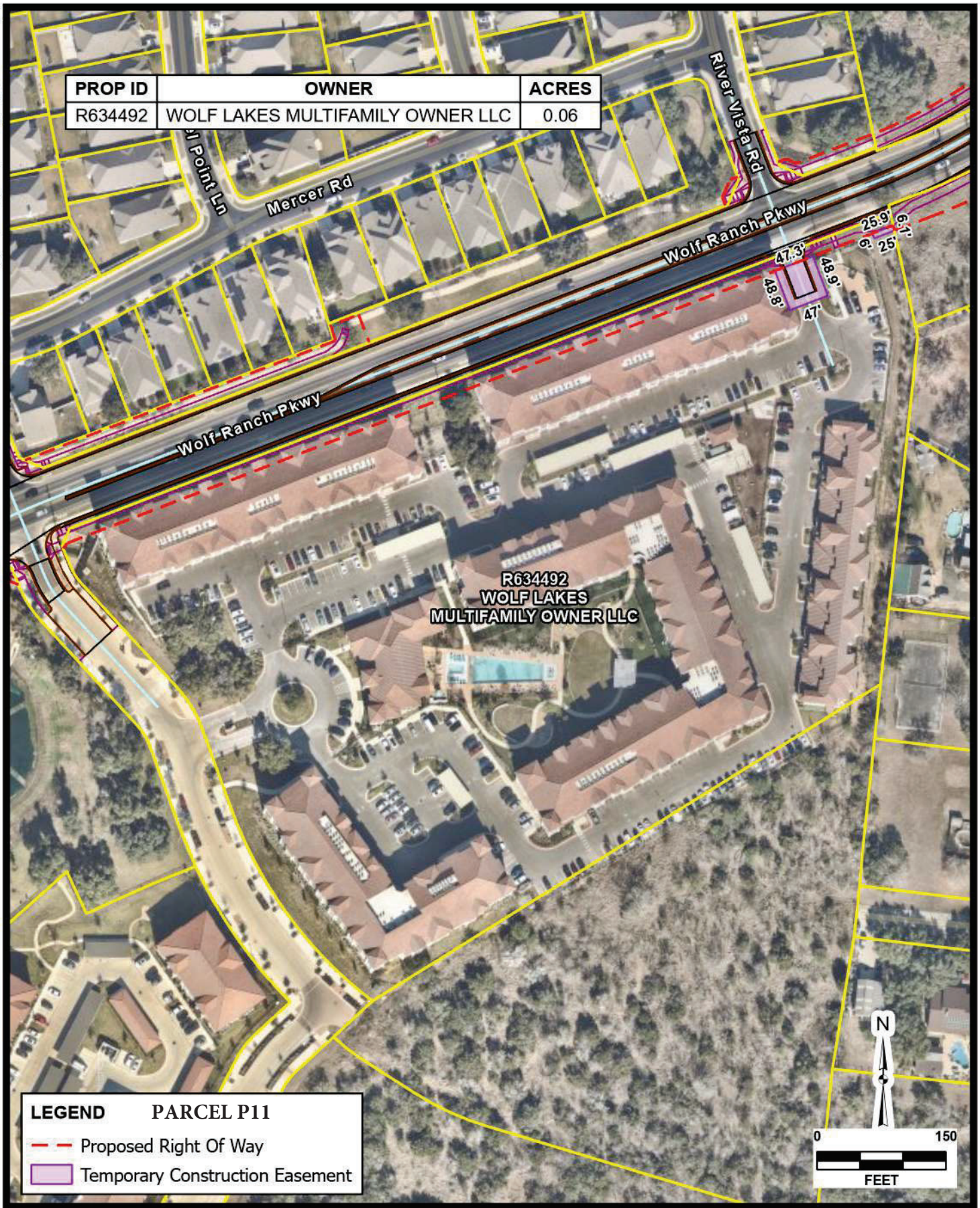

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Date: Mar 29, 2026 5:41 PM User: ahaster
File: H:\Projects\51423\04\GIS\ROW_Easement_Acquisition.aprx Layout: WOLF LAKES MULTIFAMILY OWNER LLC Map: Layers Map Frame

JOB NO.	51423-04
DATE	Mar 2026
DESIGNER	JS
CHECKED	BC
DRAWN	EH
SHEET	1.0

WOLF LAKES MULTIFAMILY OWNER LLC

CITY OF GARLAND

EASEMENT ACQUISITION EXHIBIT

PAPE-DAWSON
6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

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EXHIBIT “A”

C1unty: Williams1n
R1adway: W1lo Ranch Parkway
Pr1ject Limits: Mem1rial Dr./C.R. 265 t1 Rivery Blvd.

PROPERTY DESCRIPTION FOR PARCEL P92

0.9f05 OF AN ACRE, 8f,(25 S7 QARE FEETUTRACT OF LAND OQT OF OPEN SPACE LOT 96, A CALLED 0.f90 OF AN ACRE IN BLOC) M, WOLF RANCH WEST, SECTION 2, PHASE 2, A SQBDI4 ISION IN THE CITY OF KEORKETOWN, RECORDED IN INSTRQMENT NQMBER 8INST.U 209V059V2V OFFICIAL PQBLIC RECORDS, WILLIAMSON COQNTY, TEXAS, 8O.P.R.W.C1.TX.U SAID LOT 96 BEINK PLATTED OQT OF A CALLED 5G699 ACRE TRACT, AS DESCRIBED IN A SPECIAL WARRANTY DEED FROM H(WR, LP, A TEXAS LIMITED PARTNERSHIP, TO H(WR PHASE 2, LLC, A TEXAS LIMITED LIABILITY COMPANY 8OWNERSHIP RETAINEDU EXECQTED SEPTEMBER 2f, 209f, RECORDED IN INST. 209f0VG5Vf, O.P.R.W.C1.TX., SAID 0.9f05 OF AN ACRE TRACT BEINK IN THE JOSEPH P. PQLSIFER SQR4 EY N1. 3K, ABSTRACT N1. (GV, WILLIAMSON COQNTY, TEXAS, AND MORE PARTICQLARLY DESCRIBED AS FOLLOWS:

COMMENCINK at a set 5/Vinch ir1n r1d with yell1w cap stamped “Pape-Daws1n” 1lr a P1int 1o Tangency 8P.T.U1n the existing east Right-Oo-Way 8R.O.W.Uline 1o Sunset 4 ista Drive, 850’ R.O.W.U as established in Inst. 209V059V2VO.P.R.W.C1.TX., being the west line 1o L1t 9;

THENCE, al1ng and with the existing east R.O.W. line 1o Sunset 4 ista Drive, being the west line 1o L1t 9, the 1ll1wing Tw1 82Uc1urses and distances:

S1uth 22º2(’56” East, 8Rec1rd N1rth 22°2(’56” WestU a distance 1o 23.GVœet t1 set 5/Vinch ir1n r1d with yell1w cap stamped “Pape-Daws1n”, 1lr a P1int-1o-Intersecti1n, 8P.I.U c1rner;

S1uth 65º59’20” East, 8Rec1rd N1rth 65º595’20” WestU a distance 1o 6.2Vœet t1 a set 5/Vinch ir1n r1d with yell1w cap stamped “Pape-Daws1n”, 1n the pr1p1sed n1rth R.O.W. line 1o W1lo Ranch Parkway, 1lr the s1uthwest c1rner 1o L1t 9, being the westernm1st c1rner 1o L1t 96, same being the westernm1st c1rner and POINT OF BEKINNINK 1o the herein described Parcel P92, said p1int having surœace c11rdinates 1o N 90,20f,(36.V9, and E 3,925,23V.23;

89U THENCE, N1rth 6G°06’0(” East, al1ng and with the pr1p1sed n1rth R.O.W. line 1o W1lo Ranch Parkway, same being the n1rth line 1o L1t 96, being the s1uth lines 1o L1t 9, L1t 2, & L1t 3, all 1o said W1lo Ranch West, Secti1n 2, Phase 2, a distance 1o 9V(.9f œet t1 a set 5/Vinch ir1n r1d with yell1w cap stamped 8Pape-Daws1nU 1lr the easternm1st c1rner 1o L1t 3, being the s1uthernm1st c1rner 1o L1t (;

EXHIBIT “A”

82U THENCE, N1rth 6V°5V’9V” East, al1ng and with the pr1p1sed n1rth R.O.W. line 1oW1lo Ranch Parkway, same being the n1rth line 1oL1t 96, being the s1uth lines 1oL1t (, L1t 5, & L1t 6, all 1osaid W1loRanch West, Secti1n 2, Phase 2, a distance 1o953.00 œet t1 a set 5/Vinch ir1n r1d with yell1w cap stamped 8Pape-Daws1nU olr the easternm1st c1rner 1o L1t 6, being the s1uthernm1st c1rner 1oL1t f;

83U THENCE, N1rth 6V°56’95” East, al1ng and with the pr1p1sed n1rth R.O.W. line 1oW1lo Ranch Parkway, same being the n1rth line 1o L1t 96, being the s1uth line 1o L1t f, a distance 1o(G69 œet t1 a set 5/Vinch ir1n r1d with yell1w cap stamped 8Pape-Daws1nU olr the easternm1st c1rner 1oL1t f, being an interi1r c1rner 1oL1t 92; c1rner 1oL1t f;

8(U THENCE, N1rth 9f°03’0(” West, al1ng and with the pr1p1sed n1rth R.O.W. line 1oW1lo Ranch Parkway, same being the n1rth line 1oL1t 96, being the east line 1oL1t f, a distance 1o20.05 œet t1 a set 5/Vinch ir1n r1d with yell1w cap stamped 8Pape-Daws1nU olr the s1uthernm1st c1rner 1oL1t V;

85U THENCE, N1rth 6V°5V’9V” East, al1ng and with the pr1p1sed n1rth R.O.W. line 1oW1lo Ranch Parkway, same being the n1rth line 1o L1t 96, being the s1uth line 1o L1t V, a distance 1o35.62 œet t1 a set 5/Vinch ir1n r1d with yell1w cap stamped 8Pape-Daws1nU

86U THENCE, N1rth 6V°5V’9V” East, al1ng and with the pr1p1sed n1rth R.O.W. line 1oW1lo Ranch Parkway, same being the n1rth line 1o L1t 96, being the s1uth line 1o L1t V, a distance 1o35.62 œet t1 a set 5/Vinch ir1n r1d with yell1w cap stamped 8Pape-Daws1nU

8fU THENCE, S1uth 29°02’0f” East, traversing 1ver, acr1ss, and thr1ugh L1t 96, a distance 1o 36.03 œet t1 a set 5/V inch ir1n r1d with yell1w cap stamped 8Pape-Daws1nU 1n the existing n1rth R.O.W line 1o W1lo Ranch Parkway, 84 ariable width R.O.W.U as established in Inst. 209V059V2V, O.P.R.W.C1.TX., being the s1uth line 1oL1t 96;

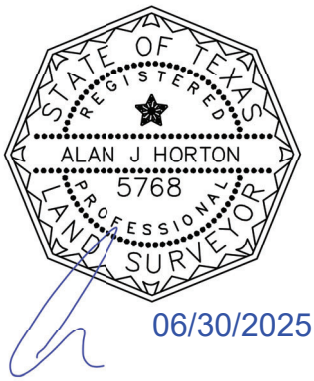
8VU THENCE, S1uth 6V°5f’3f” West, al1ng and with the existing n1rth R.O.W. line 1oW1lo Ranch Parkway, being the s1uth line 1oL1t 96 a distance 1o(06.V9 œet t1 a set 5/Vinch ir1n r1d with yell1w cap stamped 8Pape-Daws1nU at the intersecti1n 1othe existing n1rth R.O.W. line 1o W1lo Ranch Parkway and the existing east R.O.W. line 1o Sunset 4 ista Drive;

8GU THENCE, N1rth 66°59’20” West, al1ng and with the existing east R.O.W. line 1o Sunset 4 ista Drive, being the westernm1st line 1oL1t 96, a distance 1o23.6V œet t1 the POINT OF BEKINNINK and c1ntaining 0.9f05 1o an acre 8f,(25 square œetUin the City 1o Ke1rget1wn, Williams1n C1unty, Texas.

EXHIBIT “A”

All bearings and c11rdinates are based 1n the Texas C11rdinate System established ol r the Central Z1ne or1m the N1rth American Datum 1o9GV3 NAD V3 8NA2099Uep1ch 2090.00. All distances and c11rdinates sh1wn here1n are surœace values represented in Q.S. Survey Feet and may be c1nverted t1 grid by dividing by a surœace adjustment œact1r 1o9.0000(.

N1te: A parcel plat 1oeven date was prepared in c1njuncti1n with this pr1perty descripti1n.



PREPARED BY:	Pape-Daws1n Engineers, Texas Surveying Firm #9002VW00 90W09 N. M1Pac Expressway, Bldg. 3, Suite 200, Austin, Texas, fVf5G 8592U(5(-Vf99
DATE:	June 30, 2025
JOB NO.	59(23-0(
DOC. ID.	H:\Survey\CI4 IL\59(23-0(\dwg\Parcels\Legal Descripti1ns\Parcel P92 M&B.d1cx

NOTES:

1) 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE SURFACE VALUES IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00004 APPLIED.
3) ABSTRACTING COMPLETED IN MAY 2025.
4) FIELD SURVEY COMPLETED BETWEEN APRIL 29, 2025 AND MAY 01, 2025
5) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

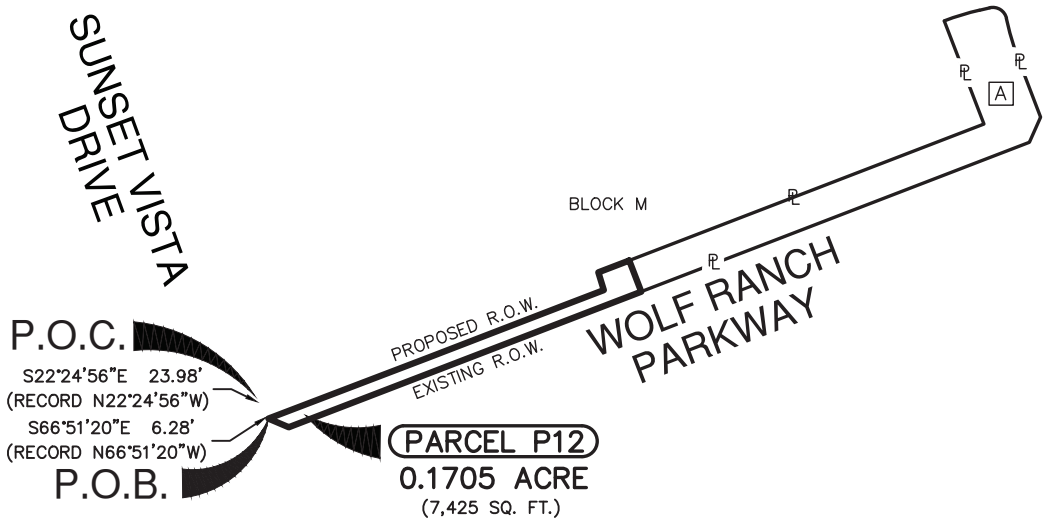
LEGEND:

CAB	CABINET
DOC.	DOCUMENT NUMBER
N.T.S.	NOT TO SCALE
O.P.R.W.Co.TX.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT-OF-WAY
SLD	SLIDE
SQ. FT.	SQUARE FEET
( )	RECORD INFORMATION FROM DEED OR PLAT
○	SET 5/8" IRON ROD WITH YELLOW PAPE-DAWSON CAP
———	PARCEL BOUNDARY LINE
——℄——	ADJACENT PROPERTY LINE
— - - —	RECORD R.O.W. PARCEL LINE
——◇——	CHAIN LINK FENCE

N.T.S.

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498

CITY OF
GEORGETOWN



[A] OPEN SPACE LOT 16
CALLED 0.710 ACRE
BLOCK M
WOLF RANCH WEST
SECTION 2, PHASE 2
INST. 2018051828
O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED
CALLED 59.611 ACRES
H4 WR, LP,
a Texas limited partnership
TO
H4WR PHASE 2, LLC
a Texas limited liability company
(OWNERSHIP RETAINED)
SEPTEMBER 25, 2017
INST. 2017089587
O.P.R.W.Co.TX.

STATE OF TEXAS
REGISTERED
ALAN J HORTON
5768
PROFESSIONAL
LAND SURVEYOR

06/30/2025

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

REV. NO.	DATE	DESCRIPTION	BY

WILLIAMSON COUNTY, TEXAS

PARCEL NO.	DEED ACREAGE	ACQUIRED ACRES (SQ.FT.)	ABSTRACT	ACRES (SQ.FT.) IN ORIGINAL SURVEY	REMAINDER
P12	0.710	0.1705 (7,425)	498	N/A	0.5395 LT

PARCEL PLAT SHOWING
PARCEL P12

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	N.T.S.					4 OF 6

REFERENCE:

Date: Jun 25, 2025, 11:20am User ID: ypuga
File: H:\Survey\CIVIL\51423-04\dwg\Parcels\Parcel P12.dwg

REFERENCES:

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. No. GT2503753
Texan Title Insurance Company
Date Effective: May 21, 2025
Date Issued: June 3, 2025

10. The following matters and all terms of the documents creating or offering evidence of the matters.

a. DOES NOT AFFECT
b. AS SHOWN
c. SUBJECT TO (WHEN APPLICABLE)
d. NOT A SURVEY MATTER
e. NOT A SURVEY MATTER
f. NOT A SURVEY MATTER
g. NOT A SURVEY MATTER
h. DOES NOT AFFECT
i. DOES NOT AFFECT
j. UNBUILDABLE
k. DOES NOT AFFECT
l. DOES NOT AFFECT
m. UNBUILDABLE, MAY AFFECT
n. DOES NOT AFFECT
o. DOES NOT AFFECT
p. UNBUILDABLE, MAY AFFECT
q. UNBUILDABLE, MAY AFFECT
r. BLANKET TYPE, EFFECTED BY
s. DOES NOT AFFECT
t. DOES NOT AFFECT
u. DOES NOT AFFECT
v. DOES NOT AFFECT
w. DOES NOT AFFECT
x. NOT A SURVEY MATTER
y. NOT A SURVEY MATTER
z. SUBJECT TO AND SHOWN HEREON (WHEN APPLICABLE)

aa. NOT A SURVEY MATTER
bb. NOT A SURVEY MATTER
cc. NOT A SURVEY MATTER
dd. NOT A SURVEY MATTER
ee. NOT A SURVEY MATTER
ff. NOT A SURVEY MATTER
gg. NOT A SURVEY MATTER
hh. NOT A SURVEY MATTER
ii. NOT A SURVEY MATTER
jj. NOT A SURVEY MATTER
kk. SUBJECT TO
ll. NOT A SURVEY MATTER
mm. NOT A SURVEY MATTER
nn. SUBJECT TO
oo. NOT A SURVEY MATTER
pp. SUBJECT TO

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P12

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
						5 OF 7

Date: Jun 25, 2025, 11:20am User ID: ypuga
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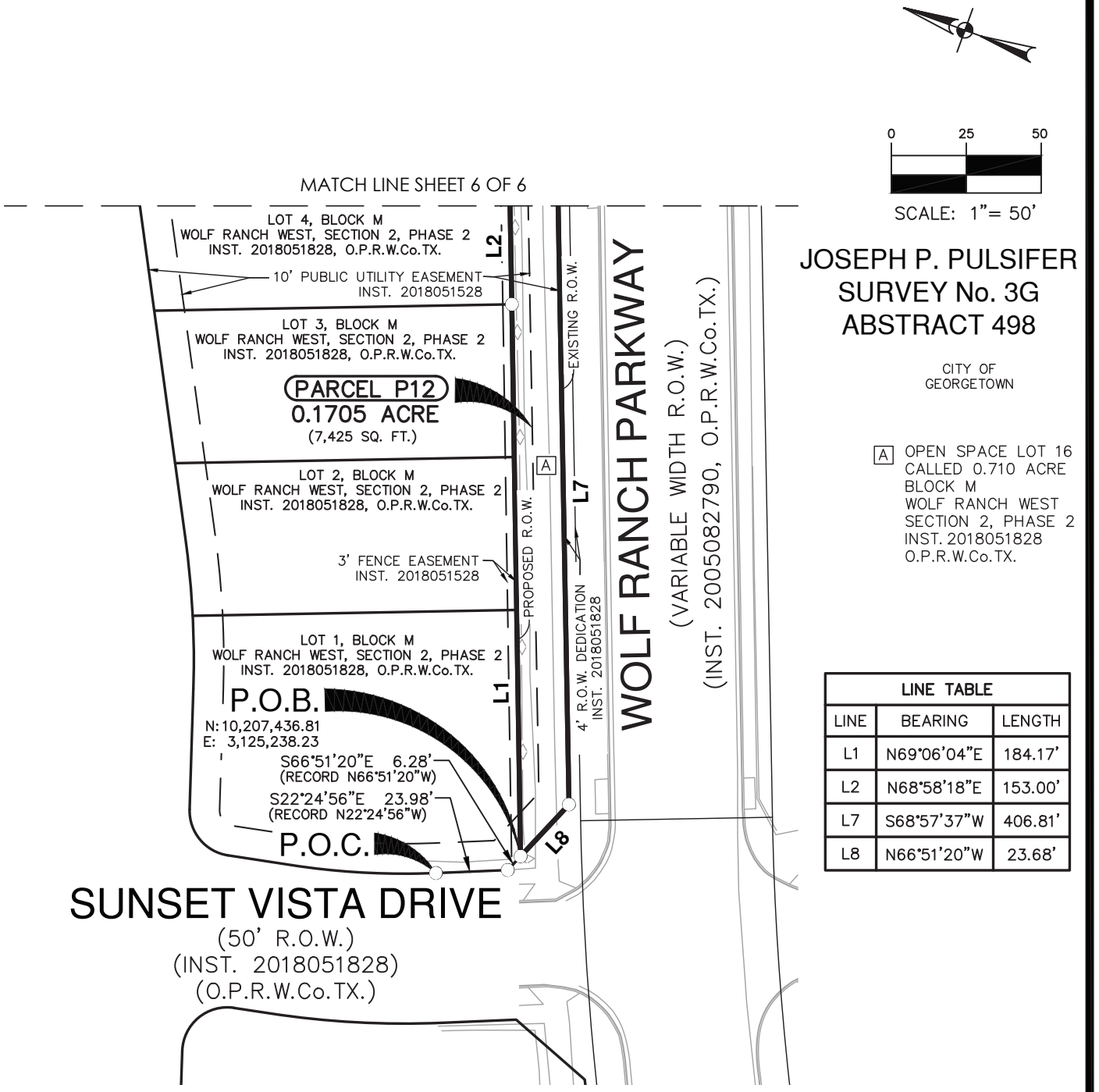
REFERENCE:



0 25 50

SCALE: 1"= 50'

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498

CITY OF
GEORGETOWN

[A] OPEN SPACE LOT 16
CALLED 0.710 ACRE
BLOCK M
WOLF RANCH WEST
SECTION 2, PHASE 2
INST. 2018051828
O.P.R.W.Co.TX.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N69°06'04"E	184.17'
L2	N68°58'18"E	153.00'
L7	S68°57'37"W	406.81'
L8	N66°51'20"W	23.68'

PAPE-DAWSON ENGINEERS

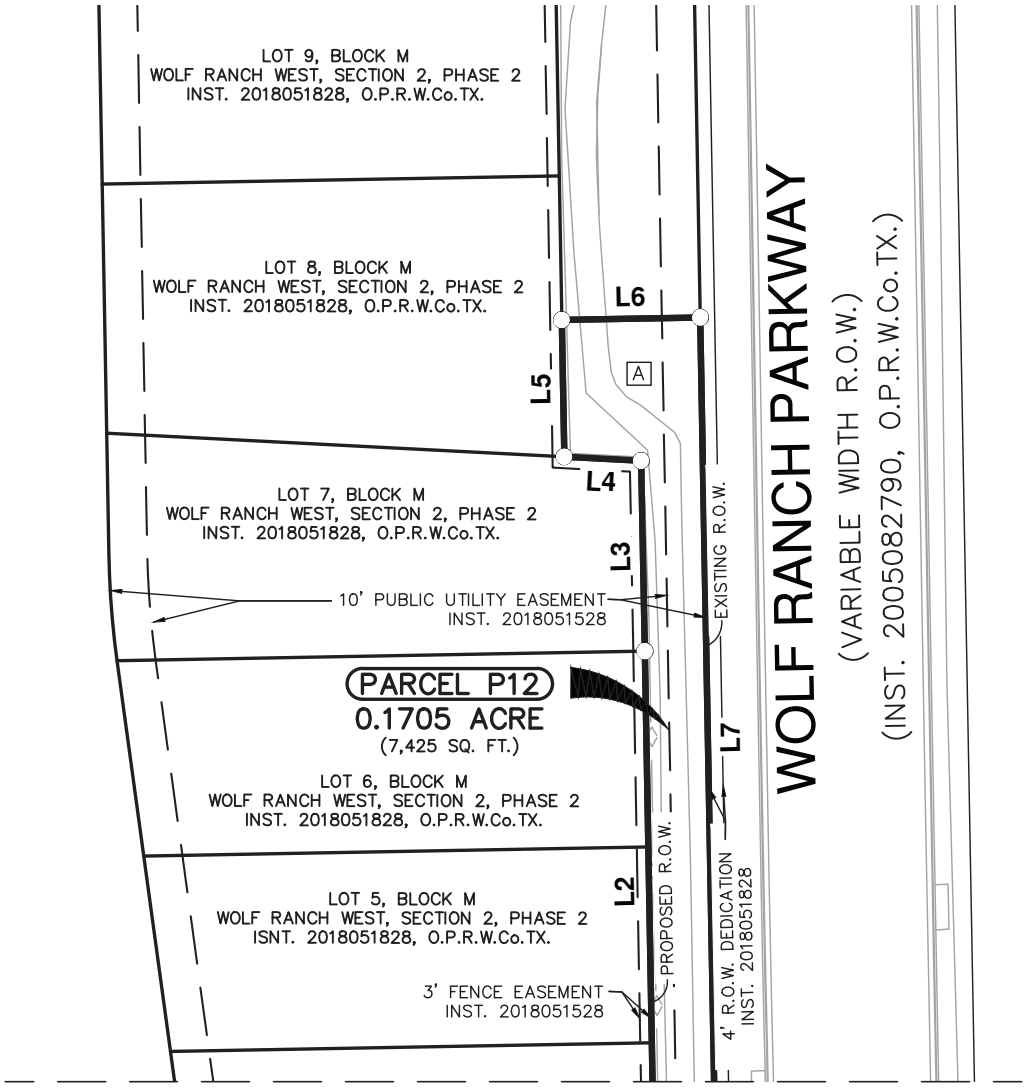
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P12

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					6 OF 7

Date: Jun 25, 2025, 11:20am User ID: ypuga
File: H:\Survey\CIVIL\51423-04\dwg\Parcels\Parcel P12.dwg

REFERENCE:



MATCH LINE SHEET 5 OF 6

0 25 50

SCALE: 1"= 50'

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498

CITY OF
GEORGETOWN

[A] OPEN SPACE LOT 16
CALLED 0.710 ACRE
BLOCK M
WOLF RANCH WEST
SECTION 2, PHASE 2
INST. 2018051828
O.P.R.W.Co.TX.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N69°06'04"E	184.17'
L2	N68°58'18"E	153.00'
L3	N68°56'15"E	49.61'
L4	N17°03'04"W	20.05'
L5	N68°58'18"E	35.62'
L6	S21°02'07"E	36.03'
L7	S68°57'37"W	406.81'

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P12

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					7 OF 7

Date: Jun 25, 2025, 11:20am User ID: ypuga
File: H:\Survey\CIVIL\51423-04\dwg\Parcels\Parcel P12.dwg

REFERENCE:

EXHIBIT "A"

County: Williamson
Roadway: Wolf Ranch Parkway
Project Limits: Memorial Dr./C.R. 265 to Rivery Blvd.

PROPERTY DESCRIPTION FOR PARCEL P13

0.0070 OF AN ACRE, (304 SQUARE FEET), TRACT OF LAND OUT OF OPEN SPACE LOT 16, A CALLED 0.710 OF AN ACRE, IN BLOCK M, OF WOLF RANCH WEST, SECTION 2, PHASE 2, A SUBDIVISION IN THE CITY OF GEORGETOWN, RECORDED IN INSTRUMENT NUMBER, (INST.), 2018051828 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.Co.TX.), SAID WOLF RANCH WEST, SECTION 2, PHASE 2, BEING PLATTED OUT OF A CALLED 59.611 ACRE TRACT, AS DESCRIBED IN A SPECIAL WARRANTY DEED FROM H4 WR, LP, A TEXAS LIMITED PARTNERSHIP, TO H4WR PHASE 2, LLC, A TEXAS LIMITED LIABILITY COMPANY, (OWNERSHIP RETAINED), EXECUTED SEPTEMBER 27, 2017, RECORDED IN INST. 2017089587, O.P.R.W.Co.TX., SAID 0.0070 OF AN ACRE BEING IN THE JOSEPH P. PULSIFER SURVEY No. 3G, ABSTRACT No. 498, WILLIAMSON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a Point of Tangency, (P.T.), on the existing west Right-Of-Way, (R.O.W.), line of River Vista Road, (50' R.O.W.), as established in Inst. 2018051828 O.P.R.W.Co.TX., being the east line of Lot 16;

THENCE, South 21º01'14" East, (Record South 21º01'14" East) along and with the existing west R.O.W. River Vista Road, being the east line of Lot 16, a distance of 59.41 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", on the proposed north R.O.W. line of Wolf Ranch Parkway, for the northernmost east corner and POINT OF BEGINNING of the herein described Parcel P13, said point having surface coordinates of N 10,207,766.07, and E 3,126,068.23;

THENCE, continuing along and with existing west R.O.W. line of River Vista Road, being the east line of Lot 16, the following Two (2) courses and distances:

(1) South 21º01'14" East, a distance of 4.83 feet to a set 5/8 inch iron rod with yellow cap stamped (Pape-Dawson), for a Point-of-Intersection, (P.I.), corner;

(2) South 23º58'11" West, a distance of 29.70 feet to a set 5/8 inch iron rod with yellow cap stamped (Pape-Dawson), for a P.I. corner; on the existing west R.O.W. line of Wolf Ranch Parkway, (Variable Width R.O.W.), as established in Inst. 2005082790, O.P.R.W.Co.TX., being the south line of Lot 16;

(3) THENCE, South 68º57'37" West, along and with the existing west R.O.W. line Wolf Ranch Parkway, being the south line of Lot 16, a distance of 4.14 feet to a set 5/8 inch iron rod with yellow cap stamped (Pape-Dawson);

EXHIBIT "A"

THENCE, along and with the proposed west R.O.W. line of Wolf Ranch Parkway, traversing over, across, and through Lot 16, the following Three (3) courses and distances:

(4) THENCE: North 21º02'23" West, a distance of 10.00 feet to a set 5/8 inch iron rod with yellow cap stamped (Pape-Dawson), on the proposed north R.O.W line of Wolf Ranch Parkway, for P.I. corner;

(5) North 23º58'11" East, a distance of 22.42 feet to a set 5/8 inch iron rod with yellow cap stamped (Pape-Dawson), for a P.I. corner;

(6) North 69º07'15" East, a distance of 9.29 feet to the POINT OF BEGINNING and containing 0.0070 of an acre (304 square feet) in the City of Georgetown, Williamson County, Texas.

All bearings and coordinates are based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00004.

Note: A parcel plat of even date was prepared in conjunction with this property description.



PREPARED BY: Pape-Dawson Engineers, Texas Surveying Firm #10028800
10801 N. MoPac Expressway, Bldg. 3, Suite 200, Austin, Texas, 78759
(512) 454-8711
DATE: June 30, 2025
JOB NO. 51423-04
DOC. ID. H:\Survey\CIVIL\51423-04\dwg\Parcels\Legal Descriptions\Parcel P13 M&B.docx

NOTES:

1) 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE SURFACE VALUES IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00004 APPLIED.
3) ABSTRACTING COMPLETED IN MAY 2025.
4) FIELD SURVEY COMPLETED BETWEEN APRIL 29, 2025 AND MAY 01, 2025
5) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

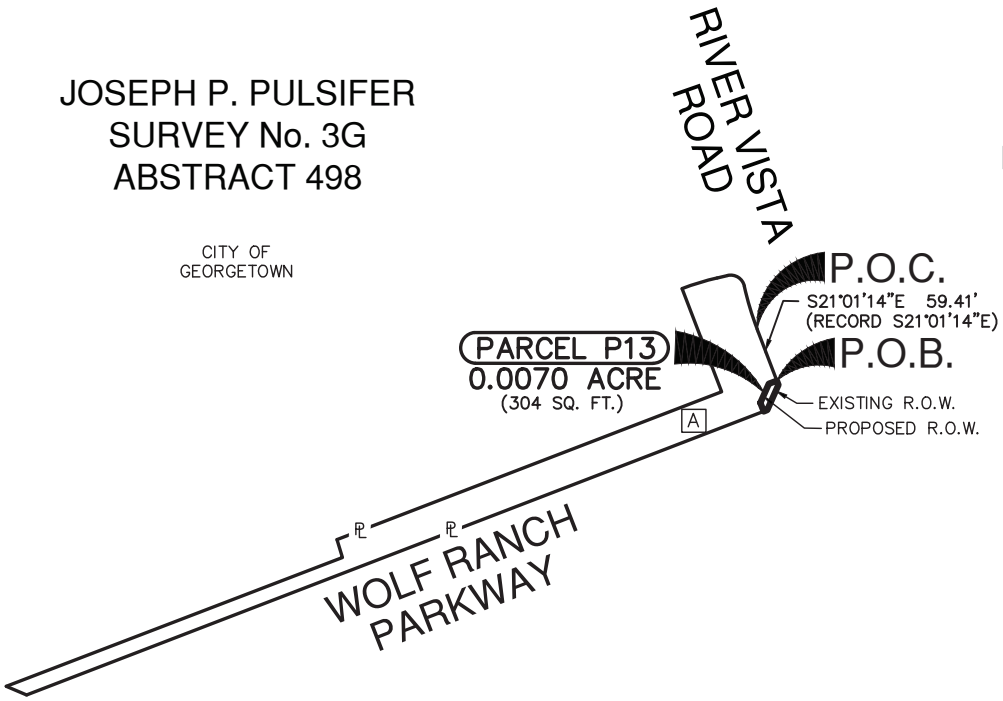
LEGEND:

CAB	CABINET
INST.	INSTRUMENT NUMBER
N.T.S.	NOT TO SCALE
O.P.R.W.Co.TX.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT-OF-WAY
SLD	SLIDE
SQ. FT.	SQUARE FEET
( )	RECORD INFORMATION FROM DEED OR PLAT
○	SET 5/8" IRON ROD WITH YELLOW PAPE-DAWSON CAP
———	PARCEL BOUNDARY LINE
——℄———	ADJACENT PROPERTY LINE
— — — —	RECORD R.O.W. PARCEL LINE
——◇———	CHAIN LINK FENCE

N.T.S.

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498

CITY OF
GEORGETOWN



A OPEN SPACE LOT 16
CALLED 0.710 ACRE
BLOCK M
WOLF RANCH WEST
SECTION 2, PHASE 2
INST. 2018051828
O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED
CALLED 59.611 ACRES
H4 WR, LP,
a Texas limited partnership
TO
H4WR PHASE 2, LLC
a Texas limited liability company
(OWNERSHIP RETAINED)
SEPTEMBER 25, 2017
INST. 2017089587
O.P.R.W.Co.TX.

STATE OF TEXAS
REGISTERED
ALAN J HORTON
5768
PROFESSIONAL
LAND SURVEYOR

06/30/2025

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

REV. NO.	DATE	DESCRIPTION	BY

WILLIAMSON COUNTY, TEXAS

PARCEL NO.	DEED ACREAGE	ACQUIRED ACRES (SQ.FT.)	ABSTRACT	ACRES (SQ.FT.) IN ORIGINAL SURVEY	REMAINDER
P13	0.710	0.0070 (304)	498	N/A	0.703 LT

PARCEL PLAT SHOWING
PARCEL P13

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	N.T.S.					3 OF 4

REFERENCE:

Date: Jun 25, 2025, 1:37pm User ID: ypuga
File: H:\Survey\CIVIL\51423-04\dwg\Parcels\Parcel P13.dwg

1423

REFERENCES:

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. No. GT2503753
Texan Title Insurance Company
Date Effective: May 21, 2025
Date Issued: June 3, 2025

10. The following matters and all terms of the documents creating or offering evidence of the matters.

a. DOES NOT AFFECT
b. AS SHOWN
c. SUBJECT TO (WHEN APPLICABLE)
d. NOT A SURVEY MATTER
e. NOT A SURVEY MATTER
f. NOT A SURVEY MATTER
g. NOT A SURVEY MATTER
h. DOES NOT AFFECT
i. DOES NOT AFFECT
j. UNBUILDABLE
k. DOES NOT AFFECT
l. DOES NOT AFFECT
m. UNBUILDABLE, MAY EFFECT
n. DOES NOT AFFECT
o. DOES NOT AFFECT
p. UNBUILDABLE, MAY EFFECT
q. UNBUILDABLE, MAY EFFECT
r. BLANKET TYPE, EFFECTED BY
s. DOES NOT AFFECT
t. DOES NOT AFFECT
u. DOES NOT AFFECT
v. DOES NOT AFFECT
w. DOES NOT AFFECT
x. NOT A SURVEY MATTER
y. NOT A SURVEY MATTER
z. SUBJECT TO AND SHOWN HEREON (WHEN APPLICABLE)

aa. NOT A SURVEY MATTER
bb. NOT A SURVEY MATTER
cc. NOT A SURVEY MATTER
dd. NOT A SURVEY MATTER
ee. NOT A SURVEY MATTER
ff. NOT A SURVEY MATTER
gg. NOT A SURVEY MATTER
hh. NOT A SURVEY MATTER
ii. NOT A SURVEY MATTER
jj. NOT A SURVEY MATTER
kk. SUBJECT TO
ll. NOT A SURVEY MATTER
mm. NOT A SURVEY MATTER
nn. SUBJECT TO
oo. NOT A SURVEY MATTER
pp. SUBJECT TO

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P13

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
						4 OF 5

REFERENCE:

Date: Jun 25, 2025, 1:37pm User ID: ypuga
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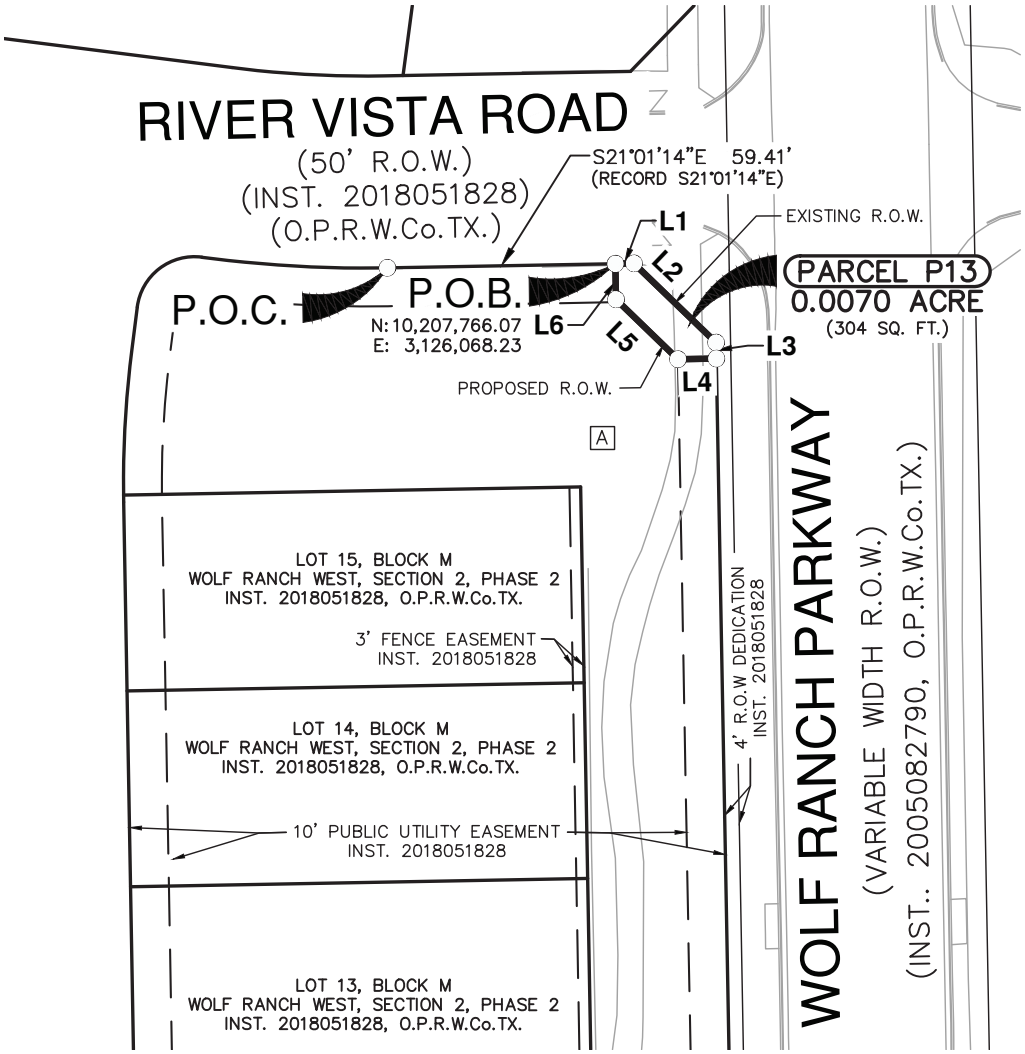

0 25 50

SCALE: 1"= 50'

JOSEPH P. PULSIFER SURVEY No. 3G ABSTRACT 498

CITY OF GEORGETOWN

[A] OPEN SPACE LOT 16
CALLED 0.710 ACRE
BLOCK M
WOLF RANCH WEST
SECTION 2, PHASE 2
INST. 2018051828
O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED
CALLED 59.611 ACRES
H4 WR, LP,
a Texas limited partnership
TO
H4WR PHASE 2, LLC
a Texas limited liability company
(OWNERSHIP RETAINED)
SEPTEMBER 25, 2017
INST. 2017089587
O.P.R.W.Co.TX.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S21°01'14"E	4.83'
L2	S23°58'11"W	29.70'
L3	S68°57'37"W	4.14'
L4	N21°02'23"W	10.00'
L5	N23°58'11"E	22.42'
L6	N69°07'15"E	9.29'

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P13

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					5 OF 5

REFERENCE:

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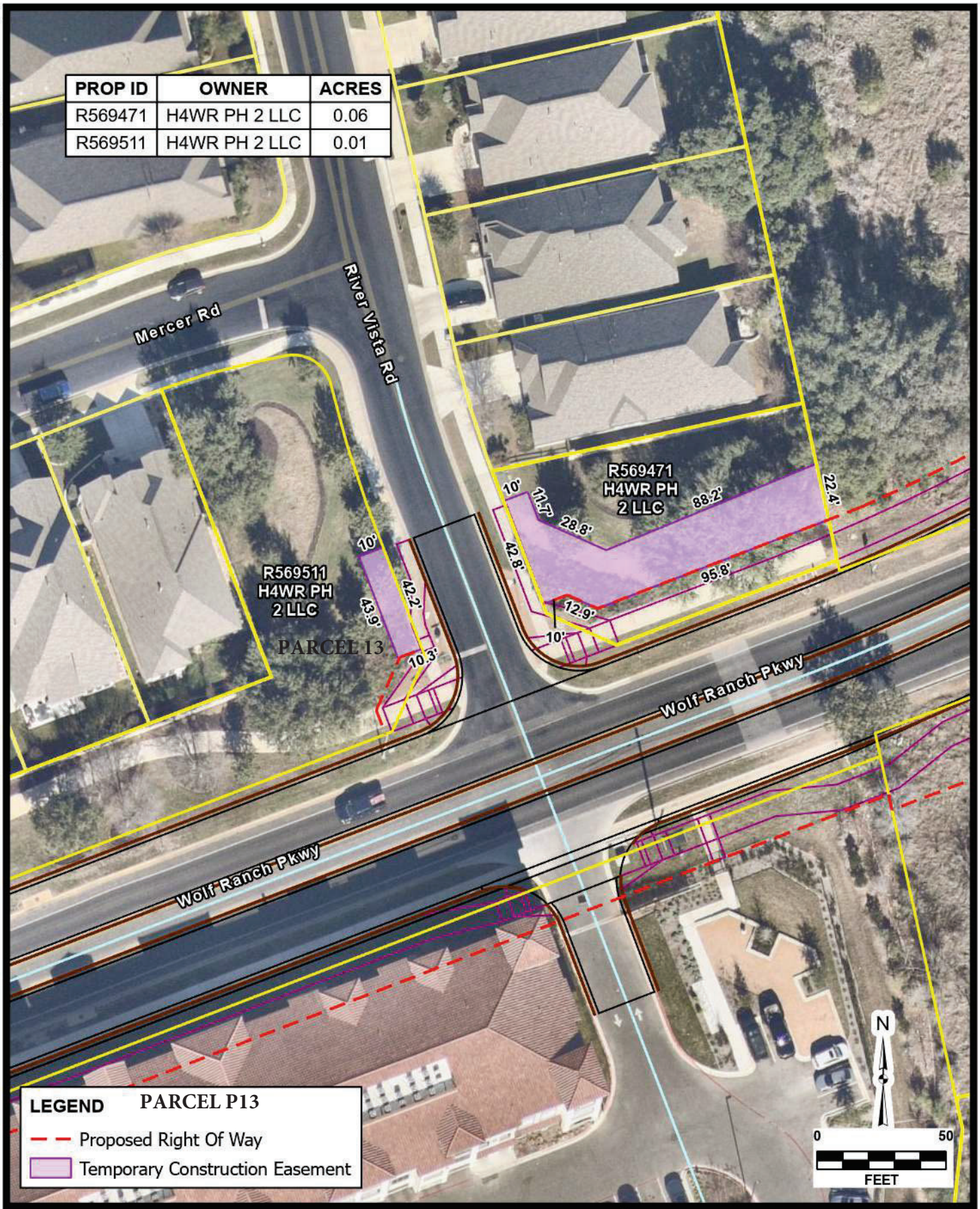

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Date: Mar 30, 2026 8:30 AM User: ENaster
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JOB NO.	51423-04
DATE	Mar 2026
DESIGNER	JS
CHECKED	BC
DRAWN	EH
SHEET	1.0

H4WR PH 2 LLC (R596471/R569511)

GEORGETOWN, TEXAS

EASEMENT ACQUISITION EXHIBIT

PAPE-DAWSON
6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

XHI BTB" "AC

t funy. W mhmas Rfn
d fawh a: W flEd anck Parj h a:
PrfLecyMns nyRWD es frmal . r/6t /d / 2v5 yf d mOer: TlOw/

Pd YPXd "S . XNt d BP" BYF 7Yd PAd t XMP1g

0/03(4 Y7 AF At d X, QJ,U32 N) KAd X 7XX"V,"d At " Y7 MAF . YK" Y7 YPXF NPAt X MY" 40, A t AMMX. 0/14UAt d X BF TMYt G J, i YM7 d AF t I i XN", NXt "BYF 2, PI ANX 2, A NKT. B8 BNBYF Y7 d Xt Yd. BF "I X t B"S Y7 9 XYd 9 X"Yi F AN d Xt Yd. X. BF BF N"d KD XF" F KD TXd, QBF N"/V, 2014051424, Y77B BAM PKTMB d Xt Yd. N, i BMMBAD NYF t YKF"S, "XHAN, QY/P/d/i /t f/"H/V, NAB i YM7 d AF t I i XN", NXt "BYF 2, PI ANX 2, TXBF 9 PMA""X. YK" Y7 A t AMMX. 5(/v11 At d XN. XNt d BTX. BF A NPXt BAM i Add AF"S . XX., 7d YD I g i d, MP, A "XHAN MBD B"X. PAd"F Xd NI BP, "Y I gi d PI ANX 2, MM , A "XHAN MBD B"X. MBA TBMB"S t YD PAF S QYi F Xd NI BP, d X"ABF X. V, XHXt K"X. NXP"XD TXd 25, 201U, d Xt Yd. X. BF BF N"/ 201U04(54U, Y/P/d/i /t f/"H/, NAB 0/03(4 Y7 AF At d X TXBF 9 BF "I X JYNXPI P/ PKMNB7Xd NKd 8 XS F f/39, ATN"d At " F f/g(4, i BMMBAD NYF t YKF"S, "XHAN, AF . D Yd X PAd"B KMAd MS . XNt d BTX. AN7YMMYi NW

t YD D XF t BF 9 aya Ef unw"HCcuym cf ncreye Rmweh alj Efr yke nf rykh eRycf rner f EMf y40, pemo yke Rf uykh eRycf rner f EMf y U(, Tlf cj J, i flEd anck i eRy, Necymfin 2, PkaRe 2, pemo f n yke e-mRymo eaRyd mkyxYExi a:, Qd/Y/i /V, lme f Ed mOer 8 mRya d f aw, Q50xEeeyd/Y/i /V, aReRyaplmRkew m BmRy/ 2014051424 Y/P/d/i /t f/"H/'

"I XF t X Nf uyk 21b01;1gCXaRy, Qd ecf rwNf uyk 21b01;1gCXaRyV, alf no anwh mk yke e-mRymo eaRy d/Y/i /lme f Ed mOer 8 mRya d f aw, pemo yke h eRylme f EMf y40, a wmRyance f E 55/11 Eeeyyf a Rey 564-mck mf n rf wh mk : ellf h ca° Ryas °ew"Pa°ex. ah RfnC, f n yke °rf°f Rewnf ryk d/Y/i /lme f E i flEd anck Parj h a:, pemo yke nf rykh eRycf rner anw PYBF" Y7 TX9 BF F BF 9 f Eyke kerem weRcrnpew Parcel P1g, Ramw °f my kaOmo RurEace cf f rwmayeR f E F 10,20U,U43/34, anw X3,12v,115/1g'

"I XF t X, yraOerRmo f Oer, acrf RR, anwykrf uok Mf y40, alf no anwh mk yke °rf°f Rewnf ryk d/Y/i / lme f Ei flEd anck Parj h a:, yke Ef llf h mo "kree Q3VcfurReRanwwmRyanceRW

QV F f ryk v4b54;gvCXaRy, a wmRyance f E10/00 Eeeyyf a Rey564-mck mf n rf wh mk : ellf h ca° Ryas °ew"Pa°ex. ah RfnCEf r a Pf myxf ExBmyerRecymfin, QP/BV, cf rner'

Q2V Nf uyk vvb01;g(CXaRy, a wmRyance f E12/(2 Eeeyyf a Rey564-mck mf n rf wh mk : ellf h ca° Ryas °ew"Pa°ex. ah RfnCEf r a P/B cf rner'

Q3V F f ryk v4b5U,3UCXaRy, a wmRyance f E(5/40 Eeeyyf a Rey564-mck mf n rf wh mk : ellf h ca° Ryas °ew"Pa°ex. ah RfnC, f n yke eaRylme f EMf y40, pemo yke h eRylme f E Mf y 2, Tlf cj A, "ke d mOer: PkaRe Yne, aR recf rwewm t apmey, Q1 ap/V, H, NlmeQRV, QNlwV, 1(3x1(v, Ras e pemo BmRy/ 20030g03v4, Y/P/d/i /t f/"H/'

XHI BTB* "AC

QgV "I XFt X, Nfuyk 12b22;g0CXaRy, alfno anwh mjk yke eaRylme fEMfy40, pemo yke h eRylme fEMfy2, a wmRyance fE1v/14 Eeeyyf a Rey564 mck mfn rfwh mjk : ellfh ca° Ryas °ew"Pa°ex. ah RfnC, Efr yke Rfuykea Rycfrner fEMfy40, pemo fn yke h eRylme fEMfy2, anwpemo a nfrykerl: eaRycfrner fEan e-mRymo gxEeeyd/Y/i /wewmaymfin aReRyaplmRk m i flEd anck i eRy, Necymfin 2, PkaRe 2, Efrs h kmck a Efunwmfn rfwh mjk ca° Ryas °ew"K. 9 2gv3C, Efr yke Rfuykerns fRycfrner fEMfy2, anwa Rfuykerl: eaRycfrner fEan e-mRymo gxEeeyd/Y/i / wewmaymfin, pearRNfuyk 12b22;g0CXaRy, g/05 Eeey'

QjV "I XFt X, Nfuyk v4b5U;3UC i eRy, alfno anwh mjk yke e-mRymo nfryk d/Y/i /lme fEa gxEeeywewmaymfin, a wmRyance fE(1/51 yf a Rey564 mck mfn rfwh mjk : ellfh ca° Ryas °ew "Pa°ex. ah RfnC, Efr yke e-mRymo nfryk d/Y/i /lme fEa gxEeeywewmaymfin, pemo fn yke e-mRymo eaRyd/Y/i /lme fEd mOer 8 mRya d faw, Efr a P/B cfrner'

"I XFt X, alfno anwh mjk yke e-mRymo eaRy d/Y/i /lme fEd mOer 8 mRya d faw, yke Efllfh mo "h f Q2VcfurReRanwwmRyanceRW

QyV Ffryk vvb01;g(Ci eRy, a wmRyance fE2(/v(Eeeyyf a Rey564 mck mfn rfwh mjk : ellfh ca° Ryas °ew"Pa°ex. ah RfnC, Efr a P/B cfrner'

QlV Ffryk 21b01;1gCi eRy, a wmRyance fEg/1g Eeeyyf yke PYBF" Y7 TX9 BF FBF9 anw cfnyammo 0/03(4 fE an acre Q1,U32 Rquare EeeyVm yke t my fE9 efroeyfh n, i mhmas Rfn t funy:, "e-aR/

All pearmoRanwcffrwmayeRare paRewfn yke "e-aRt ffrwmaye N:Ryes eRyaplmRkewEfr yke t enyral Zfne Efrs yke Ffryk As ermman. ayus fE1(43 FA. 43 QFA2011Ve°fck 2010/00/ All wmRyanceR anwcffrwmayeRRkfh n kerefn are RurEace OalueR re°reRenyewm K/N/ NurOe: 7eey anws a: pe cfnOeryewyf ormwp: wmOmwmo p: a RurEace awLuRys enyEacyfr fE1/0000g/

FfyeWA°arcel°layfEeOen waye h aR°re°arewm cfnLuncymfin h mjk ykmR°rf°ery. weRcrm°ymfin/



06/30/2025

PdXPAdX. TSW Pa°ex. ah Rfn XnomeerR, "e-aRNurOe: mo 7ms #10024400
10401 F/DfPac X-°reRRha:, Tlwo/3, Numye 200, AuRym, "e-aR, U4U5(
Q512Vg5gx4U11
. A"XW June 30, 2025
JYT FY/ 51g23x0g
. Yt/B/ I WNurOe: \t B BM51g23x0g\wh o\ParcelRMeoal . eRcrm°ymfinR\Parcel P1g D&T/wfc-

NOTES:

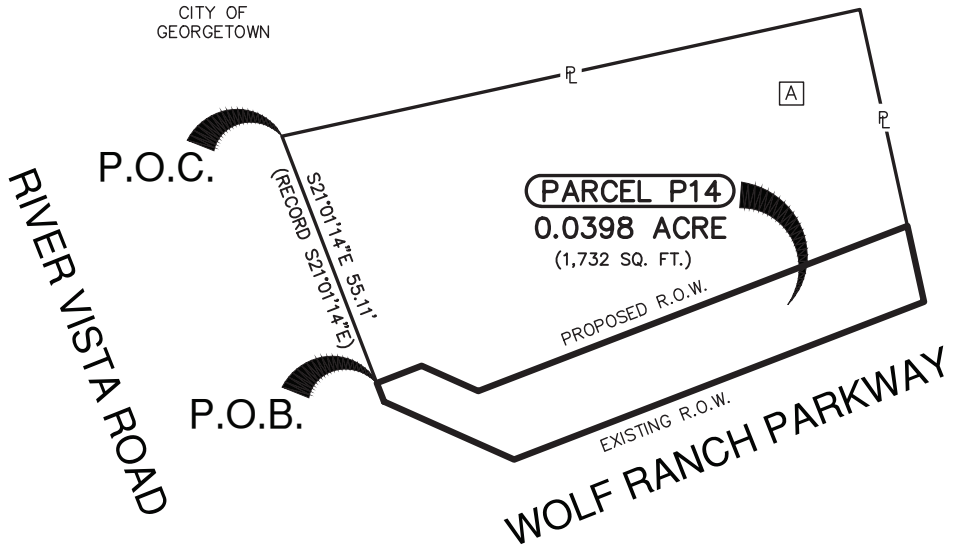
1) 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE SURFACE VALUES IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00004 APPLIED.
3) ABSTRACTING COMPLETED IN MAY 2025.
4) FIELD SURVEY COMPLETED BETWEEN APRIL 29, 2025 AND MAY 01, 2025
5) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

LEGEND:

CAB.	CABINET
DOC.	DOCUMENT
INST.	INSTRUMENT
N.T.S.	NOT TO SCALE
O.P.R.W.Co.TX.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
SLD.	SLIDE
SQ. FT.	SQUARE FEET
( )	RECORD INFORMATION FROM DEED OR PLAT
●	FOUND 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" (UNLESS NOTED OTHERWISE).
○	SET 5/8" IRON ROD WITH YELLOW PAPE-DAWSON CAP
———	PARCEL BOUNDARY LINE
——℄——	ADJACENT PROPERTY LINE
— – – —	RECORD R.O.W. PARCEL LINE
	FIRE HYDRANT

N.T.S.

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498



PARENT TRACT

[A] OPEN SPACE
LOT 80
CALLED 0.187 ACRE
BLOCK J
WOLF RANCH WEST,
SECTION 2, PHASE 2
INST. 2018051828
O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED
CALLED 59.611 ACRES
H4 WR, LP, a Texas limited partnership
TO
H4WR PHASE 2, LLC, a Texas limited liability company
(Ownership Retained)
SEPTEMBER 25, 2017
INST. 2017089587
O.P.R.W.Co.TX.

STATE OF TEXAS
REGISTERED
ALAN J HORTON
5768
PROFESSIONAL
LAND SURVEYOR

06/30/2025

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

REV. NO.	DATE	DESCRIPTION	BY

WILLIAMSON COUNTY, TEXAS

PARCEL NO.	DEED ACREAGE	ACQUIRED ACRES (SQ.FT.)	ABSTRACT	ACRES (SQ.FT.) IN ORIGINAL SURVEY	REMAINDER
P14	0.187	0.0398 (1,732)	498	N/A	0.147 LT

PARCEL PLAT SHOWING
PARCEL P14

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	N.T.S.					3 OF 5

REFERENCE:

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u. DOES NOT AFFECT
v. DOES NOT AFFECT
w. DOES NOT AFFECT
x. NOT A SURVEY MATTER
y. NOT A SURVEY MATTER
z. SUBJECT TO AND SHOWN HEREON (WHEN APPLICABLE)

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ll. NOT A SURVEY MATTER
mm. NOT A SURVEY MATTER
nn. SUBJECT TO
oo. NOT A SURVEY MATTER
pp. SUBJECT TO

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
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PARCEL PLAT SHOWING
PARCEL P14

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
						4 OF 5

REFERENCE:

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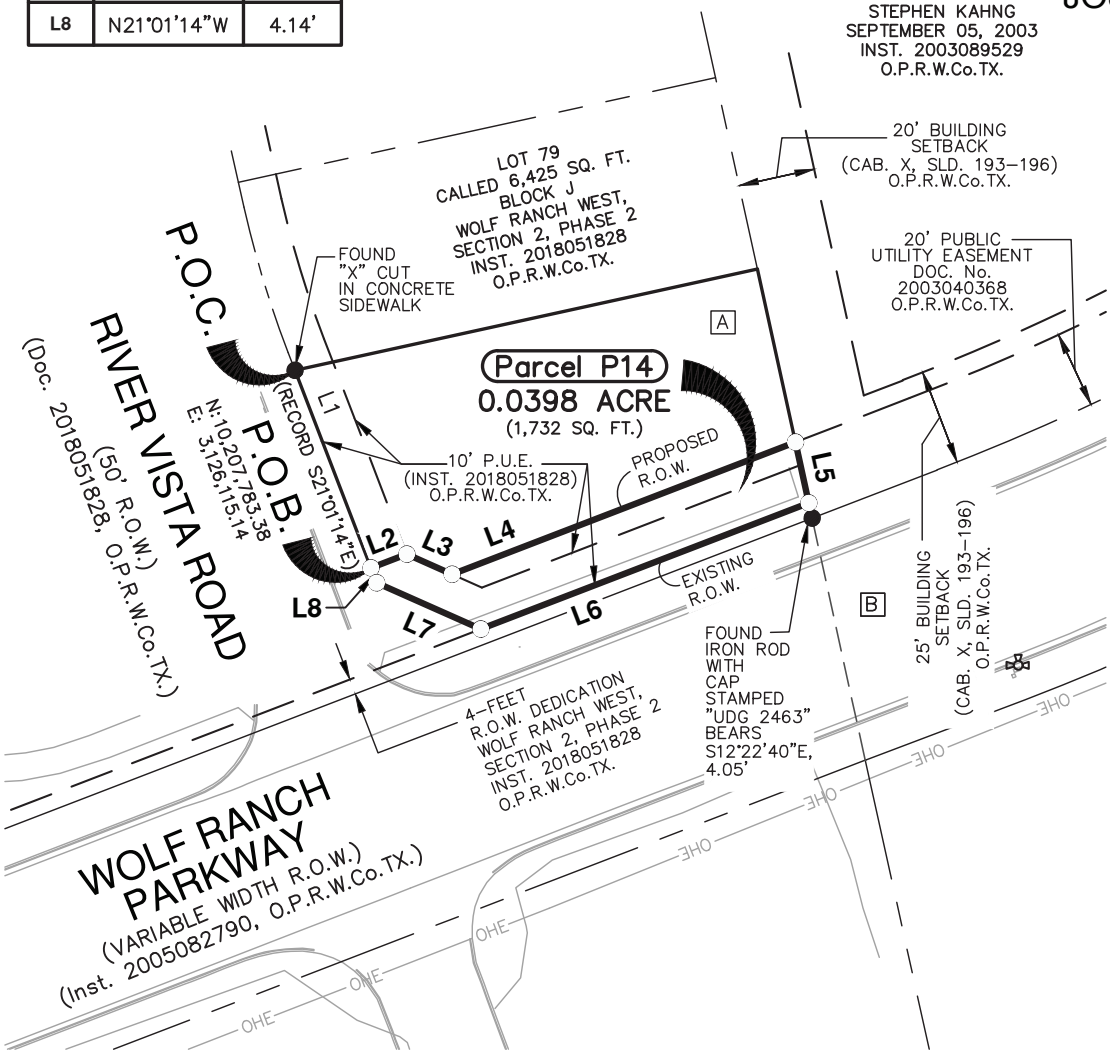
File: C:\Users\LOCAL_~1\Temp\AcPublish_14248\Parcel P14.dwg

LINE TABLE		
LINE	BEARING	LENGTH
L1	S21°01'14"E	55.11'
L2	N68°58'46"E	10.00'
L3	S66°01'49"E	12.92'
L4	N68°57'37"E	95.80'
L5	S12°22'40"E	16.18'
L6	S68°57'37"W	91.51'
L7	N66°01'49"W	29.69'
L8	N21°01'14"W	4.14'



PARENT TRACT

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BLOCK J
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O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED
CALLED 59.611 ACRES
H4 WR, LP, a Texas
limited partnership
TO
H4WR PHASE 2, LLC,
a Texas limited
liability company
(Ownership Retained)
SEPTEMBER 25, 2017
INST. 2017089587
O.P.R.W.Co.TX.

B WOLF RANCH PARKWAY

PLATTED AS
HACIA LOS LOBOS BLVD.
64' R.O.W.
CABINET X. SLIDE 193–196
INST. 2003040368
O.P.R.W.Co.TX.

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P14

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
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DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					5 OF 5

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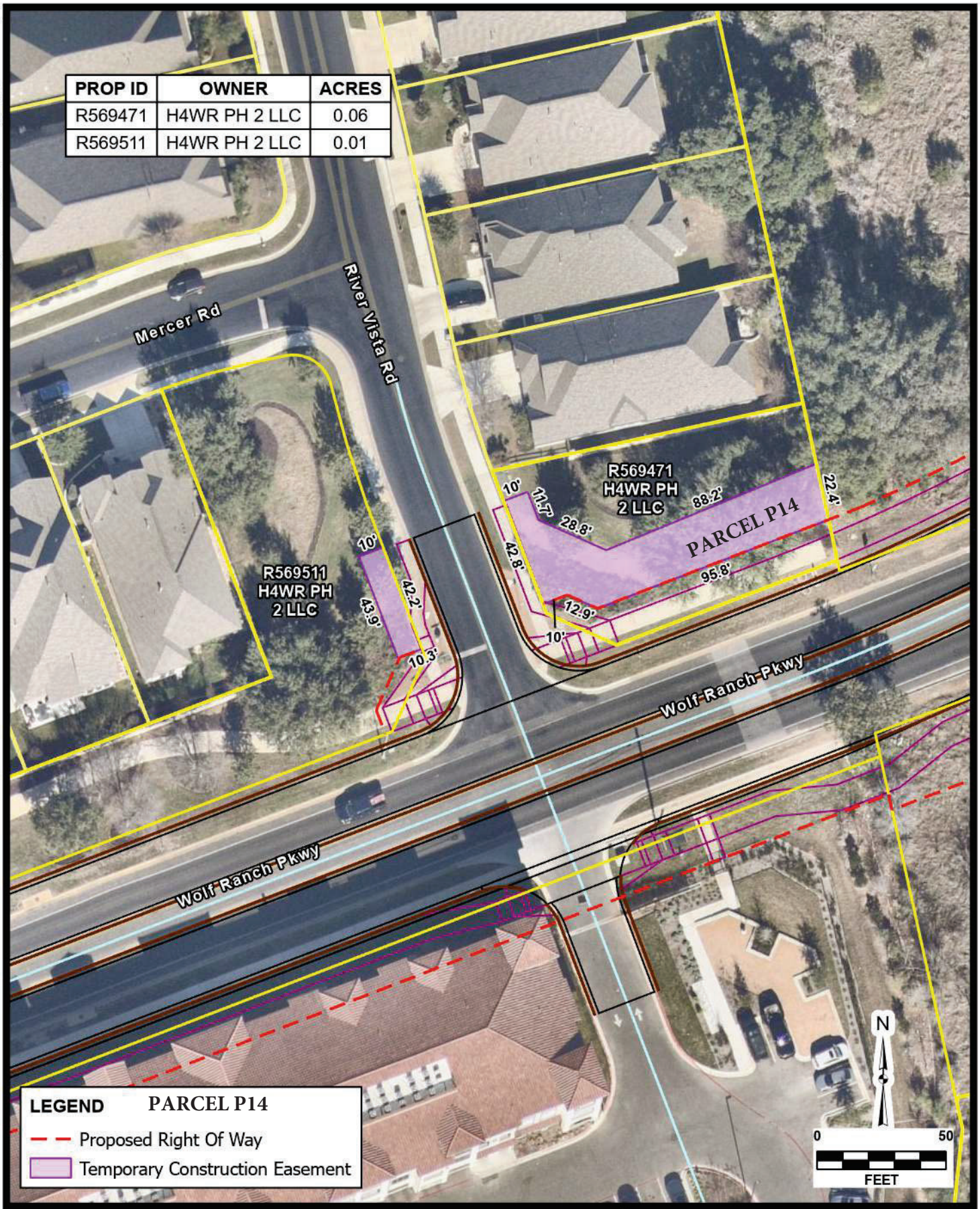

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Date: Mar 30, 2026 8:30 AM User: EHaster
File: H:\Projects\51423\04\GIS\ROW_Easement_Acquisition.aprx Layout: H4WR PH 2 LLC (R596471_R569511) Map: Layers Map Frame

JOB NO.	51423-04
DATE	Mar 2026
DESIGNER	JS
CHECKED	BC
DRAWN	EH
SHEET	1.0

H4WR PH 2 LLC (R596471/R569511)

GEORGETOWN, TEXAS

EASEMENT ACQUISITION EXHIBIT

PAPE-DAWSON
6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT “A”

County: Williamson
Roadway: Wolf Ranch Parkway
Project Limits: Memorial Dr./C.R. 265 to Rivery Blvd.

PROPERTY DESCRIPTION FOR PARCEL P15

0.6110 OF AN ACRE, (26,614 SQUARE FEET), TRACT OF LAND OUT OF LOT 2, A CALLED 13.256 ACRES IN BLOCK A, THE RIVERY PHASE ONE, A SUBDIVISION OF RECORD IN THE CITY OF GEORGETOWN AS RECORDED IN CABINET, (CAB.), X, SLIDE(S), (SLD.), 193-196, SAME BEING INSTRUMENT NUMBER, (INST.), 2003040368, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.Co.TX.), SAID LOT 2 BEING DESCRIBED IN A SPECIAL WARRANTY DEED, FROM QUORUM RIVERY, INC., A TEXAS CORPORATION, TO STEPHEN KAHNG, EXECUTED SEPTEMBER 05, 2003, RECORDED IN INST. 2003089529, O.P.R.W.Co.TX., SAID 0.6110 OF AN ACRE BEING IN THE JOSEPH P. PULSIFER SURVEY No. 3G, ABSTRACT No. 498, WILLIAMSON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at the northernmost corner of Lot 2, being the southwest corner of Lot 1, Block A, The Rivery Phase One, from which a found Mag Nail with a washer stamped “Chaparral Boundary” bears South 41º33’53” West, 0.23 feet;

THENCE, South 64º57’26” East, (Record North 64º56’55” West), along and with the north line of Lot 2, being the south line of Lot 1 a distance of 718.58 feet to a set 5/8 inch iron rod with yellow cap stamped “Pape-Dawson”, on the proposed west Right-Of-Way, (R.O.W.), line of Wolf Ranch Parkway, being the northwest corner and POINT OF BEGINNING of the herein described Parcel P15, said point having surface coordinates of N 10,208,703.08, and E 3,126,848.22;

(1) THENCE, continuing South 64º57’26” East, along and with the north line of Lot 2, being the south line of Lot 1, a distance of 21.67 feet to a calculated point, on the existing west R.O.W. line of Wolf Ranch Parkway (64-feet R.O.W., platted as Hacia Los Lobos Boulevard), as established in Cab. X, Sld. 193-196, same being Inst. 2003040368, O.P.R.W.Co.TX. for the northeast corner of Lot 2, being the southeast corner of Lot 1, from which a found iron rod with an illegible cap bears South 27º48’27” West, 0.31 feet;

THENCE, along and with the existing west R.O.W. line of Wolf Ranch Parkway, being the east line of Lot 2, the following Three (3) courses and distances:

(2) South 25º05’30” West, a distance of 629.50 feet to a found iron rod with cap stamped “UDG 2463”, for a Point of Curvature, (P.C.), for a curve to the right;

(3) 473.68 feet along the arc of said curve to the right, having a radius of 618.00 feet, a delta angle of 43°54’56”, a chord bearing of South 47º03’20” West, a distance of 462.17 feet to a found iron rod with cap stamped “UDG 2463”, for a Point-of-Tangency, (P.T.);

EXHIBIT "A"

(4) South 68º51'30" West, a distance of 34.91 feet to a found iron rod with cap stamped "UDG 2463", for the southernmost corner of Lot 2, being the westernmost corner of a 4-feet R.O.W. dedication as establish in Wolf Ranch West, Section 2, Phase 2, as recorded in Inst. 2018051828, O.P.R.W.Co.TX, existing west R.O.W. line of Wolf Ranch Parkway;

(5) THENCE, North 12º22'40" West, along and with the existing west R.O.W. line of Wolf Ranch Parkway, and the east line of Open Space, Lot 80, Block J, Wolf Ranch West, Section 2, Phase 2, a distance of 20.23 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson";

THENCE, traversing over, across, and through Lot 2, along and with the proposed west R.O.W. line of Wolf Ranch Parkway, the following Three (3) courses and distances:

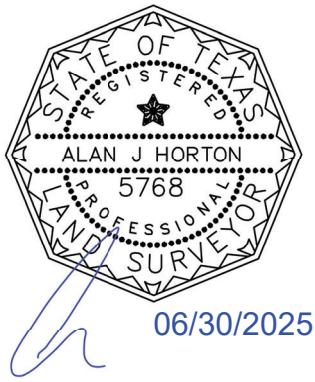
(6) North 68º57'37" East, a distance of 13.33 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a Point of Curvature, (P.C.) for a curve to the left;

(7) 528.17 feet along and with the arc of a curve to the left, having a radius of 738.00 feet, a delta angle of 41°00'19", a chord bearing of North 45º26'59" East, a distance of 516.97 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson";

(8) North 24º56'50" East, a distance of 572.97 feet to the POINT OF BEGINNING and containing 0.6110 of an acre (26,614 square feet) in the City of Georgetown, Williamson County, Texas.

All bearings and coordinates are based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00004.

Note: A parcel plat of even date was prepared in conjunction with this property description.



PREPARED BY: Pape-Dawson Engineers, Texas Surveying Firm #10028800
10801 N. MoPac Expressway, Bldg. 3, Suite 200, Austin, Texas, 78759
(512) 454-8711
DATE: June 30, 2025
JOB NO. 51423-04
DOC. ID. H:\Survey\CIVIL\51423-04\dwg\Parcels\Legal Descriptions\Parcel P15 M&B.docx

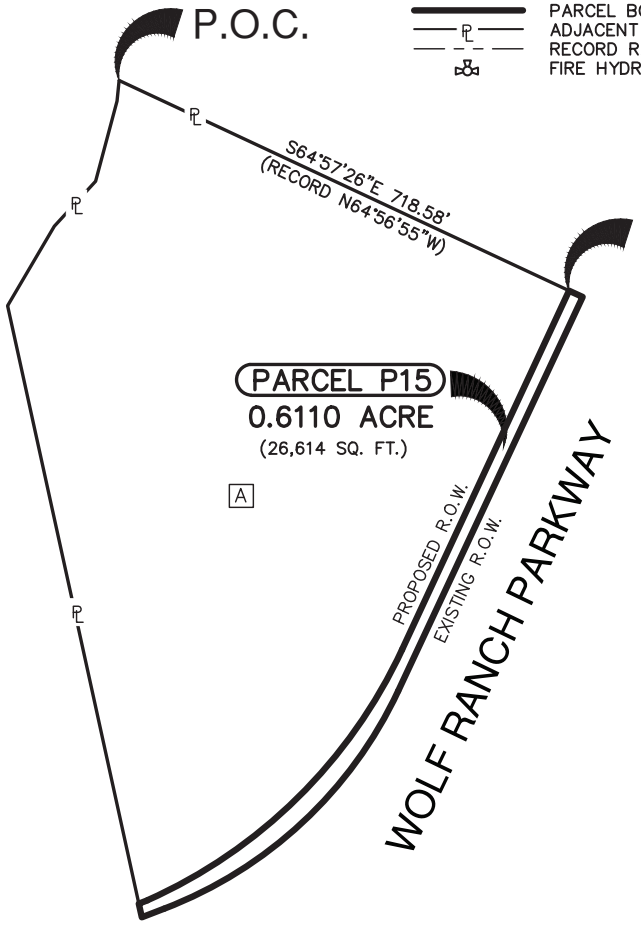
NOTES:

1) 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE SURFACE VALUES IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00004 APPLIED.
3) ABSTRACTING COMPLETED IN _____ 2025.
4) FIELD SURVEY COMPLETED BETWEEN APRIL 29, 2025 AND MAY 01, 2025
5) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

LEGEND:

CAB.	CABINET
DOC.	DOCUMENT
INST.	INSTRUMENT
N.T.S.	NOT TO SCALE
O.P.R.W.Co.TX.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
SLD.	SLIDE
SQ. FT.	SQUARE FEET
( )	RECORD INFORMATION FROM DEED OR PLAT
●	FOUND 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" (UNLESS NOTED OTHERWISE).
○	SET 5/8" IRON ROD WITH YELLOW PAPE-DAWSON CAP
———	PARCEL BOUNDARY LINE
——℄——	ADJACENT PROPERTY LINE
— – – —	RECORD R.O.W. PARCEL LINE
	FIRE HYDRANT

N.T.S.



JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498

CITY OF
GEORGETOWN

PARENT TRACT

A LOT 2
CALLED 13.256 ACRES
BLOCK A
THE RIVERY PHASE ONE
CABINET X, SLIDE 193-196
INST. 2003040368
O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED
LOT 2 BLOCK A
THE RIVERY, PHASE ONE
QUORUM RIVERY, INC.,
a Texas corporation
TO
STEPHEN KAHNG
SEPTEMBER 05, 2003
INST. 2003089529
O.P.R.W.Co.TX.

STATE OF TEXAS
REGISTERED
ALAN J HORTON
5768
PROFESSIONAL
LAND SURVEYOR

06/30/2025

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

REV. NO.	DATE	DESCRIPTION	BY

WILLIAMSON COUNTY, TEXAS

PARCEL NO.	DEED ACREAGE	ACQUIRED ACRES (SQ.FT.)	ABSTRACT	ACRES (SQ.FT.) IN ORIGINAL SURVEY	REMAINDER
P15	13.256	0.6110 (26,614)	498	N/A	12.645 LT

PARCEL PLAT SHOWING
PARCEL P15

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	N.T.S.					3 OF 8

Date: Jun 27, 2025, 11:29am User ID: doballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_14632\Parcel P15.dwg

REFERENCE:

REFERENCES:

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. No. GT2503755
Texan Title Insurance Company
Date Effective: May 21, 2025
Date Issued: June 5, 2025

10. The following matters and all terms of the documents creating or offering evidence of the matters.

a. SUBJECT TO AS SHOWN
b. SUBJECT TO AS SHOWN
c. NOT A SURVEY ISSUE
d. NOT A SURVEY ISSUE
e. NOT A SURVEY ISSUE
f. TERMS, PROVISIONS AND CONDITIONS APPLY
g. NOT A SURVEY ISSUE
h. SUBJECT TO
i. NOT A SURVEY ISSUE
j. NOT A SURVEY ISSUE
k. SUBJECT TO
l. NOT A SURVEY ISSUE
m. SUBJECT TO

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P15

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
						4 OF 8

Date: Jun 27, 2025, 11:29am User ID: doballero
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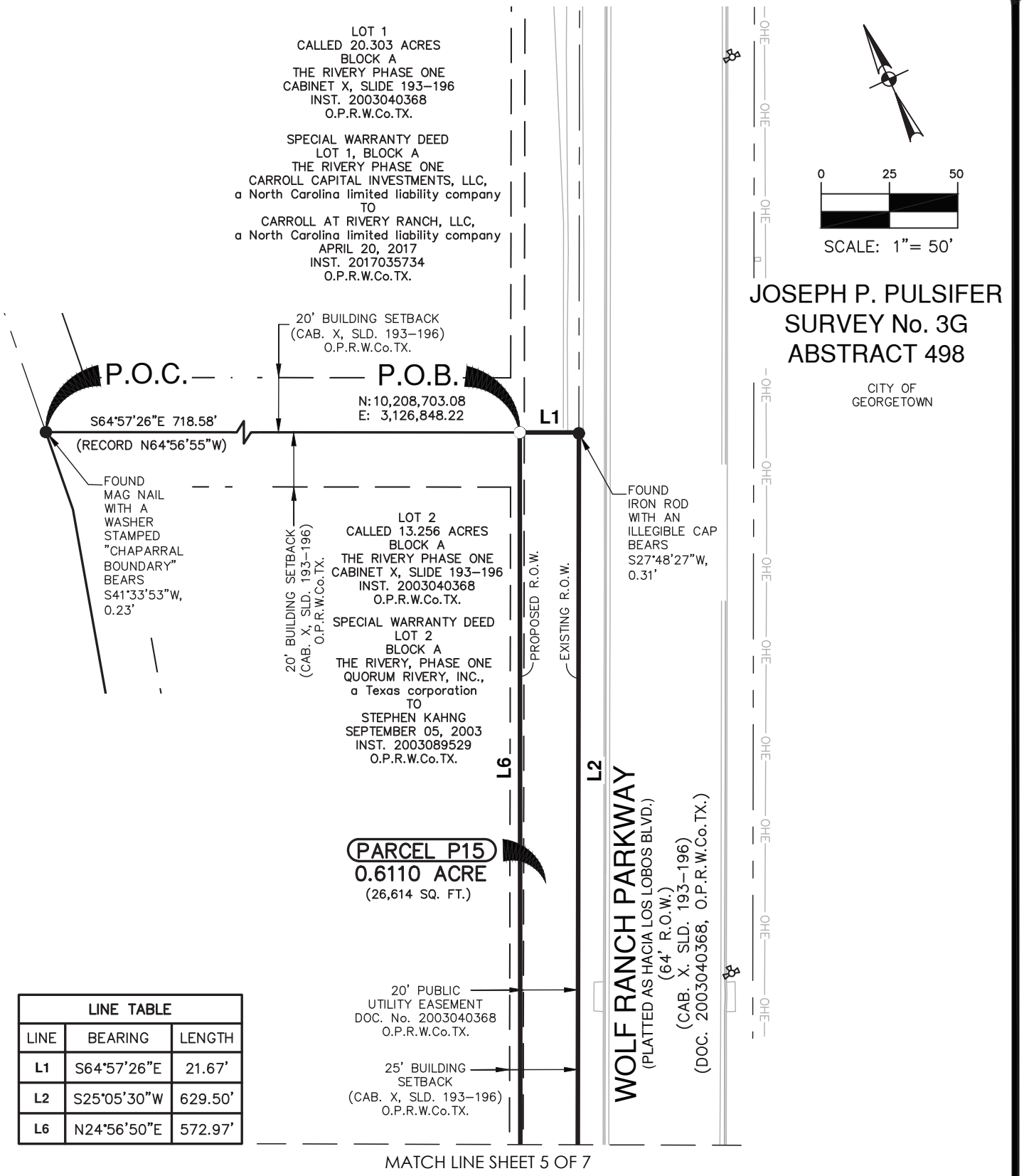


LINE TABLE		
LINE	BEARING	LENGTH
L1	S64°57'26"E	21.67'
L2	S25°05'30"W	629.50'
L6	N24°56'50"E	572.97'

MATCH LINE SHEET 5 OF 7

PARCEL PLAT SHOWING
PARCEL P15

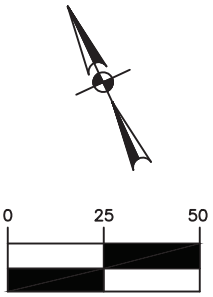
FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					5 OF 8

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

Date: Jun 27, 2025, 11:29am User ID: doballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_14632\Parcel P15.dwg

REFERENCE:

LINE TABLE		
LINE	BEARING	LENGTH
L2	S25°05'30"W	629.50'
L6	N24°56'50"E	572.97'



SCALE: 1"= 50'

MATCH LINE SHEET 4 OF 7

LOT 2
CALLED 13.256 ACRES
BLOCK A
THE RIVERY PHASE ONE
CABINET X, SLIDE 193–196
INST. 2003040368
O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED
LOT 2
BLOCK A
THE RIVERY, PHASE ONE
QUORUM RIVERY, INC.,
a Texas corporation
TO
STEPHEN KAHNG
SEPTEMBER 05, 2003
INST. 2003089529
O.P.R.W.Co.TX.

PROPOSED R.O.W.

EXISTING R.O.W.

L6

L2

WOLF RANCH PARKWAY
(PLATTED AS HACIA LOS LOBOS BLVD.)
(64' R.O.W.)
(CAB. X. SLD. 193–196)
(DOC. 2003040368, O.P.R.W.Co.TX.)

20' PUBLIC
UTILITY EASEMENT
DOC. No. 2003040368
O.P.R.W.Co.TX.

25' BUILDING
SETBACK
(CAB. X, SLD. 193–196)
O.P.R.W.Co.TX.

PARCEL P15
0.6110 ACRE
(26,614 SQ. FT.)

OHE

HILLVIEW DRIVE
(64' R.O.W.)
(CAB. X. SLD. 193–196)
(INST. 2003040368, O.P.R.W.Co.TX.)

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498

CITY OF
GEORGETOWN

MATCH LINE SHEET 6 OF 7

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P15

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					6 OF 8

REFERENCE:

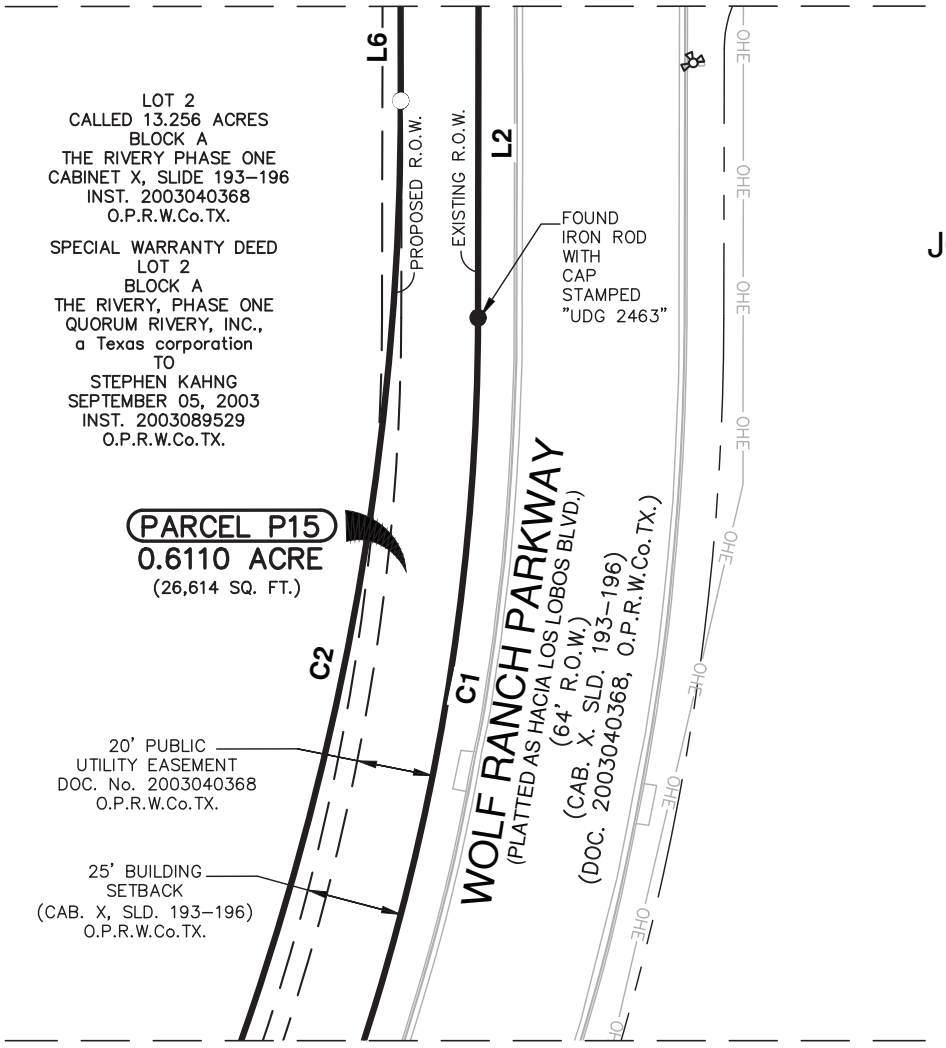
Date: Jun 27, 2025, 11:30am User ID: doballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_14632\Parcel P15.dwg

LINE TABLE		
LINE	BEARING	LENGTH
L2	S25°05'30"W	629.50'
L6	N24°56'50"E	572.97'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	473.68'	618.00'	43°54'56"	S47°03'20"W	462.17'
C2	528.17'	738.00'	41°00'19"	N45°26'59"E	516.97'

0 25 50

SCALE: 1"= 50'



CITY OF
GEORGETOWN

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498

PARCEL PLAT SHOWING
PARCEL P15

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					7 OF 8

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

Date: Jun 27, 2025, 11:30am User ID: dcaballero
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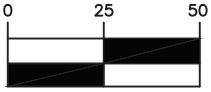
REFERENCE:

LINE TABLE		
LINE	BEARING	LENGTH
L3	S68°51'30"W	34.91'
L4	N12°22'40"W	20.23'
L5	N68°57'37"E	13.33'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	473.68'	618.00'	43°54'56"	S47°03'20"W	462.17'
C2	528.17'	738.00'	41°00'19"	N45°26'59"E	516.97'





SCALE: 1"= 50'

MATCH LINE SHEET 6 OF 7

LOT 2
CALLED 13.256 ACRES
BLOCK A
THE RIVERY PHASE ONE
CABINET X, SLIDE 193–196
INST. 2003040368
O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED
LOT 2
BLOCK A
THE RIVERY, PHASE ONE
QUORUM RIVERY, INC.,
a Texas corporation
TO
STEPHEN KAHNG
SEPTEMBER 05, 2003
INST. 2003089529
O.P.R.W.Co.TX.

20' PUBLIC
UTILITY EASEMENT
DOC. No. 2003040368
O.P.R.W.Co.TX.

25' BUILDING
SETBACK
(CAB. X, SLD. 193–196)
O.P.R.W.Co.TX.

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498

CITY OF
GEORGETOWN

PARCEL P15
0.6110 ACRE
(26,614 SQ. FT.)

C2

PROPOSED R.O.W.

EXISTING R.O.W.

C1

WOLF RANCH PARKWAY
(PLATTED AS HACIA LOS LOBOS BLVD.)
(64' R.O.W.)
(CAB. X, SLD. 193–196)
(DOC. 2003040368, O.P.R.W.Co.TX.)

20' BUILDING
SETBACK
(CAB. X, SLD. 193–196)
O.P.R.W.Co.TX.

L5

L4

L3

FOUND
IRON ROD
WITH
CAP
STAMPED
"UDG 2463"

FOUND
IRON ROD
WITH
CAP
STAMPED
"UDG 2463"

10' P.U.E.
(INST. 2018051828)
O.P.R.W.Co.TX.

4-FEET
R.O.W.
DEDICATION
WOLF RANCH
WEST,
SECTION 2,
PHASE 2
INST. 2018051828
O.P.R.W.Co.TX.

OHE

[A] OPEN SPACE
LOT 80
CALLED 0.187 ACRE
BLOCK J
WOLF RANCH WEST, SECTION 2, PHASE 2
INST. 2018051828
O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED
CALLED 59.611 ACRES
H4 WR, LP, a Texas limited partnership
TO
H4WR PHASE 2, LLC,
a Texas limited liability company
SEPTEMBER 25, 2017
INST. 2017089587
O.P.R.W.Co.TX.

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P15

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					8 OF 8

Date: Jun 27, 2025, 11:30am User ID: doballero
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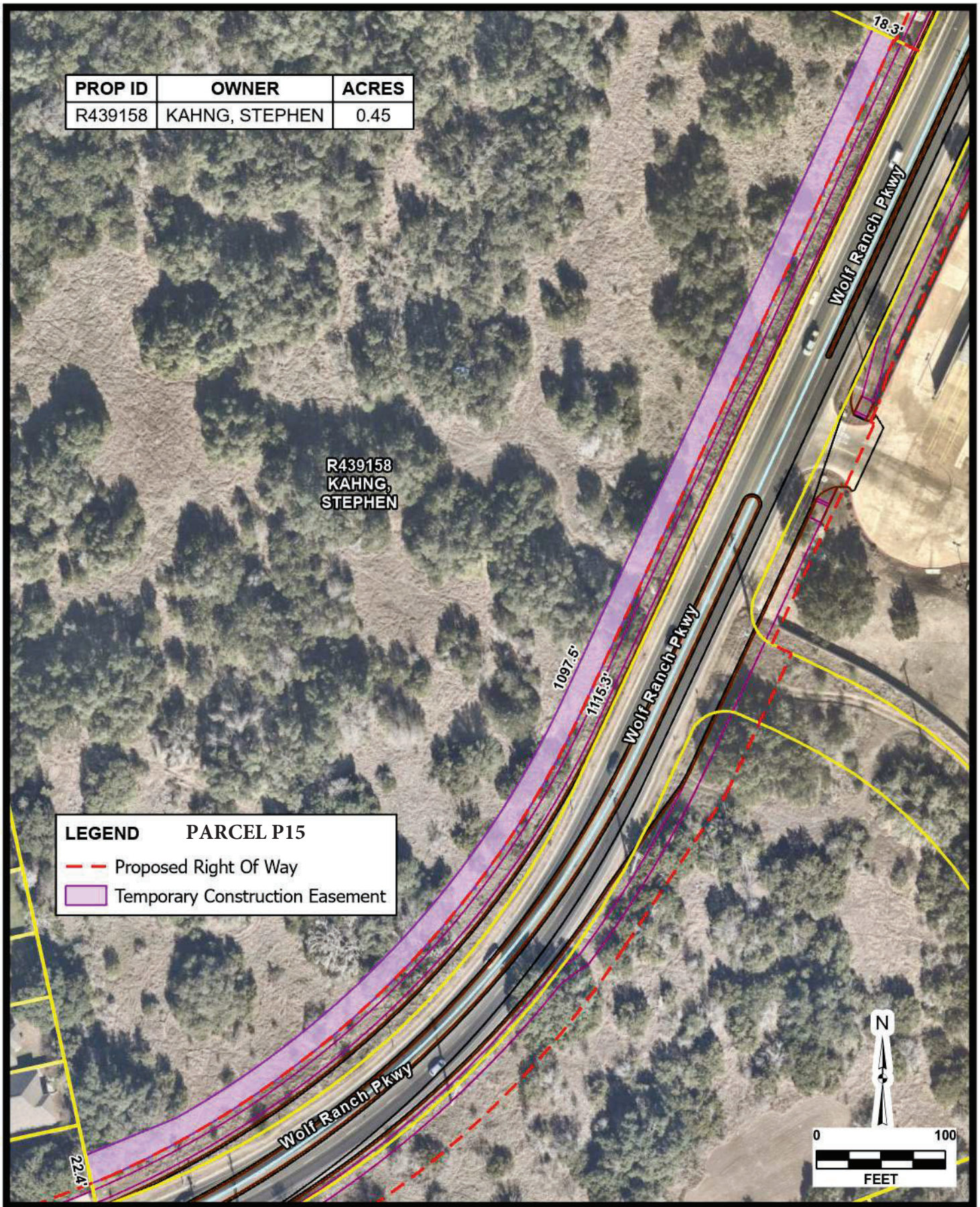


AERIAL IMAGERY PROVIDED BY GOOGLE © UNLESS OTHERWISE NOTED. Imagery ©2026, CAPCOG,Digital Globe,Texas Orthoimagery Program, USDA Farm Service Agency

Date: Mar 29, 2026 5:07 PM User: shaster
File: H:\Projects\51423\04GIS\ROW_Easement_Acquisition.aprx Layout: KAHNG, STEPHEN Map: Layers Map Frame

JOB NO.	51423-04
DATE	Mar 2026
DESIGNER	JS
CHECKED	BC
DRAWN	EH
SHEET	1.0

KAHNG, STEPHEN

GEORGETOWN, TEXAS

EASEMENT ACQUISITION EXHIBIT

PAPE-DAWSON

6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT "A"

County: Williamson
Roadway: Wolf Ranch Parkway
Project Limits: Memorial Dr./C.R. 265 to Rivery Blvd.

PROPERTY DESCRIPTION FOR PARCEL P16

0.5019 OF AN ACRE (21,862 SQUARE FEET) TRACT OF LAND OUT OF LOT 1, A CALLED 4.246 ACRES IN BLOCK C, THE RIVERY PHASE ONE, A SUBDIVISION IN THE CITY OF GEORGETOWN, AS RECORDED IN CABINET X, SLIDE 193-196, SAME BEING INSTRUMENT NUMBER, (INST.), 2003040368, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.Co.TX.), LOT 1, BEING DESCRIBED AS TRACT II, IN A GENERAL WARRANTY DEED FROM RIVERY TOWNE CROSSING, L.P., A TEXAS LIMITED PARTNERSHIP, TO INLAND WESTERN GEORGETOWN RIVERY LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, EXECUTED OCTOBER 10, 2006, RECORDED IN INST. 2006089971, O.P.R.W.Co.TX., (SAID GRANTEE LATER KNOWN AS RPAI GEORGETOWN RIVERY GP., L.L.C., LATER KNOWN AS KRG GEORGETOWN RIVERY, LLC, PER INST. 2024083049 O.P.R.W.Co.TX.), SAID 0.5019 OF AN ACRE TRACT BEING IN THE JOSEPH P. PULSIFER SURVEY No. 3G, ABSTRACT No. 498, PATENTED IN CONFLICT WITH THE ORVILL PERRY SURVEY No. 1, ABSTRACT 10, WILLIAMSON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at the southernmost corner of Lot 1, being a point of intersection (P.I.) on the east line of Lot 1, a called 11.793 acres, of Wolf Lakes Village, Section 5, as described in Inst. 2022098185 O.P.R.W.Co.TX.;

THENCE, North 12º28'10" West, (Record North 12º22'57" West) along and with the west line of Lot 1 (The Rivery Phase One), being the east line of Lot 1 (Wolf Lakes Village Section 5), a distance of 126.74 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", on the proposed south Right-Of-Way, (R.O.W.), line of Wolf Ranch Parkway, for the southwest corner and POINT OF BEGINNING of the herein described Parcel 16, said point having surface coordinates of N 10,207,703.69, and E 3,126,250.42;

(1) THENCE, continuing North 12º28'10" West, along and with the west line of Lot 1 (The Rivery Phase One), being the east line of Lot 1 (Wolf Lakes Village Section 5), passing at a distance of 21.24 feet a found iron rod with cap stamped "CEC INC Boundary", for the northeast corner of a called 0.213 acre, 9-feet dedicated R.O.W., as establish in Wolf Lakes Village, Section 5, being the northernmost corner of Lot 1 (Wolf Lakes Village, section 5), continuing for a total distance of 30.31 feet to a found 5/8 inch iron rod with yellow cap stamped (Pape-Dawson) on the existing south R.O.W. line of Wolf Ranch Parkway, (64-feet R.O.W., platted as Hacia Los Lobos Boulevard), as established in The Rivery Phase one Subdivision, for the northwest corner of said 0.213 acre dedicated 9-feet R.O.W. and the northwest corner of Lot 1 (The River Phase One);

EXHIBIT "A"

THENCE, along and with the existing south R.O.W. line of Wolf Ranch Parkway, and the south R.O.W. line of Hillview Drive (60' R.O.W. – Unimproved) as established in The Rivery Phase One., being the north line of Lot 1 (The Rivery Phase One), the following Five (5) courses and distances:

(2) North 69º16'33" East, a distance of 44.56 feet to a found 1/2 inch iron rod, for a Point of Curvature (P.C.) of a curve to the left;

(3) 522.81 feet along and with the arc of said curve to the left, having a radius of 682.00 feet, a delta angle of 43°55'19", a chord bearing of North 47º02'34" East, a distance of 510.10 feet to a found iron rod with cap (illegible), for a Point of Tangency (P.T.);

(4) North 25º05'30" East, a distance of 70.23 feet to calculated point for a P.C. of a curve the right, from which a found 1/2 inch iron rod (leaning), Bears: South 58º28'57" West, a distance of 0.38 feet;

(5) 47.12 feet along and with the arc of said curve to the right, having a radius of 30.00 feet, a delta angle of 89°59'24", a chord bearing of North 70º05'12" East, a distance of 42.42 feet to a found iron rod with cap stamped (UDG), for a P.T.;

(6) South 64º55'06" East, a distance of 14.66 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" from which a found 1/2 inch iron rod for a P.C. of a curve to the right bears South 64º55'06" East, a distance of 21.09 feet;

THENCE, traversing over, across, and through Lot 1 (The Rivery Phase One), along and with the proposed south R.O.W. line of Wolf Ranch Parkway, the following Four (4) courses and distances:

(7) South 25º00'04" West, a distance of 56.73 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a Point of Intersection (P.I.) corner;

(8) South 33º42'45" West, a distance of 142.98 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a P.C. of a non-tangent curve to the right;

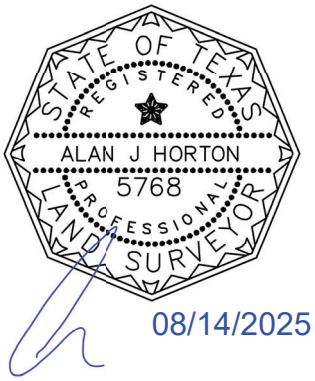
(9) 448.13 feet along and with the arc of said curve to the right, having a radius of 712.00 feet, a delta angle of 36°03'43", a chord bearing of South 50º59'04" West, a distance of 440.77 feet to a set 5/8 inch rod with yellow cap stamped (Pape-Dawson), for a P.T.;

(10) South 69º16'33" West, a distance of 48.91 feet to the POINT OF BEGINNING and containing 0.5019 of an acre (21,862 square feet) in the City of Georgetown, Williamson County, Texas.

EXHIBIT "A"

All bearings and coordinates are based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00004.

Note: A parcel plat of even date was prepared in conjunction with this property description.



PREPARED BY:	Pape-Dawson Engineers, Texas Surveying Firm #10028800 10801 N. MoPac Expressway, Bldg. 3, Suite 200, Austin, Texas, 78759 (512) 454-8711
DATE:	August 14, 2025
JOB NO.	51423-04
DOC. ID.	H:\Survey\CIVIL\51423-04\dwg\Parcels\Legal Descriptions\Parcel P16 M&B.docx

NOTES:

1) 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE SURFACE VALUES IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00004 APPLIED.
3) ABSTRACTING COMPLETED IN MAY 2025.
4) FIELD SURVEY COMPLETED BETWEEN APRIL 29, 2025 AND MAY 01, 2025
5) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

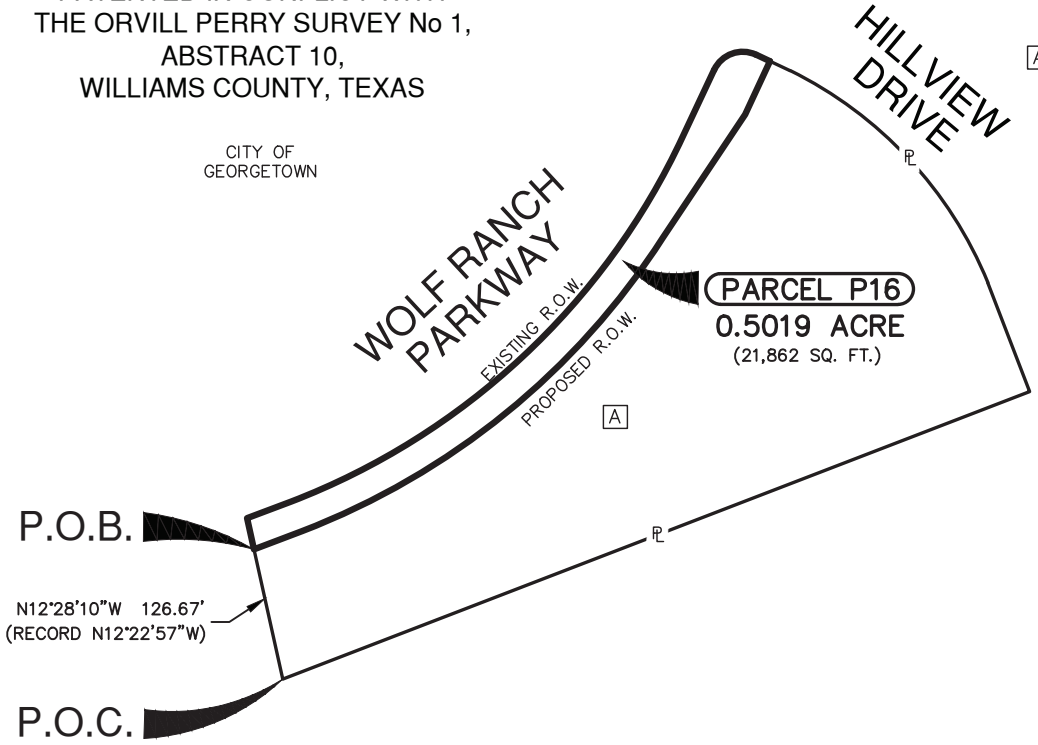
LEGEND:

CAB	CABINET
DOC.	DOCUMENT
F.D.	FOUND
INST.	INSTRUMENT
I.R.	IRON ROD
N.T.S.	NOT TO SCALE
O.P.R.W.Co.TX.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT-OF-WAY
SLD	SLIDE
SQ. FT.	SQUARE FEET
( )	RECORD INFORMATION FROM DEED OR PLAT
●	FOUND IRON ROD (AS NOTED).
○	SET 5/8" IRON ROD WITH YELLOW PAPE-DAWSON CAP
	PARCEL BOUNDARY LINE
℄	ADJACENT PROPERTY LINE
	RECORD R.O.W. PARCEL LINE
	CHAIN LINK FENCE
	FIRE HYDRANT

N.T.S.

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH
THE ORVILL PERRY SURVEY No 1,
ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

CITY OF GEORGETOWN



A LOT 1
CALLED 4.246 ACRES
BLOCK C
THE RIVERY PHASE ONE
CABINET X, SLIDE 193-196
INST. 2003040368
O.P.R.W.Co.TX.

GENERAL WARRANTY DEED
TRACT II
LOT 1
CALLED 4.246 ACRES
BLOCK C
RIVERY TOWNE CROSSING, L.P.,
a Texas limited partnership
TO
INLAND WESTERN GEORGETOWN
RIVERY LIMITED PARTNERSHIP,
An Illinois limited partnership
OCTOBER 10, 2006
INST. 2006089971
O.P.R.W.Co.TX.

AFFIDAVIT OF NAME CHANGE
INLAND WESTERN GEORGETOWN
RIVERY LIMITED PARTNERSHIP
later known as
RPAI GEORGETOWN
RIVERY GP., L.L.C.
later known as
KRG GEORGETOWN RIVERY, LLC
DOC. 2024083049
O.P.R.W.Co.TX.

STATE OF TEXAS
REGISTERED
ALAN J HORTON
5768
PROFESSIONAL
LAND SURVEYOR

08/14/2025

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLD 3 STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

REV. NO.	DATE	DESCRIPTION	BY

WILLIAMSON COUNTY, TEXAS

PARCEL NO.	DEED ACREAGE	ACQUIRED ACRES (SQ.FT.)	ABSTRACT	ACRES (SQ.FT.) IN ORIGINAL SURVEY	REMAINDER
P16	4.246	0.5019 (21,862)	498	N/A	3.744 RT

PARCEL PLAT SHOWING
PARCEL P16

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	N.T.S.					4 OF 7

Date: Aug 14, 2025, 8:49am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_4732\Parcel P16.dwg

REFERENCE:

REFERENCES:

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. No. GT2503756
Texan Title Insurance Company
Date Effective: July 8, 2025
Date Issued: August 5, 2025

10. The following matters and all terms of the documents creating or offering evidence of the matters.

a. SUBJECT TO
b. SUBJECT TO
c. SUBJECT TO
d. SUBJECT TO
e. SUBJECT TO AS SHOWN
f. SUBJECT TO AS SHOWN
g. SUBJECT TO
h. SUBJECT TO AS SHOWN
i. MAY BE SUBJECT TO
j. MAY BE SUBJECT TO
k. SUBJECT TO
l. SUBJECT TO
m. NOT A SURVEY MATTER
n. NOT A SURVEY MATTER
o. NOT A SURVEY MATTER

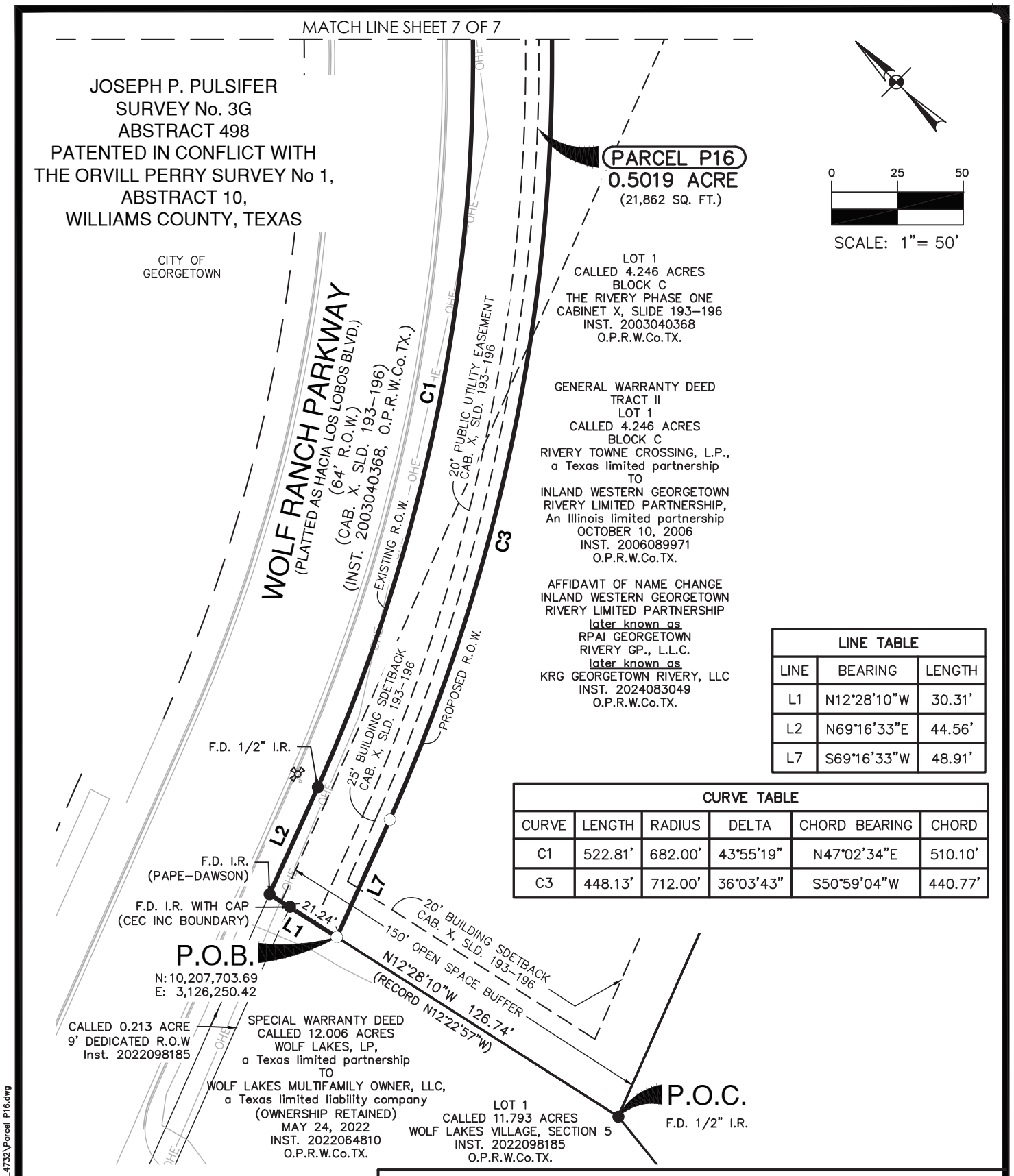
PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLD 3 STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P16

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					5 OF 7

Date: Aug 14, 2025, 8:49am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_4732\Parcel P16.dwg

REFERENCE:



LINE TABLE		
LINE	BEARING	LENGTH
L1	N12°28'10"W	30.31'
L2	N69°16'33"E	44.56'
L7	S69°16'33"W	48.91'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	522.81'	682.00'	43°55'19"	N47°02'34"E	510.10'
C3	448.13'	712.00'	36°03'43"	S50°59'04"W	440.77'

PAPE-DAWSON ENGINEERS

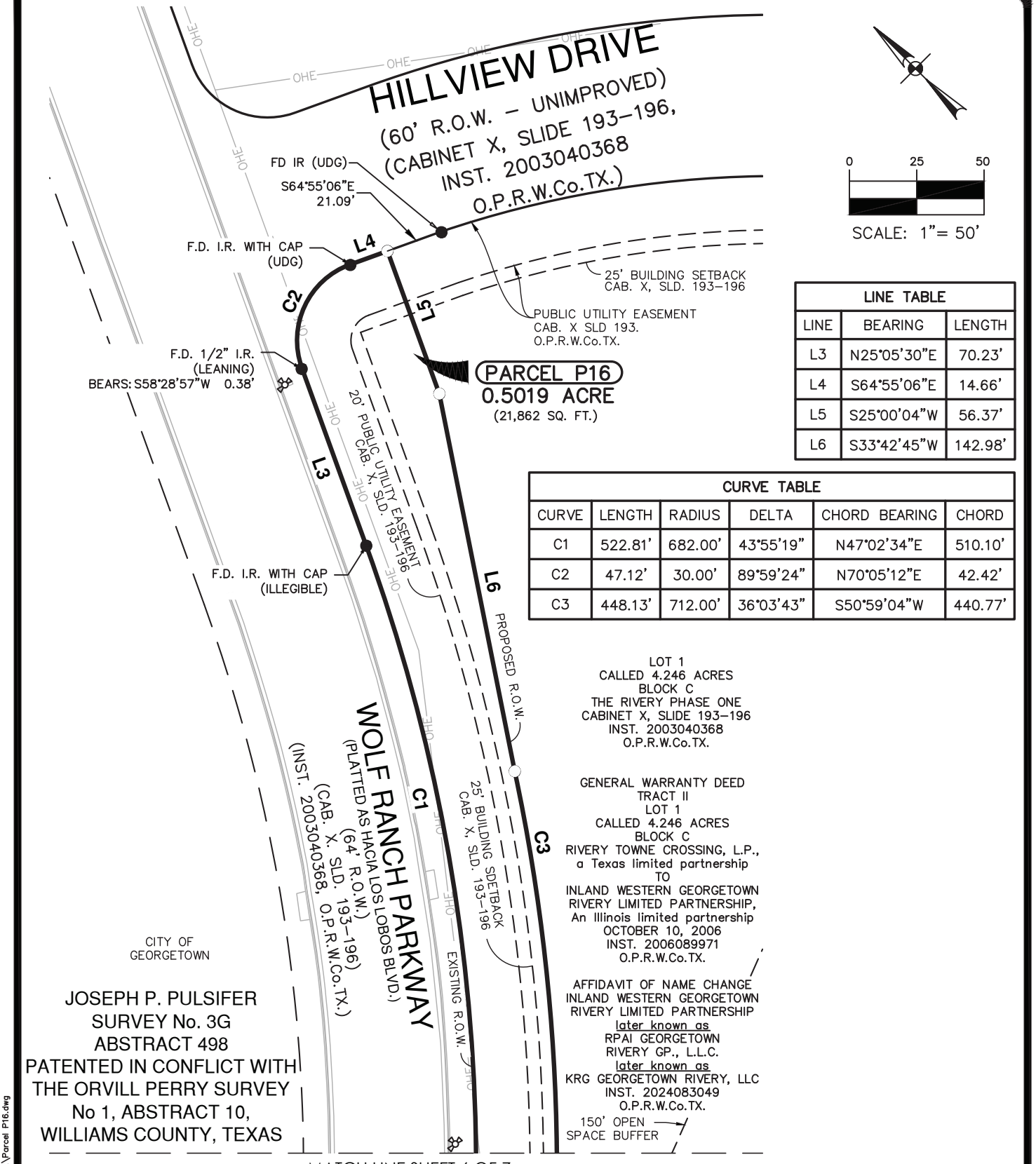
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLD 3 STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P16

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					6 OF 7

Date: Aug 14, 2025, 8:49am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_4732\Parcel P16.dwg

REFERENCE:



LINE TABLE		
LINE	BEARING	LENGTH
L3	N25°05'30"E	70.23'
L4	S64°55'06"E	14.66'
L5	S25°00'04"W	56.37'
L6	S33°42'45"W	142.98'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	522.81'	682.00'	43°55'19"	N47°02'34"E	510.10'
C2	47.12'	30.00'	89°59'24"	N70°05'12"E	42.42'
C3	448.13'	712.00'	36°03'43"	S50°59'04"W	440.77'

MATCH LINE SHEET 6 OF 7

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLD 3 STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P16

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					7 OF 7

Date: Aug 14, 2025, 8:49am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_4732\Parcel P16.dwg

REFERENCE:

EXHIBIT "A"

County: Williamson
Roadway: Wolf Ranch Parkway
Project Limits: Memorial Dr./C.R. 265 to Rivery Blvd.

PROPERTY DESCRIPTION FOR PARCEL P17

0.5059 OF AN ACRE (22,039 SQUARE FEET) TRACT OF LAND OUT OF LOT 4, A CALLED 23.556 ACRES IN BLOCK B, THE RIVERY PHASE ONE, A SUBDIVISION IN THE CITY OF GEORGETOWN, RECORDED IN CABINET X, SLIDE 193-196, SAME BEING INSTRUMENT NUMBER, (INST.), 2003040368 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.Co.TX.), SAID LOT 4 BEING PLATTED OUT OF A CALLED 23.556 ACRE TRACT, DESCRIBED IN A SPECIAL WARRANTY DEED FROM RIVERY TOWNE CROSSING, L.P., A TEXAS LIMITED PARTNERSHIP, TO WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE COPORTATION (OWNERSHIP RETAINED), EXECUTED JUNE 25, 2002, RECORDED IN, INST. 2002049986, O.P.R.W.Co.TX., SAID 0.5059 OF AN ACRE BEING IN THE JOSEPH P. PULSIFER SURVEY No. 3G, ABSTRACT No. 498, PATENTED IN CONFLICT WITH THE ORVILL PERRY SURVEY No. 1, ABSTRACT 10, WILLIAMSON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a calculated point for a point of tangency (P.T.) on the south line of Lot 4, being the existing north Right-Of-Way, (R.O.W.), line of Hillview Drive (60' R.O.W. – Unimproved), as established in The River Phase One Subdivision, from which a found 1/2 inch iron rod bears: South 05º00'51" West, a distance of 0.26 feet;

THENCE, North 64º55'06" West, (Record South 64º54'35" East) along and with the south line of Lot 4, being the existing north R.O.W line of Hillview Drive, a distance of 21.24 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for the southeast corner and POINT OF BEGINNING of the herein described Parcel 17, said point having surface coordinates of N 10,208,222.91, and E 3,126,767.12;

THENCE, along and with the existing north R.O.W. line of Hillview Drive, and the existing east R.O.W. line of Wolf Ranch Parkway, (64-feet R.O.W., platted as Hacia Los Lobos Boulevard), as established in The River Phase One, being the south and west lines of Lot 4, the following Three (3) courses and distances:

(1) North 64º55'06" West, a distance of 14.49 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a Point of Curvature (P.C.) of a curve to the right;

(2) 47.13 feet along and with the arc of said curve to the right, having a radius of 30.00 feet, a delta angle of 90°00'36", a chord bearing of North 19º54'48" West, a distance of 42.43 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a P.T.;

EXHIBIT "A"

(3) North 25º05'30" East, a distance of 973.54 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", in the center line of Rivery Driveway, for the northwest corner of Lot 4, being the southwest corner of Lot 2, The Rivery Phase One Subdivision;

(4) THENCE, South 64º54'35" East, along and with the centerline of Rivery Driveway, being the north line of Lot 4, same being the South line of Lot 2, a distance of 36.08 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", on the proposed east R.O.W. line of Wolf Ranch Parkway;

THENCE, traversing over, across, and through Lot 4, along and with the proposed east R.O.W. line of Wolf Ranch Parkway, the following Eleven (11) courses and distances:

(5) South 24º56'50" West, a distance of 46.29 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a Point of Intersection (P.I.) corner;

(6) South 65º11'34" West, a distance of 22.62 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a P.I. corner;

(7) South 24º56'50" West, a distance of 35.48 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a P.I. corner;

(8) North 65º03'10" West, a distance of 1.72 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a P.I. corner;

(9) South 25º05'30" West, a distance of 274.60 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a P.I. corner;

(10) North 64º54'30" West, a distance of 11.00 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a P.I. corner;

(11) South 25º05'30" West, a distance of 34.51 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a P.I. corner;

(12) South 64º54'30" East, a distance of 11.00 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a P.I. corner;

(13) South 25º05'30" West, a distance of 363.85 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.I. corner;

(14) South 16º24'59" West, a distance of 23.03 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a P.I. corner;

EXHIBIT "A"

(15) South 24º56'50" West, a distance of 15.10 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a P.I. corner;

(16) South 65º03'10" East, a distance of 3.50 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a P.I. corner;

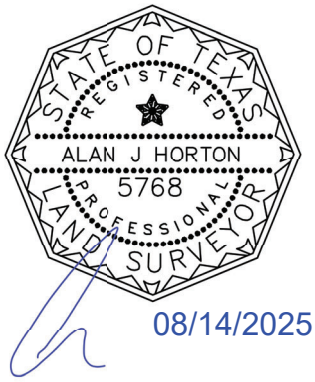
(17) South 24º56'50" West, a distance of 188.78 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a P.I. corner;

(18) South 64º54'30" East, a distance of 16.99 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a P.I. corner;

(19) South 24º56'29" West, a distance of 4.86 feet to the POINT OF BEGINNING and containing 0.5059 of an acre (22,039 square feet) in the City of Georgetown, Williamson County, Texas.

All bearings and coordinates are based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00004.

Note: A parcel plat of even date was prepared in conjunction with this property description.



PREPARED BY: Pape-Dawson Engineers, Texas Surveying Firm #10028800
10801 N. MoPac Expressway, Bldg. 3, Suite 200, Austin, Texas, 78759
(512) 454-8711
DATE: August 14, 2025
JOB NO. 51423-04
DOC. ID. H:\Survey\CIVIL\51423-04\dwg\Parcels\Legal Descriptions\Parcel P17 M&B.docx

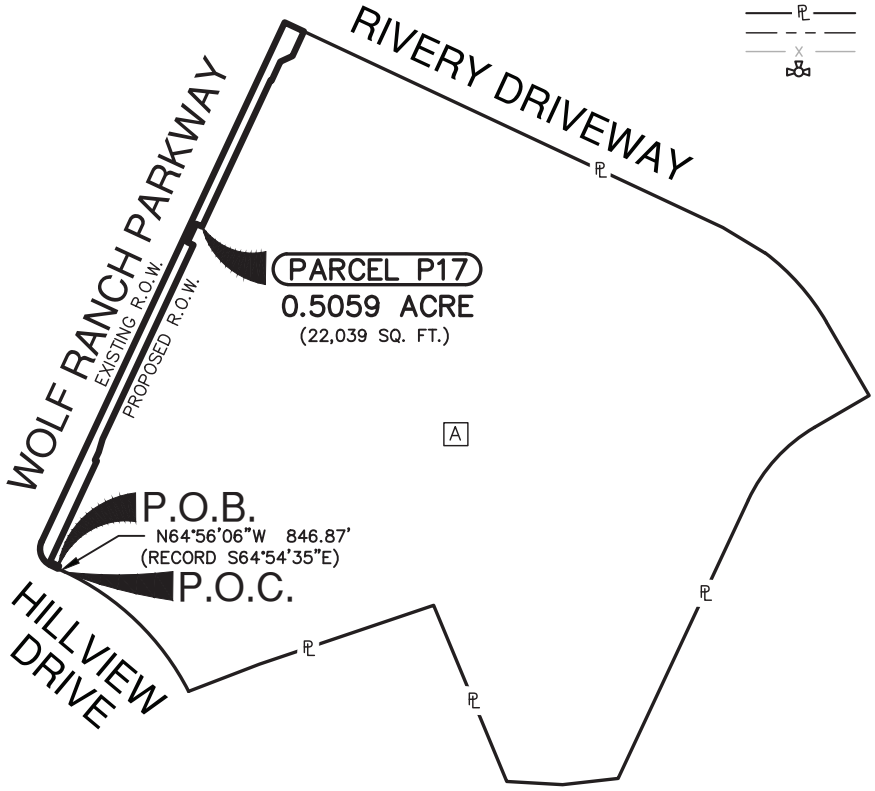
NOTES:

1) 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE SURFACE VALUES IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00004 APPLIED.
3) ABSTRACTING COMPLETED IN MAY 2025.
4) FIELD SURVEY COMPLETED BETWEEN APRIL 29, 2025 AND MAY 01, 2025
5) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

LEGEND:

CAB	CABINET
DOC.	DOCUMENT
F.D.	FOUND
INST.	INSTRUMENT
I.R.	IRON ROD
N.T.S.	NOT TO SCALE
O.P.R.W.Co.TX.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
O.R.W.Co.TX.	OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT-OF-WAY
SLD	SLIDE
SQ. FT.	SQUARE FEET
( )	RECORD INFORMATION FROM DEED OR PLAT
●	FOUND 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" (UNLESS NOTED OTHERWISE).
○	SET 5/8" IRON ROD WITH YELLOW PAPE-DAWSON CAP
	PARCEL BOUNDARY LINE
℄	ADJACENT PROPERTY LINE
	RECORD R.O.W. PARCEL LINE
x	WIRE FENCE
	FIRE HYDRANT

N.T.S.



JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH
THE ORVILL PERRY SURVEY No 1,
ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

CITY OF GEORGETOWN

A LOT 4
CALLED 23.556 ACRES
BLOCK B
THE RIVERY PHASE ONE
CABINET X, SLIDE 193-196
INST. 2003040368
O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED
CALLED 23.556 ACRES
RIVERY TOWNE CROSSING, L.P.
a Texas limited partnership
TO
WAL-MART REAL ESTATE BUSINESS TRUST,
a Delaware corporation
(OWNERSHIP RETAINED)
JUNE 25, 2002
INST. 2002049986
O.P.R.W.Co.TX.

STATE OF TEXAS
REGISTERED
ALAN J HORTON
5768
PROFESSIONAL
LAND SURVEYOR

08/14/2025

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

REV. NO.	DATE	DESCRIPTION	BY

WILLIAMSON COUNTY, TEXAS

PARCEL NO.	DEED ACREAGE	ACQUIRED ACRES (SQ.FT.)	ABSTRACT	ACRES (SQ.FT.) IN ORIGINAL SURVEY	REMAINDER
P17	23.556	0.5059 (22,039)	498	N/A	23.050 RT

PARCEL PLAT SHOWING
PARCEL P17

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	N.T.S.					4 OF 9

Date: Aug 14, 2025, 8:41am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_4732\Parcel P17.dwg

REFERENCE:

REFERENCES:

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. No. GT2503757
Texan Title Insurance Company
Date Effective: July 6, 2025
Date Issued: July 14, 2025

10. The following matters and all terms of the documents creating or offering evidence of the matters.

a. SUBJECT TO
b. SUBJECT TO
c. SUBJECT TO
d. SUBJECT TO
e. SUBJECT TO AS SHOWN
f. SUBJECT TO AS SHOWN
g. SUBJECT TO AS SHOWN
h. TERMS, CONDITIONS, AND PROVISIONS MAY APPLY
i. NOT A SURVEY MATTER
j. NOT A SURVEY MATTER
k. NOT A SURVEY MATTER
l. NOT A SURVEY MATTER

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P17

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
						5 OF 9

Date: Aug 14, 2025, 8:41am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_4732\Parcel P17.dwg

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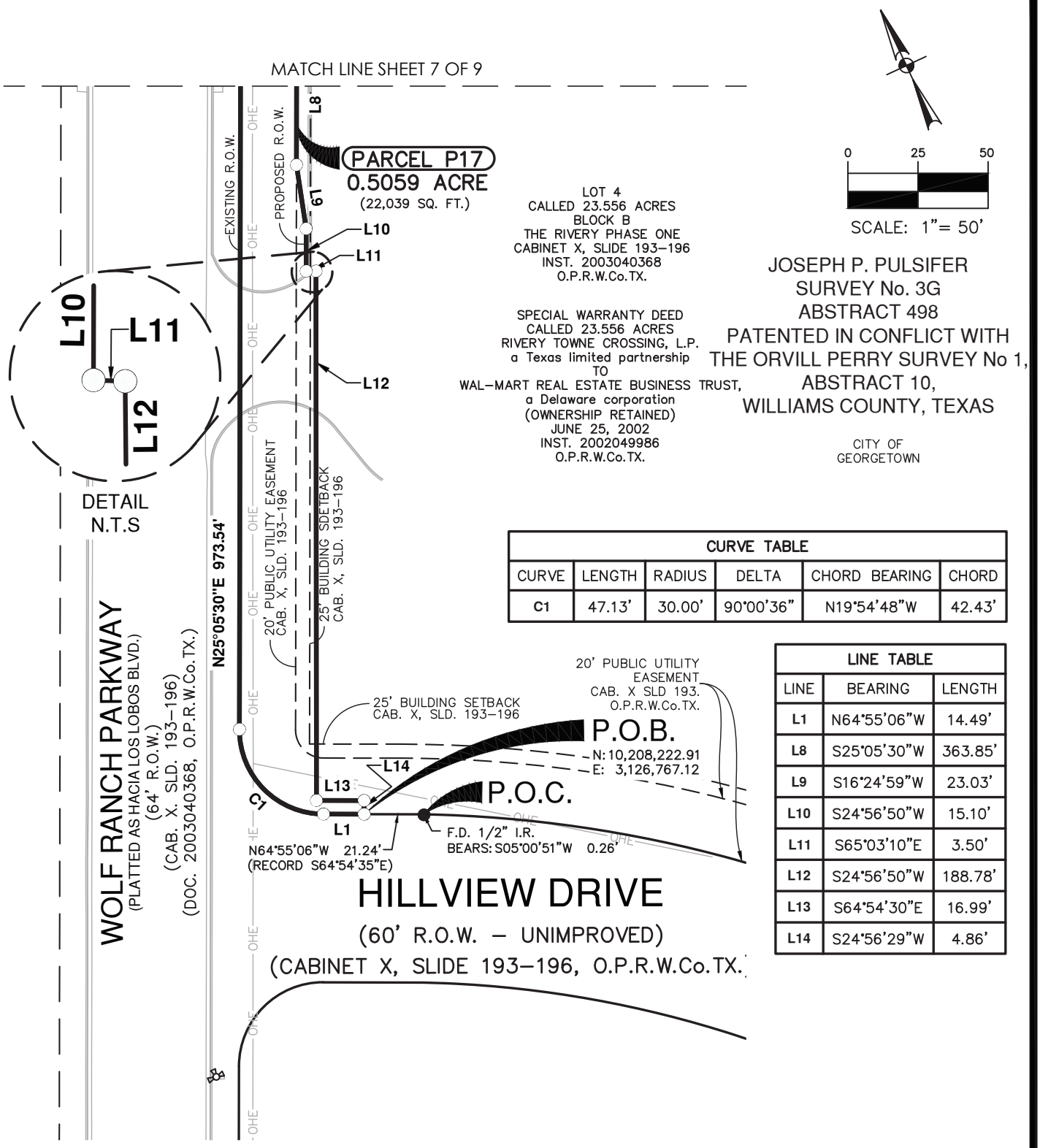


CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	47.13'	30.00'	90°00'36"	N19°54'48"W	42.43'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N64°55'06"W	14.49'
L8	S25°05'30"W	363.85'
L9	S16°24'59"W	23.03'
L10	S24°56'50"W	15.10'
L11	S65°03'10"E	3.50'
L12	S24°56'50"W	188.78'
L13	S64°54'30"E	16.99'
L14	S24°56'29"W	4.86'

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P17

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					6 OF 9

Date: Aug 14, 2025, 8:41am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_4732\Parcel P17.dwg

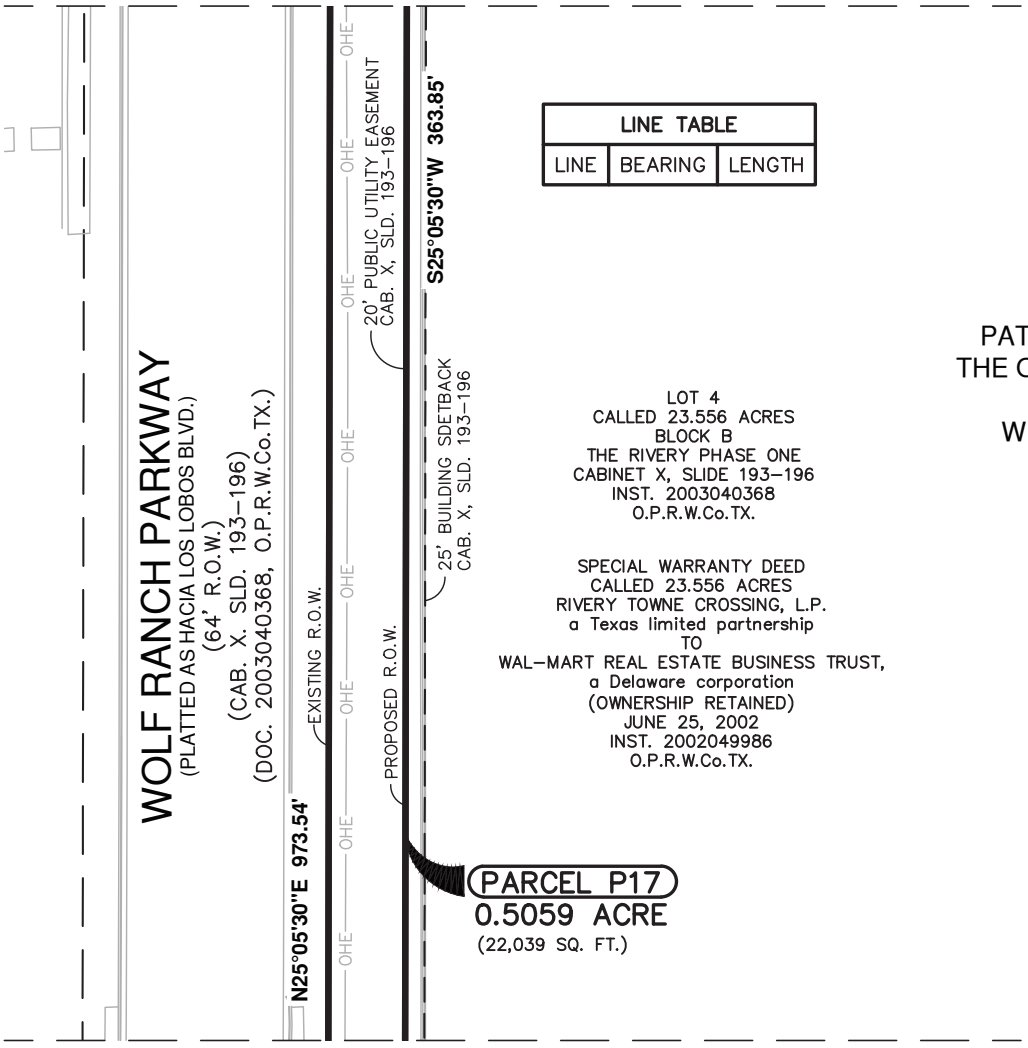
REFERENCE:



0 25 50

SCALE: 1"= 50'

MATCH LINE SHEET 8 OF 9



LINE TABLE		
LINE	BEARING	LENGTH

LOT 4
CALLED 23.556 ACRES
BLOCK B
THE RIVERY PHASE ONE
CABINET X, SLIDE 193–196
INST. 2003040368
O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED
CALLED 23.556 ACRES
RIVERY TOWNE CROSSING, L.P.
a Texas limited partnership
TO
WAL–MART REAL ESTATE BUSINESS TRUST,
a Delaware corporation
(OWNERSHIP RETAINED)
JUNE 25, 2002
INST. 2002049986
O.P.R.W.Co.TX.

CITY OF
GEORGETOWN

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH
THE ORVILL PERRY SURVEY No 1,
ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

MATCH LINE SHEET 6 OF 9

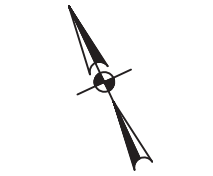
PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P17

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					7 OF 9

Date: Aug 14, 2025, 8:41am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_4732\Parcel P17.dwg

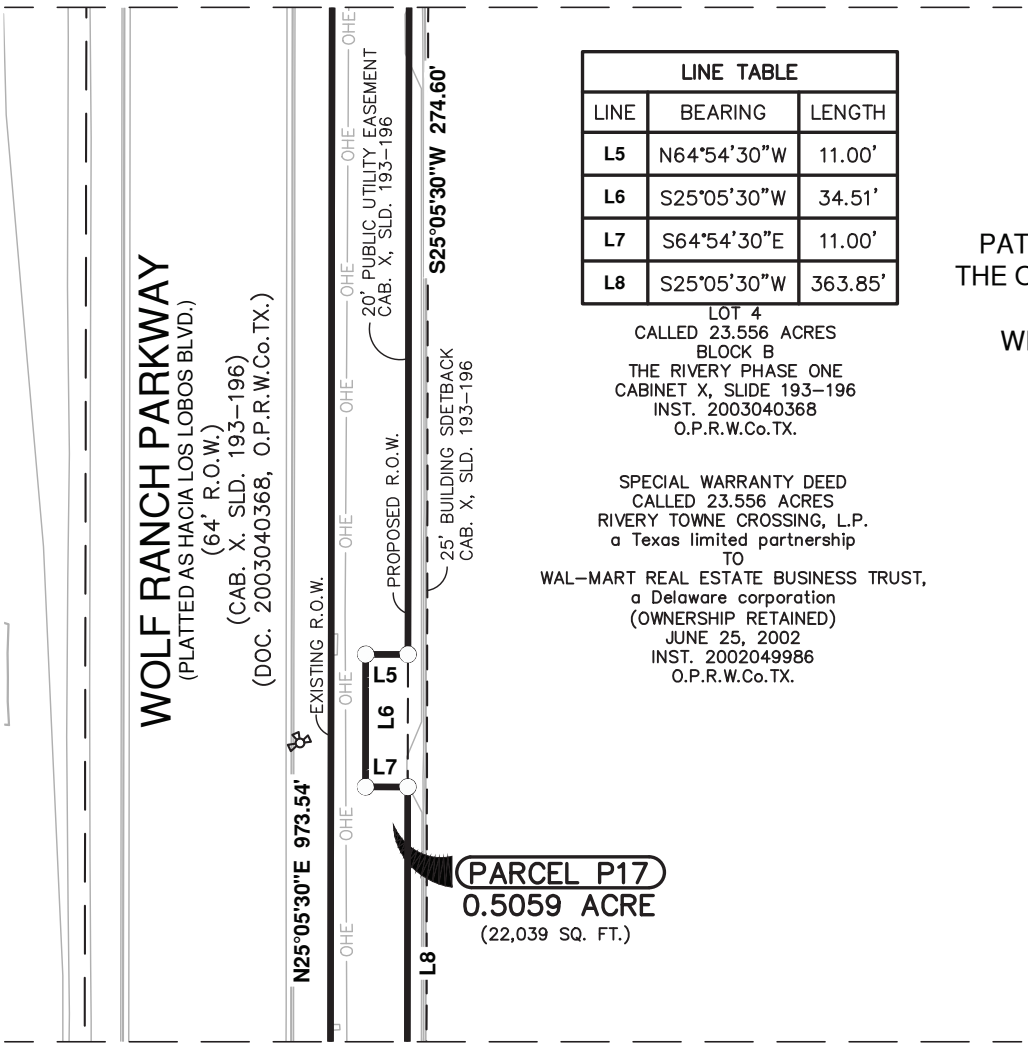
REFERENCE:



0 25 50

SCALE: 1"= 50'

MATCH LINE SHEET 9 OF 9



LINE TABLE		
LINE	BEARING	LENGTH
L5	N64°54'30"W	11.00'
L6	S25°05'30"W	34.51'
L7	S64°54'30"E	11.00'
L8	S25°05'30"W	363.85'

LOT 4
CALLED 23.556 ACRES
BLOCK B
THE RIVERY PHASE ONE
CABINET X, SLIDE 193–196
INST. 2003040368
O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED
CALLED 23.556 ACRES
RIVERY TOWNE CROSSING, L.P.
a Texas limited partnership
TO
WAL–MART REAL ESTATE BUSINESS TRUST,
a Delaware corporation
(OWNERSHIP RETAINED)
JUNE 25, 2002
INST. 2002049986
O.P.R.W.Co.TX.

CITY OF GEORGETOWN

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH
THE ORVILL PERRY SURVEY No 1,
ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

MATCH LINE SHEET 7 OF 9

Date: Aug 14, 2025, 8:41am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_4732\Parcel P17.dwg

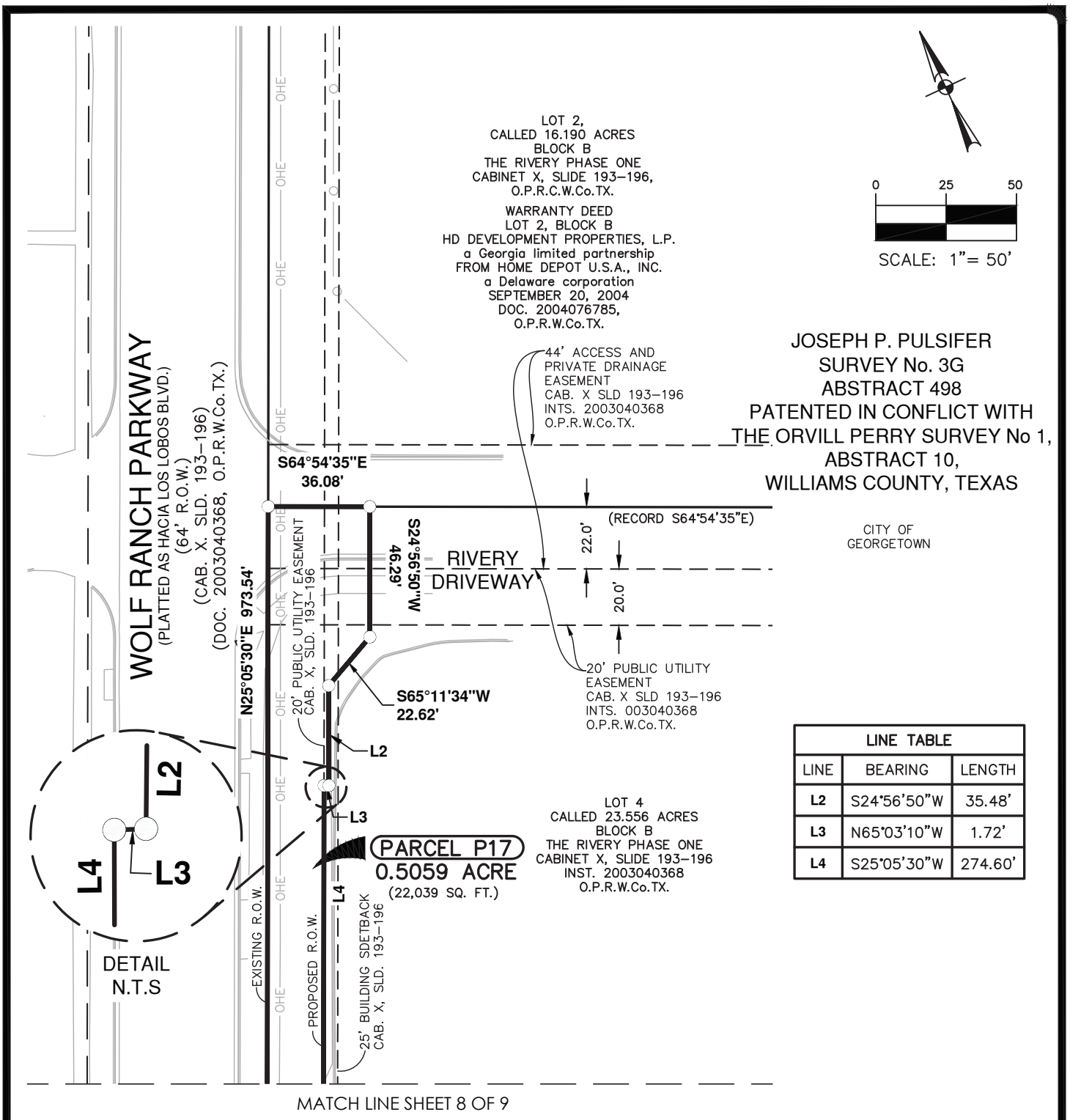
PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P17

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					8 OF 9

REFERENCE:



LINE TABLE		
LINE	BEARING	LENGTH
L2	S24°56'50"W	35.48'
L3	N65°03'10"W	1.72'
L4	S25°05'30"W	274.60'

MATCH LINE SHEET 8 OF 9

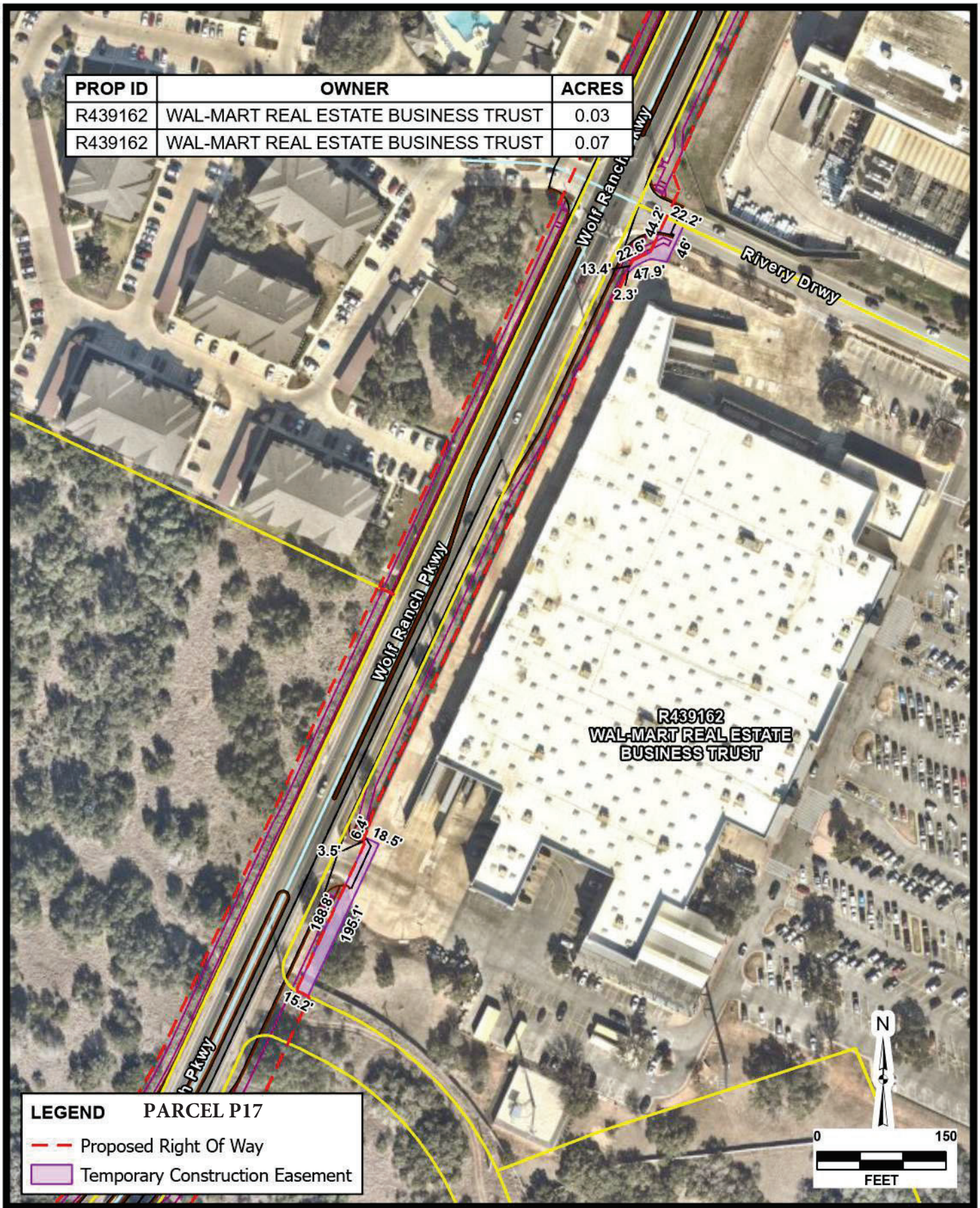
PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P17

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					9 OF 9

REFERENCE:

Date: Aug 14, 2025, 8:41am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_4732\Parcel P17.dwg



AERIAL IMAGERY PROVIDED BY GOOGLE © UNLESS OTHERWISE NOTED. Imagery ©2026, CAPCOG,Digital Globe,Texas Orthoimagery Program, USDA Farm Service Agency

Date: Mar 30, 2026 8:56 AM User: ENaster
File: H:\Projects\51423\04GIS\ROW_Easement_Acquisition.aprx Layout: WAL-MART REAL ESTATE BUSINESS TRUST Map: Layers Map Frame

JOB NO.	51423-04
DATE	Mar 2026
DESIGNER	JS
CHECKED	BC
DRAWN	EH
SHEET	1.0

WAL-MART REAL ESTATE BUSINESS TRUST

GEORGETOWN, TEXAS

EASEMENT ACQUISITION EXHIBIT

PAPE-DAWSON
6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT "A"

County: Williamson
Roadway: Wolf Ranch Parkway
Project Limits: Memorial Dr./C.R. 265 to Rivery Blvd.

PROPERTY DESCRIPTION FOR PARCEL P18

0.6461 OF AN ACRE, (28,146 SQUARE FEET), TRACT OF LAND OUT OF LOT 1, A CALLED 20.303 ACRES IN BLOCK A, THE RIVERY PHASE ONE, A SUBDIVISION OF RECORD IN THE CITY OF GEORGETOWN AS RECORDED IN CABINET, (CAB.), X, SLIDE(S), (SLD.), 193-196, SAME BEING INSTRUMENT NUMBER, (INST.), 2003040368, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.Co.TX.), SAID LOT 1 BEING DESCRIBED IN A SPECIAL WARRANTY DEED, FROM CARROLL CAPITAL INVESTMENTS, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY, TO CARROLL AT RIVERY RANCH, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY, EXECUTED APRIL 20, 2017, RECORDED IN INST. 2017035734, O.P.R.W.Co.TX., SAID 0.6461 OF AN ACRE BEING IN THE JOSEPH P. PULSIFER SURVEY No. 3G, ABSTRACT No. 498, PATENTED IN CONFLICT WITH THE ORVILL PERRY SURVEY No. 1, ABSTRACT 10, WILLIAMSON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at the westernmost corner of Lot 1, being the northernmost corner of Lot 2, Block A, The Rivery Phase One, from which a found Mag Nail with a washer stamped "Chaparral Boundary" bears South 41º33'53" West, a distance of 0.23 feet;

THENCE, South 64º57'26" East, (Record North 64º56'55" West), along and with the south line of Lot 1, being the northeast line of Lot 2, a distance of 720.25 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", on the proposed northwest Right-Of-Way, (R.O.W.), line of Wolf Ranch Parkway, being the southwest corner and POINT OF BEGINNING of the herein described Parcel P18, said point having surface coordinates of N 10,208,702.37, and E 3,126,849.73;

THENCE, traversing over, across, and through Lot 1, along and with the proposed northwest R.O.W. line of Wolf Ranch Parkway, the following Two (2) courses and distances:

(1) North 25º05'30" East, a distance of 1069.57 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a Point of Curvature, (P.C.) for a curve to the right;

(2) 323.10 feet along the arc of said curve to the right, having a radius of 702.01 feet, a delta angle of 26°22'14", a chord bearing of North 38º16'34" East, a distance of 320.26 feet to set 5/8 inch iron rod with a yellow cap stamped "Pape-Dawson", for the north line of Lot 1, being the south line of Lot 6, Block B, Amending Plat of Block "B" of Subdivision Plat of The Rivery Park II, as recorded in Cab. BB, Sld. 72-75, same being Inst. 2005098021, O.P.R.W.Co.TX;

EXHIBIT "A"

(3) THENCE, North 79º47'37" East, along and with the north line of Lot 1, being the south line of Lot 6, a distance of 44.52 feet to a set mag nail with a "Pape-Dawson" washer on the curving existing north R.O.W. line of Wolf Ranch Parkway, (64-feet R.O.W., platted as Hacia Los Lobos Boulevard), as established in Cab. X, Sld. 193-196, same being Inst. 2003040368, O.P.R.W.Co.TX., for the northeast corner of Lot 1, being the southeast corner of Lot 6;

THENCE, along and with the existing north R.O.W. line of Wolf Ranch Parkway, being the southeast line of Lot 1, the following Two (2) courses and distances:

(4) 353.10 feet along the arc of a curve to the left, having a radius of 682.01 feet, a delta angle of 29°39'51", a chord bearing of South 39º55'22" West, a distance of 349.17 feet to found mag nail with a washer stamped "Stantec Boundary" for a Point-of-Tangency, (P.T.);

(5) South 25º05'30" West, a distance of 1069.55 feet to a calculated point, for the southernmost corner of Lot 1, being the easternmost corner of Lot 2, from which a found iron rod with cap (illegible) bears South 27º48'27" West, 0.31 feet;

(6) THENCE, North 64º57'26" West, along and with the south line of Lot 1, being the north line of Lot 2, a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.6461 of an acre (28,146 square feet) in the City of Georgetown, Williamson County, Texas.

All bearings and coordinates are based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00004.

Note: A parcel plat of even date was prepared in conjunction with this property description.



PREPARED BY: Pape-Dawson Engineers, Texas Surveying Firm #10028800
10801 N. MoPac Expressway, Bldg. 3, Suite 200, Austin, Texas, 78759
(512) 454-8711
DATE: July 29, 2025
JOB NO. 51423-04
DOC. ID. H:\Survey\CIVIL\51423-04\dwg\Parcels\Legal Descriptions\Parcel P18 M&B.docx

NOTES:

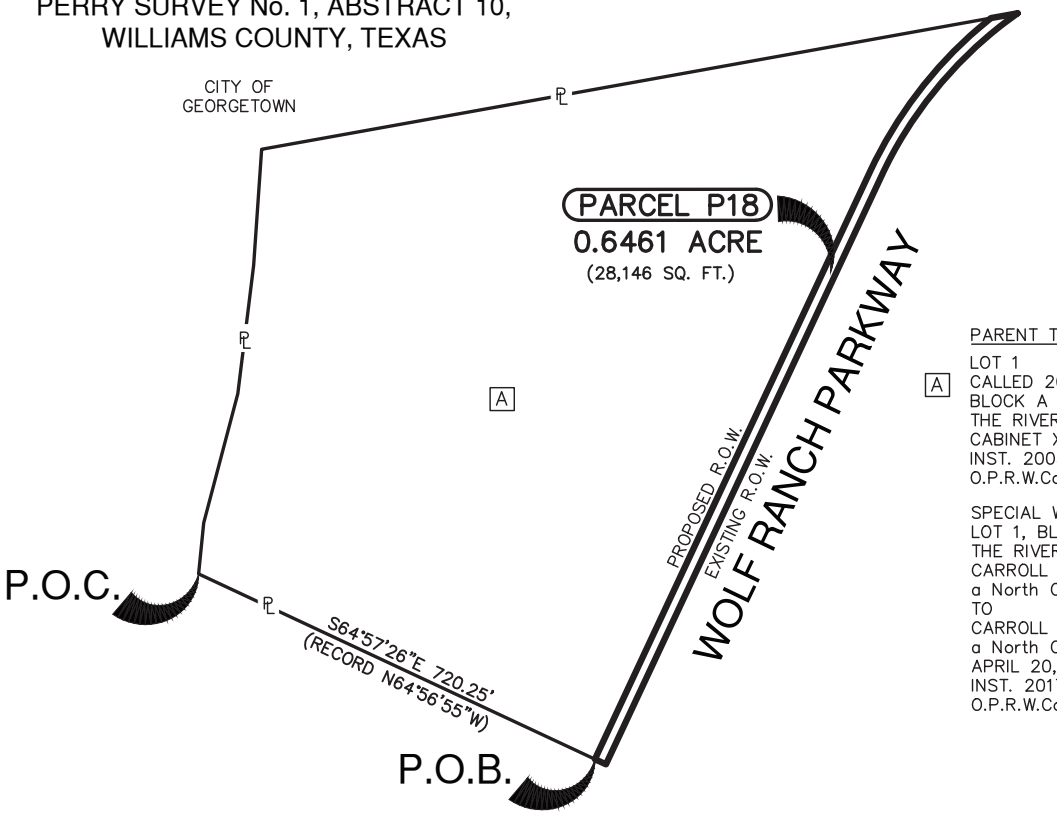
1) 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE SURFACE VALUES IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00004 APPLIED.
3) ABSTRACTING COMPLETED IN MAY 2025.
4) FIELD SURVEY COMPLETED BETWEEN APRIL 29, 2025 AND MAY 01, 2025
5) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

LEGEND:

CAB.	CABINET
DOC.	DOCUMENT
INST.	INSTRUMENT
N.T.S.	NOT TO SCALE
O.P.R.W.Co.TX.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
SLD.	SLIDE
SQ. FT.	SQUARE FEET
( )	RECORD INFORMATION FROM DEED OR PLAT
●	FOUND 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" (UNLESS NOTED OTHERWISE).
○	SET 5/8" IRON ROD WITH YELLOW PAPE-DAWSON CAP
△	SET MAG NAIL PAPE-DAWSON WASHER
———	PARCEL BOUNDARY LINE
——℄——	ADJACENT PROPERTY LINE
— – – —	RECORD R.O.W. PARCEL LINE
	FIRE HYDRANT

N.T.S.

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH THE ORVILL PERRY SURVEY No. 1, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS



PARENT TRACT

A LOT 1
CALLED 20.303 ACRES
BLOCK A
THE RIVERY PHASE ONE
CABINET X, SLIDE 193-196
INST. 2003040368
O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED
LOT 1, BLOCK A
THE RIVERY PHASE ONE
CARROLL CAPITAL INVESTMENTS, LLC,
a North Carolina limited liability company
TO
CARROLL AT RIVERY RANCH, LLC,
a North Carolina limited liability company
APRIL 20, 2017
INST. 2017035734
O.P.R.W.Co.TX.

STATE OF TEXAS
REGISTERED
ALAN J HORTON
5768
PROFESSIONAL
LAND SURVEYOR

07/29/2025

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLD 3, STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

REV. NO.	DATE	DESCRIPTION	BY

WILLIAMSON COUNTY, TEXAS

PARCEL NO.	DEED ACREAGE	ACQUIRED ACRES (SQ.FT.)	ABSTRACT	ACRES (SQ.FT.) IN ORIGINAL SURVEY	REMAINDER
P18	20.303	0.6461 (28,146)	498	N/A	19.657 LT

PARCEL PLAT SHOWING
PARCEL P18

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JULY 2025			WOLF RANCH PARKWAY
DIST.	SCALE		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	N.T.S.					3 OF 9

Date: Jul 29, 2025, 10:46am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_15796\Parcel P18.dwg

REFERENCE:

REFERENCES:

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. No. GT2503758
Texan Title Insurance Company
Date Effective: June 17, 2025
Date Issued: June 26, 2025

10. The following matters and all terms of the documents creating or offering evidence of the matters.

a. SUBJECT To AS SHOWN
b. SUBJECT TO
c. SUBJECT TO AS SHOWN
d. NOT A SURVEY MATTER
e. TERMS, CONDITIONS & STIPULATIONS MAY APPLY
f. TERMS, CONDITIONS & STIPULATIONS MAY APPLY
g. TERMS, CONDITIONS & STIPULATIONS MAY APPLY
h. SUBJECT TO
i. SUBJECT TO
j. NOT A SURVEY MATTER
k. NOT A SURVEY MATTER
l. NOT A SURVEY MATTER
m. SUBJECT TO
n. SUBJECT TO
o. SUBJECT TO

CITY OF GEORGETOWN AVIGATION EASEMENT

a. GRANTS FOR THE USE AND BENEFIT OF THE PUBLIC A CONTINUING EASEMENT AND RIGHT OF FLIGHT FOR THE PASSAGE OF AIRCRAFT IN THE AIR SPACE ABOVE THE SURFACE OF THE LAND OVER WHICH THIS EASEMENT IS OBTAINED, TOGETHER WITH THE RIGHT TO CAUSE IN SAID AIR SPACE SUCH NOISE AS MAY NE INHERENT IN THE OPERATION OF AIRCRAFT, NOW KNOWN OR HEREAFTER USED FOR NAVIGATION OF OR FLIGHT IN THE AIRSPACE USING SAID AIR SPACE FOR LANDING AT, TAKING OFF FROM OR OPERATION ON THE GEORGETOWN MUNICIPAL AIRPORT; AND

b. WILL LIMIT THE HEIGHT OF ANY STRUCTURE TO NO MORE THAN THE APPROACH SLOPE OR THE TRANSITION SLOPE ELEVATION OF THE GEORGETOWN AIRPORT AS INDICATED ON THE PLAT. THE MAXIMUM HEIGHT OF ANY STRUCTURE SHALL BE THE DIFFERENCE BETWEEN THE GROUND ELEVATION AND THE AVIGATION ELEVATION FOR ANY PARTICULAR LOCATION.

c. THE SUBDIVISION IS LOCATED BENEATH THE HORIZONTAL ZONE LEVATION OF 150 FEET ABOVE AIRPORT ELEVATION, OR 937.00 FEET ABOVE MEAN SEA LEVEL.

d. THE MAXIMUM HEIGHT OF ANY STRUCTURE LOCATED IN THE EASEMENT IS {REFER TO CHAPTER 12.36 FOR THE GEORGETOWN MUNICIPAL CODE TO DETERMINE THIS.}

PAPE-DAWSON ENGINEERS
SAN ANTONIO I AUSTIN I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLD 3, STE 200 I AUSTIN , TX 78759 I 512.454.8711
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P18

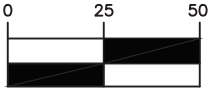
FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JULY 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
						4 OF 9

Date: Jul 29, 2025, 10:46am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_15796\Parcel P18.dwg

REFERENCE:

LINE TABLE		
LINE	BEARING	LENGTH
L1	N25°05'30"E	1069.57'
L3	S25°05'30"W	1069.55'
L4	N64°57'26"W	20.00'





SCALE: 1"= 50'

MATCH LINE SHEET 6 OF 9

LOT 1
CALLED 20.303 ACRES
BLOCK A
THE RIVERY PHASE ONE
CABINET X, SLIDE 193–196
INST. 2003040368
O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED
LOT 1, BLOCK A
THE RIVERY PHASE ONE
CARROLL CAPITAL INVESTMENTS, LLC,
a North Carolina limited liability company
TO
CARROLL AT RIVERY RANCH, LLC,
a North Carolina limited liability company
APRIL 20, 2017
INST. 2017035734
O.P.R.W.Co.TX.

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH THE ORVILL
PERRY SURVEY No. 1, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

PROPOSED R.O.W.

EXISTING R.O.W.

20' PUBLIC
UTILITY EASEMENT
DOC. No. 2003040368
O.P.R.W.Co.TX.

25' BUILDING
SETBACK
(CAB. X, SLD. 193–196)
O.P.R.W.Co.TX.

20' BUILDING SETBACK
(CAB. X, SLD. 193–196)
O.P.R.W.Co.TX.

PARCEL P18
0.6461 ACRE
(28,146 SQ. FT.)

WOLF RANCH PARKWAY
(PLATTED AS HACIA LOS LOBOS BLVD.)
(64' R.O.W.)
(CAB. X, SLD. 193–196)
(DOC. 2003040368, O.P.R.W.Co.TX.)

CITY OF
GEORGETOWN

L1

L3

L4

P.O.C.

P.O.B.
N: 10,208,702.37
E: 3,126,849.73

S64°57'26"E 720.25'
(RECORD N64°56'55"W)

FOUND
MAG NAIL
WITH A
WASHER
STAMPED
"CHAPARRAL
BOUNDARY"
BEARS
S41°33'53"W,
0.23'

FOUND
IRON ROD
WITH AN
ILLEGIBLE CAP
BEARS
S27°48'27"W,
0.31'

LOT 2
CALLED 13.256 ACRES
BLOCK A
THE RIVERY PHASE ONE
CABINET X, SLIDE 193–196
INST. 2003040368
O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED
LOT 2
BLOCK A
THE RIVERY, PHASE ONE
QUORUM RIVERY, INC.,
a Texas corporation
TO
STEPHEN KAHNG
SEPTEMBER 05, 2003
INST. 2003089529
O.P.R.W.Co.TX.

25' BUILDING
SETBACK
(CAB. X, SLD. 193–196)
O.P.R.W.Co.TX.

PARCEL PLAT SHOWING
PARCEL P18

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JULY 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					5 OF 9

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLD 3, STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

Date: Jul 29, 2025, 10:46am User ID: dcabellero
File: C:\Users\LOCAL_~1\Temp\AcPublish_15796\Parcel P18.dwg

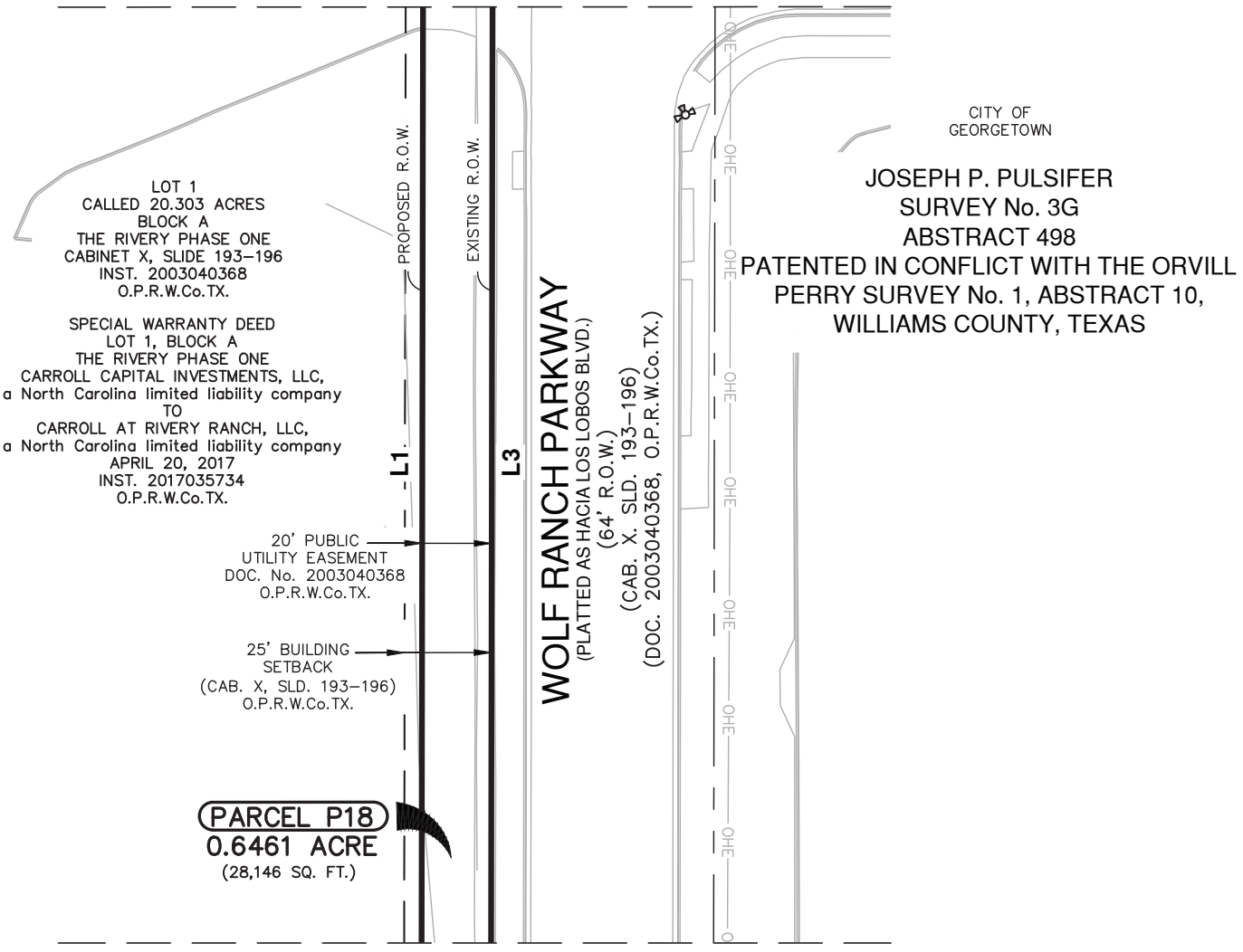
REFERENCE:

LINE TABLE		
LINE	BEARING	LENGTH
L1	N25°05'30"E	1069.57'
L3	S25°05'30"W	1069.55'

0 25 50

SCALE: 1"= 50'

MATCH LINE SHEET 7 OF 9



MATCH LINE SHEET 5 OF 9

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS

10801 N MOPAC EXPY, BLD 3, STE 200 | AUSTIN , TX 78759 | 512.454.8711

TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P18

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JULY 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					6 OF 9

REFERENCE:

Date: Jul 29, 2025, 10:46am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_15796\Parcel P18.dwg

LINE TABLE		
LINE	BEARING	LENGTH
L1	N25°05'30"E	1069.57'
L3	S25°05'30"W	1069.55'

0 25 50

SCALE: 1"= 50'

MATCH LINE SHEET 8 OF 9

LOT 1
CALLED 20.303 ACRES
BLOCK A
THE RIVERY PHASE ONE
CABINET X, SLIDE 193–196
INST. 2003040368
O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED
LOT 1, BLOCK A
THE RIVERY PHASE ONE
CARROLL CAPITAL INVESTMENTS, LLC,
a North Carolina limited liability company
TO
CARROLL AT RIVERY RANCH, LLC,
a North Carolina limited liability company
APRIL 20, 2017
INST. 2017035734
O.P.R.W.Co.TX.

PROPOSED R.O.W.

EXISTING R.O.W.

L1

L3

WOLF RANCH PARKWAY
(PLATTED AS HACIA LOS LOBOS BLVD.)
(64' R.O.W.)
(CAB. X, SLD. 193–196)
(DOC. 2003040368, O.P.R.W.Co.TX.)

OHE

CITY OF
GEORGETOWN

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH THE ORVILL
PERRY SURVEY No. 1, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

20' PUBLIC
UTILITY EASEMENT
DOC. No. 2003040368
O.P.R.W.Co.TX.

25' BUILDING
SETBACK
(CAB. X, SLD. 193–196)
O.P.R.W.Co.TX.

PARCEL P18
0.6461 ACRE
(28,146 SQ. FT.)

MATCH LINE SHEET 6 OF 9

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLD 3, STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P18

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JULY 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					7 OF 9

REFERENCE:

Date: Jul 29, 2025, 10:46am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_15796\Parcel P18.dwg

LINE TABLE		
LINE	BEARING	LENGTH
L1	N25°05'30"E	1069.57'
L3	S25°05'30"W	1069.55'

0 25 50

SCALE: 1"= 50'

MATCH LINE SHEET 9 OF 9

LOT 1
CALLED 20.303 ACRES
BLOCK A
THE RIVERY PHASE ONE
CABINET X, SLIDE 193–196
INST. 2003040368
O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED
LOT 1, BLOCK A
THE RIVERY PHASE ONE
CARROLL CAPITAL INVESTMENTS, LLC,
a North Carolina limited liability company
TO
CARROLL AT RIVERY RANCH, LLC,
a North Carolina limited liability company
APRIL 20, 2017
INST. 2017035734
O.P.R.W.Co.TX.

PROPOSED R.O.W.

EXISTING R.O.W.

L1

L3

WOLF RANCH PARKWAY
(PLATTED AS HACIA LOS LOBOS BLVD.)
(64' R.O.W.)
(CAB. X, SLD. 193–196)
(DOC. 2003040368, O.P.R.W.Co.TX.)

OHE

20' PUBLIC
UTILITY EASEMENT
DOC. No. 2003040368
O.P.R.W.Co.TX.

25' BUILDING
SETBACK
(CAB. X, SLD. 193–196)
O.P.R.W.Co.TX.

PARCEL P18
0.6461 ACRE
(28,146 SQ. FT.)

CITY OF
GEORGETOWN

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH THE ORVILL
PERRY SURVEY No. 1, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

MATCH LINE SHEET 7 OF 9

Date: Jul 29, 2025, 10:46am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_15796\Parcel P18.dwg

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLD 3, STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

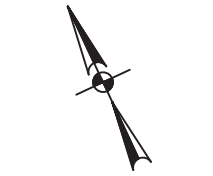
PARCEL PLAT SHOWING
PARCEL P18

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JULY 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					8 OF 9

REFERENCE:

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	323.10'	702.01'	26°22'14"	N38°16'34"E	320.26'
C2	353.10'	682.01'	29°39'51"	S39°55'22"W	349.17'

LINE TABLE		
LINE	BEARING	LENGTH
L2	N79°47'37"E	44.52'



SCALE: 1"= 50'

LOT 6
CALLED 17.569 ACRES
BLOCK B
AMENDING PLAT OF
BLOCK "B"
OF
SUBDIVISION PLAT OF
THE RIVERY PARK II
CABINET BB, SLIDE 72–75
INST. 2005098021
O.P.R.W.Co.TX.

GENERAL WARRANTY DEED
LOT 6, BLOCK "B"
RP GEORGETOWN DEVELOPMENT CO., LLC,
a Texas limited liability company
TO
THE SUMMIT II AT RIVERY PARK LTD.,
a Texas limited partnership
AUGUST 14, 2015
INST. 2015071920
O.P.R.W.Co.TX.

L2

PARCEL P18
0.6461 ACRE
(28,146 SQ. FT.)

20' BUILDING SETBACK
(CAB. X, SLD. 193–196)
O.P.R.W.Co.TX.

C1

C2

PROPOSED R.O.W.

EXISTING R.O.W.

WOLF RANCH PARKWAY
(PLATTED AS HACIA LOS LOBOS BLVD.)
(64' R.O.W.)
(CAB. X, SLD. 193–196)
(DOC. 2003040368, O.P.R.W.Co.TX.)

OHE

LOT 1
CALLED 20.303 ACRES
BLOCK A
THE RIVERY PHASE ONE
CABINET X, SLIDE 193–196
INST. 2003040368
O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED
LOT 1, BLOCK A
THE RIVERY PHASE ONE
CARROLL CAPITAL INVESTMENTS, LLC,
a North Carolina limited liability company
TO
CARROLL AT RIVERY RANCH, LLC,
a North Carolina limited liability company
APRIL 20, 2017
INST. 2017035734
O.P.R.W.Co.TX.

CITY OF
GEORGETOWN

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH THE ORVILL
PERRY SURVEY No. 1, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

20' PUBLIC
UTILITY EASEMENT
DOC. No. 2003040368
O.P.R.W.Co.TX.

25' BUILDING
SETBACK
(CAB. X, SLD. 193–196)
O.P.R.W.Co.TX.

FOUND
MAG NAIL
WITH A
WASHER
STAMPED
"STANTEC
BOUNDARY"

MATCH LINE SHEET 8 OF 9

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLD 3, STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P18

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JULY 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					9 OF 9

REFERENCE:

Date: Jul 29, 2025, 10:46am User ID: dcaballero
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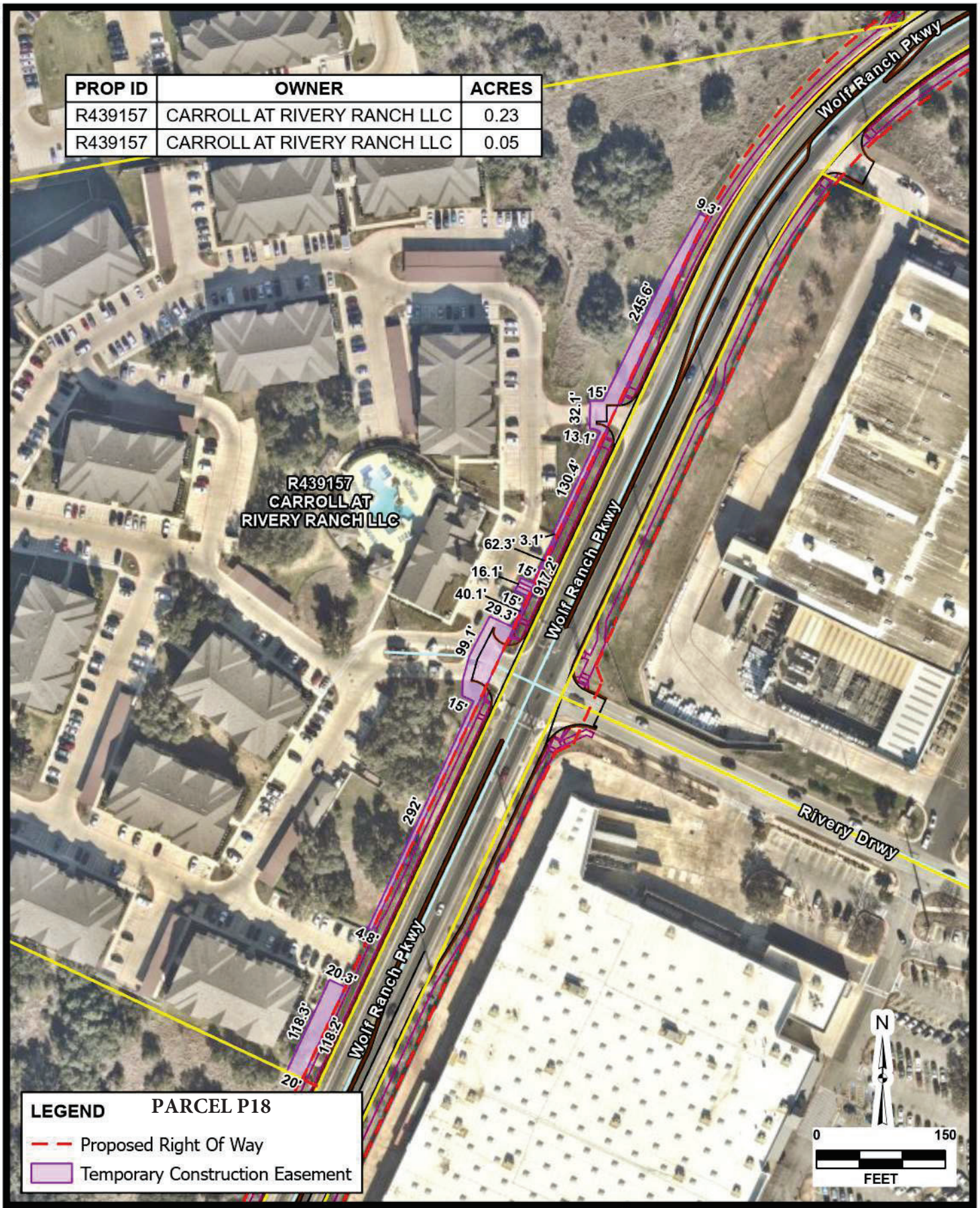


AERIAL IMAGERY PROVIDED BY GOOGLE © UNLESS OTHERWISE NOTED. Imagery ©2026, CAPCOG,Digital Globe,Texas Orthoimagery Program, USDA Farm Service Agency

Date: Mar 29, 2026 4:57 PM User: ehaster
File: H:\Projects\51423\04GIS\ROW_Easement_Acquisition.aprx Layout: CARROLL AT RIVERY RANCH LLC Map: Layers Map Frame

JOB NO.	51423-04
DATE	Mar 2026
DESIGNER	JS
CHECKED	BC
DRAWN	EH
SHEET	1.0

CARROLL AT RIVERY RANCH LLC

GEORGETOWN, TEXAS

EASEMENT ACQUISITION EXHIBIT

PAPE-DAWSON
6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT "A"

County: Williamson
Roadway: Wolf Ranch Parkway
Project Limits: Memorial Dr./C.R. 265 to Rivery Blvd.

PROPERTY DESCRIPTION FOR PARCEL P19

0.3286 OF AN ACRE (14,313 SQUARE FEET) TRACT OF LAND OUT OF LOT 2, A CALLED 16.190 ACRES IN BLOCK B, THE RIVERY PHASE ONE, A SUBDIVISION IN THE CITY OF GEORGETOWN AS RECORDED IN CABINET X, SLIDE 193-196, SAME BEING INSTRUMENT NUMBER, (INST.), 2003040368, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.Co.TX.), SAID LOT 2 BEING PLATEED OUT OF TRACT 1, A CALLED 16.190 ACRE TRACT DESCRIBED IN A WARRANTY DEED FROM HOME DEPOT U.S.A., INC., A DELAWARE CORPORATION, TO HD DEVELOPMENT PROPERTIES, L.P., A GEORGIA LIMITED PARTNERSHIP, (OWNERSHIP RETAINED), EXECUTED SEPTEMBER 20, 2004, RECORDED IN, INST. 2004076785, O.P.R.W.Co.TX., SAID 0.3286 OF AN ACRE BEING IN THE JOSEPH P. PULSIFER SURVEY No. 3G, ABSTRACT No. 498, PATENTED IN CONFLICT WITH THE ORVILL PERRY SURVEY No. 1, ABSTRACT 10, WILLIAMSON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a northeastern corner of Lot 2, being a south corner of Lot 1C, Block B, Replat of The Rivery Phase One, Block B, Lot 1 Subdivision, a subdivision in the City of Georgetown, Cabinet EE, Slide 9, O.P.R.W.Co.TX.;

THENCE, North 64º56'06" West, (Record South 64º56'06" East), along and with the north line of Lot 2, being the south line of Lot 1C, a distance of 846.87 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" on the curving proposed east Right-Of-Way, (R.O.W), line of Wolf Ranch Parkway, for the northeast corner and POINT OF BEGINNING of the herein described Parcel P19, said point having surface coordinates of N 10,209,748.60, and E 3,127,473.49;

THENCE, traversing over, across, and through Lot 2, along and with the proposed east R.O.W. line of Wolf Ranch Parkway, the following Six (6) courses and distances:

(1) 143.82' feet along the arc of a curve to the left, having a radius of 599.15 feet, a delta angle of 13°45'13", a chord bearing of South 31º58'50" West, a distance of 143.48 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a Point of Tangency (P.T.);

(2) South 25º05'30" West, a distance of 435.02 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a Point of Intersection P.I. corner;

(3) South 65º03'10" East, a distance of 1.22 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a P.I. corner;

(4) South 24º56'50" West, a distance of 52.18 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a P.I. corner;

EXHIBIT "A"

(5) South 20º03'10" East, a distance of 20.67 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a P.I. corner;

(6) South 24º56'50" West, a distance of 33.50 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for the south line of Lot 2, being the north line of Lot 4, Block B, The Rivery Phase One Subdivision, in the apparent center line of Rivery Driveway, a 44 foot access and private drainage easement, as established in the Rivery Phase one Subdivision;

(7) THENCE, North 64º54'35" West, along and with the apparent center line of Rivery Driveway, being the south line of Lot 2, same being the north line of Lot 4, a distance of 36.08 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", on the existing south R.O.W. line Wolf Ranch Parkway (64 foot Width R.O.W., Platted as Hacia Los Lobos Boulevard) as established The Rivery Phase One Subdivision, being the southwest corner of Lot 2, being the northwest corner of Lot 4;

THENCE, along and with the existing east R.O.W. line of Wolf Ranch Parkway, being the west line of Lot 2, the following Two (2) courses and distances:

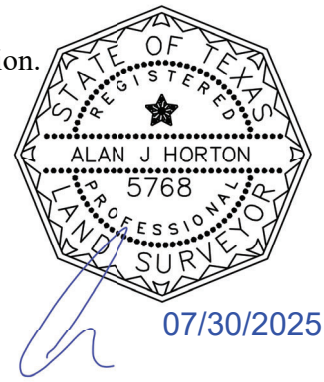
(8) North 25º05'30" East, a distance of 535.28 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a P.C. of a curve to the right;

(9) 143.72' feet along and with the arc of said curve to the right, having a radius of 618.00 feet, a delta angle of 13°19'30", a chord bearing of North 31º45'11" East, a distance of 143.40 feet to a calculated point, for the northwest corner of Lot 2, being the southwest corner of Lot 1C, from which a found 1/2 inch iron rod bears South 71º01'18" West a distance of 0.17 feet;

(10) THENCE, South 64º56'06"East, along and with the north line of Lot 2, being the south line of Lot 1C, a distance 20.57 feet to the POINT OF BEGINNING and containing 0.3286 of an acre, (14,313 square feet), in the City of Georgetown, Williamson County, Texas.

All bearings and coordinates are based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00004.

Note: A parcel plat of even date was prepared in conjunction with this property description.



PREPARED BY: Pape-Dawson Engineers, Texas Surveying Firm #10028800
10801 N. MoPac Expressway, Bldg. 3, Suite 200, Austin, Texas, 78759
(512) 454-8711
DATE: July 30, 2025
JOB NO. 51423-04
DOC. ID. H:\Survey\CIVIL\51423-04\dwg\Parcels\Legal Descriptions\Parcel P19 M&B.docx

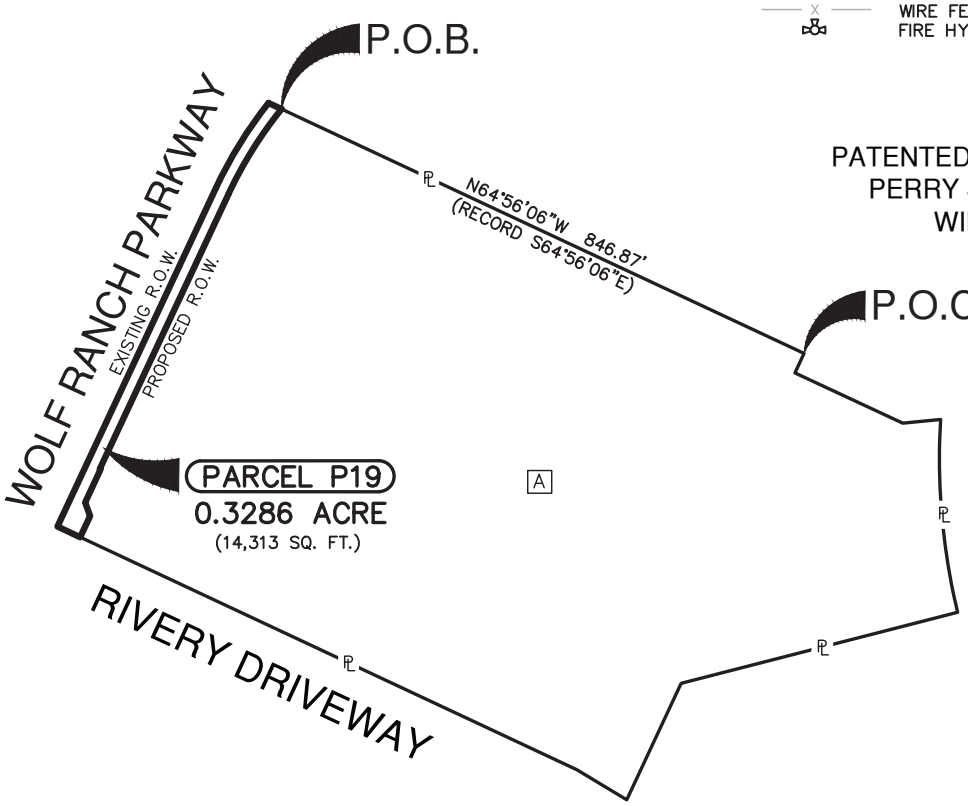
NOTES:

1) 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE SURFACE VALUES IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00004 APPLIED.
3) ABSTRACTING COMPLETED IN MAY 2025.
4) FIELD SURVEY COMPLETED BETWEEN MAY, 2025 AND JULY, 2025
5) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

LEGEND:

CAB	CABINET
DOC.	DOCUMENT
FD	FOUND
INST.	INSTRUMENT
IR	IRON ROD
N.T.S.	NOT TO SCALE
O.P.R.W.Co.TX.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
O.R.W.Co.TX.	OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT-OF-WAY
SLD	SLIDE
SQ. FT.	SQUARE FEET
( )	RECORD INFORMATION FROM DEED OR PLAT
●	FOUND 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" (UNLESS NOTED OTHERWISE).
○	SET 5/8" IRON ROD WITH YELLOW PAPE-DAWSON CAP
———	PARCEL BOUNDARY LINE
——℄——	ADJACENT PROPERTY LINE
— — —	RECORD R.O.W. PARCEL LINE
——x——	WIRE FENCE
	FIRE HYDRANT

N.T.S.



JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH THE ORVILL PERRY SURVEY No. 1, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

CITY OF GEORGETOWN

A LOT 2
CALLED 16.190 ACRES
BLOCK B
THE RIVERY PHASE ONE
CABINET X, SLIDE 193-196
INST. 2003040368
O.P.R.W.Co.TX.

WARRANTY DEED
TRACT 1
LOT 2, BLOCK B
HOME DEPOT U.S.A., INC.
a Delaware corporation
TO
HD DEVELOPMENT PROPERTIES, L.P.
a Georgia limited partnership
SEPTEMBER 20, 2004
INST. 2004076785
O.P.R.W.Co.TX.

STATE OF TEXAS
REGISTERED
ALAN J HORTON
5768
PROFESSIONAL
LAND SURVEYOR

07/30/2025

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLD 3, STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

REV. NO.	DATE	DESCRIPTION	BY

WILLIAMSON COUNTY, TEXAS

PARCEL NO.	DEED ACREAGE	ACQUIRED ACRES (SQ.FT.)	ABSTRACT	ACRES (SQ.FT.) IN ORIGINAL SURVEY	REMAINDER
P19	16.190	0.3286 (14,313)	498	N/A	15.861 RT

PARCEL PLAT SHOWING
PARCEL P19

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JULY 2025			WOLF RANCH PARKWAY
DIST.	SCALE		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	N.T.S.					3 OF 7

REFERENCE:

Date: Jul 30, 2025, 7:53am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_15796\Parcel P19.dwg

REFERENCES:

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. No. GT2503759
Texan Title Insurance Company
Date Effective: July 15, 2025
Date Issued: July 22, 2025

10. The following matters and all terms of the documents creating or offering evidence of the matters.

a. NOT A SURVEY MATTER
b. SUBJECT TO
c. SUBJECT TO
d. SUBJECT TO
e. SUBJECT TO AS SHOWN
f. SUBJECT TO AS SHOWN
g. SUBJECT TO AS SHOWN
h. SUBJECT TO – SEE THIS PAGE
i. NOT A SURVEY MATTER
j. NOT A SURVEY MATTER
k. NOT A SURVEY MATTER
l. NOT A SURVEY MATTER
m. NOT A SURVEY MATTER
n. MAY BE SUBJECT TO
o. TERMS, CONDITIONS & PROVISIONS MAY APPLY
p. NOT A SURVEY MATTER

CITY OF GEORGETOWN AVIGATION EASEMENT

a. GRANTS FOR THE USE AND BENEFIT OF THE PUBLIC A CONTINUING EASEMENT AND RIGHT OF FLIGHT FOR THE PASSAGE OF AIRCRAFT IN THE AIR SPACE ABOVE THE SURFACE OF THE LAND OVER WHICH THIS EASEMENT IS OBTAINED, TOGETHER WITH THE RIGHT TO CAUSE IN SAID AIR SPACE SUCH NOISE AS MAY NE INHERENT IN THE OPERATION OF AIRCRAFT, NOW KNOWN OR HEREAFTER USED FOR NAVIGATION OF OR FLIGHT IN THE AIRSPACE USING SAID AIR SPACE FOR LANDING AT, TAKING OFF FROM OR OPERATION ON THE GEORGETOWN MUNICIPAL AIRPORT; AND

b. WILL LIMIT THE HEIGHT OF ANY STRUCTURE TO NO MORE THAN THE APPROACH SLOPE OR THE TRANSITION SLOPE ELEVATION OF THE GEORGETOWN AIRPORT AS INDICATED ON THE PLAT. THE MAXIMUM HEIGHT OF ANY STRUCTURE SHALL BE THE DIFFERENCE BETWEEN THE GROUND ELEVATION AND THE AVIGATION ELEVATION FOR ANY PARTICULAR LOCATION.

c. THE SUBDIVISION IS LOCATED BENEATH THE HORIZONTAL ZONE LEVATION OF 150 FEET ABOVE AIRPORT ELEVATION, OR 937.00 FEET ABOVE MEAN SEA LEVEL.

d. THE MAXIMUM HEIGHT OF ANY STRUCTURE LOCATED IN THE EASEMENT IS {REFER TO CHAPTER 12.36 FOR THE GEORGETOWN MUNICIPAL CODE TO DETERMINE THIS.}

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLD 3, STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

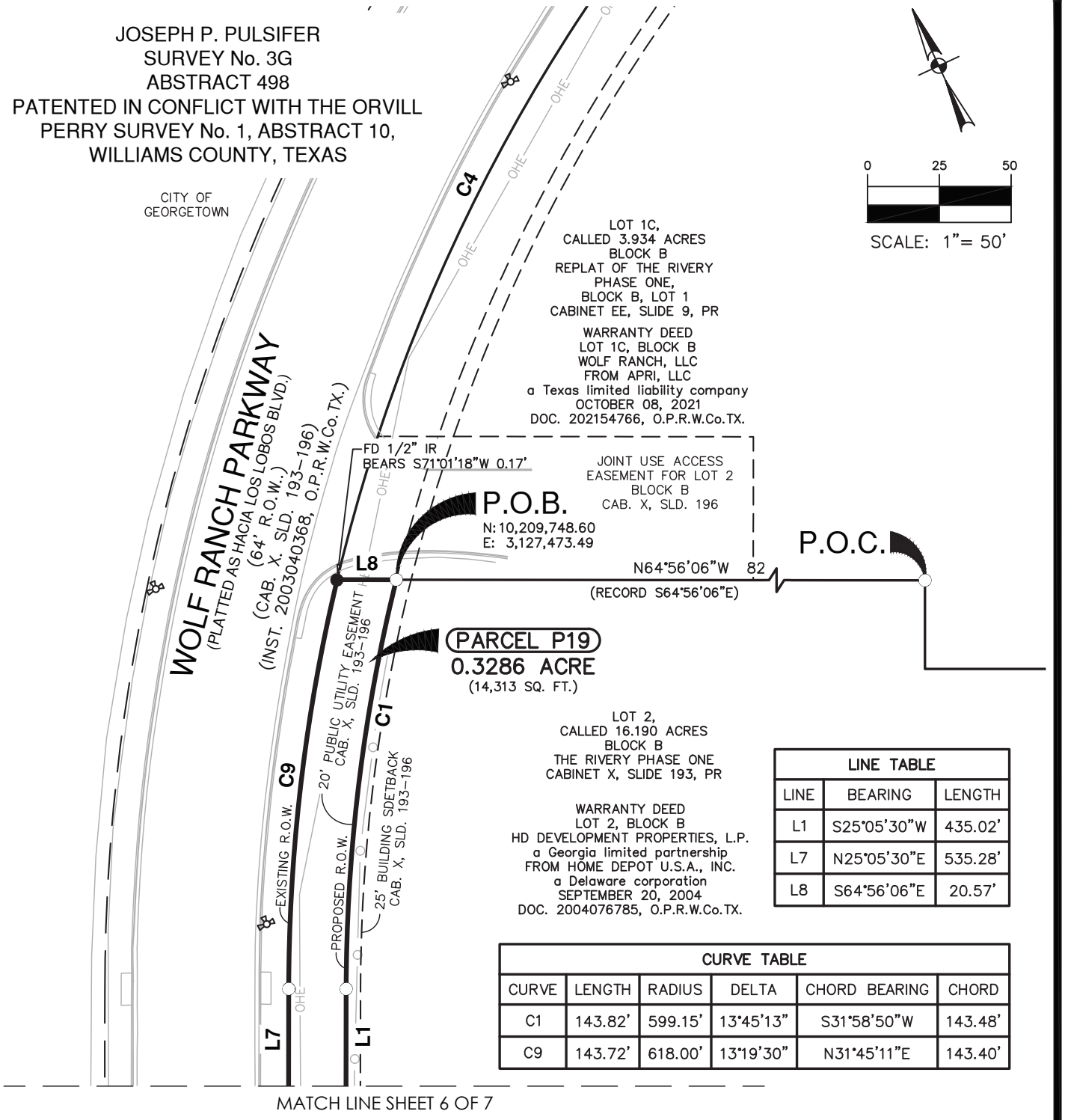
PARCEL PLAT SHOWING
PARCEL P19

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JULY 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
						4 OF 7

REFERENCE:

Date: Jul 30, 2025, 7:53am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_15796\Parcel P19.dwg

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH THE ORVILL
PERRY SURVEY No. 1, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS



LINE TABLE		
LINE	BEARING	LENGTH
L1	S25°05'30"W	435.02'
L7	N25°05'30"E	535.28'
L8	S64°56'06"E	20.57'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	143.82'	599.15'	13°45'13"	S31°58'50"W	143.48'
C9	143.72'	618.00'	13°19'30"	N31°45'11"E	143.40'

MATCH LINE SHEET 6 OF 7

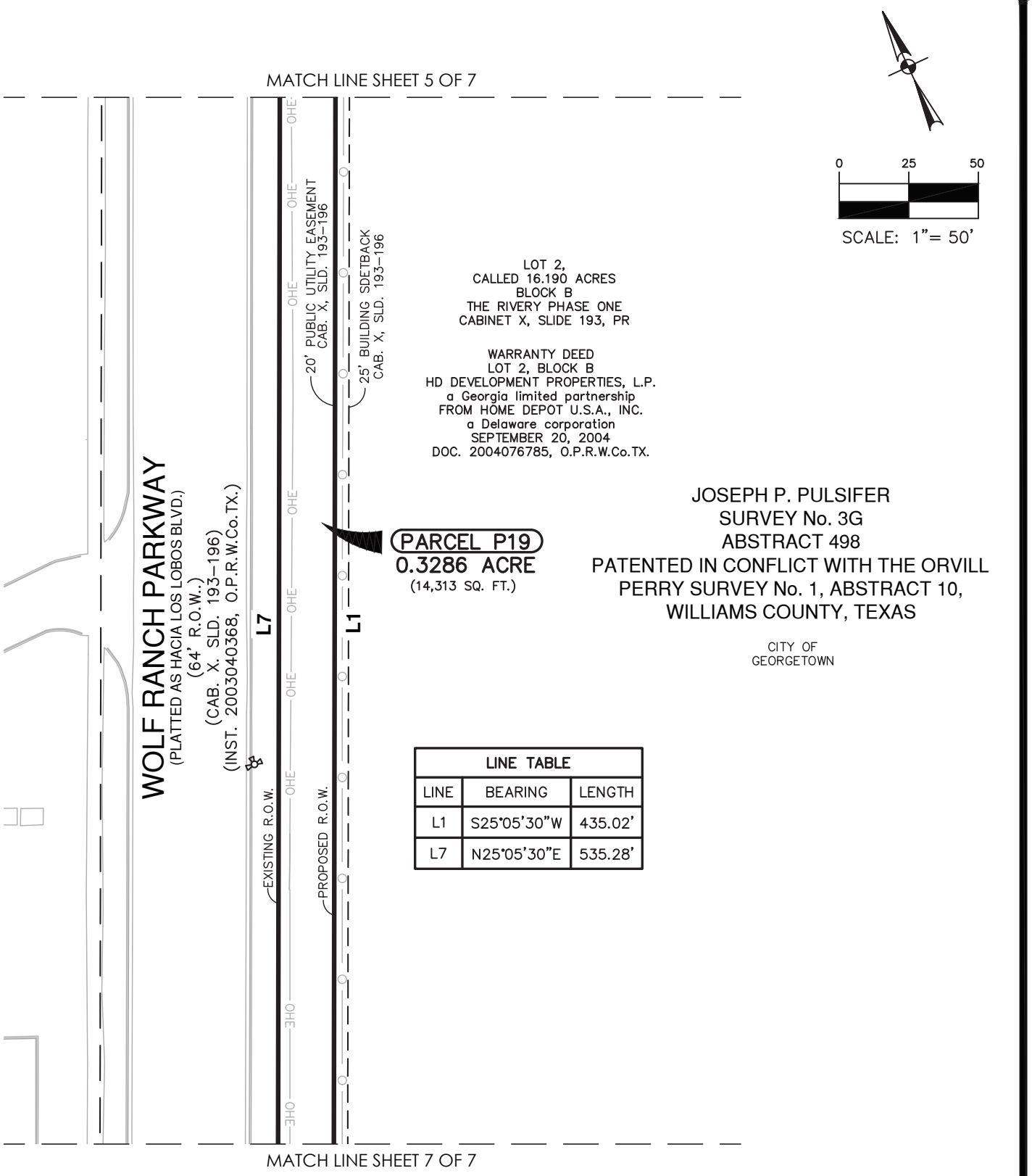
PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLD 3, STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P19

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JULY 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					5 OF 7

Date: Jul 30, 2025, 7:53am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_15796\Parcel P19.dwg

REFERENCE:



LINE TABLE		
LINE	BEARING	LENGTH
L1	S25°05'30"W	435.02'
L7	N25°05'30"E	535.28'

PAPE-DAWSON ENGINEERS

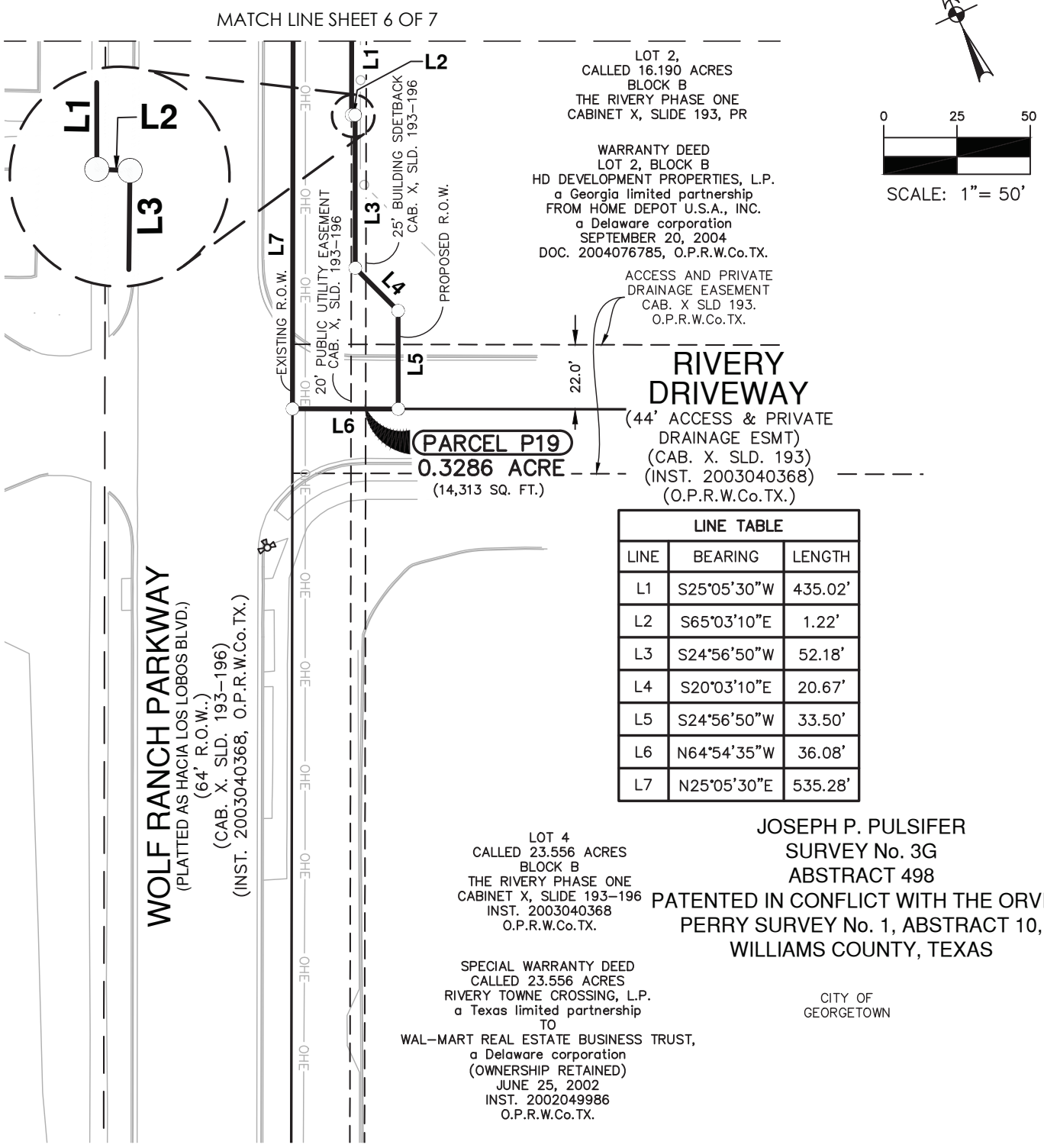
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLD 3, STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P19

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JULY 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					6 OF 7

Date: Jul 30, 2025, 7:53am User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_15796\Parcel P19.dwg

REFERENCE:



LINE TABLE		
LINE	BEARING	LENGTH
L1	S25°05'30"W	435.02'
L2	S65°03'10"E	1.22'
L3	S24°56'50"W	52.18'
L4	S20°03'10"E	20.67'
L5	S24°56'50"W	33.50'
L6	N64°54'35"W	36.08'
L7	N25°05'30"E	535.28'

LOT 4
CALLED 23.556 ACRES
BLOCK B
THE RIVERY PHASE ONE
CABINET X, SLIDE 193-196
INST. 2003040368
O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED
CALLED 23.556 ACRES
RIVERY TOWNE CROSSING, L.P.
a Texas limited partnership
TO
WAL-MART REAL ESTATE BUSINESS TRUST,
a Delaware corporation
(OWNERSHIP RETAINED)
JUNE 25, 2002
INST. 2002049986
O.P.R.W.Co.TX.

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH THE ORVILL
PERRY SURVEY No. 1, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

CITY OF
GEORGETOWN

PARCEL PLAT SHOWING
PARCEL P19

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JULY 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					7 OF 7

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLD 3, STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

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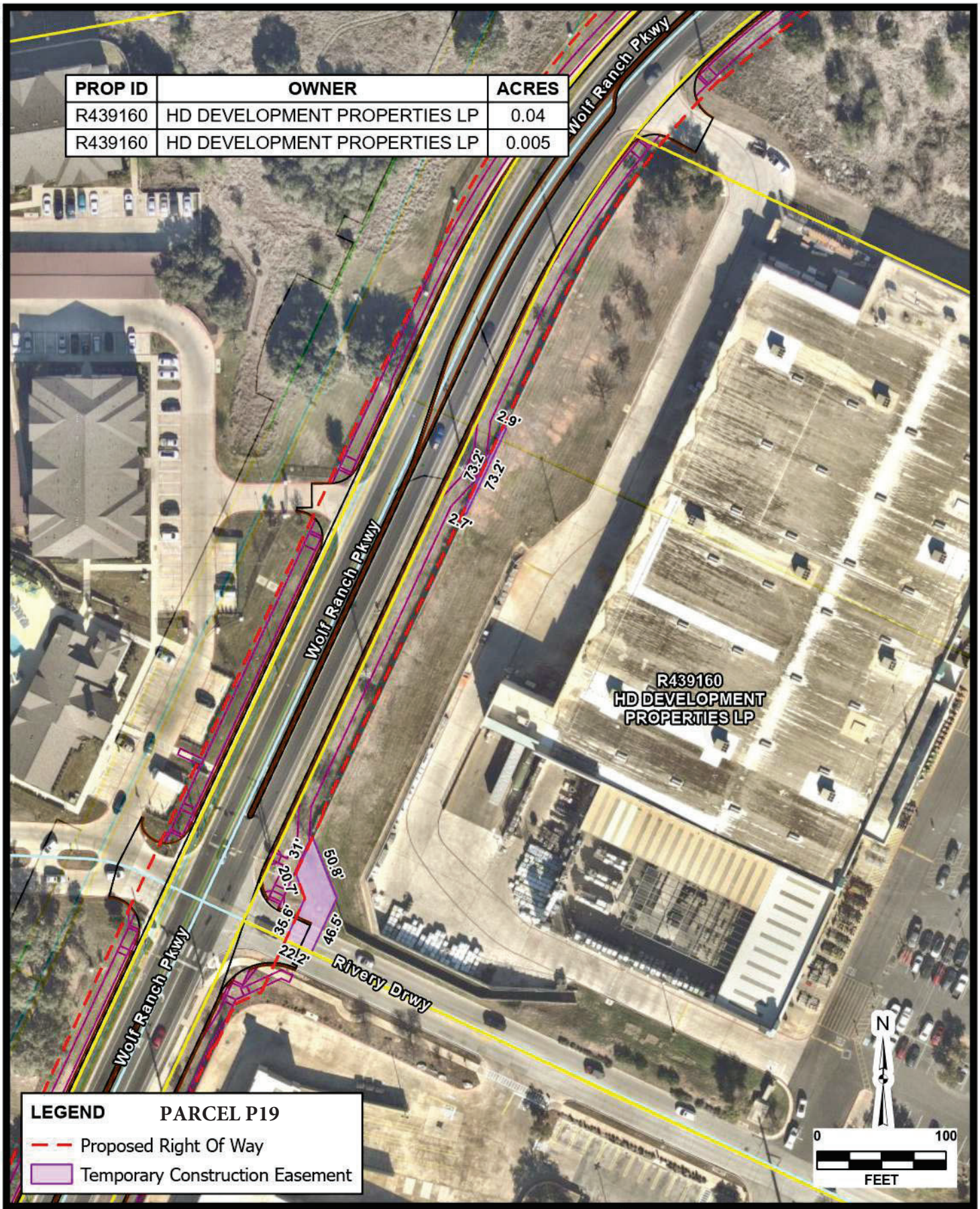

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Date: Mar 29, 2026 5:17 PM User: shaster
File: H:\Projects\51423\04\GIS\ROW_Easement_Acquisition.aprx Layout: HD DEVELOPMENT PROPERTIES LP Map: Layers Map Frame

JOB NO.	51423-04
DATE	Mar 2026
DESIGNER	JS
CHECKED	BC
DRAWN	EH
SHEET	1.0

HD DEVELOPMENT PROPERTIES LP

GEORGETOWN, TEXAS

EASEMENT ACQUISITION EXHIBIT

PAPE-DAWSON
6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT "A"

County: Williamson
Roadway: Wolf Ranch Parkway
Project Limits: Memorial Dr. – C.R. 265 to Rivery Blvd.

PROPERTY DESCRIPTION FOR PARCEL P20

0.1682 OF AN ACRE (7,327 SQUARE FEET) TRACT OF LAND OUT OF LOT 1C, A CALLED 3.934 ACRES IN BLOCK B, REPLAT OF THE RIVERY PHASE ONE, A SUBDIVISION IN THE CITY OF GEORGETOWN RECORDED IN CABINET EE, SLIDE 9, SAME BEING INSTRUMENT NUMBERS, (INST.) 2007095672 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.Co.TX.), SAID LOT 1C BEING DESCRIBED IN A SPECIAL WARRANTY DEED AS TRACT 1, FROM APRI, LLC, A TEXAS LIMITED LIABILITY COMPANY, TO WOLF RANCH, LLC, EXECUTED OCTOBER 08, 2021, RECORDED IN INST. 2021154766, O.P.R.W.Co.TX., SAID 0.1682 OF AN ACRE BEING IN THE JOSEPH P. PULSIFER SURVEY No. 3G, ABSTRACT No. 498, PATENTED IN CONFLICT WITH THE ORVILL PERRY SURVEY No. 1, ABSTRACT 10, WILLIAMSON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a calculated point for an interior corner on the north line of Lot 1C, being a west corner of Lot 6, Block B, of The Rivery Phase One, Subdivision, recorded in Cabinet X, Slide 193-196, same being Inst. 2003040368, O.P.R.W.Co.TX., from which a 1/2 inch iron rod bears, South 21º51'02 East a distance of 0.22 feet;

THENCE, North 30º18'59" West, (Record South 30º18'59" East), along and with the north line of Lot 1C, being a west line of Lot 6, a distance of 85.38 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" on the curving proposed south Right-Of-Way, (R.O.W), line of Wolf Ranch Parkway, for the westernmost corner and POINT OF BEGINNING of the herein described Parcel P20, said point having surface coordinates of N 10,209,937.47, and E 3,127,740.74;

THENCE, traversing over, across, and through Lot 1C, along and with the proposed south R.O.W. line of Wolf Ranch Parkway, the following Four (4) courses and distances:

(1) 21.92' feet along the arc of a curve to the left, having a radius of 598.00 feet, a delta angle of 2°06'01", a chord bearing of South 69º32'50" West, a distance of 21.92 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a Point of Compound Curvature (P.C.C.), for another curve to the left

(2) 237.63 feet along the arc of said curve to the left, having a radius of 794.91 feet, a delta angle of 17°07'40", a chord bearing of South 56º46'34" West, a distance of 236.75 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a Point of Tangency (P.T.);

(3) North 41º47'16" West, a distance of 1.37' to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for a P.C., for a curve to the left

EXHIBIT "A"

(4) 71.03' feet along the arc of said curve to the left, having a radius of 598.00 feet, a delta angle of 6°48'19", a chord bearing of South 42º16'24" West, a distance of 70.99 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", on the westernmost south line of Lot 1C, being the north line of Lot 2, Block B, The River Phase One Subdivision;

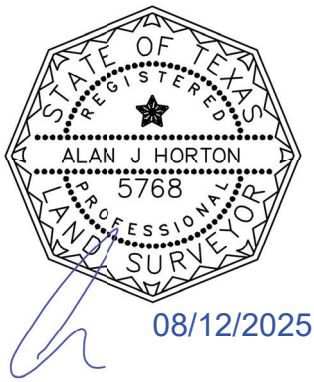
THENCE, North 64º56'06" West, along and with the south line of Lot 1C, being the north line of Lot 2, a distance of 20.57 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" on the curving existing south R.O.W. line Wolf Ranch Parkway, (Variable Width R.O.W. platted at Hacia Los Lobos Boulevard) as established in Cabinet X, Slide 193-196, same being Inst. 2003040368, O.P.R.W.Co.TX., and for the southwest corner of Lot 1C, being the northwest corner of Lot 2,

THENCE, 343.51 feet along and with the arc of a curve to the right on the existing south R.O.W. line of Wolf Ranch Parkway, being the west line of Lot 1C, having a radius of 624.60 feet, a delta angle of 31°30'40", a chord bearing of North 54º20'38" East, a distance of 339.20 feet to set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", for the northernmost corner of Lot 1C, being the northwest corner of Lot 6;

THENCE, South 30º18'59"East, along and with a north line of Lot 1C, being a west line of Lot 6, a distance of 20.36 feet to the POINT OF BEGINNING and containing 0.1682 of an acre (7,327 square feet) in the City of Georgetown, Williamson County, Texas.

All bearings and coordinates are based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00004.

Note: A parcel plat of even date was prepared in conjunction with this property description.



PREPARED BY: Pape-Dawson Engineers, Texas Surveying Firm #10028800
10801 N. MoPac Expressway, Bldg. 3, Suite 200, Austin, Texas, 78759
(512) 454-8711
DATE: August 12, 2025
JOB NO. 51423-04
DOC. ID. H:\Survey\CIVIL\51423-04\dwg\Parcels\Legal Descriptions\Parcel P20 M&B.docx

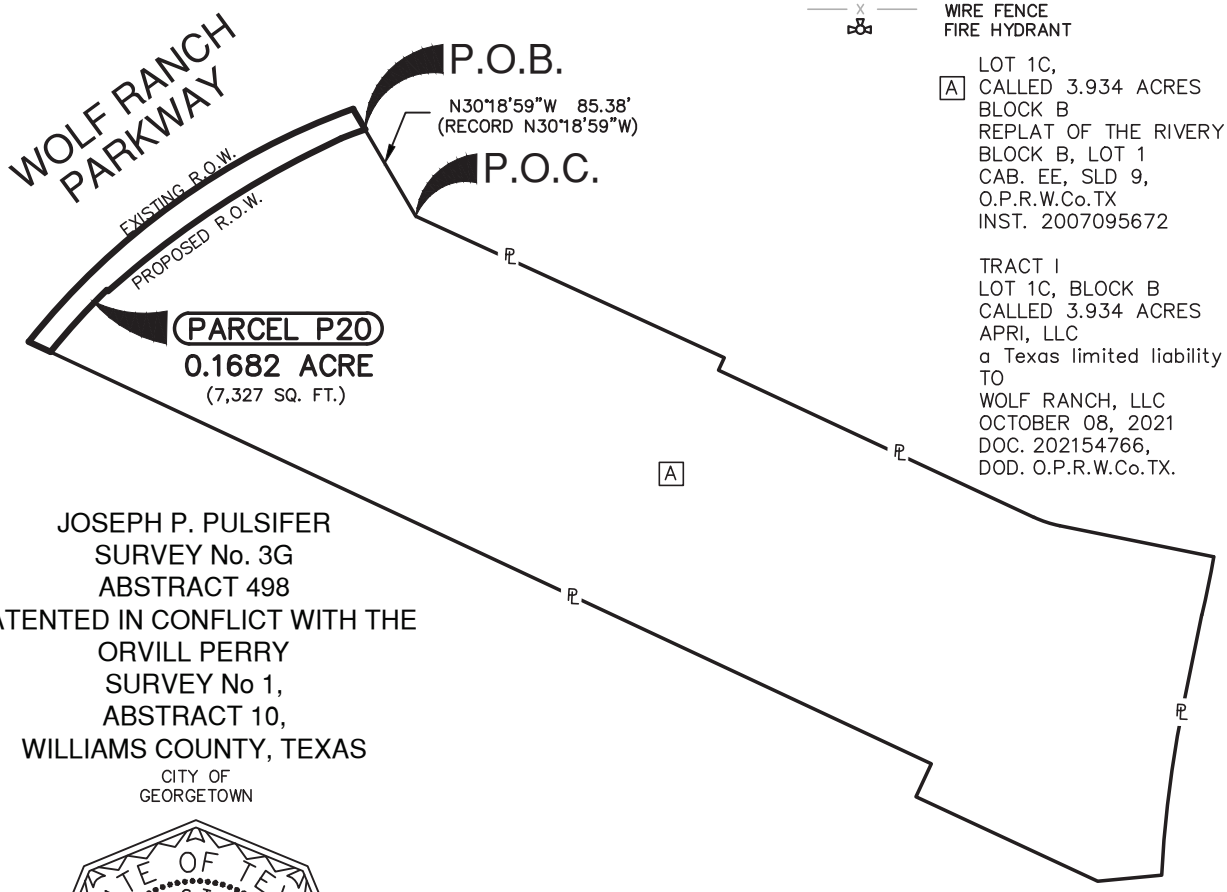
NOTES:

1) 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE SURFACE VALUES IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00004 APPLIED.
3) ABSTRACTING COMPLETED IN MAY 2025.
4) FIELD SURVEY COMPLETED BETWEEN MAY, 2025 AND JULY, 2025
5) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

LEGEND:

CAB	CABINET
DOC.	DOCUMENT
FD	FOUND
INST.	INSTRUMENT
IR	IRON ROD
N.T.S.	NOT TO SCALE
O.P.R.W.Co.TX.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
O.R.W.Co.TX.	OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT-OF-WAY
SLD	SLIDE
SQ. FT.	SQUARE FEET
( )	RECORD INFORMATION FROM DEED OR PLAT
●	FOUND 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" (UNLESS NOTED OTHERWISE).
○	SET 5/8" IRON ROD WITH YELLOW PAPE-DAWSON CAP
	PARCEL BOUNDARY LINE
℄	ADJACENT PROPERTY LINE
	RECORD R.O.W. PARCEL LINE
x	WIRE FENCE
	FIRE HYDRANT

N.T.S.



A — LOT 1C,
CALLED 3.934 ACRES
BLOCK B
REPLAT OF THE RIVERY PHASE ONE,
BLOCK B, LOT 1
CAB. EE, SLD 9,
O.P.R.W.Co.TX
INST. 2007095672

TRACT I
LOT 1C, BLOCK B
CALLED 3.934 ACRES
APRI, LLC
a Texas limited liability company
TO
WOLF RANCH, LLC
OCTOBER 08, 2021
DOC. 202154766,
DOD. O.P.R.W.Co.TX.

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH THE
ORVILL PERRY
SURVEY No 1,
ABSTRACT 10,
WILLIAMS COUNTY, TEXAS
CITY OF
GEORGETOWN

STATE OF TEXAS
REGISTERED
ALAN J HORTON
5768
PROFESSIONAL
LAND SURVEYOR

08/12/2025

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

REV. NO.	DATE	DESCRIPTION	BY

WILLIAMSON COUNTY, TEXAS

PARCEL NO.	DEED ACREAGE	ACQUIRED ACRES (SQ.FT.)	ABSTRACT	ACRES (SQ.FT.) IN ORIGINAL SURVEY	REMAINDER
P20	3.934	0.1682 (7,327)	498	N/A	3.766 RT

PARCEL PLAT SHOWING
PARCEL P20

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	N.T.S.					3 OF 6

Date: Aug 12, 2025, 10:46am User ID: davidscott
File: H:\Survey\CIVIL\51423-04\dwg\Parcels\Parcel P20.dwg

REFERENCE:

REFERENCES:

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. No. GT2503760
Texan Title Insurance Company
Date Effective: July 16, 2025
Date Issued: July 24, 2025

10. The following matters and all terms of the documents creating or offering evidence of the matters.

a. SUBJECT TO
b. SUBJECT TO
c. SUBJECT TO
d. SUBJECT TO
e. NOT A SURVEY MATTER
f. NOT A SURVEY MATTER
g. NOT A SURVEY MATTER
h. SUBJECT TO AS SHOWN
i. SUBJECT TO AS SHOWN
j. SUBJECT TO AS SHOWN
k. SUBJECT TO AS SHOWN
l. NOT SUBJECT TO
m. NOT SUBJECT TO
n. NOT SUBJECT TO
o. TERMS, CONDITIONS & STIPULATIONS MAY APPLY
p. TERMS, CONDITIONS & STIPULATIONS MAY APPLY
q. TERMS, CONDITIONS & STIPULATIONS MAY APPLY
r. TERMS, CONDITIONS & STIPULATIONS MAY APPLY
s. TERMS, CONDITIONS & STIPULATIONS MAY APPLY
t. TERMS, CONDITIONS & STIPULATIONS MAY APPLY
u. TERMS, CONDITIONS & STIPULATIONS MAY APPLY
v. TERMS, CONDITIONS & STIPULATIONS MAY APPLY
w. NOT A SURVEY MATTER
x. NOT A SURVEY MATTER
y. TERMS, CONDITIONS & STIPULATIONS MAY APPLY
z. TERMS, CONDITIONS & STIPULATIONS MAY APPLY
aa. NOT A SURVEY ISSUE

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P20

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
						4 OF 6

Date: Aug 12, 2025, 9:30am User ID: dcaballero
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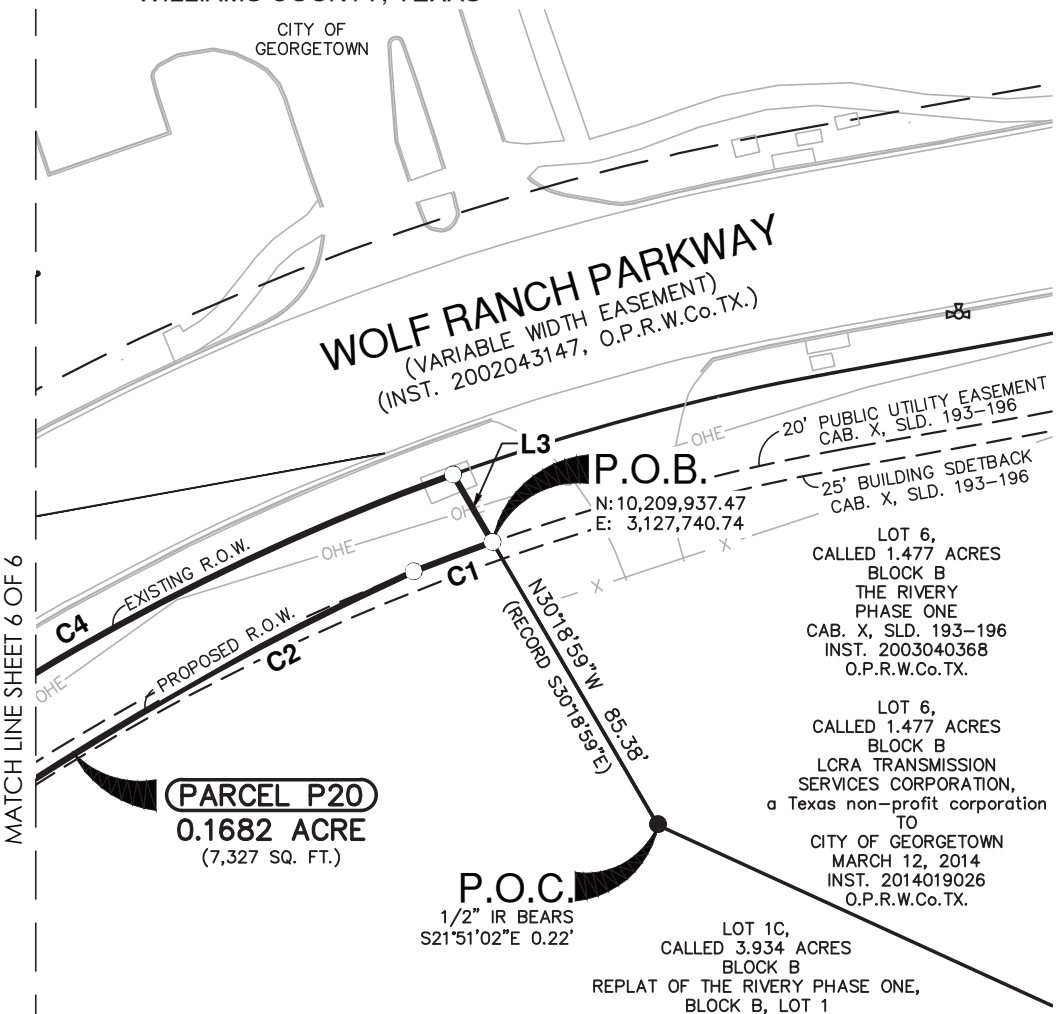
REFERENCE:

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH THE
ORVILL PERRY
SURVEY No 1, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS



0 25 50
SCALE: 1"= 50'

LINE TABLE		
LINE	BEARING	LENGTH
L3	S30°18'59"E	20.36'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	21.92'	598.00'	2°06'01"	S69°34'50"W	21.92'
C2	237.63'	794.91'	17°07'40"	S56°46'34"W	236.75'
C4	343.51'	624.60'	31°30'40"	N54°20'38"E	339.20'

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P20

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					5 OF 6

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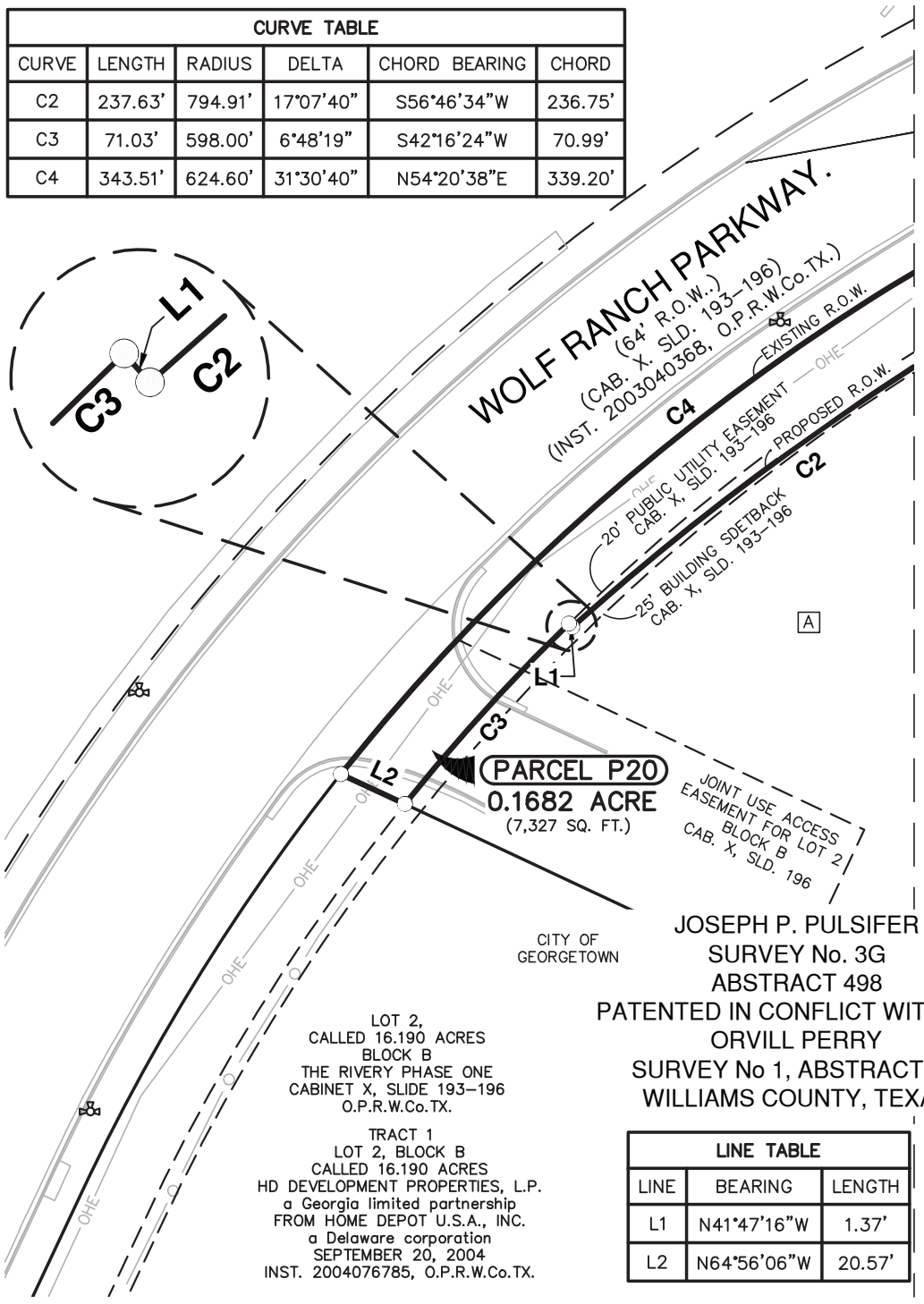
REFERENCE:



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C2	237.63'	794.91'	17°07'40"	S56°46'34"W	236.75'
C3	71.03'	598.00'	6°48'19"	S42°16'24"W	70.99'
C4	343.51'	624.60'	31°30'40"	N54°20'38"E	339.20'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N41°47'16"W	1.37'
L2	N64°56'06"W	20.57'

A
LOT 1C,
CALLED 3.934 ACRES
BLOCK B
REPLAT OF THE RIVERY PHASE ONE,
BLOCK B, LOT 1
CABINET EE, SLIDE 9,
O.P.R.W.Co.TX.
TRACT I
LOT 1C, BLOCK B
CALLED 3.934 ACRES
WOLF RANCH, LLC
FROM APRI, LLC
a Texas limited liability company
OCTOBER 08, 2021
INST. 2021154766,
O.P.R.W.Co.TX.

LOT 2,
CALLED 16.190 ACRES
BLOCK B
THE RIVERY PHASE ONE
CABINET X, SLIDE 193–196
O.P.R.W.Co.TX.

TRACT 1
LOT 2, BLOCK B
CALLED 16.190 ACRES
HD DEVELOPMENT PROPERTIES, L.P.
a Georgia limited partnership
FROM HOME DEPOT U.S.A., INC.
a Delaware corporation
SEPTEMBER 20, 2004
INST. 2004076785, O.P.R.W.Co.TX.

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH THE
ORVILL PERRY
SURVEY No 1, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

PARCEL PLAT SHOWING
PARCEL P20

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					6 OF 6

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

Date: Aug 12, 2025, 10:47am User ID: davidcott
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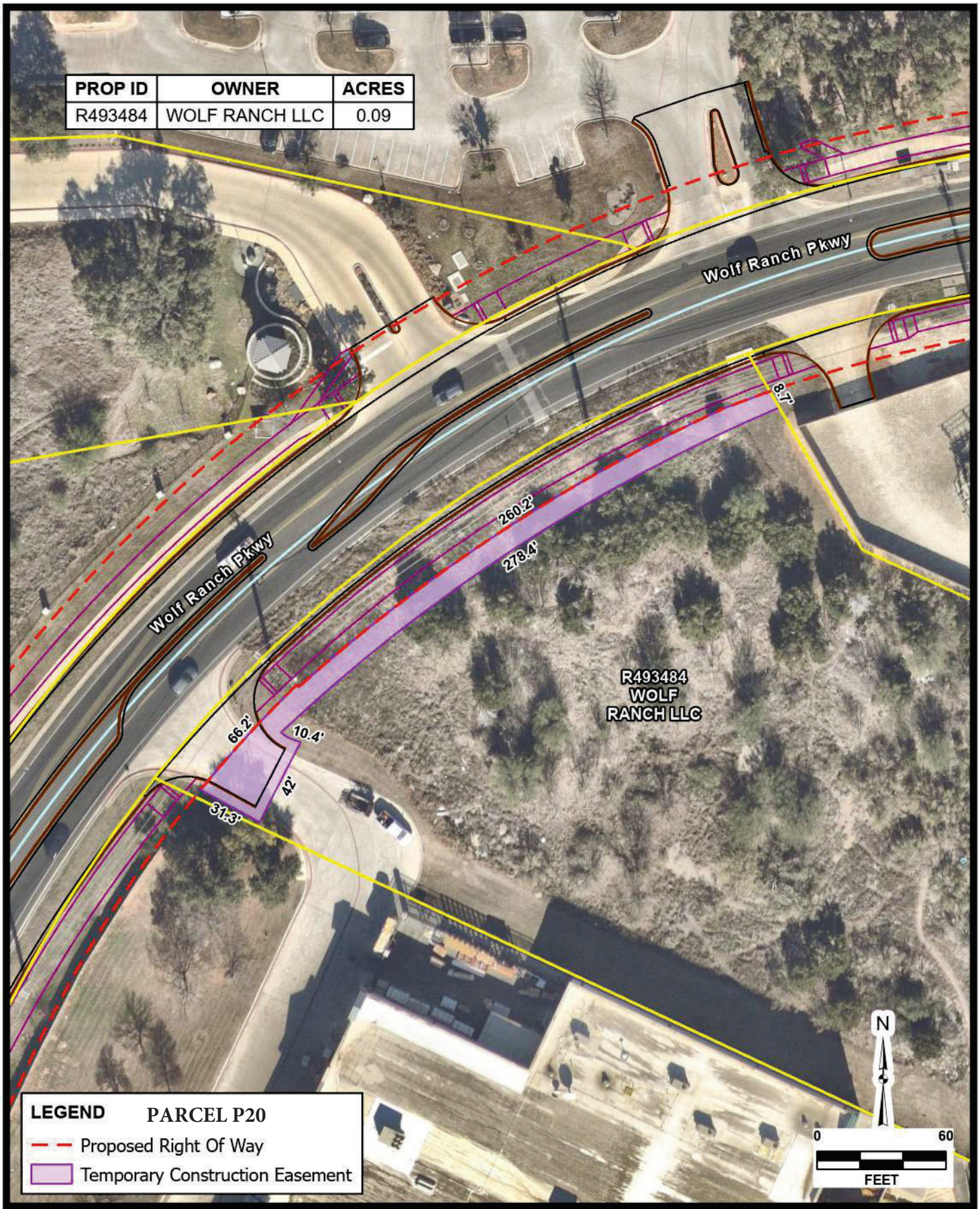

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Date: Mar 29, 2026 6:36 PM User: ahaster
File: H:\Projects\51423\04GIS\ROW_Easement_Acquisition.aprx Layout: WOLF RANCH LLC Map: Layers Map Frame

JOB NO.	51423-04
DATE	Mar 2026
DESIGNER	JS
CHECKED	BC
DRAWN	EH
SHEET	1.0

WOLF RANCH LLC

GEORGETOWN, TEXAS

EASEMENT ACQUISITION EXHIBIT

PAPE-DAWSON
6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT "A"

County: Williamson
Roadway: Wolf Ranch Parkway
Project Limits: Memorial Dr./C.R. 265 to Rivery Blvd.

PROPERTY DESCRIPTION FOR PARCEL P21

0.0727 OF AN ACRE (3,167 SQUARE FEET) TRACT OF LAND OUT OF LOT 6, A CALLED 17.569 ACRES, IN BLOCK B, AMENDING PLAT OF BLOCK "B" OF SUBDIVISION PLAT OF THE RIVERY PARK II, A SUBDIVISION OF RECORD IN THE CITY OF GEORGETOWN AND BEING RECORDED IN CABINET, (CAB.), BB, SLIDE(S), (SLD.), 72-75, SAME BEING INSTRUMENT NUMBER, (INST.), 2005098021, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.Co.TX.), SAID LOT 6 BEING DESCRIBED IN A GENERAL WARRANTY DEED FROM RP GEORGETOWN DEVELOPMENT CO., LLC, A TEXAS LIMITED LIABILITY COMPANY, TO THE SUMMIT II AT RIVERY PARK LTD., A TEXAS LIMITED PARTNERSHIP, EXECUTED AUGUST 14, 2015, RECORDED IN INST. 2015071920, O.P.R.W.Co.TX., SAID 0.0727 OF AN ACRE BEING IN THE NICHOLAS PORTER SURVEY, ABSTACT No. 497, PATENTED IN CONFLICT WITH THE ORVILLE PERRY SURVEY, ABSTRACT No. 10, WILLIAMSON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a Point-of-Intersection, (P.I.), corner on the northern line of Lot 6, being an interior corner on the south line of Lot 5A, Block B, Resubdivision Plat of Lot 5, Block B, Amended Plat of Block "B" of Subdivision Plat of Rivery Park II, recorded in Inst. 2023010245, O.P.R.W.Co.TX;

THENCE South 77º39'34" East, (Record South 77º41'19" East), along and with a north line of Lot 6, being the south line of Lot 5A, a distance of 207.13 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", on the proposed north Right-Of-Way, (R.O.W.), line of Wolf Ranch Parkway, being the northwest corner and POINT OF BEGINNING of the herein described Parcel P21, said point having surface coordinates of N 10,210,009.86, and E 3,127,643.03;

(1) THENCE, continuing South 77º39'34" East, along and with the north line of Lot 6, being the south line of Lot 5A, a distance of 33.90 feet to a calculated point, on the curving existing north R.O.W. line of Wolf Ranch Parkway (Variable Width R.O.W), as establish in Inst. 2002043147, O.P.R.W.Co.TX, for the easternmost corner of Lot 6, being the southernmost corner of Lot 5A, from which a found "X" cut in concrete sidewalk bears North 12º12'49" East, 0.39 feet;

EXHIBIT "A"

(2) THENCE, 149.63 feet along the arc of said curve to the left, being the existing north R.O.W. line of Wolf Ranch Parkway, same being the easternmost south line of Lot 6, having a radius of 682.01 feet, a delta angle of 12°34'13", a chord bearing of South 61º02'24" West, a distance of 149.33 feet to set Mag Nail with a Pape-Dawson washer, being the southeast corner of Lot 6 and the northeast corner of Lot 1, Block A, The Rivery Phase One, recorded in Inst. 2003040368, O.P.R.W.Co.TX;

(3) THENCE, South 79º47'37" West, along and with the south line of Lot 6, being the north line of Lot 1, a distance of 44.52 feet to set 5/8 inch iron rod with a yellow cap stamped "Pape-Dawson", on the curving proposed north R.O.W. line of Wolf Ranch Parkway;

(4) THENCE, traversing over, across, and through Lot 6, 166.60 feet along the arc of said curve to the right, being the proposed north R.O.W. line of Wolf Ranch Parkway, having a radius of 702.01 feet, a delta angle of 13°35'51", a chord bearing of North 58º15'36" East, a distance of 166.21 feet to the POINT OF BEGINNING and containing 0.0727 of an acre (3,167 square feet) in the City of Georgetown, Williamson County, Texas.

All bearings and coordinates are based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00004.

Note: A parcel plat of even date was prepared in conjunction with this property description.



PREPARED BY: Pape-Dawson Engineers, Texas Surveying Firm #10028800
10801 N. MoPac Expressway, Bldg. 3, Suite 200, Austin, Texas, 78759
(512) 454-8711
DATE: June 30, 2025
JOB NO. 51423-04
DOC. ID. H:\Survey\CIVIL\51423-04\dwg\Parcels\Legal Descriptions\Parcel P21 M&B.docx

NOTES:

1) 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE SURFACE VALUES IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00004 APPLIED.
3) ABSTRACTING COMPLETED IN _____ 2025.
4) FIELD SURVEY COMPLETED BETWEEN APRIL 29, 2025 AND MAY 01, 2025
5) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

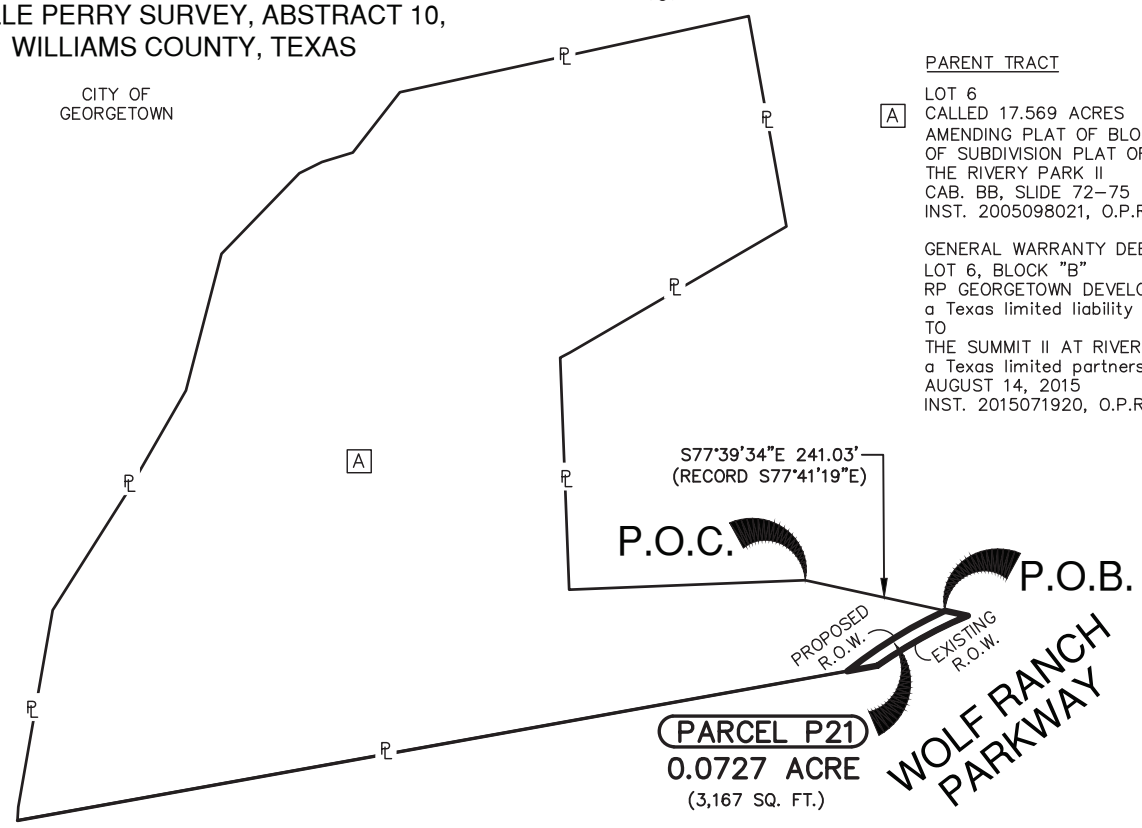
LEGEND:

DOC.	DOCUMENT
INST.	INSTRUMENT
N.T.S.	NOT TO SCALE
O.P.R.W.Co.TX.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
( )	RECORD INFORMATION FROM DEED OR PLAT
●	FOUND 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" (UNLESS NOTED OTHERWISE).
○	SET 5/8" IRON ROD WITH YELLOW PAPE-DAWSON CAP
△	SET MAG NAIL PAPE-DAWSON WASHER
———	PARCEL BOUNDARY LINE
——℄——	ADJACENT PROPERTY LINE
— – – —	RECORD R.O.W. PARCEL LINE
	FIRE HYDRANT

N.T.S.

NICHOLAS PORTER SURVEY,
ABSTRACT 497,
PATTENED IN CONFLICT WITH THE
ORVILLE PERRY SURVEY, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

CITY OF
GEORGETOWN



PARENT TRACT

A
LOT 6
CALLED 17.569 ACRES
AMENDING PLAT OF BLOCK "B"
OF SUBDIVISION PLAT OF
THE RIVERY PARK II
CAB. BB, SLIDE 72-75
INST. 2005098021, O.P.R.W.Co.TX.

GENERAL WARRANTY DEED
LOT 6, BLOCK "B"
RP GEORGETOWN DEVELOPMENT CO., LLC,
a Texas limited liability company
TO
THE SUMMIT II AT RIVERY PARK LTD.,
a Texas limited partnership
AUGUST 14, 2015
INST. 2015071920, O.P.R.W.Co.TX.

STATE OF TEXAS
REGISTERED
ALAN J HORTON
5768
PROFESSIONAL
LAND SURVEYOR

06/30/2025

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

REV. NO.	DATE	DESCRIPTION	BY

WILLIAMSON COUNTY, TEXAS

PARCEL NO.	DEED ACREAGE	ACQUIRED ACRES (SQ.FT.)	ABSTRACT	ACRES (SQ.FT.) IN ORIGINAL SURVEY	REMAINDER
P21	17.569	0.0727 (3,167)	498	N/A	17.496 LT

PARCEL PLAT SHOWING
PARCEL P21

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	N.T.S.					3 OF 5

Date: Jun 30, 2025, 12:05pm User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_1840\Parcel P21.dwg

REFERENCE:

REFERENCES:

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. No. GT2503761
Texan Title Insurance Company
Date Effective: June 17, 2025
Date Issued: June 27, 2025

10. The following matters and all terms of the documents creating or offering evidence of the matters.

a. DOES NOT AFFECT
b. SUBJECT TO (SEE THIS SHEET)
c. DOES NOT AFFECT
d. DOES NOT AFFECT
e. NOT A SURVEY MATTER
f. SUBJECT TO AND SHOWN HEREON
g. DOES NOT AFFECT
h. TERMS, PROVISIONS AND CONDITIONS MAY APPLY
i. NOT A SURVEY MATTER
j. TERMS, PROVISIONS AND CONDITIONS MAY APPLY
k. MAY AFFECT
l. NOT A SURVEY MATTER
m. NOT A SURVEY MATTER
n. SUBJECT TO
o. SUBJECT TO
p. NOT A SURVEY MATTER
q. NOT A SURVEY MATTER
r. NOT A SURVEY MATTER
s. SUBJECT TO
t. SUBJECT TO
u. SUBJECT TO

CITY OF GEORGETOWN AVIGATION EASEMENT

a. GRANTS FOR THE USE AND BENEFIT OF THE PUBLIC A CONTINUING EASEMENT AND RIGHT OF FLIGHT FOR THE PASSAGE OF AIRCRAFT IN THE AIR SPACE ABOVE THE SURFACE OF THE LAND OVER WHICH THIS EASEMENT IS OBTAINED, TOGETHER WITH THE RIGHT TO CAUSE IN SAID AIR SPACE SUCH NOISE AS MAY NE INHERENT IN THE OPERATION OF AIRCRAFT, NOW KNOWN OR HEREAFTER USED FOR NAVIGATION OF OR FLIGHT IN THE AIRSPACE USING SAID AIR SPACE FOR LANDING AT, TAKING OFF FROM OR OPERATION ON THE GEORGETOWN MUNICIPAL AIRPORT; AND

b. WILL LIMIT THE HEIGHT OF ANY STRUCTURE TO NO MORE THAN THE APPROACH SLOPE OR THE TRANSITION SLOPE ELEVATION OF THE GEORGETOWN AIRPORT AS INDICATED ON THE PLAT. THE MAXIMUM HEIGHT OF ANY STRUCTURE SHALL BE THE DIFFERENCE BETWEEN THE GROUND ELEVATION AND THE AVIGATION ELEVATION FOR ANY PARTICULAR LOCATION.

c. THE SUBDIVISION IS LOCATED BENEATH THE HORIZONTAL ZONE LEVATION OF 150 FEET ABOVE AIRPORT ELEVATION, OR 937.00 FEET ABOVE MEAN SEA LEVEL.

d. THE MAXIMUM HEIGHT OF ANY STRUCTURE LOCATED IN THE EASEMENT IS {REFER TO CHAPTER 12.36 FOR THE GEORGETOWN MUNICIPAL CODE TO DETERMINE THIS.}

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P21

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					4 OF 5

REFERENCE:

Date: Jun 30, 2025, 12:05pm User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_1840\Parcel P21.dwg

LINE TABLE		
LINE	BEARING	LENGTH
L1	S77°39'34"E	33.90'
L2	S79°47'37"W	44.52'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	149.63'	682.01'	12°34'13"	S61°02'24"W	149.33'
C2	166.60'	702.01'	13°35'51"	N58°15'36"E	166.21'

0 25 50

SCALE: 1"= 50'

NICHOLAS PORTER SURVEY,
ABSTRACT 497,
PATTENED IN CONFLICT WITH THE
ORVILLE PERRY SURVEY, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

CITY OF
GEORGETOWN

LOT 5A
CALLED 448,985 SQ. FT.
(10.31 ACRES)
BLOCK B
RESUBDIVISION PLAT OF LOT 5, BLOCK B
AMENDED PLAT OF BLOCK "B" OF
SUBDIVISION PLAT OF RIVERY PARK II
INST. 2023010245
O.P.R.W.Co.TX.

TRACT 1
LOT 5, BLOCK "B"
THE RIVERY PARK II
DENMISS LLC,
a Delaware limited liability company
and
GEORGETOWN CITY LIMITS LLC,
a Delaware limited liability company
TO
STRATEGIC ENTERTAINMENT GROUP,
a Texas joint venture
JANUARY 13, 2022
INST. 2022006421
O.P.R.W.Co.TX.

P.O.C.

P.O.B.
N:10,210,009.86
E: 3,127,643.03

FOUND
"X CUT
IN CONCRETE
SIDEWALK
BEARS"
N12°12'49"E
0.39'

S77°39'34"E 207.13'
(RECORD S77°41'19"E)

L1

LOT 6
CALLED 17.569 ACRES
BLOCK B
AMENDING PLAT OF
BLOCK "B"
OF
SUBDIVISION PLAT OF
THE RIVERY PARK II
CABINET BB, SLIDE 72–75
INST. 2005098021
O.P.R.W.Co.TX.

GENERAL WARRANTY DEED
LOT 6, BLOCK "B"
RP GEORGETOWN DEVELOPMENT CO., LLC,
a Texas limited liability company
TO
THE SUMMIT II AT RIVERY PARK LTD.,
a Texas limited partnership
AUGUST 14, 2015
INST. 2015071920
O.P.R.W.Co.TX.

PROPOSED R.O.W.

EXISTING R.O.W.

20' PUBLIC
UTILITY EASEMENT
DOC. No. 2002043146
O.P.R.W.Co.TX.

C2

C1

Parcel P21
0.0727 ACRE
(3,167 SQ. FT.)

L2

WOLF RANCH PARKWAY

A

B

OHE

LOT 1
CALLED 20.303 ACRES
BLOCK A
THE RIVERY PHASE ONE
CABINET X, SLIDE 193–196
INST. 2003040368
O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED
LOT 1, BLOCK A
THE RIVERY, PHASE ONE
CARROLL CAPITAL
INVESTMENTS, LLC
a North Carolina limited
liability company
TO
CARROLL AT
RIVERY RANCH, LLC
a North Carolina limited
liability company
APRIL 20, 2017
INST. 2017035734
O.P.R.W.Co.TX.

A WOLF RANCH PARKWAY
VARIABLE WIDTH R.O.W.
INST. 2002043147, O.P.R.W.Co.TX.

B WOLF RANCH PARKWAY
PLATTED AS HACIA LOS LOBOS BLVD.
64' R.O.W.
CABINET X. SLIDE 193–196
INST. 2003040368, O.P.R.W.Co.TX.

PARCEL PLAT SHOWING
PARCEL P21

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					5 OF 5

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

Date: Jun 30, 2025, 12:05pm User ID: dcaballero
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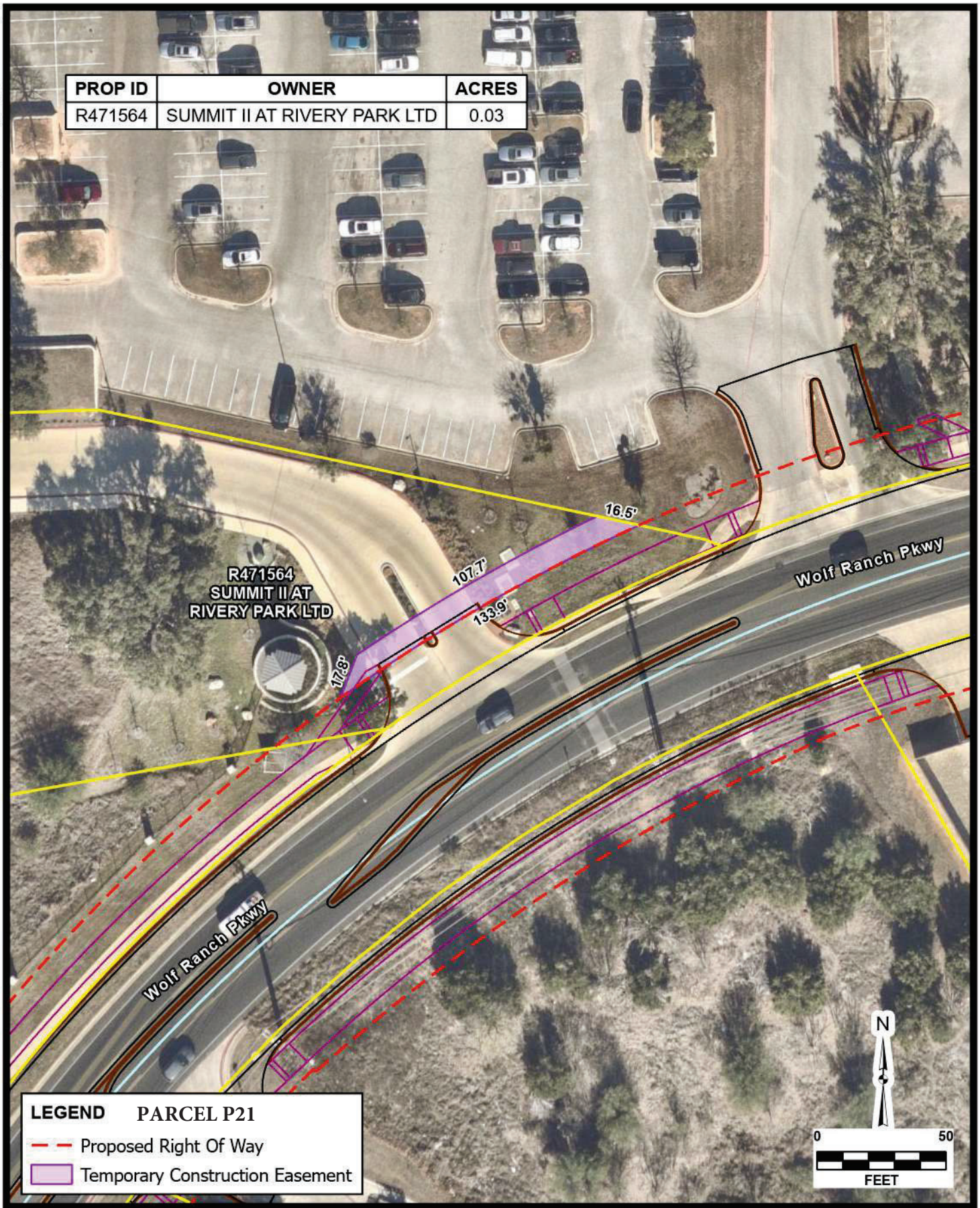


JOB NO. 51423-04
DATE Mar 2026
DESIGNER JS
CHECKED BC DRAWN EH
SHEET 1.0

SUMMIT II AT RIVERY PARK LTD

GEORGETOWN, TEXAS

EASEMENT ACQUISITION EXHIBIT

PAPE-DAWSON
6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

AERIAL IMAGERY PROVIDED BY GOOGLE © UNLESS OTHERWISE NOTED. Imagery ©2026, CAPCOG,Digital Globe,Texas Orthoimagery Program, USDA Farm Service Agency
Date: Mar 29, 2026 6:24 PM User: ahaster
File: H:\Projects\51423\04\GIS\ROW_Easement_Acquisition.aprx Layout: SUMMIT II AT RIVERY PARK LTD Map: Layers Map Frame
THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT "A"

County: Williamson
Roadway: Wolf Ranch Parkway
Project Limits: Memorial Dr./C.R. 265 to Rivery Blvd.

PROPERTY DESCRIPTION FOR PARCEL P22

0.1275 OF AN ACRE, (5,554 SQUARE FEET) TRACT, OF LAND OUT OF LOT 5A, A CALLED 448,985 SQUARE FEET IN BLOCK B, RESUBDIVISION PLAT OF LOT 5, BLOCK "B" AMENDED PLAT OF BLOCK "B" OF SUBDIVISION PLAT OF RIVERY PARK II, A SUBDIVISION OF RECORD IN THE CITY OF GEORGETOWN AS RECORDED IN INSTRUMENT NUMBER, (INST.), 2023010245, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.Co.TX.), SAID LOT 5A BEING PLATTED OUT OF LOT 5, BLOCK B, THE RIVERY PARK II AND DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN AS TRACT 1, FROM DENMISS LLC, A DELAWARE LIMITED LIABILITY COMPANY AND GEORGETOWN CITY LIMITS LLC, A DELAWARE LIMITED LIABILITY COMPANY TO STRATEGIC ENTERTAINMENT GROUP, A TEXAS JOINT VENTURE, EXECUTED JANUARY 13, 2022, RECORDED IN INST. 2022006421, O.P.R.W.Co.TX., SAID 0.1275 OF AN ACRE BEING IN THE JOSEPH P. PULSIFER No. 3G, ABSTRACT No. 498, WILLIAMSON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a calculated point for an interior corner on the eastern line of Lot 5A, being the northwest corner of Lot 5B, Resubdivision Plat of Lot 5, Block B, Amended Plat of Block "B" of subdivision plat of Rivery Park III, from which a found iron rod with an illegible cap bears North 41 º22'30 East a distance of 0.26 feet;

THENCE South 02º10'34" East, (Record North 02º10'34" West), along and with the west of Lot 5B, being the east line of Lot 5A, a distance of 419.57 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", on the curving proposed north Right-Of-Way, (R.O.W.), line of Wolf Ranch Parkway, being the northeast corner and POINT OF BEGINNING of the herein described Parcel P22, said point having surface coordinates of N 10,210,084.49, and E 3,127,927.36;

(1) THENCE, continuing South 02º10'34" East along and with the east line of Lot 5A, being the west line of Lot 5B, a distance of 20.20 feet to a calculated point on the existing north R.O.W. line of Wolf Ranch Parkway, (variable width R.O.W.), as established in Doc. No. 2002043147, O.P.R.W.Co.TX., being the southeast corner of Lot 5A, being the southwest corner of Lot 5B, from which a found iron rod with a cap stamped "Plummer Assoc." bears North 24º19'43" East a distance of 0.28 feet;

EXHIBIT "A"

THENCE, along and with the existing north R.O.W. line of Wolf Ranch Parkway, being the south line of Lot 5A, the following Two (2) courses and distances:

(2) South 79º48'08" West, a distance of 111.57 feet to a calculated point, for a Point of Curvature, (P.C.), of a curve to the left, from which a found iron rod with a cap stamped "Interstate Surveying" bears North 13º20'35" East a distance of 0.39 feet;

(3) 148.52 feet along the arc of said curve to the left, having a radius of 682.01 feet, a delta angle of 12°28'37", a chord bearing of South 73º33'49" West, a distance of 148.23 feet to a calculated point, for southwest corner of Lot 5A, being the easternmost corner of Lot 6, Block B, Amending Plat of Block "B" Subdivision Plat of The Rivery Park II, a subdivision in the City of Georgetown, from which a found "X" marked in concrete bears North 12º12'49" East a distance of 0.39 feet;

(4) THENCE, North 77º39'34" West, along and with a southwestern line of Lot 5A, being a northern line of Lot 6, a distance of 33.90 feet to a set 5/8 inch iron rod with a yellow cap stamped "Pape-Dawson";

THENCE, traversing over, across, and through Lot 5A, along and with the proposed north R.O.W. line of Wolf Ranch Parkway, the following Two (2) courses and distances:

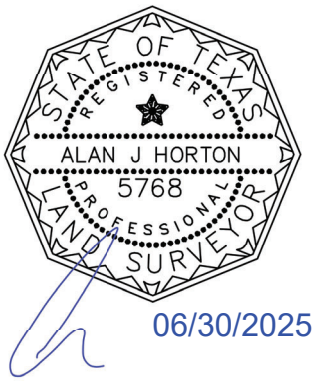
(5) 180.64 feet along the arc of said curve to the right, having a radius of 702.01 feet, a delta angle of 14°44'37", a chord bearing of North 72º25'49" East, a distance of 180.15 feet to a set 5/8 inch iron rod with a yellow cap stamped "Pape-Dawson", for a Point of Tangency, (P.T.);

(6) North 79º48'08" East, a distance of 114.39 feet to the POINT OF BEGINNING and containing 0.1275 of an acre (5,554 square feet) in the City of Georgetown, Williamson County, Texas.

EXHIBIT "A"

All bearings and coordinates are based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00004.

Note: A parcel plat of even date was prepared in conjunction with this property description.



PREPARED BY:	Pape-Dawson Engineers, Texas Surveying Firm #10028800 10801 N. MoPac Expressway, Bldg. 3, Suite 200, Austin, Texas, 78759 (512) 454-8711
DATE:	June 30, 2025
JOB NO.	51423-04
DOC. ID.	H:\Survey\CIVIL\51423-04\dwg\Parcels\Legal Descriptions\Parcel P22 M&B.docx

NOTES:

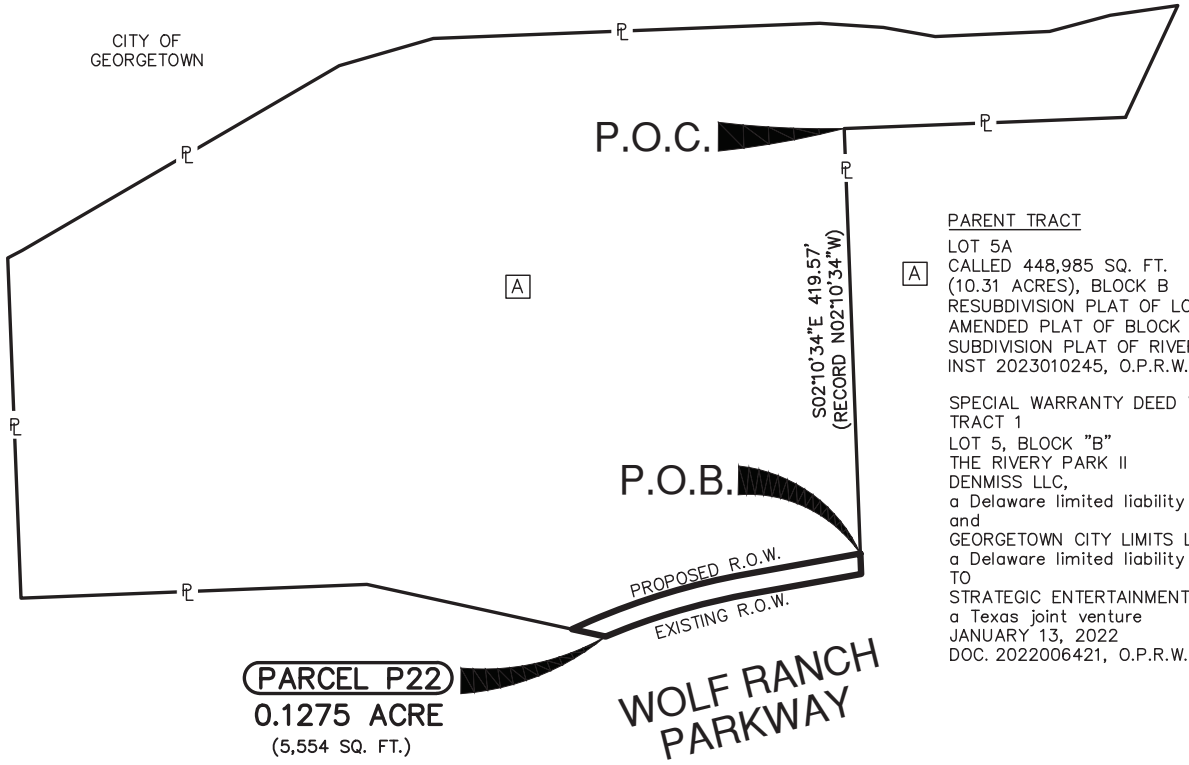
1) 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE SURFACE VALUES IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00004 APPLIED.
3) ABSTRACTING COMPLETED IN JUNE 2025.
4) FIELD SURVEY COMPLETED BETWEEN APRIL 29, 2025 AND MAY 01, 2025
5) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

LEGEND:

DOC.	DOCUMENT
INST.	INSTRUMENT
N.T.S.	NOT TO SCALE
O.P.R.W.Co.TX.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
( )	RECORD INFORMATION FROM DEED OR PLAT
●	FOUND 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" (UNLESS NOTED OTHERWISE).
○	SET 5/8" IRON ROD WITH YELLOW PAPE-DAWSON CAP
———	PARCEL BOUNDARY LINE
——℄——	ADJACENT PROPERTY LINE
— — — —	RECORD R.O.W. PARCEL LINE
	FIRE HYDRANT

N.T.S.

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498



PARENT TRACT
LOT 5A
CALLED 448,985 SQ. FT.
(10.31 ACRES), BLOCK B
RESUBDIVISION PLAT OF LOT 5, BLOCK B
AMENDED PLAT OF BLOCK "B" OF
SUBDIVISION PLAT OF RIVERY PARK II
INST 2023010245, O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN
TRACT 1
LOT 5, BLOCK "B"
THE RIVERY PARK II
DENMISS LLC,
a Delaware limited liability company
and
GEORGETOWN CITY LIMITS LLC,
a Delaware limited liability company
TO
STRATEGIC ENTERTAINMENT GROUP,
a Texas joint venture
JANUARY 13, 2022
DOC. 2022006421, O.P.R.W.Co.TX.

STATE OF TEXAS
REGISTERED
ALAN J HORTON
5768
PROFESSIONAL
LAND SURVEYOR

06/30/2025

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

REV. NO.	DATE	DESCRIPTION	BY

WILLIAMSON COUNTY, TEXAS

PARCEL NO.	DEED ACREAGE	ACQUIRED ACRES (SQ.FT.)	ABSTRACT	ACRES (SQ.FT.) IN ORIGINAL SURVEY	REMAINDER
P22	10.307	0.1275 (5,554)	498	N/A	10.179 LT

PARCEL PLAT SHOWING
PARCEL P22

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	N.T.S.					4 OF 7

Date: Jun 26, 2025, 12:40pm User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_14632\Parcel P22.dwg

REFERENCE:

REFERENCES:

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. No. GT2503723
Texan Title Insurance Company
Date Effective: May 2, 2025
Date Issued: May 13, 2025

10. The following matters and all terms of the documents creating or offering evidence of the matters.

a. SUBJECT TO AND SHOWN HERON (WHEN APPLICABLE)
b. NOT A SURVEY MATTER
c. NOT A SURVEY MATTER
d. AS SHOWN
e. AS SHOWN
f. AS SHOWN
g. DOES NOT AFFECT
h. DOES NOT AFFECT
i. DOES NOT AFFECT
j. NOT SURVEY RELATED
k. NOT SURVEY RELATED
l. NOT SURVEY RELATED
m. TERMS, PROVISIONS AND CONDITIONS MAY APPLY
n. TERMS, PROVISIONS AND CONDITIONS APPLY
o. TERMS, PROVISIONS AND CONDITIONS MAY APPLY
p. DOES NOT AFFECT
q. NOT A SURVEY ISSUE
r. AS SHOWN
s. NOT A SURVEY ISSUE
t. NOT A SURVEY ISSUE
u. NOT A SURVEY ISSUE
v. NOT A SURVEY ISSUE
w. AFFECTS
x. AFFECTS
y. NOT A SURVEY ISSUE

CITY OF GEORGETOWN AVIGATION EASEMENT

a. GRANTS FOR THE USE AND BENEFIT OF THE PUBLIC A CONTINUING EASEMENT AND RIGHT OF FLIGHT FOR THE PASSAGE OF AIRCRAFT IN THE AIR SPACE ABOVE THE SURFACE OF THE LAND OVER WHICH THIS EASEMENT IS OBTAINED, TOGETHER WITH THE RIGHT TO CAUSE IN SAID AIR SPACE SUCH NOISE AS MAY NE INHERENT IN THE OPERATION OF AIRCRAFT, NOW KNOWN OR HEREAFTER USED FOR NAVIGATION OF OR FLIGHT IN THE AIRSPACE USING SAID AIR SPACE FOR LANDING AT, TAKING OFF FROM OR OPERATION ON THE GEORGETOWN MUNICIPAL AIRPORT; AND

b. WILL LIMIT THE HEIGHT OF ANY STRUCTURE TO NO MORE THAN THE APPROACH SLOPE OR THE TRANSITION SLOPE ELEVATION OF THE GEORGETOWN AIRPORT AS INDICATED ON THE PLAT. THE MAXIMUM HEIGHT OF ANY STRUCTURE SHALL BE THE DIFFERENCE BETWEEN THE GROUND ELEVATION AND THE AVIGATION ELEVATION FOR ANY PARTICULAR LOCATION.

c. THE SUBDIVISION IS LOCATED BENEATH THE HORIZONTAL ZONE LEVATION OF 150 FEET ABOVE AIRPORT ELEVATION, OR 937.00 FEET ABOVE MEAN SEA LEVEL.

d. THE MAXIMUM HEIGHT OF ANY STRUCTURE LOCATED IN THE EASEMENT IS {REFER TO CHAPTER 12.36 FOR THE GEORGETOWN MUNICIPAL CODE TO DETERMINE THIS.}

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P22

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
						5 OF 7

REFERENCE:

Date: Jun 26, 2025, 12:40pm User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_14632\Parcel P22.dwg

LINE TABLE		
LINE	BEARING	LENGTH
L1	S02°10'34"E	20.20'
L2	S79°48'08"W	111.57'
L3	N77°39'34"W	33.90'
L4	N79°48'08"E	114.39'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	148.52'	682.01'	12°28'37"	S73°33'49"W	148.23'
C2	180.64'	702.01'	14°44'37"	N72°25'49"E	180.15'

0 25 50

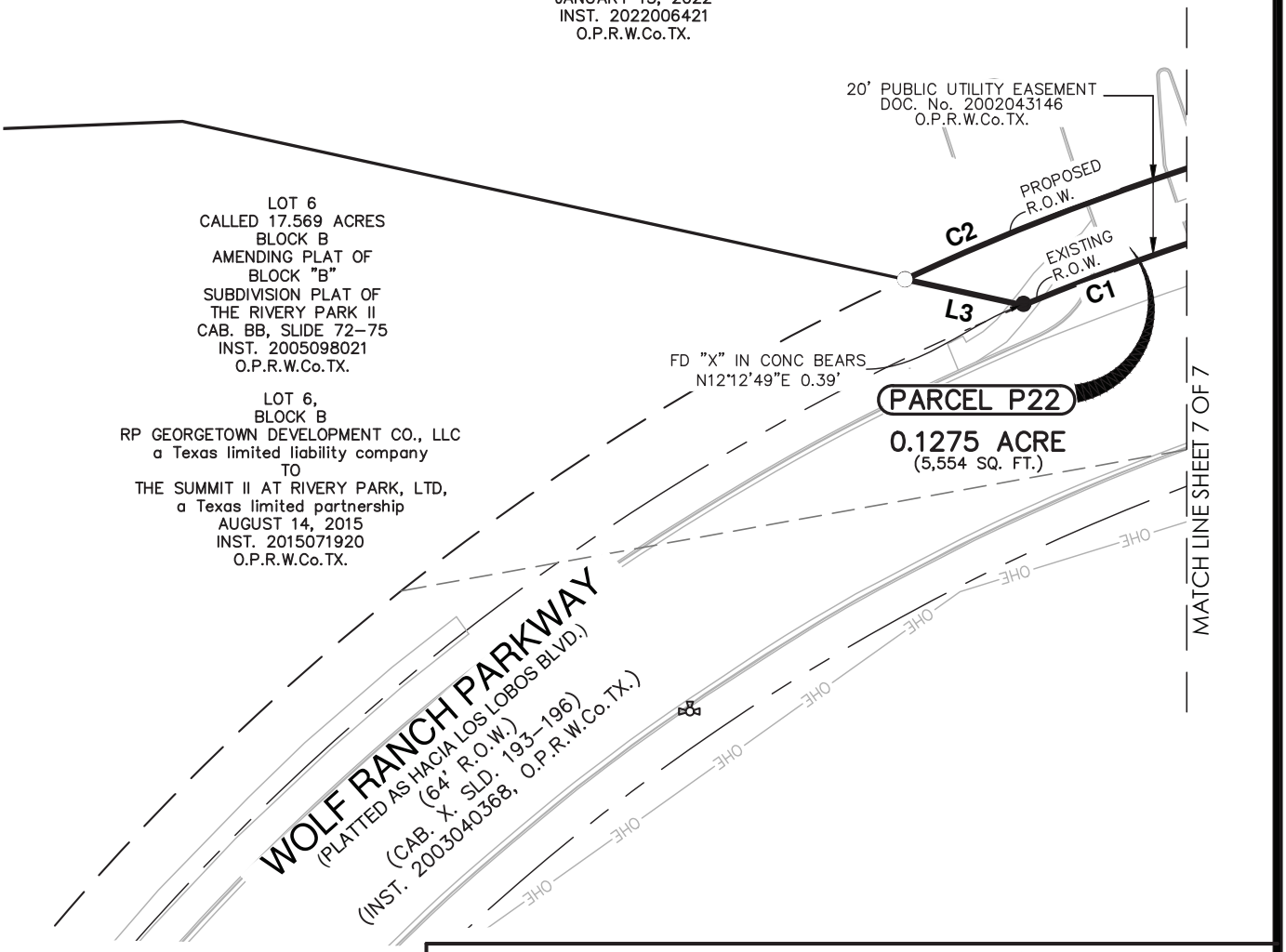
SCALE: 1"= 50'

LOT 5A
CALLED 448,985 SQ. FT.
(10.31 ACRES)
BLOCK B
RESUBDIVISION PLAT OF LOT 5, BLOCK B
AMENDED PLAT OF BLOCK "B" OF
SUBDIVISION PLAT OF RIVERY PARK II
INST. 2023010245
O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN
TRACT 1
LOT 5, BLOCK "B"
THE RIVERY PARK II
DENMISS LLC,
a Delaware limited liability company
and
GEORGETOWN CITY LIMITS LLC,
a Delaware limited liability company
TO
STRATEGIC ENTERTAINMENT GROUP,
a Texas joint venture
JANUARY 13, 2022
INST. 2022006421
O.P.R.W.Co.TX.

JOSEPH P. PULSIFER SURVEY No. 3G ABSTRACT 498

CITY OF GEORGETOWN



PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P22

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					6 OF 7

Date: Jun 26, 2025, 12:40pm User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_14632\Parcel P22.dwg

REFERENCE:

LINE TABLE		
LINE	BEARING	LENGTH
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L3	N77°39'34"W	33.90'
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CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
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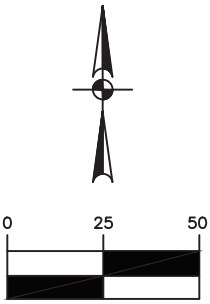
C2	180.64'	702.01'	14°44'37"	N72°25'49"E	180.15'



P.O.C.
FD IR (ILLEGIBLE CAP)
BEARS N41°22'30"E 0.26'

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498

CITY OF GEORGETOWN

LOT 5A
CALLED 448,985 SQ. FT.
(10.31 ACRES)
BLOCK B
RESUBDIVISION PLAT OF LOT 5, BLOCK B
AMENDED PLAT OF BLOCK "B" OF
SUBDIVISION PLAT OF RIVERY PARK II
INST. 2023010245
O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN
TRACT 1
LOT 5, BLOCK "B"
THE RIVERY PARK II
DENMISS LLC,
a Delaware limited liability company
and
GEORGETOWN CITY LIMITS LLC,
a Delaware limited liability company
TO
STRATEGIC ENTERTAINMENT GROUP,
a Texas joint venture
JANUARY 13, 2022
INST. 2022006421
O.P.R.W.Co.TX.

(RECORD N02°10'34"W)
S02°10'34"E 419.57'

LOT 5B
CALLED 72,971 SQ. FT.
(1.675 ACRES)
BLOCK B
RESUBDIVISION PLAT OF
LOT 5, BLOCK B AMENDED PLAT OF
BLOCK "B" OF SUBDIVISION PLAT OF
RIVERY PARK II
INST. 2023010245
O.P.R.W.Co.TX.

TRACT 1
LOT 5B, BLOCK B
STRATEGIC ENTERTAINMENT GROUP,
a Texas joint venture
TO
NOVAK LAND OFFICE LLC,
a Texas limited
liability company
FEBRUARY 14, 2023
DOC. 2023011569,
O.P.R.W.Co.TX.

28.0'

P.O.B.
N: 10,210,084.49
E: 3,127,927.36

ACCESS AND UTILITY
EASEMENT
DOC. NO. 2005097362
O.P.R.W.Co.TX.

20' PUBLIC UTILITY EASEMENT
DOC. No. 2002043146
O.P.R.W.Co.TX.

FD IR (PLUMMER
ASSOC.) BEARS
N24°19'43"E 0.28'

L4
L1
L2
C2
C1

PROPOSED R.O.W.
EXISTING R.O.W.

MATCH LINE SHEET 6 OF 7

PARCEL P22
0.1275 ACRE
(5,554 SQ. FT.)

FD IR (INTERSTATE
SURVEYING) BEARS
N13°20'35"E 0.39'

WOLF RANCH PARKWAY
(VARIABLE WIDTH R.O.W.)
(INST. 2002043147, O.P.R.W.Co.TX.)

OHE

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P22

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					7 OF 7

Date: Jun 26, 2025, 12:40pm User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_14632\Parcel P22.dwg

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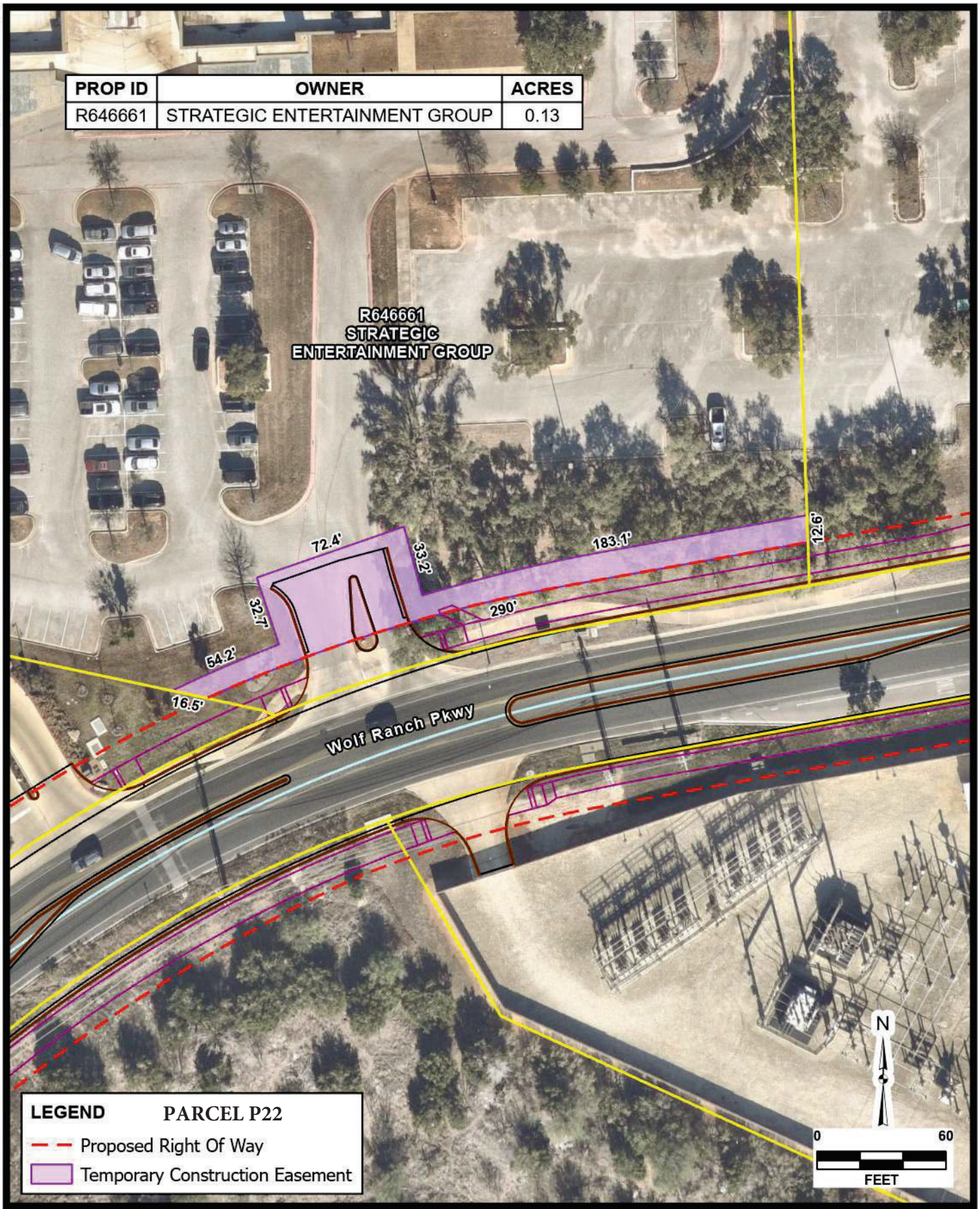


AERIAL IMAGERY PROVIDED BY GOOGLE © UNLESS OTHERWISE NOTED. Imagery ©2026, CAPCOG,Digital Globe,Texas Orthoimagery Program, USDA Farm Service Agency

Date: Mar 29, 2026 5:20 PM User: ehaster
File: H:\Projects\51423\04\GIS\ROW_Easement_Acquisition.aprx Layout: STRATEGIC ENTERTAINMENT GROUP Map: Layers Map Frame

JOB NO.	51423-04
DATE	Mar 2026
DESIGNER	JS
CHECKED	BC
DRAWN	EH
SHEET	1.0

STRATEGIC ENTERTAINMENT GROUP

GEORGETOWN, TEXAS

EASEMENT ACQUISITION EXHIBIT

PAPE-DAWSON
6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT "A"

County: Williamson
Roadway: Wolf Ranch Parkway
Project Limits: Memorial Dr./C.R. 265 to Rivery Blvd.

PROPERTY DESCRIPTION FOR PARCEL P24

0.0399 OF AN ACRE (1,737 SQUARE FEET) TRACT OF LAND OUT OF LOT 5B, A CALLED 72,971 SQUARE FEET TRACT IN BLOCK B, RESUBDIVISION PLAT OF LOT 5, BLOCK "B", AMENDED PLAT OF BLOCK "B" OF SUBDIVISION PLAT OF RIVERY PARK II, A SUBDIVISION IN THE CITY OF GEORGETOWN AS RECORDED IN INSTRUMENT NUMBER, (INST.), 2023010245, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.Co.TX.), SAID LOT 5B, BEING DESCRIBED AS TRACT 1 IN A SPECIAL WARRANTY DEED FROM STRATEGIC ENTERTAINMENT GROUP, A TEXAS JOINT VENTURE, TO NOVAK LAND OFFICE LLC, A TEXAS LIMITED LIABILITY COMPANY, EXECUTED FEBRUARY 14, 2023, RECORDED IN INST. 2023011569, O.P.R.W.Co.TX., SAID 0.0399 OF AN ACRE TRACT BEING IN THE NICHOLAS PORTER SURVEY, ABSTACT No. 497, PATENTED IN CONFLICT WITH THE ORVILLE PERRY SURVEY, ABSTRACT No. 10, WILLIAMSON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a calculated for the westernmost corner of Lot 1, Block B, Amending Plat of Block "B" of Rivery Park II, a subdivision in the City of Georgetown, as recorded in Inst. 2005098021, O.P.R.W.Co.TX., being the interior corner on the east line of Lot 5B, from which a found iron rod with a cap stamped "Cotton Surveying" bears North 22º24'52" East a distance of 0.38 feet;

THENCE, South 10º11'55" East, (called South 10º10'26" East), along and with the southernmost west line of Lot 1, being the southernmost east line of Lot 5B, a distance of 25.61 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" on the proposed north Right-Of-Way, (R.O.W), line of Wolf Ranch Parkway for the northeast corner and POINT OF BEGINNING of the herein described Parcel P24, said point having surface coordinates of N 10,210,099.62, and E 3,128,011.47;

1. THENCE, continuing South 10º11'55" East, along and with the southernmost west line of Lot 1, being the southernmost east line of Lot 5B, a distance of 20.00 feet to a calculated point, on the existing north R.O.W. line of Wolf Ranch Parkway (variable width R.O.W.), as established in Inst. 2002043147, O.P.R.W.Co.TX., for the southwest corner of Lot 1, being the southeast corner of Lot 5B, from which a found iron rod with a cap stamped "Interstate Surveying" bears North 27º06'21" East a distance of 0.30 feet;

EXHIBIT "A"

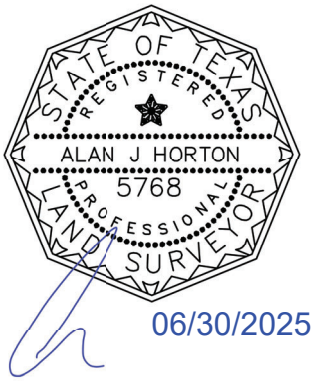
2. THENCE, South 79º48'08" West, along and with the existing north R.O.W. line of Wolf Ranch Parkway, being the south line of Lot 5B, a distance of 88.28 feet to a calculated point, for the southeast corner of Lot 5A, Block B, in said Resubdivision Plat Of Lot 5, Block "B", Amended Plat of Block "B" of Subdivision Plat of Rivery Park II, being the southwest corner of Lot 5B from which a found iron rod with a cap stamped "Plummer Assoc." bears North 24º19'43" East a distance of 0.28 feet;

3. THENCE, North 02º10'34" West, along and with the east line of Lot 5A, being the west line of Lot 5B, a distance of 20.00 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", on the proposed north R.O.W. line of Wolf Ranch Parkway;

4. THENCE, North 79º48'08" East, along and with the proposed north R.O.W. line of Wolf Ranch Parkway, traversing over, across, and through Lot 5B, a distance of 85.46 feet to the POINT OF BEGINNING and containing 0.0399 of an acre (1,737 square feet) in the City of Georgetown, Williamson County, Texas.

All bearings and coordinates are based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00004.

Note: A parcel plat of even date was prepared in conjunction with this property description.



PREPARED BY: Pape-Dawson Engineers, Texas Surveying Firm #10028800
10801 N. MoPac Expressway, Bldg. 3, Suite 200, Austin, Texas, 78759
(512) 454-8711
DATE: June 30, 2025
JOB NO. 51423-04
DOC. ID. H:\Survey\CIVIL\51423-04\dwg\Parcels\Legal Descriptions\Parcel P24 M&B.docx

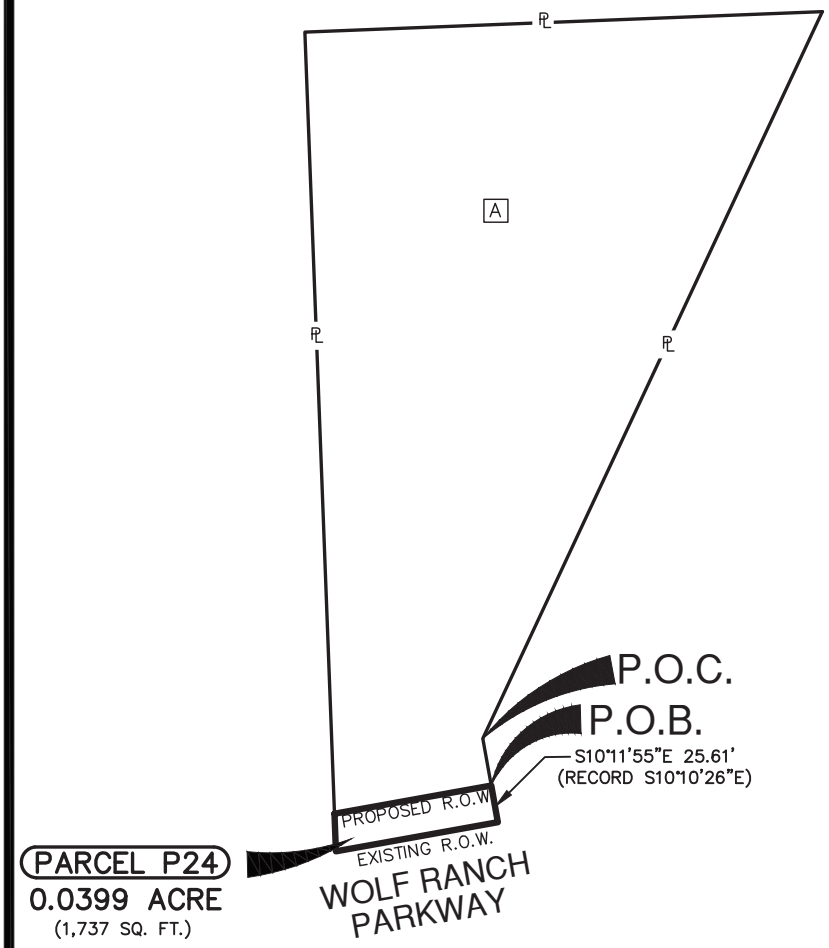
NOTES:

1) 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE SURFACE VALUES IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00004 APPLIED.
3) ABSTRACTING COMPLETED IN JUNE 2025.
4) FIELD SURVEY COMPLETED BETWEEN APRIL 29, 2025 AND MAY 01, 2025
5) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

LEGEND:

DOC.	DOCUMENT
INST.	INSTRUMENT
No.	NUMBER
N.T.S.	NOT TO SCALE
O.P.R.W.Co.TX.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
( )	RECORD INFORMATION FROM DEED OR PLAT
●	FOUND 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" (UNLESS NOTED OTHERWISE).
○	SET 5/8" IRON ROD WITH YELLOW PAPE-DAWSON CAP
———	PARCEL BOUNDARY LINE
——℄———	ADJACENT PROPERTY LINE
— — — —	RECORD R.O.W. PARCEL LINE
	FIRE HYDRANT

N.T.S.



NICHOLAS PORTER SURVEY,
ABSTRACT 497,
PATTENED IN CONFLICT WITH THE
ORVILLE PERRY SURVEY, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

CITY OF
GEORGETOWN

A LOT 5B
CALLED 72,971 SQ. FT., (1.675 ACRES)
RESUBDIVISION PLAT OF LOT 5, BLOCK B
AMENDED PLAT OF BLOCK "B" OF
SUBDIVISION PLAT OF RIVERY PARK II
INST. 2023010245, O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED
TRACT 1
LOT 5B, BLOCK B
RESUBDIVISION PLAT OF
LOT 5, BLOCK "B"
THE RIVERY PARK II
NOVAK LAND OFFICE LLC,
a Texas limited liability company
FROM STRATEGIC ENTERTAINMENT GROUP
a Texas joint venture
FEBRUARY 14, 2023
DOC. 2023011569, O.P.R.W.Co.TX.

STATE OF TEXAS
REGISTERED
ALAN J HORTON
5768
PROFESSIONAL
LAND SURVEYOR

06/13/2025

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAX EXPY BLD 3 STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

REV. NO.	DATE	DESCRIPTION	BY

WILLIAMSON COUNTY, TEXAS

PARCEL NO.	DEED ACREAGE	ACQUIRED ACRES (SQ.FT.)	ABSTRACT	ACRES (SQ.FT.) IN ORIGINAL SURVEY	REMAINDER
P24	1.675	0.0399 (1,737)	10	N/A	1.635 LT

PARCEL PLAT SHOWING
PARCEL P24

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	N.T.S.					3 OF 5

Date: Jun 27, 2025, 11:54am User ID: doballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_14632\Parcel P24.dwg

REFERENCE:

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This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. No. GT2503724
Texan Title Insurance Company
Date Effective: May 2, 2025
Date Issued: May 30, 2025

10. The following matters and all terms of the documents creating or offering evidence of the matters.

a. AS SHOWN
b. NOT A SURVEY ISSUE
c. NOT A SURVEY ISSUE
d. AS SHOWN
e. AS SHOWN
f. SHOWN HEREON
g. DOES NOT AFFECT
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z. AFFECTS

CITY OF GEORGETOWN AVIGATION EASEMENT

a. GRANTS FOR THE USE AND BENEFIT OF THE PUBLIC A CONTINUING EASEMENT AND RIGHT OF FLIGHT FOR THE PASSAGE OF AIRCRAFT IN THE AIR SPACE ABOVE THE SURFACE OF THE LAND OVER WHICH THIS EASEMENT IS OBTAINED, TOGETHER WITH THE RIGHT TO CAUSE IN SAID AIR SPACE SUCH NOISE AS MAY NE INHERENT IN THE OPERATION OF AIRCRAFT, NOW KNOWN OR HEREAFTER USED FOR NAVIGATION OF OR FLIGHT IN THE AIRSPACE USING SAID AIR SPACE FOR LANDING AT, TAKING OFF FROM OR OPERATION ON THE GEORGETOWN MUNICIPAL AIRPORT; AND

b. WILL LIMIT THE HEIGHT OF ANY STRUCTURE TO NO MORE THAN THE APPROACH SLOPE OR THE TRANSITION SLOPE ELEVATION OF THE GEORGETOWN AIRPORT AS INDICATED ON THE PLAT. THE MAXIMUM HEIGHT OF ANY STRUCTURE SHALL BE THE DIFFERENCE BETWEEN THE GROUND ELEVATION AND THE AVIGATION ELEVATION FOR ANY PARTICULAR LOCATION.

c. THE SUBDIVISION IS LOCATED BENEATH THE HORIZONTAL ZONE LEVATION OF 150 FEET ABOVE AIRPORT ELEVATION, OR 937.00 FEET ABOVE MEAN SEA LEVEL.

d. THE MAXIMUM HEIGHT OF ANY STRUCTURE LOCATED IN THE EASEMENT IS {REFER TO CHAPTER 12.36 FOR THE GEORGETOWN MUNICIPAL CODE TO DETERMINE THIS.}

PAPE-DAWSON ENGINEERS
SAN ANTONIO I AUSTIN I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAX EXPY BLD 3 STE 200 I AUSTIN , TX 78759 I 512.454.8711
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P24

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
						4 OF 5

REFERENCE:

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NICHOLAS PORTER SURVEY,
ABSTRACT 497,
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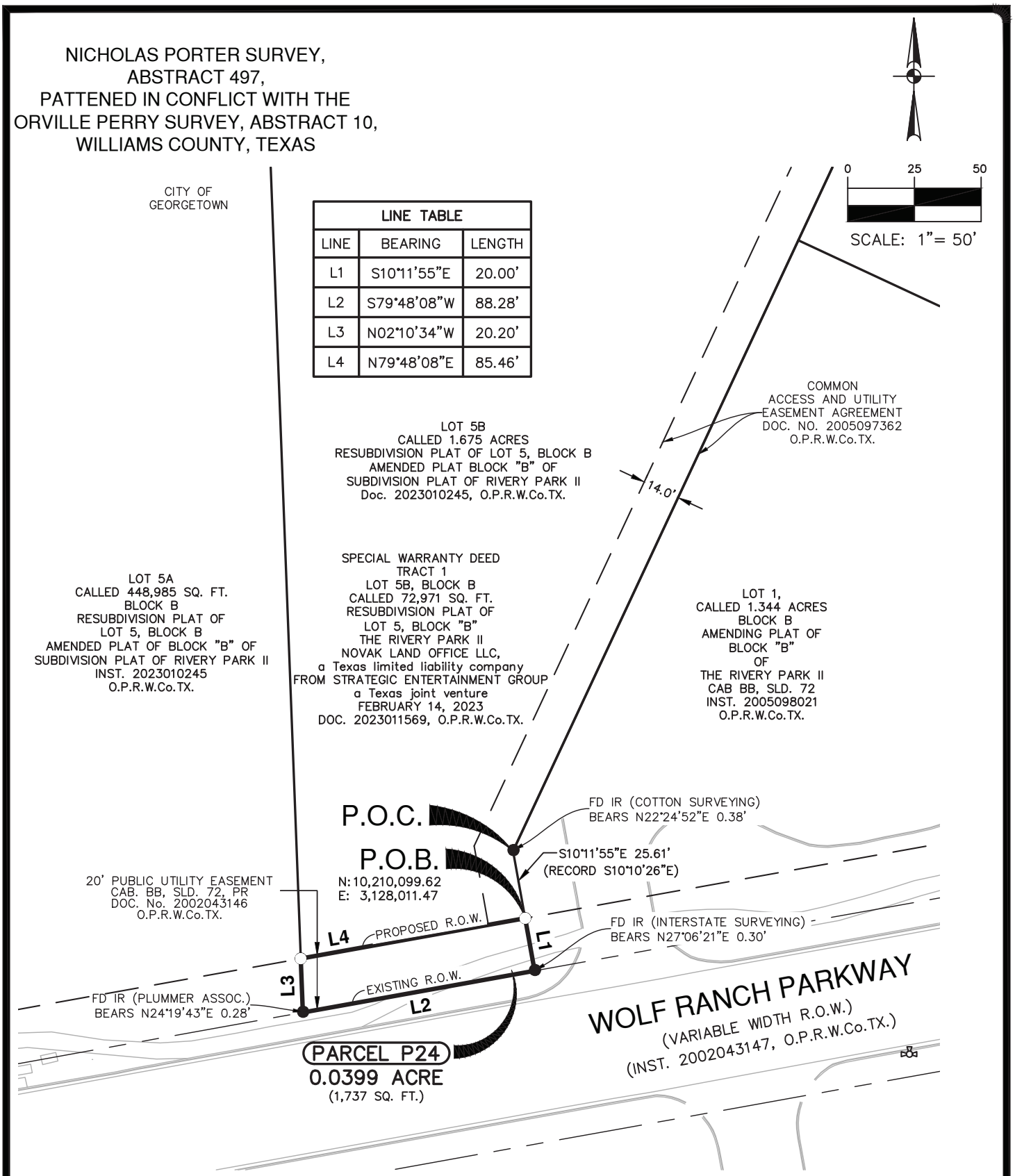
ORVILLE PERRY SURVEY, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS



LINE TABLE		
LINE	BEARING	LENGTH
L1	S10°11'55"E	20.00'
L2	S79°48'08"W	88.28'
L3	N02°10'34"W	20.20'
L4	N79°48'08"E	85.46'

PAPE-DAWSON ENGINEERS

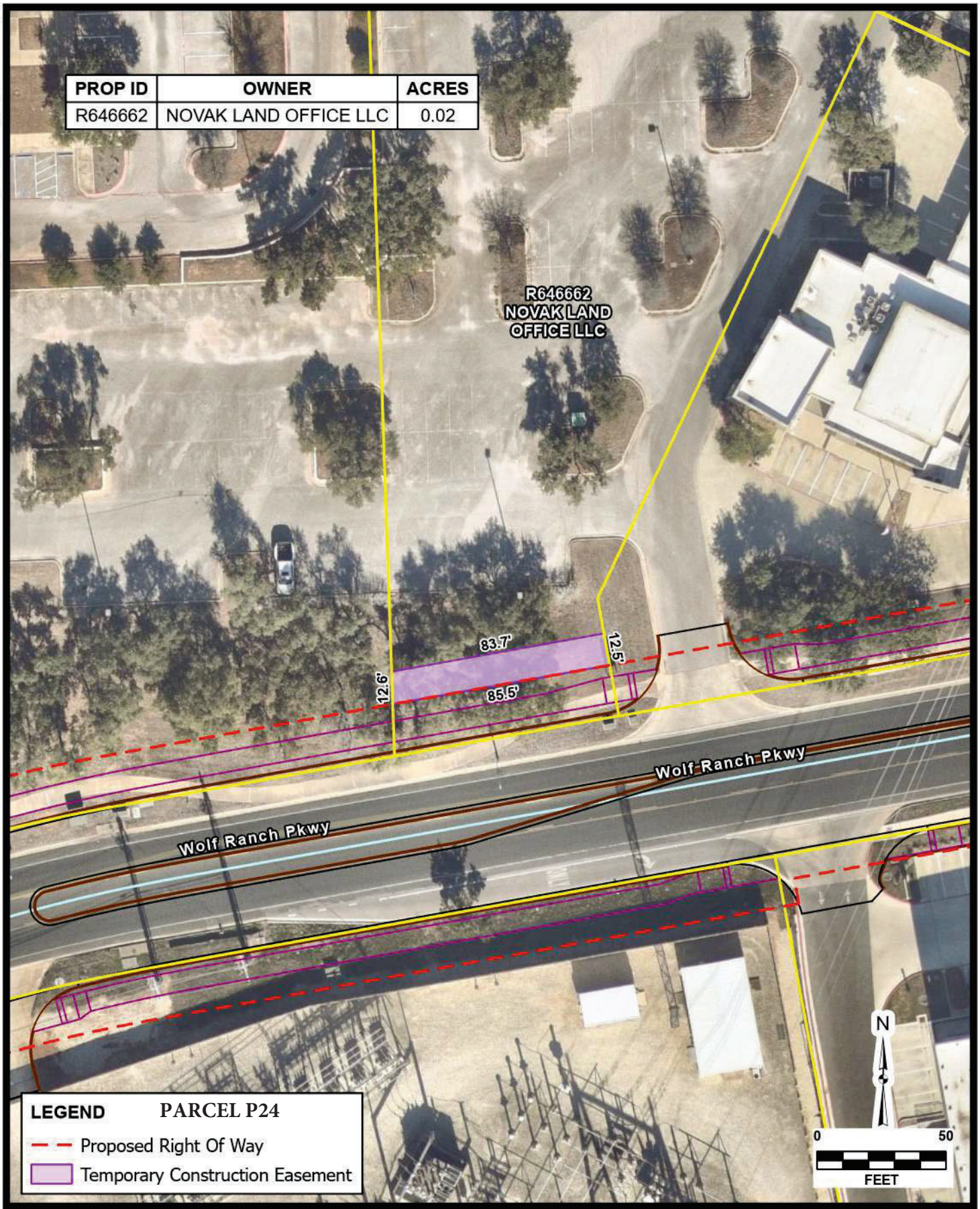
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAX EXPY BLD 3 STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P24

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	JUNE 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					5 OF 5

Date: Jun 27, 2025, 11:54am User ID: doballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_14632\Parcel P24.dwg

REFERENCE:



AERIAL IMAGERY PROVIDED BY GOOGLE © UNLESS OTHERWISE NOTED. Imagery ©2026, CAPCOG,Digital Globe,Texas Orthoimagery Program, USDA Farm Service Agency

Date: Mar 29, 2026 5:27 PM User: ahaster
File: H:\Projects\51423\04\GIS\ROW_Easement_Acquisition.aprx Layout: NOVAK LAND OFFICE LLC Map: Layers Map Frame

JOB NO.	51423-04
DATE	Mar 2026
DESIGNER	JS
CHECKED	BC
DRAWN	EH
SHEET	1.0

NOVAK LAND OFFICE LLC

GEORGETOWN, TEXAS

EASEMENT ACQUISITION EXHIBIT

PAPE-DAWSON
6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT "A"

County: Williamson
Roadway: Wolf Ranch Parkway
Project Limits: Memorial Dr./C.R. 265 to Rivery Blvd.

PROPERTY DESCRIPTION FOR PARCEL P25

0.1675 OF AN ACRE (7,295 SQUARE FEET) TRACT OF LAND OUT OF LOT 1, A CALLED 1.344 ACRE TRACT, IN BLOCK B, AMENDING PLAT OF BLOCK "B" OF SUBDIVISION PLAT OF THE RIVERY PLACE II, A SUBDIVISION IN THE CITY OF GEORGETOWN, AS RECORDED IN CABINET, (CAB.). BB, SLIDE, (SLD.), 72-75, SAME BEING INSTRUMENT NUMBER, (INST.), 2005098021, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.Co.TX.), LOT 1 BEING DESCRIBED IN A SPECIAL WARRANTY DEED FROM RP GEORGETOWN DEVELOPMENT CO, LLC, A TEXAS LIMITED LIABILITY COMPANY TO INDEPENDENT BANK GROUP CENTRAL TEXAS, INC., A TEXAS CORPORATION, EXECUTED MAY 07, 2008, RECORDED IN INST. 2008036326, O.P.R.W.Co.TX., SAID 0.1675 OF AN ACRE TRACT BEING IN THE NICHOLAS PORTER SURVEY, ABSTACT No. 497, PATENTED IN CONFLICT WITH THE ORVILLE PERRY SURVEY, ABSTRACT No. 10, WILLIAMSON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a calculated point, for the interior east corner of Lot 5B, Resubdivision Plat of Lot 5, Block "B" of Subdivision Plat of Rivery Park II, recorded in Inst., 2023010245, O.P.R.W.Co.TX, being the westernmost corner of Lot 1, from which a found iron rod with a cap stamped "Cotton Surveying" bears North 22 º24'52' East a distance of 0.38 feet;

THENCE, South 10º11'55" East, (Record North 10º11'50" West), along and with the east line of Lot 5B, being the southernmost west line of Lot 1, a distance of 25.61 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" on the proposed north Right-Of-Way, (R.O.W), line of Wolf Ranch Parkway for the northwest corner and POINT OF BEGINNING of the herein described Parcel P25, said point having surface coordinates of N 10,210,099.62, and E 3,128,011.47;

THENCE, traversing over, across, and through Lot 1, along and with the proposed north R.O.W. line of Wolf Ranch Parkway, the following Two (2) courses and distances:

(1) North 79º48'08" East, a distance of 320.82 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a Point of Intersection, (P.I.), corner;

EXHIBIT "A"

(2) North 34º17'35" East, a distance of 41.67 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" on the curving east R.O.W. line of Rivery Boulevard, (variable width R.O.W.), as established in Inst. No. 2002098516, O.P.R.W.Co.TX., being an east line of Lot 1, from which a calculated point is located 72.43 feet along the arc of a curve to the left, having a radius of 314.50 feet, a delta angle of 13°11'42", a chord bearing of North 04º23'56" West, a distance of 72.27 feet, from which a iron rod with a cap stamped "Interstate Surveying" bears North 35º47'53" East 0.49 feet;

THENCE, along and with the existing west R.O.W. line of Rivery Boulevard and the existing north R.O.W. line of Wolf Ranch Parkway, (variable width R.O.W.), as established in Doc. No. 2002043147, O.P.R.W.Co.TX. being the east and south lines of Lot 1, the following Three (3) courses and distances:

(3) 29.79 feet along the arc of a curve to the left, having a radius of 314.50 feet, a delta angle of 5°25'39", a chord bearing of South 13º42'36" East, a distance of 29.78 feet to set 5/8 inch iron rod with a yellow cap stamped "Pape Dawson", for a P.I. corner;

(4) South 34º17'35" West, a distance of 28.04 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.I. corner;

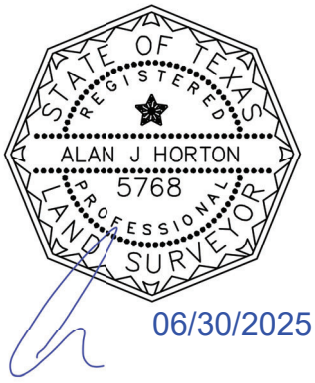
(5) South 79º48'08" West, a distance of 332.20 feet to a calculated point, for the southeast corner of Lot 5B, being the southwest corner of Lot 1, from which a found iron rod with a cap stamped "Interstate Surveying" bears North 27º06'21 East a distance of 0.30 feet;

(6) THENCE, North 10º11'55" West, along and with the east line of Lot 5B, being the southernmost west line of Lot 1, a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.1675 of an acre (7,295 square feet) in the City of Georgetown, Williamson County, Texas.

EXHIBIT "A"

All bearings and coordinates are based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00004.

Note: A parcel plat of even date was prepared in conjunction with this property description.



PREPARED BY:	Pape-Dawson Engineers, Texas Surveying Firm #10028800 10801 N. MoPac Expressway, Bldg. 3, Suite 200, Austin, Texas, 78759 (512) 454-8711
DATE:	June 30, 2025
JOB NO.	51423-01
DOC. ID.	H:\Survey\CIVIL\51423-04\dwg\Parcels\Legal Descriptions\Parcel P25 M&B.docx

NOTES:

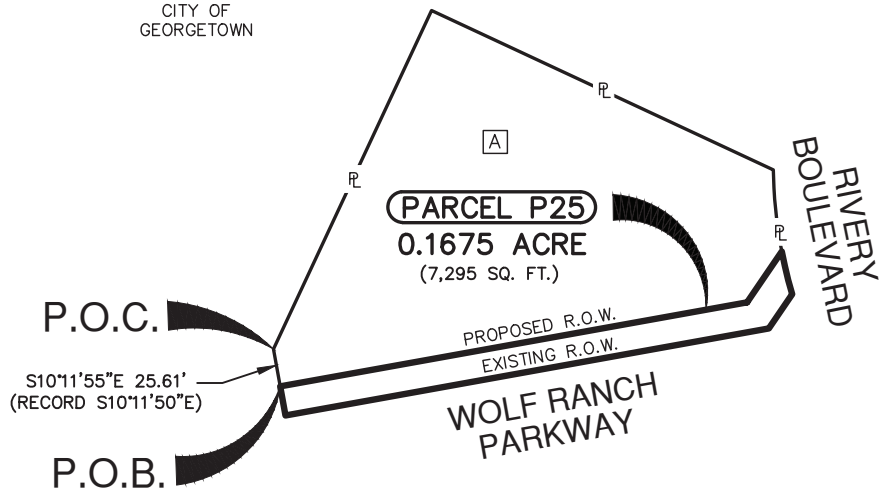
1) 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE SURFACE VALUES IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00004 APPLIED.
3) ABSTRACTING COMPLETED IN MAY 2025.
4) FIELD SURVEY COMPLETED BETWEEN APRIL 29, 2025 AND MAY 01, 2025
5) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

LEGEND:

CAB	CABINET
DOC.	DOCUMENT
FD	FOUND
INST.	INSTRUMENT NUMBER
IR	IRON ROD
N.T.S.	NOT TO SCALE
O.P.R.W.Co.TX.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
O.R.W.Co.TX.	OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT-OF-WAY
SLD	SLIDE
SQ. FT.	SQUARE FEET
INST.	VOLUME
W.C.P.R.	WILLIAMSON COUNTY PLAT RECORDS
( )	RECORD INFORMATION FROM DEED OR PLAT
●	FOUND 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" (UNLESS NOTED OTHERWISE).
○	SET 5/8" IRON ROD WITH YELLOW PAPE-DAWSON CAP
———	PARCEL BOUNDARY LINE
——— PL ———	ADJACENT PROPERTY LINE
——— - - - ———	RECORD R.O.W. PARCEL LINE
——— x ———	WIRE FENCE
	FIRE HYDRANT

N.T.S.

NICHOLAS PORTER SURVEY,
ABSTRACT 497,
PATTENED IN CONFLICT WITH THE
ORVILLE PERRY SURVEY, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS



A LOT 1,
CALLED 1.344 ACRES
BLOCK B
AMENDING PLAT OF BLOCK B OF
THE RIVERY PARK II
CAB BB, SLD. 72
INST 2005098021, O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED
LOT 1
BLOCK B
RP GEORGETOWN DEVELOPMENT CO, LLC
a Texas limited liability company
TO
INDEPENDENT BANK GROUP CENTRAL TEXAS, INC.,
a Texas CORPORATION
MAY 07, 2008
INSTA. 2008036326,
O.P.R.W.Co.TX.

STATE OF TEXAS
REGISTERED
ALAN J HORTON
5768
PROFESSIONAL
LAND SURVEYOR

06/30/2025

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

REV. NO.	DATE	DESCRIPTION	BY

WILLIAMSON COUNTY, TEXAS

PARCEL NO.	DEED ACREAGE	ACQUIRED ACRES (SQ.FT.)	ABSTRACT	ACRES (SQ.FT.) IN ORIGINAL SURVEY	REMAINDER
P25	1.344	0.1675 (7,295)	10	N/A	1.177 LT

PARCEL PLAT SHOWING
PARCEL P25

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	MAY 2025			WOLF RANCH PARKWAY
DIST.	SCALE		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	N.T.S.					4 OF 7

Date: Jun 27, 2025, 12:03pm User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_14632\Parcel P25.dwg

REFERENCE:

REFERENCES:

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. No. 2503725
Texan Title Insurance Company
Date Effective: May 2, 2025
Date Issued: May 13, 2025

10. The following matters and all terms of the documents creating or offering evidence of the matters.

a. AS SHOWN
b. AS SHOWN
c. AS SHOWN
d. AS SHOWN
e. NOT SURVEY RELATED
f. DOES NOT AFFECT
g. DOES NOT AFFECT
h. DOES NOT AFFECT
i. DOES NOT AFFECT
j. DOES NOT AFFECT
j. DOES NOT AFFECT
k. DOES NOT AFFECT
l. DOES NOT AFFECT
m. DOES NOT AFFECT
n. DOES NOT AFFECT
o. DOES NOT AFFECT
p. DOES NOT AFFECT
q. DOES NOT AFFECT
r. NOT A SURVEY ISSUE
s. Any portion of the herein described property which lies within the boundaries of a road, roadway, railroad or railroad right-of-way.
t. NOT A SURVEY ISSUE
u. NOT A SURVEY ISSUE
v. All visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use. (Owner's Title Policy Only)
w. Rights of Parties in possession. (Owner's Title Policy Only)
x. INTENTIONALLY DELETED

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P25

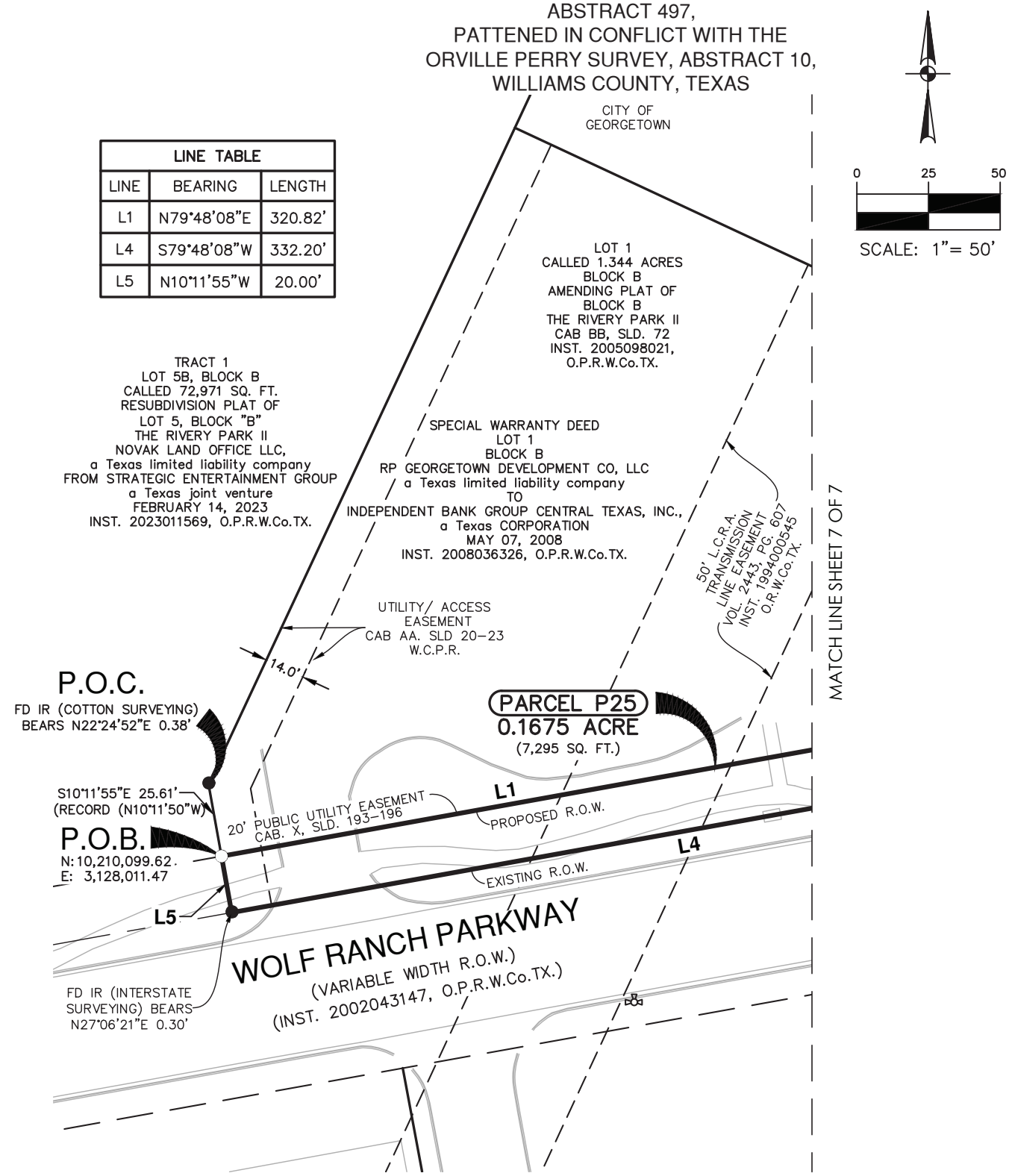
FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	MAY 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
						5 OF 7

REFERENCE:

Date: Jun 27, 2025, 12:03pm User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_14632\Parcel P25.dwg

NICHOLAS PORTER SURVEY,
ABSTRACT 497,
PATTENED IN CONFLICT WITH THE
ORVILLE PERRY SURVEY, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	LENGTH
L1	N79°48'08"E	320.82'
L4	S79°48'08"W	332.20'
L5	N10°11'55"W	20.00'



0 25 50

SCALE: 1"= 50'

PARCEL PLAT SHOWING
PARCEL P25

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	MAY 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					6 OF 7

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

Date: Jun 27, 2025, 12:03pm User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_14632\Parcel P25.dwg

REFERENCE:

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	29.79'	314.50'	5°25'39"	S13°42'36"E	29.78'
C2	72.43'	314.50'	13°11'42"	N04°23'56"W	72.27'

NICHOLAS PORTER SURVEY,
ABSTRACT 497,
PATTENED IN CONFLICT WITH THE
ORVILLE PERRY SURVEY, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

0 25 50

SCALE: 1"= 50'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N79°48'08"E	320.82'
L2	N34°17'35"E	41.67'
L3	S34°17'35"W	28.04'
L4	S79°48'08"W	332.20'

CITY OF GEORGETOWN

CALLED 2.479 ACRE
(R.O.W. DEDICATION)
SPECIAL WARRANTY DEED
RIVERY PARTNERS, LTD,
A TEXAS LIMITED PARTNERSHIP
TO
CITY OF GEORGETOWN, TEXAS
A TEXAS HOME-RULE
MUNICIPAL CORPORATION
INST. 2002098516
O.P.R.W.Co.TX.

LOT 1
CALLED 1.344 ACRES
BLOCK "B"
AMENDING PLAT OF
BLOCK B
THE RIVERY PARK II
CAB BB, SLD. 72
INST. 2005098021,
O.P.R.W.Co.TX.

FD IR (INTERSTATE SURVEYING) BEARS N35°47'53"E 0.49'

RIVERY BOULEVARD
(VARIABLE WIDTH R.O.W.)

50' L.C.R.A. TRANSMISSION LINE EASEMENT VOL. 2443, PG. 607 INST. 1994000545 O.R.W.Co.TX.

MATCH LINE SHEET 6 OF 7

SPECIAL WARRANTY DEED
LOT 1
BLOCK B
RP GEORGETOWN DEVELOPMENT CO, LLC
a Texas limited liability company
TO
INDEPENDENT BANK
GROUP CENTRAL TEXAS, INC.,
a Texas CORPORATION
MAY 07, 2008
INST. 2008036326
O.P.R.W.Co.TX.

PARCEL P25
0.1675 ACRE
(7,295 SQ. FT.)

C2 L2 C1 L1 L3

20' PUBLIC UTILITY EASEMENT
CAB. X, SLD. 193-196

PROPOSED R.O.W.

L4 EXISTING R.O.W.

WOLF RANCH PARKWAY
(VARIABLE WIDTH R.O.W.)
(INST. 2002043147, O.P.R.W.Co.TX.)

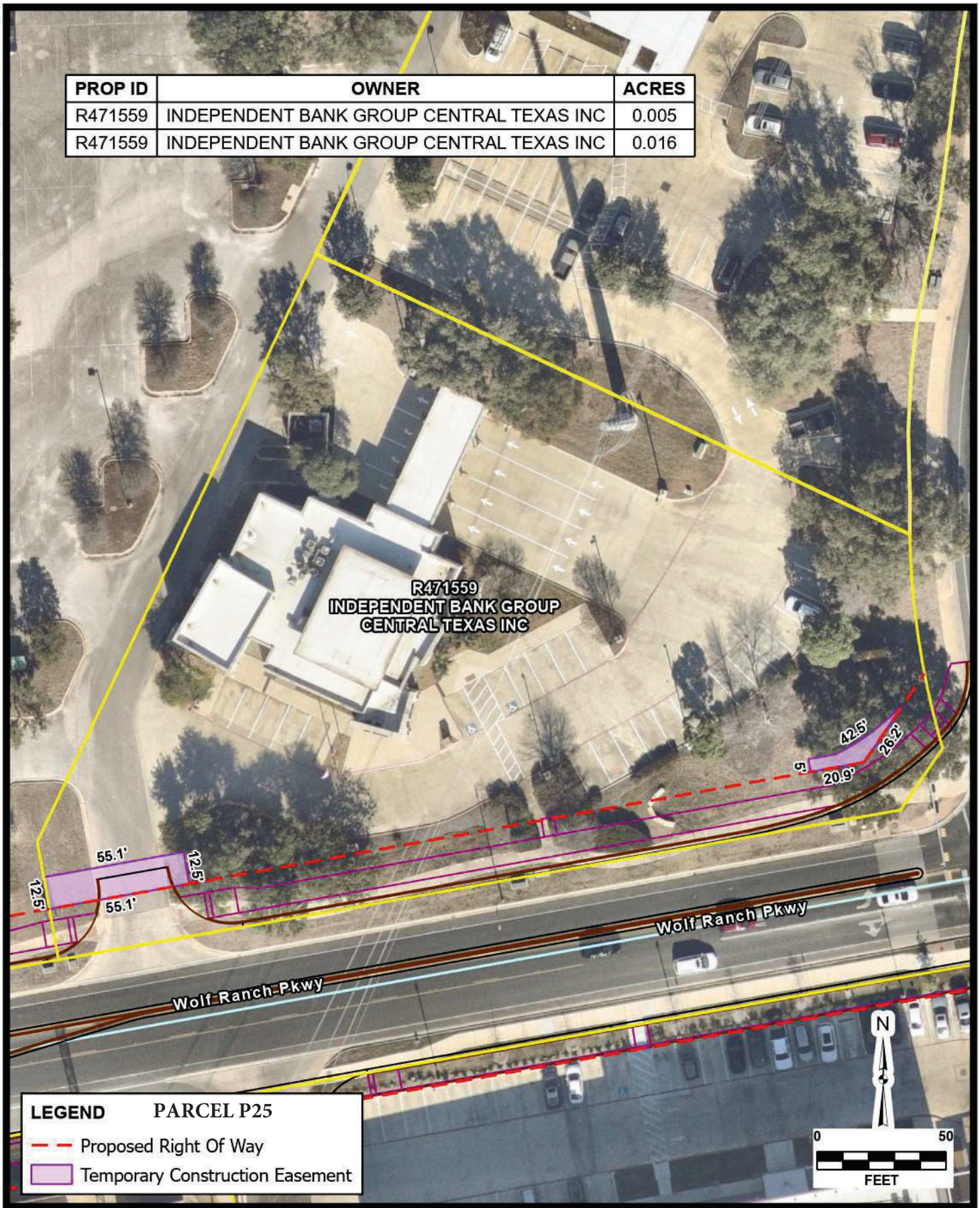
PARCEL PLAT SHOWING
PARCEL P25

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	MAY 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					7 OF 7

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO , TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

Date: Jun 27, 2025, 12:03pm User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_14632\Parcel P25.dwg
REFERENCE:

PROP ID	OWNER	ACRES
R471559	INDEPENDENT BANK GROUP CENTRAL TEXAS INC	0.005
R471559	INDEPENDENT BANK GROUP CENTRAL TEXAS INC	0.016



LEGEND PARCEL P25

- Proposed Right Of Way
- Temporary Construction Easement

JOB NO. 51423-04
DATE Mar 2026
DESIGNER JS
CHECKED BC DRAWN EH
SHEET 1.0

INDEPENDENT BANK GROUP CENTRAL TEXAS INC

GEORGETOWN, TEXAS

EASEMENT ACQUISITION EXHIBIT

PAPE-DAWSON
6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

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Date: Mar 29, 2026 5:15 PM User: ahaster
File: H:\Projects\51423\04\GIS\ROW_Easement_Acquisition.aprx Layout: INDEPENDENT BANK GROUP CENTRAL TEXAS INC Map: Layers Map Frame

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT "A"

County: Williamson
Roadway: Wolf Ranch Parkway
Project Limits: Memorial Dr./C.R. 265 to Rivery Blvd.

PROPERTY DESCRIPTION FOR PARCEL P26

0.0612 OF AN ACRE (2,668 SQUARE FEET) TRACT OF LAND OUT OF LOT 1D, A CALLED 2.111 ACRES IN BLOCK B, REPLAT OF BLOCK B LOT 1B OF THE REPLAT OF RIVERY PHASE ONE, BLOCK B, LOT 1, A SUBDIVISION IN THE CITY OF GEORGETOWN AS RECORDED IN INSTRUMENT NUMBER, (INST.), 2011061677, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.Co.TX.), SAID LOT 1D BEING DESCRIBED IN A GENERAL WARRANTY DEED AS TRACT I, FROM LALANI HOSPITALITY GROUP I, WFTX, LP, A TEXAS LIMITED PARTNERSHIP TO LALANI RIVERY SUITES, LLC, A TEXAS LIMITED LIABILITY COMPANY, EXECUTED OCTOBER 03, 2022, RECORDED IN, INST. 2022117330, O.P.R.W.Co.TX., SAID 0.0612 OF AN ACRE BEING IN THE NICHOLAS PORTER SURVEY, ABSTACT No. 497, PATENTED IN CONFLICT WITH THE ORVILLE PERRY SURVEY, ABSTRACT No. 10, WILLIAMSON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a calculated point for an interior corner on the west line of Lot 1D, being an eastern corner of Lot 6, Block B, The Rivery Phase One Subdivision, a subdivision in the City of Georgetown recorded in Cabinet X, Slide 193 - 196, same being Inst. 2003040368, O.P.R.W.Co.TX., from which a found 1/2 inch iron rod bears South 41 º54'44" East, a distance of 0.21 feet;

THENCE, North 10º35'17" West, (Record North 10º35'17" West), along and with the west line of Lot 1D, being an east line of Lot 6, a distance of 170.62 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" on the proposed south Right-Of-Way, (R.O.W), line of Wolf Ranch Parkway, for the southwest corner and POINT OF BEGINNING of the herein described Parcel P26, said point having surface coordinates of N 10,210,005.98, and E 3,128,078.41;

(1) THENCE, continuing North 10º35'17" West, along and with the west line of said Lot 1D, being the east line of Lot 6, a distance of 20.00 feet to a set mag nail with a Pape-Dawson washer, in the existing south R.O.W. line of Wolf Ranch Parkway, (variable width R.O.W.), as established in Inst. 2002043147, O.P.R.W.Co.TX., for the northwest corner of Lot 1D, being the northeast corner of Lot 6;

THENCE, along and with the existing south R.O.W. line of Wolf Ranch Parkway as established in Inst. 2002043147 and The Rivery, Phase One Subdivision, being the north and east lines of said Lot 1D, the following Three (3) courses and distances:

(2) North 79º48'08" East, a distance of 302.84 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a Point of Curvature, (P.C.), for a curve to the right;

EXHIBIT “A”

(3) 44.51 feet along the arc of said curve to the right, having a radius of 30.00 feet, a delta angle of 85°00’43”, a chord bearing of South 57º41’52” East, a distance of 40.54 feet to set 5/8 inch iron rod with a yellow cap stamped “Pape-Dawson”, for a Point of Tangency, (P.T.);

(4) South 15º17’01” East, a distance of 15.55 feet to a set mag nail with a Pape-Dawson washer, for a P.I. corner;

THENCE, traversing over, across, and through Lot 1D, along and with the proposed south R.O.W. line of Wolf Ranch Parkway, the following Ten (10) courses and distances:

(5) South 79º40’52” West, a distance of 18.93 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson” for a P.I. corner;

(6) North 10º07’52” West, a distance of 25.69 feet to a set mag nail with a Pape-Dawson washer for a P.I. corner;

(7) North 55º13’55” West, a distance of 15.83 feet a set mag nail with a Pape-Dawson washer for a P.I. corner;

(8) South 79º48’19” West, a distance of 91.95 feet to a set mag nail with a Pape-Dawson washer for a P.I. corner;

(9) South 10º11’41” East, a distance of 4.00 feet to a set mag nail with a Pape-Dawson washer for a P.I. corner;

(10) South 79º48’19” West, a distance of 10.00 feet to a set mag nail with a Pape-Dawson washer for a P.I. corner

(11) North 10º11’41” West, a distance of 4.00 feet to a set mag nail with a Pape-Dawson washer for a P.I. corner;

(12) South 79º48’19” West, a distance of 195.50 feet to a set mag nail with a Pape-Dawson washer for a P.I. corner;

(13) South 10º03’14” East, a distance of 13.98 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson” for a P.I. corner;

(14) South 79º50’38” West, a distance of 6.41 feet to the POINT OF BEGINNING and containing 0.0613 of an acre (2,668 square feet) in the City of Georgetown, Williamson County, Texas.

EXHIBIT "A"

All bearings and coordinates are based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00004.

Note: A parcel plat of even date was prepared in conjunction with this property description.



PREPARED BY: Pape-Dawson Engineers, Texas Surveying Firm #10028800
10801 N. MoPac Expressway, Bldg. 3, Suite 200, Austin, Texas, 78759
(512) 454-8711
Revised Date: August 11, 2025 – (Parcel Boundary Update)
DATE: August 11, 2025
JOB NO. 51423-04
DOC. ID. H:\Survey\CIVIL\51423-04\dwg\Parcels\Legal Descriptions\Parcel P26 M&B.docx

NOTES:

1) 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE SURFACE VALUES IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00004 APPLIED.
3) ABSTRACTING COMPLETED IN MAY 2025.
4) FIELD SURVEY COMPLETED BETWEEN APRIL 29, 2025 AND MAY 30, 2025
5) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

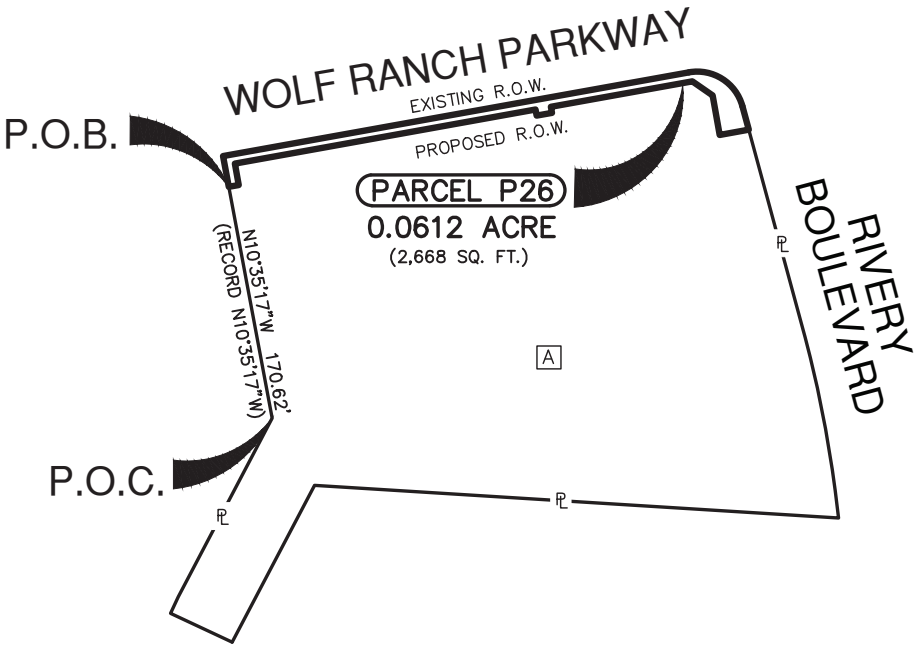
LEGEND:

CAB	CABINET
DOC.	DOCUMENT
FD	FOUND
INST.	INSTRUMENT
IR	IRON ROD
N.T.S.	NOT TO SCALE
O.P.R.W.Co.TX.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
O.R.W.Co.TX.	OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT-OF-WAY
SLD	SLIDE
SQ. FT.	SQUARE FEET
VOL.	VOLUME
( )	RECORD INFORMATION FROM DEED OR PLAT
●	FOUND 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" (UNLESS NOTED OTHERWISE).
○	SET 5/8" IRON ROD WITH YELLOW PAPE-DAWSON CAP
△	SET MAGNAIL WITH PAPE-DAWSON WASHER
	PARCEL BOUNDARY LINE
℄	ADJACENT PROPERTY LINE
	RECORD R.O.W. PARCEL LINE
x	WIRE FENCE
	FIRE HYDRANT

N.T.S.

SET MAG NAIL WITH PAPE-DAWSON WASHER

NICHOLAS PORTER SURVEY No. 2G,
ABSTRACT 497,
PATENTED IN CONFLICT WITH THE
ORVILL PERRY SURVEY No. 1,
ABSTRACT 10,
WILLIAMS COUNTY, TEXAS
CITY OF
GEORGETOWN



PARENT TRACT

A LOT 1D,
CALLED 2.111 ACRES
BLOCK B
REPLAT OF BLOCK B LOT 1B
OF REPLAT OF
THE RIVERY PHASE ONE
BLOCK B, LOT1
INST. 2011061677
O.P.R.W.Co.TX.

GENERAL WARRANTY DEED
TRACT I
LOT 1D,
BLOCK B
LALANI HOSPITALITY GROUP I, WFTX, LP
a Texas limited partnership
TO
LALANI RIVERY SUITES, LLC
a Texas limited liability company
OCTOBER 03, 2022
INST. 2022117330
O.P.R.W.Co.TX.

STATE OF TEXAS
REGISTERED
ALAN J HORTON
5768
PROFESSIONAL
LAND SURVEYOR

08/11/2025

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLD 3 STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

REV. NO.	DATE	DESCRIPTION	BY
1	08/11/25	PARCEL BOUNDARY UPDATE	DC

WILLIAMSON COUNTY, TEXAS

PARCEL NO.	DEED ACREAGE	ACQUIRED ACRES (SQ.FT.)	ABSTRACT	ACRES (SQ.FT.) IN ORIGINAL SURVEY	REMAINDER
P26	2.111	0.0612 (2,668)	497/10	N/A	2.050 RT

PARCEL PLAT SHOWING
PARCEL P26

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	N.T.S.					4 OF 7

Date: Aug 11, 2025, 11:28am User ID: dcabollero
File: C:\Users\LOCAL_~1\Temp\AcPublish_4732\Parcel P26.dwg

REFERENCE:

REFERENCES:

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. No. GT2503722
Texan Title Insurance Company
Date Effective: May 1, 2025
Date Issued: May 21, 2025

10. The following matters and all terms of the documents creating or offering evidence of the matters.

a. SUBJECT TO & SHOWN HEREON (WHEN APPLICABLE
b. DOES NOT AFFECT
c. AS SHOWN
d. AS SHOWN
e. AS SHOWN
f. DOES NOT AFFECT
g. DOES NOT AFFECT
h. DOES NOT AFFECT
i. AS SHOWN
j. NOT A SURVEY ISSUE
j. DOES NOT AFFECT
k. DOES NOT AFFECT
l. TERMS, CONDITIONS & PROVISIONS MAY APPLY
m. TERMS, CONDITIONS & PROVISIONS MAY APPLY
n. TERMS, CONDITIONS & PROVISIONS MAY APPLY
o. DOES NOT AFFECT
p. DOES NOT AFFECT
q. DOES NOT AFFECT
r. SUBJECT TO
s. DOES NOT AFFECT
t. TERMS, CONDITIONS & PROVISIONS APPLY
u. SHOWN ON PLAT
v. SHOWN ON PLAT
w. SHOWN ON PLAT
x. SUBJECT TO
y. Any portion of the herein described property which lies within the boundaries of a road, roadway, railroad or railroad right-of-way.
z. Terms, provisions and conditions of any leases not of record.
aa. NOT A SURVEY ISSUE
bb. NOT A SURVEY ISSUE
cc. AFFECTS
dd. AFFECTS
ee. AFFECTS

CITY OF GEORGETOWN AVIGATION EASEMENT

a. GRANTS FOR THE USE AND BENEFIT OF THE PUBLIC A CONTINUING EASEMENT AND RIGHT OF FLIGHT FOR THE PASSAGE OF AIRCRAFT IN THE AIR SPACE ABOVE THE SURFACE OF THE LAND OVER WHICH THIS EASEMENT IS OBTAINED, TOGETHER WITH THE RIGHT TO CAUSE IN SAID AIR SPACE SUCH NOISE AS MAY NE INHERENT IN THE OPERATION OF AIRCRAFT, NOW KNOWN OR HEREAFTER USED FOR NAVIGATION OF OR FLIGHT IN THE AIRSPACE USING SAID AIR SPACE FOR LANDING AT, TAKING OFF FROM OR OPERATION ON THE GEORGETOWN MUNICIPAL AIRPORT; AND

b. WILL LIMIT THE HEIGHT OF ANY STRUCTURE TO NO MORE THAN THE APPROACH SLOPE OR THE TRANSITION SLOPE ELEVATION OF THE GEORGETOWN AIRPORT AS INDICATED ON THE PLAT. THE MAXIMUM HEIGHT OF ANY STRUCTURE SHALL BE THE DIFFERENCE BETWEEN THE GROUND ELEVATION AND THE AVIGATION ELEVATION FOR ANY PARTICULAR LOCATION.

c. THE SUBDIVISION IS LOCATED BENEATH THE HORIZONTAL ZONE LEVATION OF 150 FEET ABOVE AIRPORT ELEVATION, OR 937.00 FEET ABOVE MEAN SEA LEVEL.

d. THE MAXIMUM HEIGHT OF ANY STRUCTURE LOCATED IN THE EASEMENT IS {REFER TO CHAPTER 12.36 FOR THE GEORGETOWN MUNICIPAL CODE TO DETERMINE THIS.}

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLD 3 STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P26

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
						5 OF 7

Date: Aug 11, 2025, 11:28am User ID: dcaballero
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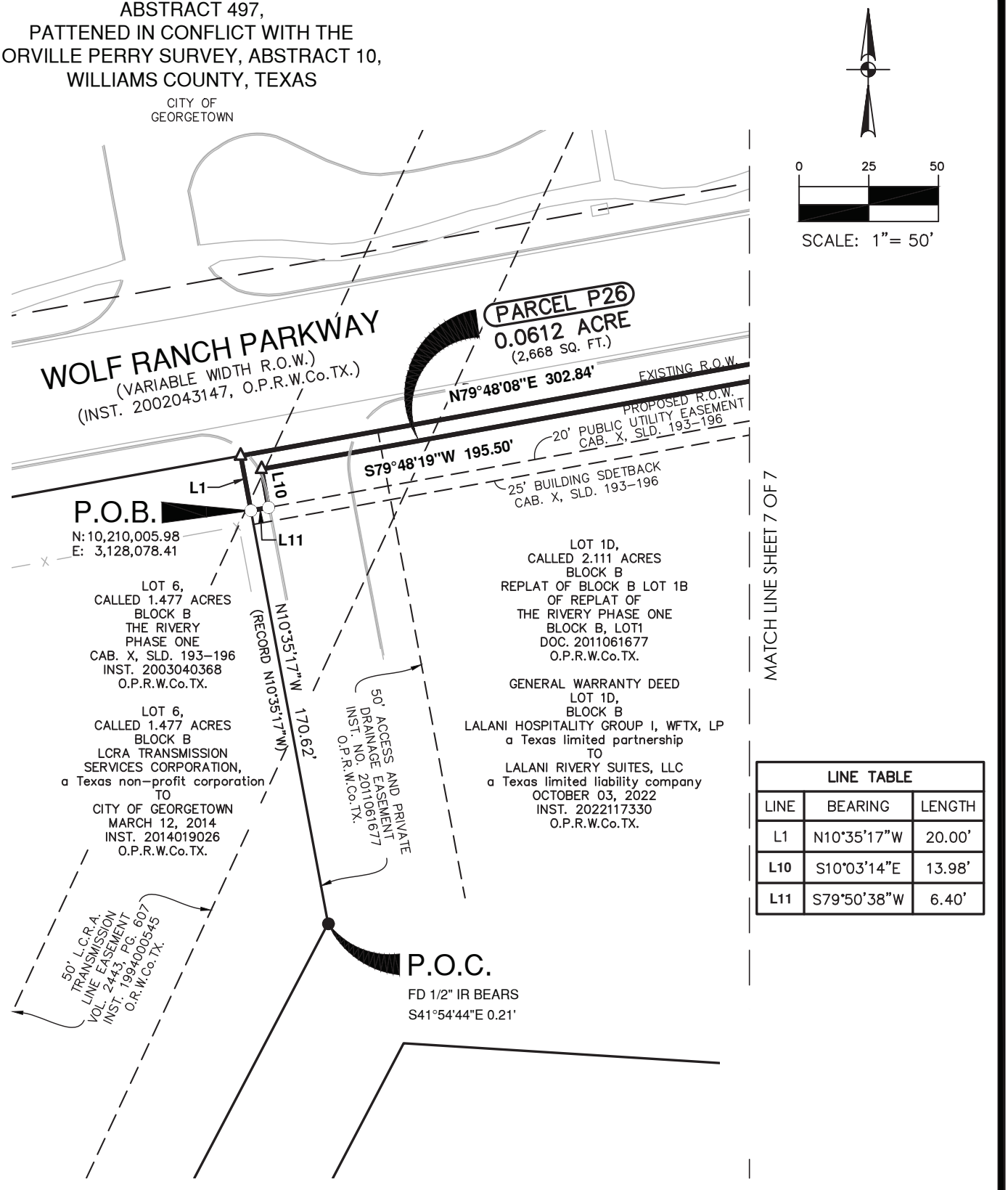
REFERENCE:

NICHOLAS PORTER SURVEY,
ABSTRACT 497,
PATTENED IN CONFLICT WITH THE
ORVILLE PERRY SURVEY, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS



LINE TABLE		
LINE	BEARING	LENGTH
L1	N10°35'17"W	20.00'
L10	S10°03'14"E	13.98'
L11	S79°50'38"W	6.40'

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLD 3 STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P26

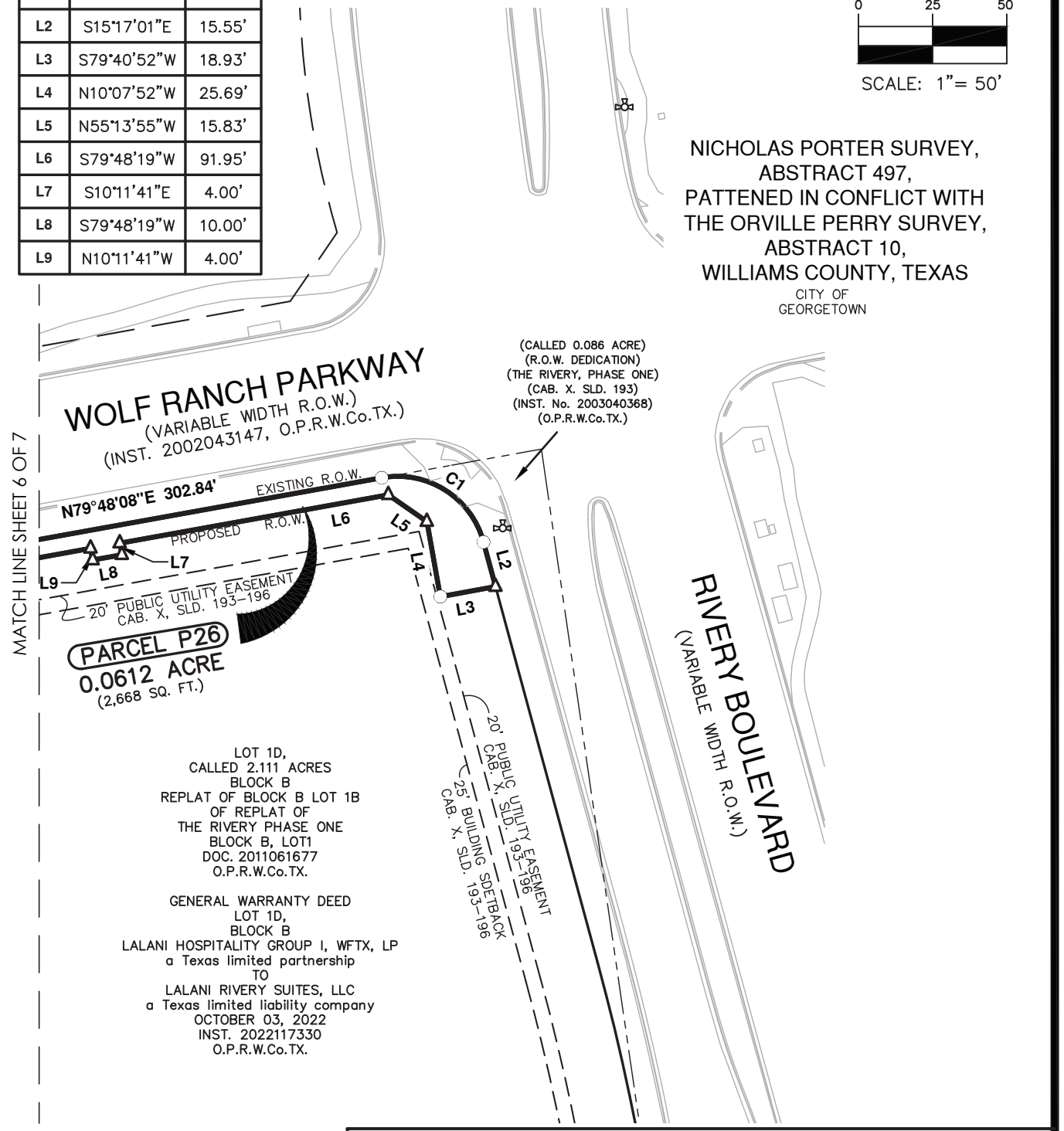
FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					6 OF 7

REFERENCE:

Date: Aug 11, 2025, 11:28am User ID: dcabellero
File: C:\Users\LOCAL_~1\Temp\AcPublish_4732\Parcel P26.dwg

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	44.51'	30.00'	85°00'43"	S57°41'52"E	40.54'

LINE TABLE		
LINE	BEARING	LENGTH
L2	S15°17'01"E	15.55'
L3	S79°40'52"W	18.93'
L4	N10°07'52"W	25.69'
L5	N55°13'55"W	15.83'
L6	S79°48'19"W	91.95'
L7	S10°11'41"E	4.00'
L8	S79°48'19"W	10.00'
L9	N10°11'41"W	4.00'



PARCEL PLAT SHOWING

PARCEL P26

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					7 OF 7

PAPE-DAWSON ENGINEERS
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TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

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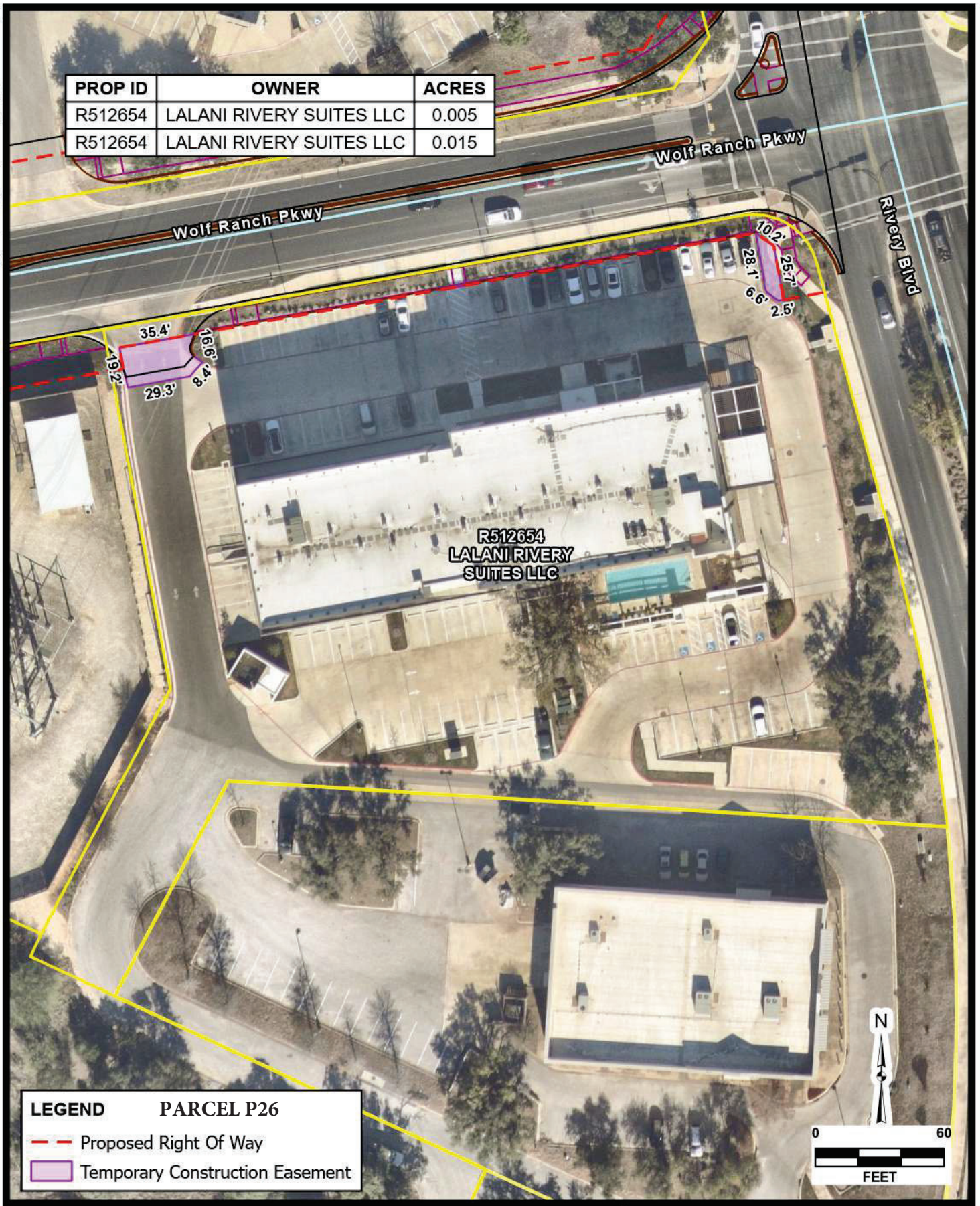
REFERENCE:



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Date: Mar 30, 2026 8:26 AM User: ENaster
File: H:\Projects\51423\GIS\ROW_Easement_Acquisition.aprx Layout: LALANI RIVERY SUITES LLC Map: Layers Map Frame

JOB NO.	51423-04
DATE	Mar 2026
DESIGNER	JS
CHECKED	BC
DRAWN	EH
SHEET	1.0

LALANI RIVERY SUITES LLC

GEORGETOWN, TEXAS

EASEMENT ACQUISITION EXHIBIT

PAPE-DAWSON
6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

City of Georgetown, Texas
City Council
April 14, 2026

SUBJECT:
Resolution Pursuant to Government Code Section 2206.053 - Cimarron Hills Force Main and Gravity Sewer Line Extension Project

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution pursuant to Government Code Section 2206.053 finding that a portion of a commercial property located at 5451 W State Highway 29., Georgetown TX 78628 and owned by Barbara Supak, Adolf F. Supak, Shannon Scott Supak (otherwise known as Scott Supak), Shelly Christine Miller (otherwise known as Shelley Christine Supak), Timothy Miller, and HRL Rocky Top LLC Series "A" Only, is necessary as part of the City's Cimarron Hills Force Main and Gravity Sewer Line Extension Project, and authorizing eminent domain proceedings for the acquisition of a wastewater easement and temporary construction easement, or any lesser interest from said property –- Scott Mikel, Real Estate Services Coordinator

ITEM SUMMARY:
The City is undertaking design and planning work to improve the Cimarron Hills Force Main and Gravity Sewer Line Extension Project on Highway 29 (the "Project"). The current design of the Project requires the acquisition of a wastewater easement and temporary construction easement from a property owner in order to construct wastewater improvements. City Staff and a contract Real Estate appraiser attempted direct contact via correspondence, email and telephone with the property owners over the past 4 months to acquire said easements without success.

The Property owners impacted by this Project were invited to participate during the appraisal process via written correspondence, and were also contacted by email, telephone and written correspondence to offer the opportunity to negotiate the acquisition of the proposed new easements by City Staff, and respond to and/or address any easement acquisition questions; however, all acquisition attempts with the property owners have failed. In order to meet the Project construction schedule, the City is now required to exercise its right of eminent domain to acquire the easements needed. Under Ch. 21 of the Property Code, before the City can exercise said right of eminent domain, the City Council must authorize the initiation of the condemnation proceeding by a record vote.

This item would approve a resolution finding that public convenience and necessity requires the acquisition of easements from the subject property owners to improve this force main and gravity sewer line, and it authorizes the use of eminent domain, if necessary, to secure the required easements. If future surveys and studies determine that less property is necessary, or that a lesser interest would be sufficient, the resolution authorizes the use of eminent domain to acquire such lesser interests or smaller areas. In all instances, Staff will strive to avoid the need to use eminent domain to acquire the required property interests, but in order to meet the desired Project construction timetable, the condemnation process must run on a parallel track, just in case the parties are unable to reach agreement once negotiations are exhausted.

City Staff recommends approval of this item.

FINANCIAL IMPACT:
None. Engagement of the City's right-of-way consultants and design engineer was previously approved by Council. Any potential acquisition of right-of-way from the identified property owners would be brought before Council for separate future approval.

SUBMITTED BY:
Susan Demeo, City Attorney's Office/ Real Estate

ATTACHMENTS:
2026.04.14 - PCN Resolution Item - final (Cimarron Hills).pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, FINDING PUBLIC CONVENIENCE AND NECESSITY FOR THE CIMARRON HILLS FORCE MAIN AND GRAVITY SEWER LINE EXTENSION PROJECT; AUTHORIZING EMINENT DOMAIN PROCEEDINGS, IF NECESSARY, FOR THE ACQUISITION OF REAL PROPERTY RIGHTS; REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in order to facilitate the safe and efficient movement of people and goods within Georgetown, Texas, to control the flow of wastewater within its jurisdiction, to preserve the financial investment of the public in its wastewater and sewer infrastructure, and to protect the safety of the public, the City of Georgetown (the "City") hereby finds that public convenience and necessity requires the acquisition of wastewater easement and temporary construction easement interest to, or any lesser real property interest in, all or a portion of the following properties (collectively, the "Property") for the purposes of laying out, opening, constructing, reconstructing, maintaining, widening, extending, and operating the Cimarron Hills Force Main and Gravity Sewer Line, in Williamson County, Texas, including any drainage improvements necessary therefore (the "Project"):

> 3.493 acre wastewater easement and 3.571 acre of temporary construction easement situated in the A.H. Porter Survey, Abstract No. 490 and the John B. Berry Survey, Abstract No. 98, Williamson County, Texas, Williamson County, Texas, as more particularly described in Exhibit "A" and "B" attached hereto and incorporated herein by reference.

WHEREAS, as provided for in Sections 251.001 and 273.001 of the Texas Local Government Code, the City finds and determines that the Property is necessary or convenient for the purposes of laying out, opening, constructing, reconstructing, maintaining, widening, extending, and operating the above described Project in Williamson County, Texas, including roadway improvements, drainage improvements, utility improvements, public utility infrastructure improvements, and/or other public uses and purposes related thereto as permitted by law, and it is necessary to acquire fee simple rights in the Property or a portion thereof. The City finds and determines that condemnation of the Property, or a portion thereof, may be required.

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that the employees, agents, and/or representatives of the City to lay out the Project and acquire the necessary right of way easements upon, over, under and across the Property for the purpose of construction, reconstruction, operation, and maintenance of wastewater sewer line infrastructure improvements, and appurtenances thereto, and for the use of any excavated materials from the Property for use in construction of such infrastructure improvements;

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to effect the acquisition of the Property for the Project;

WHEREAS, in order to acquire the Easement Property, it will be or has been necessary for the City's employees, agents, and/or representatives, to enter upon the Property for the purposes of surveying and establishing said land titles and to determine adequate compensation for the Easement Property, to conduct tests, and to negotiate with the owners thereof for the purchase of the land titles; and,

WHEREAS, it is necessary to set out procedures for the establishment and approval of just compensation for Easement Property to be acquired for the Project;

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

Section 1. The meeting at which this Resolution 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 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 3. In order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of fee simple title to, or any lesser real property interest in, the real property described hereinabove for the purposes of laying out, opening, constructing, reconstructing, maintaining, widening, extending, and operating the Project in Williamson County, Texas, including roadway and drainage improvements, and/or other public uses and purposes as permitted by law.

Section 4. The City's employees, agents, and/or representatives are hereby authorized to:

a. Lay out the exact location of the land area needed from the Property;

b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities for the Project, the establishment and acquisition of the required easements, and the construction of permanent infrastructure improvements, and appurtenances thereto;

c. Enter upon any property necessary for the purpose of surveying and establishing the title, in order to determine adequate compensation for the rights being acquired, and to conduct tests;

d. Negotiate with the owner(s) of any such properties for the purchase thereof;

e. To purchase any necessary easements, or any lesser real property interest, on, over, under and across the Property, and execute all documents necessary to acquire such easements, all subject to the City Council's express approval of the specific, negotiated terms of the acquisition;

f. Initiate eminent domain proceedings against the owner(s), lienholders, and any owners of any other interests in the Property to obtain the necessary title(s) for the Property in the event the owner(s) fail(s) to accept a bona fide offer to purchase the Property; and

g. Take whatever further actions are deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.

Section 5. The initiation of condemnation proceedings for the Property is adopted and authorized by a single order for the Property, and this first vote by the City applies to all of the Property identified.

Section 6. The City Attorney is hereby authorized to proceed to condemnation on the Property, if necessary, and directed to transmit or cause to be transmitted this request of the City to legal counsel to file or cause to be filed against all owners, lienholders, and any owners of any other interests in the Property, proceedings in condemnation to acquire in the name of and on behalf of the City, fee simple title to the Property or such lesser estates or property interests as determined necessary, save and except oil, gas, and sulfur, as provided by law.

Section 7. All previous acts and proceedings done or initiated by the City's employees, agents, and/or representatives for the establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights in the Property are hereby authorized, ratified, approved, confirmed, and validated.

Section 8. All resolutions that conflict with the provisions of this Resolution are hereby repealed, and all other resolutions of the City not in conflict with the provisions of this Resolution shall remain in full force and effect.

Section 9. 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.

Section 10. The Mayor is hereby authorized to sign this Resolution and the City Secretary to attest. This resolution 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 this ____ day of _____, 2026.

ATTEST:

By: _____
Robyn Densmore, City Secretary

THE CITY OF GEORGETOWN:

By: _____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney